

MEMORANDUM

Agenda Item No. 9(A)(2)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: March 7, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution retroactively approving and authorizing the County Mayor's: (1) execution of Contract #LN214 between Miami-Dade County, through the Community Action and Human Services Department, and the Florida Department of Children and Families; and (2) receipt and expenditure of grant funding in the approximate amount of \$5,205,020.38, for the continued provision of emergency shelter and other services to survivors of domestic violence and their dependents as well as education, outreach, and prevention services regarding domestic violence and related issues, for a term commencing on October 1, 2022 and ending on June 30, 2024; authorizing the County Mayor to execute other agreements and documents necessary for receipt and expenditure of said funding, including such other agreements and documents that require up to \$584,890.23 in cash match funding, 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: (1) apply for, receive, and expend additional future funds, and, subject to available funding, utilize up to \$584,890.23 to satisfy cash match funding requirements for the purpose described herein, for up to five years; (2) execute other agreements and documents necessary for receipt and expenditure of said funding, including such other documents and agreements that require up to \$584,890.23 in cash match funding; and (3) exercise termination and amendment provisions set forth therein provided that such amendments are consistent with the purpose described herein

Resolution No. R-204-23

The accompanying resolution was prepared by the Community Action and Human Services Department and placed on the agenda at the request of Prime Sponsor Housing, Recreation, Culture and Community Development Committee.



Geri Bonzon-Keenan
County Attorney

GBK/gh

MDC001

Memorandum



Date: March 7, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Retroactively Approving and Authorizing the County Mayor or County Mayor's Designee's (1) Execution of Contract # LN214 between the Florida Department of Children and Families and Miami-Dade County and (2) Receipt and Expenditure of funds for the Provision of Services by the Community Action and Human Services Department

Executive Summary

This item seeks retroactive approval from the Board of County Commissioners (Board) for the County Mayor or County Mayor's designee's execution of Contract #LN214 and receipt and expenditure of \$5,205,020.38 from the Florida Department of Children and Families (DCF) to Miami-Dade County (County), through the Community Action and Human Services Department (CAHSD). Such funding shall be used for the continued provision of emergency shelter and other services to survivors of domestic violence and their dependents as well as education, outreach, and prevention services regarding domestic violence and related issues.

Recommendation

It is recommended that the Board:

- 1) retroactively approve and authorize the County Mayor or County Mayor's designee's execution of Contract No. LN214 (Attachment A of the Resolution) between the DCF and the County, through the CAHSD, and receipt and expenditure of funds in the approximate amount of \$5,205,020.38 for the continued provision of emergency shelter and other services to survivors of domestic violence and their dependents as well as education, outreach, and prevention services regarding domestic violence and related issues. The grant period is from October 1, 2022 through June 30, 2024;
- 2) authorize the County Mayor or County Mayor's designee to execute other agreements and documents necessary for receipt and expenditure of such funds, including such other agreements and documents that require cash match funding in an amount up to \$584,890.23, and to exercise the 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
- 3) 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, subject to available funding, utilize up to \$584,890.23 to satisfy cash match funding requirements, as well as execute other agreements and documents necessary for receipt and expenditure of such funds, including such other documents and agreements that require said cash match funding and 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. Services will be provided through the four State of Florida Certified Domestic Violence Safespace Shelters.

Delegation of Authority

The County Mayor or County Mayor's designee is retroactively authorized to execute Contract No. LN214 between the County, through the CAHSD, and the DCF and to receive and expend up to \$5,205,020.38 in grant funds. The County Mayor or County Mayor's designee is also authorized to execute other agreements and documents necessary for the receipt and expenditure of such funds or that otherwise may be required by grant guidelines, including other agreements and documents that require up to \$584,890.23 in cash match funding. The County Mayor or County Mayor's designee is further authorized to exercise the termination and amendment provisions set forth therein following approval by the County Attorney's Office.

Further, the County Mayor or County Mayor's designee is authorized to apply for, receive, and expend future grant funds, should they become available for this purpose, and, subject to available funding, utilize up to \$584,890.23 to satisfy cash match funding requirements. The County Mayor or County Mayor's designee is also authorized to execute agreements or documents necessary for the receipt and expenditure of such funds or that otherwise may be required by grant guidelines, including other agreements and documents that require up to \$584,890.23 in cash match funding. The County Mayor or County Mayor's designee is further authorized to exercise the provisions set forth in such agreements and documents, provided that such exercise does not alter the purpose of the agreements or documents or extend the term thereof beyond five years from the effective date of this resolution and following approval by the County Attorney's Office.

Local, in-kind match funding shall not be deemed a funding commitment for the purposes of this resolution.

Fiscal Impact/Funding Source

Contract No. LN214 requires a cash match in the amount of \$584,890.23, which shall be satisfied from the CAHSD General Revenue Fund.

Track Record/Monitor

Ivon Mesa, CAHSD Assistant Director, or other supervisory personnel will monitor this grant.

Background

The CAHSD has provided services to survivors of domestic violence for the past 35 years. The CAHSD uses grant funds to operate the four County Certified Domestic Violence Centers and cover the personnel expenses for the provision of emergency shelter services and other services to survivors of domestic violence and their dependents, as well as education, outreach and prevention services regarding domestic violence and related issues. The Florida

Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

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Coalition Against Domestic Violence previously had oversight of these state and federal grant funds, however, as of FY 2020-21, said oversight was transferred to DCF.



Morris Copeland
Chief Community Services Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: March 7, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 9(A)(2)

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. 9(A)(2)
3-7-23

RESOLUTION NO. _____ R-204-23

RESOLUTION RETROACTIVELY APPROVING AND AUTHORIZING THE COUNTY MAYOR'S OR COUNTY MAYOR'S DESIGNEE'S: (1) EXECUTION OF CONTRACT #LN214 BETWEEN MIAMI-DADE COUNTY, THROUGH THE COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT, AND THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES; AND (2) RECEIPT AND EXPENDITURE OF GRANT FUNDING IN THE APPROXIMATE AMOUNT OF \$5,205,020.38, FOR THE CONTINUED PROVISION OF EMERGENCY SHELTER AND OTHER SERVICES TO SURVIVORS OF DOMESTIC VIOLENCE AND THEIR DEPENDENTS AS WELL AS EDUCATION, OUTREACH, AND PREVENTION SERVICES REGARDING DOMESTIC VIOLENCE AND RELATED ISSUES, FOR A TERM COMMENCING ON OCTOBER 1, 2022 AND ENDING ON JUNE 30, 2024; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE OTHER AGREEMENTS AND DOCUMENTS NECESSARY FOR RECEIPT AND EXPENDITURE OF SAID FUNDING, INCLUDING SUCH OTHER AGREEMENTS AND DOCUMENTS THAT REQUIRE UP TO \$584,890.23 IN CASH MATCH FUNDING, 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: (1) APPLY FOR, RECEIVE, AND EXPEND ADDITIONAL FUTURE FUNDS, AND, SUBJECT TO AVAILABLE FUNDING, UTILIZE UP TO \$584,890.23 TO SATISFY CASH MATCH FUNDING REQUIREMENTS FOR THE PURPOSE DESCRIBED HEREIN, FOR UP TO FIVE YEARS: (2) EXECUTE OTHER AGREEMENTS AND DOCUMENTS NECESSARY FOR RECEIPT AND EXPENDITURE OF SAID FUNDING, INCLUDING SUCH OTHER DOCUMENTS AND AGREEMENTS THAT REQUIRE UP TO \$584,890.23 IN CASH MATCH FUNDING: AND (3) 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 approves Contract No. LN214, attached hereto and incorporated herein as Attachment A, between Miami-Dade County, through the Community and Human Services Department, and the Florida Department of Children and Families for grant funding in the approximate amount of \$5,205,020.38 for a term commencing on October 1, 2022 and ending on June 30, 2024. The grant requires \$584,890.23 in match funding that will be satisfied utilizing General Revenue funding. The Miami-Dade County Community Action and Human Services Department will use such grant funding to support the continued provision of domestic violence-related services to survivors of domestic violence and their dependents who reside in Miami-Dade County as well as for education, outreach, and prevention services regarding domestic violence and related issues.

Section 3. Retroactively authorizes the County Mayor's or County Mayor's designee's execution of Contract No. LN214 and receipt and expenditure of said grant funds.

Section 4. Authorizes the County Mayor or County Mayor's designee to execute other agreements and documents necessary for receipt and expenditure of said funding, including such other agreements and documents that require up to \$584,890.23 in cash match funding. This Board further authorizes the County Mayor or County Mayor's designee to exercise the termination and amendment provisions set forth in such agreements and documents, provided that such other

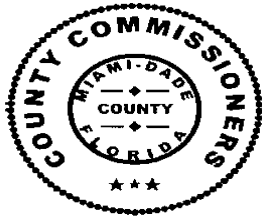
agreements and documents and any amendments thereto are consistent with the purpose described in section 2 above and following approval for form and legal sufficiency by the County Attorney's Office.

Section 5. Authorizes the County Mayor or County Mayor's designee to apply for, receive, and expend additional future funds, and, subject to available funding, utilize up to \$584,890.23 to satisfy any cash match funding requirements, for the purpose described in section 2 above, for up to five years from the effective date of this resolution. The County Mayor or County Mayor's designee is also authorized to execute other agreements and documents necessary for receipt and expenditure of said funds, including such other agreements and documents that require up to \$584,890.23 in cash match funding, subject to available funding. The County Mayor or County Mayor's designee is further authorized to exercise termination and amendment provisions in such other agreements and documents, provided that such amendments are consistent with the purpose described in section 2 above and following approval for form and legal sufficiency by the County Attorney's Office. Local, in-kind match funding shall not be deemed a funding commitment for the purposes of this resolution and, therefore, is not subject to the maximum cash match funding amount.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez** , who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of March, 2023. 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

LUIS G. MONTALDO, CLERK AD INTERIM

By: Basia Pruna
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

Attachment A

Contract No. LN214
 CFDA No(s). 93.588, 93.671
 CSFA No(s). 60.134, 60.139

Client Services ☒ Non-Client ☐
 Subrecipient ☒ Vendor ☐
 Federal Funds ☒ State Funds ☒

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and **Miami-Dade County through its Community Action and Human Services Department, Advocate for Victims, Safespace North, South, Central and Empowerment Center**, hereinafter referred to as the "Provider". If this document is denoted above as a GRANT AGREEMENT, the term "Contract" as it may appear hereinafter shall be construed to mean "Grant" or "Grant Agreement" as the context may provide. Similarly, the term "Provider" shall be construed to mean "Grantee" and the term "Contract Manager" shall be construed to mean "Grant Manager".

The section headings contained in this contract are for reference purposes only and shall not affect the meaning or interpretation of this contract.

The Department and Provider agree as follows:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1 Purpose and Contract Amount

The Department 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 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 Department; (6) increasing the resources, services, and advocacy available to survivors of domestic violence that have an open child abuse investigation, diversion case or are involved in the dependency process and are the nonoffending parent., as further described in Section 2, payable as provided in Section 3, in an amount not to exceed \$5,205,020.38 (including one-time settlement agreement payout).

1.2 Official Payee and Party Representatives

1.2.1 The name, address, telephone number and e-mail address of the Provider's official payee to whom the payment shall be directed on behalf of the Provider are:

Name: Miami-Dade County through its Community Action and Human Services Department, Advocate for Victims, Safespace North, South, Central and Empowerment Center

Address: 701 NW 1st Court, 10th Floor

City: Miami State: FL Zip Code: 33136-3921

Phone: 786-469-4863 Ext: _____ E-mail: _____

1.2.2 The name, address, telephone number and e-mail of the Provider's contact person responsible for the Provider's financial and administrative records:

Name: Denis Hillar

Address: 701 NW 1st Court, 10th Floor

City: Miami State: FL Zip Code: 33136

-3921

Phone: 786-469-4864 Ext: _____ E-mail: _____

Denis.Hillar@miamidade.gov

1.2.3 The name, address, telephone number and e-mail of the Provider's representative responsible for administration of the program under this Contract (and primary point of contact) are:

Name: Ivon Mesa

Address: 701 NW 1st Court, 10th Floor

City: Miami State: FL Zip Code: 33136-3921

Phone: 305-495-0581 Ext: _____ E-mail: _____

Ivon.Mesa@miamidade.gov

1.2.4 The name, address, telephone number and e-mail address of the Contract Manager for the Department for this Contract are:

Name: Quartil Robinson

Address: 2415 North Monroe Street, Suite 400

City: Tallahassee State: FL Zip Code: 32303

Phone: 850-717-4176 Ext: _____ E-mail: _____

quartil.robinson@myflfamilies.com

Per section 402.7305(1)(a), Florida Statutes (F.S.), the Department's Contract Manager is the primary point of contact through which all contracting information flows between the Department and the Provider. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party.

1.3 Effective and Ending Dates

This Contract shall be effective **October 1, 2022** or the last party signature date, whichever is later. The service performance period under this Contract shall commence on **October 1, 2022** or the effective date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **June 30, 2024**, subject to the survival of terms provisions of Section 7.4. This contract may be renewed in accordance with SS. 287.057(13) or 287.058(1)(g), F.S.

1.4 Contract Document

This Contract is composed of the documents referenced in this section.

1.4.1 The definitions found in the Standard Contract Definitions, located at: <http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf> are incorporated into and made a part of this Contract. Additional definitions may be set forth in Exhibit A, Special Provisions.

1.4.2 The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract.

1.4.3 The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 9, as provided therein.

1.4.4 In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

1.4.4.1 Exhibits A through F;

1.4.4.2 Any documents incorporated into any exhibit by reference, or included as a subset thereof;

1.4.4.3 This Standard Contract;

1.4.4.4 Any documents incorporated into this Contract by reference;

1.4.4.5 Attachments 1 through 31.

2. STATEMENT OF WORK

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by the Department to the extent that it prescribes a fixed price payment method or does not provide a method of payment for added tasks.

2.1 Scope of Work

The Scope of Work is described in Exhibit B.

2.2 Task List

The Provider shall perform all tasks set forth in the Task List, found in Exhibit C, in the manner set forth therein.

2.3 Deliverables

The Deliverables are described in Exhibit D.

2.4 Performance Measures

2.4.1 The performance measures for acceptance of deliverables are set forth in Exhibit D, Section D-2.

2.4.2 To avoid contract termination, Provider's performance must meet the minimum acceptable level of performance set forth in Exhibit E, Minimum Performance Measures, Section E-1, regardless of any other performance measures in this Contract. By execution of this Contract, the Provider hereby acknowledges and agrees that its performance under the Contract must meet these Minimum Performance Measures and that it will be bound by the conditions set forth therein. If the Provider fails to meet these measures, the Department, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the

CF Standard Contract 2019 (UA)

prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department must terminate the Contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

3. PAYMENT, INVOICE AND RELATED TERMS

The Department shall pay for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department per Section 3.1 and shall remain subject to subsequent audit or review to confirm contract compliance. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

3.1 Prompt Payment and Vendor Ombudsman

Per section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract elsewhere specifies otherwise. Department determination of acceptable services shall be conclusive. Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. For any amount that is authorized for payment but is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved (or within thirty-five (35) days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

3.2 Method of Payment

The Provider shall be paid in accordance with Exhibit F.

3.3 Invoices

3.3.1 The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract.

3.3.2 The final invoice for payment shall be submitted to the Department no more than **45** days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

3.4 Financial Consequences

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply financial consequences as provided for in Section 6.1. The parties agree that the penalties provided for under Section 6.1 constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per Section 6.2 and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 3.5, to the extent of such error. Financial consequences directly related to the deliverables under this Contract are defined in Exhibit F.

3.5 Overpayments and Offsets

The Provider shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Department and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the Provider or its auditor or upon written notice by the Department, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by the Department to not be in full

CF Standard Contract 2019 (UA)

Part 1 of 2

compliance with contract requirements shall be deemed overpayments. The Department shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the Department from the Provider under this or any other contract or agreement. If this contract involves federal or state financial assistance, the following applies: The Grantee shall return to the Department any unused funds; any accrued interest earned; and any unmatched grant funds, as detailed in the Final Financial Report, no later than 60 days following the ending date of this Contract.

3.6 MyFloridaMarketPlace Transaction Fee.

This Contract is **exempt from** the MyFloridaMarketPlace transaction fee.

4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

4.1 Compliance with Statutes, Rules and Regulations

In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Contract.

4.2 State Policies

The Provider shall comply with the policies set forth in the Department of Financial Services' Reference Guide for State Expenditures and active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing.

4.3 Independent Contractor, Subcontracting and Assignments

4.3.1 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 State of Florida, except where the Provider is a State agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees as a result of performing the duties or obligations of this Contract.

4.3.2 The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

4.3.3 The Provider may not subcontract under this Contract

4.3.3.1 The Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of the Department, which shall not be unreasonably withheld. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida.

4.3.3.2 The Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

4.3.3.3 The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.

4.3.4 To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (0.5%) of the amount due per day from the

expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

4.4 Provider Indemnity

Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this Contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms will also apply:

4.4.1 If the Provider removes an infringing product because it is not reasonably able to modify that product or secure the Department the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.

4.4.2 Further, the Provider shall indemnify the Department for all costs and attorneys' fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure; or arising from or relating to the scope of the Provider's redaction of the record, as provided for under Section 5.3, including litigation initiated by the Department.

4.4.3 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 Department negligent shall excuse the Provider of performance under this provision, in which case the Department 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 Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

4.5 Insurance

The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, 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. Upon the execution of this Contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Department reserves the right to require additional insurance as specified in this Contract.

4.6 Notice of Legal Actions

The Provider shall notify the Department of potential or actual legal actions taken against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact the Department. The Provider shall notify the Department's Contract Manager within ten (10) days of Provider becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

4.7 Intellectual Property

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 of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of the Department, fully compensated for by the Contract amount. Neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

4.7.1 If the Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in Exhibit A as having specific limitations, 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. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by the Department its employees, agents or contractors during the term of this Contract and perpetually thereafter.

4.7.2 All applicable subcontracts shall include a provision that 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. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

4.8 Transition Activities

Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Contract and shall support the requirements for transition as specified in a Department-approved Transition Plan, which shall be developed jointly with the new provider in consultation with the Department.

4.9 Real Property

Any State funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of State funding for this purpose, if the Provider disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the State's initial investment, as adjusted by depreciation.

4.10 Publicity

Without limitation, the Provider and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State agency or affiliate or any officer or employee of the State, or any State program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective customers.

4.11 Sponsorship

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) 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 organization.

4.12 Employee Gifts

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

4.13 Mandatory Reporting Requirements

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

4.13.1 A reportable incident is defined in CFOP 180-4, which can be obtained from the Contract Manager.

4.13.2 Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Contract Manager.

4.13.3 Other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myflfamilies.com. The Provider and subcontractor may

also mail the completed form to the Department of Children and Families, Office of Inspector General, The Center, 2415 Monroe Street, Suite 400 - I, Tallahassee, Florida, 32303; or via fax at (850) 488-1428.

4.14 Employment Screening

4.14.1 The Provider shall ensure that all staff utilized by the Provider and its subcontractors (hereinafter, "Contracted Staff") that are required by Florida law and by CFOP 60-25, Chapter 2, which is hereby incorporated by reference to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

4.14.1.1 Employment history checks;

4.14.1.2 Fingerprinting for all criminal record checks;

4.14.1.3 Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

4.14.1.4 Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and

4.14.1.5 Security background investigation, which may include local criminal record checks through local law enforcement agencies.

4.14.1.6 Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

4.14.2 The Provider shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

4.14.3 The Department requires, as applicable, the use of the Officer of Inspector General's Request for Reference Check form (CF 774), which states: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families or a Contract or sub-contract provider, a check with the Office of Inspector General (IG) is required to determine if the individual is or has been a subject of an investigation with the IG's Office. The request will only be made on the individual that is being recommended to be hired for the position if that individual has previously worked for the Contract or sub-contract provider, or if that individual is being promoted, transferred or demoted within the Contract or sub-contract provider."

4.15 Human Subject Research

The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §§ 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

4.16 Coordination of Contracted Services

Section 287.0575, F.S., mandates various duties and responsibilities for certain State agencies and their contracted service providers, and requires the following Florida health and human services agencies to coordinate their monitoring of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs, and Department of Veterans Affairs, where applicable.

In accordance with section 287.0575(2), F.S., each contract service provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of their health and human services contracts to their respective Contract Manager(s). The list must include the following information:

4.16.1 Name of each contracting State agency and the applicable office or program issuing the contract.

4.16.2 Identifying name and number of the contract.

4.16.3 Starting and ending date of each contract.

4.16.4 Amount of each contract.

4.16.5 A brief description of the purpose of the contract and the types of services provided under each contract.

4.16.6 Name and contact information of each Contract Manager.

5. RECORDS, AUDITS AND DATA SECURITY

5.1 Records, Retention, Audits, Inspections and Investigations

5.1.1 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 Department under this Contract. Upon demand, at no additional cost to the Department, 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 5.1.2. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

5.1.2 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 longer when required by law. In the event an audit is required under 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 Department.

5.1.3 At all reasonable times for as long as records are maintained, persons duly authorized by the Department 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.

5.1.4 A financial and compliance audit shall be provided to the Department as specified in this Contract and in Attachment 8.

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

5.1.6 No record may be withheld 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 public inspection 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.

5.2 Inspections and Corrective Action

The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this Contract. Following such review, the Department may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's direction. This provision will not limit the Department's choice of remedies under law, rule, or this contract.

5.3 Provider's Confidential and Exempt Information

5.3.1 By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. The Provider, upon written request of the Department, shall promptly provide a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

5.3.2 Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:

5.3.2.1 Provider must clearly label as trade secret, any portion of the documents, data, or records submitted that it considers to be trade secret, as defined in Section 812.081(1)(c), F.S., and exempt from public inspection or disclosure pursuant to Florida's Public Records Law. The labeling will include a justification citing specific statutes and facts that

authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.

5.3.2.2 The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 5.3.2.1. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.1, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

5.3.3 The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

5.4 Health Insurance Portability and Accountability Act

☐ The Provider certifies that neither it nor its subcontractors will have access to, receive or provide Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (42 U.S.C. § 1320d.) and the regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) incidental to performance of this Contract.

☒ In compliance with 45 CFR § 164.504(e), the Provider shall comply with the provisions of Attachment 22 to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to the Provider's performance of this Contract.

5.5 Information Security

The Provider shall comply with, and be responsible for ensuring subcontractor compliance as if they were the Provider with, the following information security requirements whenever the Provider or its subcontractors have access to Department information systems or maintain any client or other confidential information in electronic form:

5.5.1 An appropriately skilled individual shall be identified by the Provider to function as its Information Security Officer. The Information Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of information security for Department information systems or any client or other confidential information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to Department information systems or any client or other confidential information. The Information Security Officer will ensure that any access to Department information systems or any client or other confidential information is removed immediately upon such access no longer being required for Provider's performance under this contract.

5.5.2 The Provider shall provide the latest Departmental security awareness training to all who request or have access, through the Provider's access, to Department information systems or any client or other confidential information.

5.5.3 All who request or have access, through the Provider's access, to Department information systems or any client or other confidential 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 Contract Manager.

5.5.4 The Provider shall prevent unauthorized disclosure or access, from or to Department information systems or client or other confidential information. Client or other confidential information on systems and network capable devices shall be encrypted per CFOP 50-2.

5.5.5 The Provider agrees to notify the 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 to any client or other confidential information.

5.5.6 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 Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

5.6 Public Records

5.6.1 The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. 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. As required by section 287.058(1)(c), F.S., it is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

5.6.2 As required by section 119.0701, F.S., to the extent that the Provider is acting on behalf of the Department within the meaning of section 119.011(2), F.S., the Provider shall:

5.6.2.1 Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.

5.6.2.2 Upon request from the Department's custodian of public records, provide to the Department a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

5.6.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to the Department.

5.6.2.4 Upon completion of the contract, transfer, at no cost, to the Department all public records in possession of the Provider or keep and maintain public records required by the Department to perform the service. If the Provider transfers all public records to the Department upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

5.6.3 IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT DCFCustodian@MYFLFAMILIES.COM, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, THE CENTRE SUITE 400, 2415 MONROE STREET, TALLAHASSEE, FL 32303.

6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

6.1 Financial Penalties for Failure to Take Corrective Action

6.1.1 In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., should the Department require a corrective action to address noncompliance under this Contract, incremental penalties listed in section 6.1.2 through section 6.1.3 shall be imposed for Provider failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the Department to complete corrective action, but shall not exceed ten (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict the Department's application of any other remedy available to it under law or this Contract.

6.1.2 The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan, in accordance with the following standards.

6.1.2.1 Noncompliance that is determined by the Department to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

6.1.2.2 Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty.

6.1.2.3 Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

6.1.3 The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Provider.

6.2 Termination

6.2.1 In accordance with Section 22 of PUR 1000 Form, this Contract may be terminated by the Department without cause upon no less than thirty (30) calendar days' notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.

6.2.2 This Contract may be terminated by the Provider upon no less than one-hundred and twenty (120) calendar days' notice in writing to the Department unless another notice period is mutually agreed upon in writing.

6.2.3 In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to the Provider. The Department shall be the final authority as to the availability and adequacy of funds.

6.2.4 In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Provider, excluding Saturday, Sunday, and Holidays. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Contract. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

6.2.5 Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider. To be terminated under this provision, the Provider must have:

6.2.5.1 Previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or

6.2.5.2 Had a contract terminated by the Department for cause.

6.2.6 In the event of termination under Sections 6.2.1 or 6.2.3, the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.

6.2.7 If this Contract is for an amount of \$1 Million or more, the Department may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this contract, the Department may terminate this contract at any time the Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

6.3 Dispute Resolution

6.3.1 Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department, which shall be reduced to writing and a copy of the decision shall be provided to the Provider by the Contract Manager. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Department's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution.

6.3.2 After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract.

6.3.3 After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the exhibits or other attachments, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties.

6.3.4 Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.

6.3.5 This section shall not limit the parties' rights of termination under Section 6.2.

6.3.6 All notices provided by the Department under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.3 via the U.S. Postal Service or any other delivery service that provides verification of delivery, or via hand delivery. All notices provide by the Provider under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.4 via U.S. Postal Service or any other delivery service that provides verification of delivery, or via hand delivery.

7. OTHER TERMS

7.1 Governing Law 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. State Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be in Leon County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

7.2 No Other Terms

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.

7.3 Severability of Terms

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.

7.4 Survival of Terms

Unless a provision hereof expressly states otherwise, all provisions hereof concerning obligations of the Provider and remedies available to the Department survive the ending date or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment.

7.5 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 adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

7.6 Anticompetitive Agreements

The Provider will not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Department or a provider of services to the Department.

7.7 Communications

Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication in writing, such communication includes email, and attachments thereto are deemed received when the email is received.

7.8 Accreditation

The Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

7.9 Transitioning Young Adults

The Provider understands the Department's interest in assisting young adults aging out of the dependency system. The Department encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

7.10 DEO and Workforce Florida

The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Department encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.

7.11 Purchases by Other Agencies

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.045, Florida Administrative Code, if requested by another agency. Other State agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7.12 Unauthorized Aliens

Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Department for violation of section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider and its subcontractors will 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 and its subcontractors' employees performing under this Contract. Employees assigned to the contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

7.13 Civil Rights Requirements

These requirements shall apply to the Provider and all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

7.13.1 The Provider shall comply with the provisions In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status.

7.13.2 The Provider shall not 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, Parts 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.

7.13.3 If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within thirty (30) days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

7.14 Use of Funds for Lobbying Prohibited

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.

7.15 Public Entity Crime and Discriminatory Contractors

Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a

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

7.16 Whistleblower's Act Requirements

In accordance with subsection 112.3187, F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

7.17 PRIDE

Articles which are the subject of or are required to carry out this Contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this Contract, the Provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

7.18 Recycled Products

The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of sections 403.7065, F.S.

8. FEDERAL FUNDS APPLICABILITY

The terms in this section apply if Federal Funds are used to fund this Contract.

8.1 Federal Law

8.1.1 The Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 2 CFR, Part 200, and other applicable regulations.

8.1.2 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.

8.1.3 If this Contract contains over \$150,000 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 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 Department.

8.1.4 No Federal Funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains Federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment **23**. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Contract.

8.1.5 If this Contract 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.

8.1.6 If the Provider is a federal subrecipient or pass-through entity, then the Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8.1.7 If the Provider is a federal subrecipient or pass through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine whether or not its subcontracts are being awarded to a "contractor" or a "subrecipient," as those terms are defined in 2 CFR, Part 200. If a Provider's subcontractor is determined to be a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

8.2 Executive Compensation Reporting

Annually on or before May 1 Provider will complete and return the Executive Compensation Annual Report found [here](#).

8.3 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>.

9. CLIENT SERVICES APPLICABILITY

The terms in this section apply if the box for Client Services is checked at the beginning of this Contract.

9.1 Client Risk Prevention

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

9.2 Emergency Preparedness Plan

If the tasks to be performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this contract, submit to the Contract Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term "supervision" includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting. No later than twelve months following the Department's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary. The Department agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assume implementation of agreed emergency relief provisions.

9.3 Support to the Deaf or Hard-of-Hearing

9.3.1 The Provider and its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and CFOP 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.

9.3.2 If the Provider or any of its subcontractors employs 15 or more employees, such Provider and subcontractor shall each designate a Single-Point-of-Contact to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database by the 5th business day of the month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The

name and contact information for the Provider's Single-Point-of-Contact shall be furnished to the Department's Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

9.3.3 The Provider shall, within thirty (30) days of the effective date of this requirement, contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.

9.3.4 The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and their subcontractors with fifteen (15) or more employees shall attest in writing 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.

9.3.5 The Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The Provider and its subcontractors. The approved Notice is available at: <http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters>.

9.3.6 The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

9.3.7 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.

9.3.8 The Department requires each contract/subcontract provider agency's direct service employees to complete training on [serving our Customers who are Deaf or Hard-of-Hearing](#) and sign the Attestation of Understanding. Direct service employees performing under this Contract will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

9.4 Confidential Client and Other Information

Except as provided in this Contract, the Provider shall not use or disclose but shall protect and maintain the confidentiality of any client information and any other information made confidential by Florida law or Federal laws or regulations that is obtained or accessed by the Provider or its subcontractors incidental to performance under this Contract.

9.4.1 State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 741.3165 and 916.107, F.S.

9.4.2 Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. § 2020(e)(8), 42 U.S.C. § 602 and 2 CFR § 200.303 and 2 CFR § 200.337, 7 CFR § 272.1(c), 42 CFR §§ 2.1-2.3, 42 CFR §§ 431.300-306, 45 CFR § 205.

9.4.3 A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

9.5 Major Disasters and Emergencies

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department and payment will be issued upon FEMA approval and reimbursement.

By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described in Section 1.4.

IN WITNESS THEREOF, the parties hereto have caused this 256 page 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 VICITMS, SAFESPACE NORTH, SOUTH, CENTRAL AND EMPOWERMENT CENTER

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature:	<u>Chief Morris Copeland</u>	Signature:	<u>Shevaun L. Harris</u>
Print/Type Name:	<u>Chief Morris Copeland</u>	Print/Type Name:	<u>Shevaun L. Harris</u>
Title:	<u>Chief Community Services Officer</u>	Title:	<u>Secretary</u>
Date:	<u>11/4/2022 12:07 PM EDT</u>	Date:	<u>11/4/2022 1:17 PM EDT</u>

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

Federal Tax ID # (or SSN): 59-6000573

Provider Fiscal Year Ending Date: 6/30.

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EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 9 of the Integrated Standard Contract, as provided herein:

A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A-1.1. This Contract incorporates by reference §§39.905, 39.908, 741.28, 784.046, F.S., and Chapter 65H-1, F.A.C., with initially capped terms in this Contract, not otherwise defined in this Contract, as defined in those statutes and rules.

A-1.2. This Contract incorporates by reference **Attachments 3-31** which are located at <https://www.myflfamilies.com/service-programs/domestic-violence/contract-documents.shtml>

A-1.3. Definitions

Program specific definitions may be found in the “Definition of Terms” (**Attachment 4**).

A-2. STATEMENT OF WORK

There are no additional provisions to this section of this Contract.

A-3. PAYMENT, INVOICE AND RELATED TERMS

A-3.1. Travel Expenses

The Certified Domestic Violence Center shall establish a travel policy to include travel approval (**Attachment 29**) and reimbursement (**Attachment 30**) in accordance with s.112.061, F.S. The Certified Domestic Violence Centers are not required to use Attachment(s) 29 and 30 but must have a similar process in place. The Certified Domestic Violence Center shall submit the travel policy to the assigned contract manager within 30 days of contract execution for approval.

A-3.2. Section 3.5 last sentence is amended to read:

The provider shall return to the Department any unused funds; any accrued interest earned; and any unmatched grant funds, as detailed in the Final Financial Report, no later than 45 days following the ending date of this Contract.

A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

A-4.1. In accordance with Section, 39.905, F.S., Section 90.5036, F.S., Chapter 65H-1, F.A.C., and CFOP 170-25, the Provider shall be a Certified Domestic Violence Center with an active certification issued by the Department. If the Department finds that there is failure by a Domestic Violence Center to comply with the requirements established, or rules adopted, under this section, the Department may deny, suspend, or revoke the certification of a Domestic Violence Center. The annual certificate automatically expires on June 30 of each State Fiscal Year unless the certification is temporarily extended to allow the center to implement a corrective action plan. An active certification is a non-negotiable condition of this contract. At the discretion of the Department, all payments may be withheld until the Domestic Violence Center obtains an active certification.

A-4.2. Section 4.13.2 is amended to read:

To the extent services are provided to clients under this Contract, reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately

reported to the assigned contract manager.

A-5. RECORDS, AUDITS AND DATA SECURITY

A-5.1. Section 5.3 is amended to add:

5.3.4 - The Provider shall permit all persons duly authorized by the Department 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.

A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

A-6.1. Section 6.2.2 is replaced with:

Termination: This Contract may be terminated without cause by the Department upon no less than 30 days' notice, and by the Certified Domestic Violence Center upon no less than 180 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 any delivery service that provides verification of delivery or by hand delivery to the assigned contract manager or the representative of the Certified Domestic Violence Center responsible for administration of the program. If either party terminates this Contract with or without cause, that party shall coordinate a transition plan, as described in the "Certified Domestic Violence Center Expiration/Termination Transition Planning Requirements" (**Attachment 25**) with the other party within 30 calendar days' of making such notification. This provision shall not limit the Department's ability to terminate this Contract for cause according to other provisions herein.

A-6.2. Section 6.3.7 is amended to add:

Dispute Resolution: The parties agree to cooperate in resolving any differences in interpreting this Contract. Each party shall notify the other party of the name, business address and telephone number of that party's designated representative for dispute resolution purposes. Within five (5) business days from receipt by the designated representative of the other party's written request for dispute resolution, the representatives will conduct a face-to-face meeting (or telephonic if mutually agreed) to resolve the disagreement. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the Certified Domestic Violence Center's Chief Executive Officer (CEO) or Executive Director (ED), or their designee, and the Director of the Office of Domestic Violence, or their designee. Upon referral, the CEO or ED and the Director of the Office of Domestic Violence shall confer to resolve the issue. If the Director of the Office of Domestic Violence and CEO or ED are unable to resolve the issue within ten (10) business days, the matter will be referred to the Secretary or his or her designee, whose decision on the matter will be final. The parties reserve all their rights and remedies under Florida law.

A-7. OTHER TERMS

A-7.1. Florida Coalition Against Domestic Violence (FCADV) Settlement Agreement – 2022-2023 General Appropriations Act, Section 67

In accordance with the General Appropriations Act, Section 67 and the FCADV Settlement Agreement (Case No.: 2020 CA 431, Case No.: 2020 CA 437, Case No.: 2020 CA 1044, Case No.:

2020 CA 1187), upon the execution of this contract, the Certified Domestic Violence Center shall invoice the Department for their appropriated amount of **\$260,010.36**. The Certified Domestic Violence Center is authorized to use the funds based on its approved spending plan (**Attachment 2**). Revisions of the spending plan shall be submitted to the assigned contract manager for approval. All funds and purchased goods and/or services shall be spent and received by June 30, 2023. Any unspent funds shall be returned to the Department by July 30, 2023.

A-7.2. Section 7.12 is amended to add:

Employment Eligibility Verification: The Provider is required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all newly hired employees used by the Provider under this Contract, pursuant to section 448.095, Florida Statutes. Also, the Provider must include in related subcontracts, if authorized under this Contract, a requirement that subcontractors performing work or providing services pursuant to this Contract use the E-Verify system to verify employment eligibility of all newly hired employees used by the subcontractor for the performance of services under this Contract. The subcontractor must provide the Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Provider must maintain a copy of such affidavit for the duration of the Contract. If the Department has a good faith belief that a subcontractor knowingly violated section 448.095(1), Florida Statutes, and notifies the Provider of such, but the Provider otherwise complied with this statute, the Provider must immediately terminate the contract with the subcontractor.

A-7.3. Section 7.14 is amended to add:

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.

A-7.4. Section 7 is amended to add:

7.19 Given the nature of this Contract, the Certified Domestic Violence Center is expected to have continuing duties that survive the ending date or earlier termination of this Contract. By way of incomplete examples, these duties will most likely include reports (fiscal and programmatic), budgets, audits, and payments. Absent completion of surviving terms, the Certified Domestic Violence Center may not change its corporate status in any manner without Department approval.

A-7.5. Third Parties

This Contract shall not be construed as providing any enforceable right to any third party.

A-7.6. Governance

The provider shall be a Certified Domestic Violence Center with an administrative office located in the geographic area served by the Certified Domestic Violence Center. All of the policy making, management, and operational control of the Certified Domestic Violence Center shall be vested in a self-perpetuating Board of Directors or a Committee of the Board of Directors whose membership shall meet the minimum requirements of Section 39.905(1)(e), F.S., which requires at least three (3) citizens, one of whom must be a member of a local, municipal, or county law enforcement agency. If a board committee governs the Certified Domestic Violence Center, 100 percent of its membership must consist of persons residing within the service area of the Certified Domestic Violence Center. The directors and officers of the Certified Domestic Violence Center shall have no business or financial ties to the Certified Domestic Violence Center, any of the providers that are part of the Certified Domestic Violence Center's provider network, or any suppliers that result in a personal

financial gain to any director or officer. Service providers shall not maintain voting rights within the Board of Directors.

A-7.6.1. Provider(s) shall have a written policy that establishes minimum required board training, orientation, and an annual self-assessment for the purpose of ensuring its ongoing viability.

A-7.6.2. Board orientation and/or annual training shall include governance-based roles and responsibilities; by-laws and policy review; fiscal review; history of the center, including any compliance related issues, program services and service management, privilege and confidentiality, and basic domestic violence training.

A-7.6.3. Orientation shall be provided, and training shall be completed within the first six months. Members should not accept an office before completing training.

A-7.6.4. Board Composition: Provider(s) shall have a written policy that establishes guidelines on addressing the composition of the board, including racial and ethnic representation from diverse populations and survivors of violence.

A-7.6.5. Related Party Transactions and Conflict of Interest: The Provider's Board of Directors shall establish uniform and consistent policies to address procurement requirements for any related party transactions which include, at a minimum, the prohibition of any conflicts of interest among the Provider, its staff, and its Board of Directors.

A-8. FEDERAL FUNDS APPLICABILITY

A-8.1. Economic Self-Sufficiency (TANF) Funds: TANF Funds must be spent on TANF-eligible clients (**ATTACHMENT 18**). 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, a refund of excess funds is required. The Provider shall comply with federally mandated service outcomes as described in the approved Department of Children and Families Plan for Allocating TANF funds to Certified Domestic Violence Centers incorporated herein by reference. All statutorily mandated services and safety planning activities are eligible for TANF funds. Other services must be approved on an individual basis.

A-8.2. Department of Health and Human Services, Family Violence Prevention and Services Act (FVPSA) Funds: 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 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.

A-9. CLIENT SERVICES APPLICABILITY

A-9.1. Section 9.1 is amended to add:

9.1.1 The Provider shall report critical incidents to the Department as follows:

9.1.1.1 The following incidents, because of their severity, require telephone notification to the assigned contract manager within five (5) hours after the incident occurs.

9.1.1.1.1 Closure of Facility or Outreach Office: Any act in which the facility must close for five hours or longer. The Department may assist with the coordination of relocation for residents to another certified domestic violence

center as needed. For any shelter or outreach location closed for more than seventy-two (72) hours, a service provision plan must be submitted in addition to the Incident Reporting Form.

9.1.1.1.2 Sexual Battery: Any incident resulting in a participant alleging sexual battery by another participant, employee, or volunteer while residing at the shelter facility or while receiving outreach services.

9.1.1.1.3 Death: Any incident that involves the death of a participant or their dependent which occurs while residing at the shelter facility, or any incident that involves the death of an employee or a volunteer while on center property.

9.1.1.2 The Provider shall report the following incidents to the Department at the time center staff become aware of the incident and in no event more than twenty-four (24) hours after the incident occurs.

9.1.1.2.1 Communicable Disease: Any outbreak of a communicable disease in the shelter facility that requires implementation of control procedures, or a quarantine order issued by the State Health Officer or county health department.

9.1.1.2.2 Media Inquiry: Any action by a program participant, their dependent, an employee, or a volunteer that results in an inquiry by public media, the Legislature, or the Office of the Governor.

9.1.1.2.3 Death of Outreach Participant: Any death occurring while receiving outreach services.

9.1.1.2.4 Serious Injury/Illness: Any incident resulting in a serious injury or illness that requires the response of law enforcement, emergency medical services, paramedics, or firefighters and is a result of conditions at the center that pose a serious risk of imminent harm to the health or safety of participants.

9.1.1.2.5 Altercation: Any incident resulting in a serious injury that requires medical treatment by a licensed health care professional due to a physical altercation between two or more participants, or their dependents; or between one or more participant, their dependent, an employee, or a volunteer.

9.1.1.2.6 Financial Mismanagement: Theft/larceny or center assets (money or property) by any staff member or volunteer.

9.1.2 Providers registered as advocates under Section 39.905, F.S., will comply with the provisions of s. 90.5036, F.S., when reporting an incident. The Provider shall submit all incident reports via electronic mail to the assigned contract manager on the Incident Reporting Form, incorporated by reference.

A-9.2. Section 9.4.1 is amended to read: State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 90.5035, 90.5036, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 741.3165 and 916.107, F.S.

EXHIBIT B - SCOPE OF WORK

B-1. SCOPE OF SERVICE

B-1.1. Core Domestic Violence Services: The Provider shall maintain Certification through provision of the following core domestic violence services, as defined in Section 39.905, F.S. and Chapter 65H-1, F.A.C.

B-1.1.1. Emergency Shelter for 24 hours or more

B-1.1.2. Counseling

B-1.1.3. 24-Hour Hotline

B-1.1.4. Assessment of Children

B-1.1.5. Direct Service Information and Referral

B-1.1.6. Case (Service) Management

B-1.1.7. Non-residential Outreach Services

B-1.1.8. Community Education

B-1.1.9. Professional Training

B-1.2. Domestic Violence Prevention Services: The Provider will deliver comprehensive domestic violence primary prevention strategies and services targeted to youth and community partners. These strategies and comprehensive services will be outlined in the Provider's submitted implementation plan for prevention, which must be approved by the Department.

B-1.3. Co-Located Child Protection Investigation (CPI) Project Services: The Provider will collaborate with child and family well-being professionals to increase the resources, services, and advocacy available to survivors of domestic violence that have an open child abuse investigation, diversion case or are involved in the dependency process and are the nonoffending parent.

B-2. MAJOR CONTRACT GOALS

In accordance with Section 39.901, F.S., it is the intent of the Legislature that the Department of Children and Families provide domestic violence services to survivors of domestic violence and their children. The goals of the program are to increase the safety of survivors and their children by ensuring victim service providers conduct trauma-informed, empowerment-based advocacy, culturally responsive service provision for survivors of domestic violence, dating violence, sexual assault, and stalking.

B-3. SERVICE AREA/LOCATIONS/TIMES

B-3.1. The Provider's administrative offices shall be located at the address specified in the CF Standard Contract, **Section 1.2.3**. Administrative offices shall be open during normal business hours, Monday through Friday.

B-3.2. The Provider shall maintain sufficient facilities and equipment to deliver the agreed upon services. In accordance with Section 39.908, F.S., information about the location of domestic violence centers and facilities is confidential and exempt from the provisions of Section 119.07(1), F.S. 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.

- B-3.3.** Domestic violence emergency services, including hotline, shall be provided twenty-four (24) hours a 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.
- B-3.4.** Non-emergency services shall be provided at times that allow the greatest number of the targeted population to participate.
- B-3.5.** The Provider shall notify the assigned contract manager, in writing, at least thirty (30) calendar days in advance of any changes in the street or mailing address, telephone number, electronic mail address, or facsimile number that affects the Department's ability to contact the Provider.
- B-3.6.** In accordance with Chapter 65H-1.012(3), F.A.C., 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 notify the assigned contract manager, in writing, at least thirty (30) calendar days prior to the change or addition, and request approval from the Department.

B-4. CLIENTS TO BE SERVED

- B-4.1.** Clients to be served are survivors of domestic violence, dating violence, sexual assault within the context of domestic violence, and stalking, and their children, family, or household members, as well as members of the public with respect to education and training services. The Provider is expected to collaborate with local child and family well-being agencies to provide consultation to child and family well-being 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 and are the nonoffending parent.
- B-4.2.** Clients shall not be charged a fee for services.

B-5. CLIENT ELIGIBILITY

- B-5.1.** Client eligibility for services shall be governed by federal and state laws, rules, and regulations.
- B-5.2.** The Provider will determine eligibility criteria according to local needs and in accordance with CFOP 170-25. 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.
- B-5.3.** Temporary Assistance for Needy Families (TANF) services shall be determined based on need as determined by completion of the TANF Eligibility Determination Form.
- B-5.4.** Pursuant to ss. 414.095(2)(a), F.S., eligible clients funded with TANF shall be a United States Citizen or qualified non-citizen, as defined in ss. 414.095(3), F.S.
- B-5.5.** For additional requirements for TANF funds, see **Section A-8.1.**

[Remainder of page intentionally left blank]

B-6. CLIENT DETERMINATION

The 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.

B-7. CONTRACT LIMITS

B-7.1. Services in addition to those required by the express provisions of this Contract shall be deemed gratuitous and without charge to the Department.

B-7.2. Activities That Compromise Victim Safety and Recovery or Undermine Offender

Accountability: The Provider agrees that funds under this Contract will not support activities that may compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; using technology without addressing implications for victim confidentiality, safety planning, and the need for informed consent; partnering with individuals or organizations that support/promote practices that compromise victim safety and recovery or undermine offender accountability.

B-7.3. Any Certified Domestic Violence Center that requests additional funding either in excess of 5% of its current annual funding or for two consecutive years, as a precondition for receipt of the requested funding, may be required to pay for a forensic audit of itself performed by auditors chosen by and reporting their results to the Department. Additional circumstances for consideration by the Department in determining whether a forensic audit is necessary, may include but is not limited to, findings identified by an independent financial audit, concerns from the Risk Pool Committee, and/or lack of collaboration related to Financial Viability Plan.

B-7.4. The Office of Domestic Violence (ODV) establishes Certified Domestic Violence expenditure guidelines. The Certified Domestic Violence Center administrative employee may not receive a salary, whether base pay or base pay combined with any bonus or incentive payments, in excess of 150 percent of the annual salary paid to the Secretary of the Department of Children and Families from state-appropriated funds, including state- appropriated federal funds. This subsection does not prohibit any party from providing cash that is not from appropriated state funds to a Certified Domestic Violence Center administrative employee.

B-7.5. Pending Litigation: The Department will consult with the Certified Domestic Violence Center regarding pending lawsuits that may affect services under this Contract but will have no obligation to the Certified Domestic Violence Center to undertake or change any position in any case. The Certified Domestic Violence Center shall comply with any requirements imposed by an applicable court order or settlement related to such lawsuits. Verified increases in costs resulting therefrom will be considered by the Department. The Certified Domestic Violence Center will notify the Department of all lawsuits related to this Contract or services, within ten (10) calendar days of receipt of service.

EXHIBIT C - TASK LIST

The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

C-1. SERVICE TASKS

The Provider shall perform the following tasks and document task completion by completing and delivering all reports, documentation, and deliverables as specified in **Section C-2.4**, Records and Documentation, **Section C-2.5**, Reports, and **Section D-2**, Deliverables.

C-1.1. Collect data and submit performance measure results as specified in **Section D-2**, Deliverables, and **Exhibit E**, Minimum Performance Measures.

C-1.2. Services shall be delivered in accordance with the requirements of Section 39.901 through 39.908, F.S., Chapter 65H-1, F.A.C, CFOP 170-25, and all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2014, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C §§ 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

C-1.3. Core Domestic Violence Services

C-1.3.1. Services to be available for all residential and outreach participants on an ongoing basis:

C-1.3.1.1. Emergency shelter for 24 hours or more

C-1.3.1.2. Counseling and Advocacy Services (including crisis intervention, safety planning, assessment of risk, and intervening with various social and legal agencies on behalf of participants as needed)

C-1.3.1.3. 24-hour hotline

C-1.3.1.4. Assessment and appropriate referral of resident children

C-1.3.1.5. Direct-service information and referral

C-1.3.1.6. Case (service) management

C-1.3.1.7. Non-residential outreach services

C-1.3.2. Services to be provided for the community throughout each state fiscal year:

C-1.3.2.1. Community education

C-1.3.2.2. Professional training for law enforcement and other professionals

C-1.4. Primary Prevention Services

C-1.4.1. Maintain at least 0.5 FTE designated to facilitate and participate in primary prevention programming.

C-1.4.2. Engage in primary prevention activities addressing all the levels of the social ecological model (individual, relationship, community, and society) within the local community. An implementation plan for FY22-23 shall be submitted within 45 days of contract execution.

C-1.4.3. Provider will facilitate community engagement opportunities and initiatives which may include, but not be limited to, the following:

C-1.4.3.1. Teaching safe, equitable, and respectful relationship skills:

C-1.4.3.1.1. Social-emotional learning programs for youth

C-1.4.3.1.2. Safe, equitable, and respectful relationship programs

C-1.4.3.2. Engaging influential adults and peers:

C-1.4.3.2.1. Men and boys as allies in prevention

C-1.4.3.2.2. Family-based programs

C-1.4.3.3. Disrupting the developmental pathways toward partner violence

C-1.4.3.3.1. Preschool enrichment with family engagement

C-1.4.3.3.2. Parenting skill and family enrichment programs

C-1.4.3.4. Creating Protective Environments:

C-1.4.3.4.1. Improving school climate and safety

C-1.4.3.4.2. Improve organizational policies and workplace climate

C-1.4.3.4.3. Modify the physical and social environments of neighborhoods and/or communities

C-1.4.3.5. Strengthen economic supports for families:

C-1.4.3.5.1. Strengthen household financial security

C-1.4.3.5.2. Strengthen work-family supports

C-1.4.3.5.3. Increasing access to housing, food, childcare, transportation, and equitable wages

C-1.4.4. Provider will apply findings/recommendations from the most recent annual local or statewide fatality review to develop program implementation plan for SFY23-24 due by June 1st.

C-1.5. Co-located Child Protection Investigator (CPI) Project

C-1.5.1. Maintain a minimum of one staff responsible to be co-located 60% of the time (3 out of 5 workdays) within the CPI unit of a regional DCF or Sheriff's Office to assist with case consultations and staffing. Documentation shall be signed by a regional Department supervisor to substantiate co-location and shall be submitted monthly.

- C-1.5.2.** Provide advocacy support and referral services for survivors of domestic violence where the survivor has an open child abuse investigation, diversion case, or is involved in the dependency process.
- C-1.5.3.** Provide accompaniment to CPI interviews, case staffing and other meetings with child and family well-being workers.
- C-1.5.4.** Participate in case staffing meetings that include child and family well-being involved domestic violence cases. A case staffing is defined as a formal meeting with CPI and community partners to coordinate services.
- C-1.5.5.** Provide consultation services to child and family well-being staff to help enhance survivor and child safety and hold perpetrators accountable. Case consultations may include helping CPI identify power and control dynamics and the impact of coercive control on survivors and children while maintaining confidentiality.
- C-1.5.6.** Participate in all quarterly statewide CPI Project calls facilitated by the Department's contracted training and technical assistance provider. All quarterly calls and center-specific technical assistance facilitated by the Department's contracted training and technical assistance provider must be attended by co-located advocate(s) and project supervisor.
- C-1.5.7.** Conduct quarterly meetings with regional Office of Child and Family Well-Being (OCFW) and CBC leadership and other stakeholders as needed, to collaborate on the CPI co-located project and enhance safety and services to survivors and their children. The Provider's Executive Director or delegate shall be present for all meetings.

C-1.6. Statewide Needs Assessment

- C-1.6.1.** At the request of the Department, the Provider shall participate in DCF-sponsored activities related to a statewide needs assessment including, but not limited to, stakeholder interviews, focus groups, statistical information requests, and surveys. Activities to be determined by the Department.
- C-1.6.2.** The Provider shall submit a quarterly report regarding survivor requests for services or assistance which the Provider was unable to provide due to barriers or other reasons.
- C-1.6.3.** The Provider shall submit a minimum of one story per quarter about how an individual survivor navigated services within the community. The survivor's name shall be changed to protect the survivor's safety and confidentiality.
- C-1.7.** The Provider shall coordinate services with 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 survivors of domestic and dating violence, stalking, and sexual violence in the context of domestic violence.
- C-1.8.** The Provider shall coordinate on Statewide Initiatives in collaboration with the new service administrator(s) as designated by the Department.

C-1.9. Osnium WS Software:

- C-1.9.1.** The Provider shall use Osnium WS as its database case management system. All Florida Domestic Violence Services Reports, (**Attachment 9**), and FVPSA Performance Progress Reports, (**Attachment 10**), shall be submitted using data from the Osnium WS

system. The Provider shall comply with all terms and conditions of any license granted by the Department to the Provider relating to use of the Osnium WS software data collection system.

C-1.9.2. The Provider shall seek approval from the Department 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.

C-1.9.3. The Department will determine how often the Osnium WS software needs updating. The Provider shall perform all Osnium WS software updates within 30 days of update issuance.

C-1.10. Transportation Disadvantaged: The Provider shall comply with the provisions of Chapter 427, F.S., Part I, Transportation Services, and Chapter 41-2, F.A.C., 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.

C-1.11. 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.

C-2. ADMINISTRATIVE TASKS

C-2.1. Staffing

C-2.1.1. Minimum Staffing: In addition to those positions required by Chapter 65H-1.013(8)(a), F.A.C., the Provider must always have sufficient staffing to provide quality services and help ensure the safety of participants and staff. As the number of residents in shelter increase, the Provider must adjust its staffing to accommodate for the increased demand. The Provider must have minimum staffing as reflected in the chart below:

Number of residents in shelter*	Number of staff required	Days/hours required staff must be on site at shelter
20 or fewer	1	24 hours per day, 7 days per week
21 – 49	2	8:00 am – 11:00 pm, 7 days per week (at least 1 staff member must be on site from 11:00 pm – 8:00 am daily)
50 – 99	2	24 hours per day, 7 days per week
100 or more	3	24 hours per day, 7 days per week

**This chart represents minimum staffing requirements per shelter facility. Number of residents in shelter may not be combined from multiple shelters to determine minimum staffing requirements.*

C-2.1.2. 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 Department, within 90 days of employee's initial employment or volunteer direct service start date with the Provider.

Refer to **(Attachment 3)** for additional submission guidance. When an employee or volunteer was previously registered through another center, the Provider must notify the Department within 30 days of the employee's beginning employment or start date of volunteer service so that the Department can update the privilege database. The Provider shall utilize the Department-approved Core Competency Curriculum for twenty-four (24) of the required hours of training. Only the Department or Department-authorized trainers shall provide training on the Core Competency Curriculum. When an employee or volunteer is no longer employed by the Provider, the Provider shall notify the Department within 30 days of the date of termination.

C-2.1.3. Personnel Files: The Provider shall maintain a personnel file for each employee performing services under this Contract. The file shall include at a minimum:

- C-2.1.3.1.** Hire date
- C-2.1.3.2.** Timesheets and/or activity reports that include the percentage of time allocated to the Department and are approved by the direct supervisor
- C-2.1.3.3.** Resume and proof of education and/or credentials for those positions outlined in Chapter 65H-1.013(8)(a)
- C-2.1.3.4.** Signed and dated acknowledgement indicating that the employee read and understood the center policies and procedures relevant to their position, pursuant to Chapter 65H-1.013, F.A.C. (within 60 days of hire)
- C-2.1.3.5.** Signed and dated confidentiality statement (within 60 days of hire)
- C-2.1.3.6.** Signed and dated drug-free workplace statement (within 60 days of hire)
- C-2.1.3.7.** Signed and dated current position description, which specifies the position responsibilities and qualifications, and percentage of time allocated to the Department contract (within 60 days of hire or transfer to new position)
- C-2.1.3.8.** Documentation of a valid driver's license for staff that transport participants
- C-2.1.3.9.** Documentation of advocate-victim privilege certification
- C-2.1.3.10.** Records of training received for each employee, delineating the date and hours of training received to include, but not limited to:
 - C-2.1.3.10.1.** Core competency training, if applicable
 - C-2.1.3.10.2.** 16 hours of in-service training, annually
 - C-2.1.3.10.3.** Data Security training (within 90 days of hire and annually within each state fiscal year thereafter)
 - C-2.1.3.10.4.** Anti-bullying and Anti-Harassment training (within 60 days of hire and annually within each state fiscal year thereafter)
 - C-2.1.3.10.5.** Emergency Management Plan training (within 90 days of hire and annually within each state fiscal year thereafter)

C-2.1.3.10.6. Universal Precautions training (within 90 days of hire and annually within each state fiscal year thereafter)

C-2.1.3.10.7. Conflict Resolution and De-escalation training (within 90 days of hire and annually within each state fiscal year thereafter)

C-2.1.4. Volunteer Files: The Provider shall maintain a personnel file for each direct-service volunteer performing services under this Contract. The file shall include at a minimum:

C-2.1.4.1. Direct-service state date

C-2.1.4.2. Signed and dated acknowledgement indicating that the volunteer read and understood the center policies and procedures relevant to their volunteer duties, pursuant to Chapter 65H-1.013, F.A.C. (within 60 days of direct-service start date)

C-2.1.4.3. Signed and dated confidentiality statement (within 60 days of direct service start date)

C-2.1.4.4. Signed and dated drug-free workplace statement (within 60 days of direct-service start date)

C-2.1.4.5. Signed and dated current position description, which specifies the position responsibilities and qualifications (within 60 days of direct service start date)

C-2.1.4.6. Documentation of a valid driver's license for volunteers that transport participants

C-2.1.4.7. Documentation of advocate-victim privilege certification

C-2.1.4.8. Timesheets and/or activity reports

C-2.1.4.9. Records of training received for each direct-service volunteer, delineating the date and hours of training received, to include, but not be limited to:

C-2.1.4.9.1. Core competency training, if applicable

C-2.1.4.9.2. 16 hours of in-service training, annually

C-2.1.4.9.3. Data Security training (within 90 days of direct service start date and annually within each state fiscal year thereafter)

C-2.1.4.9.4. Anti-Bullying and Anti-Harassment training (within 60 days of direct service start date and annually within each state fiscal year thereafter)

C-2.1.4.9.5. Emergency Management Plan training (within 90 days of direct service start date and annually within each state fiscal year thereafter)

C-2.1.4.9.6. Conflict Resolution and De-escalation training (within 90 days of direct service start date and annually within each state fiscal year thereafter)

C-2.1.5. Professional Qualifications:

Documentation of credentials required by Chapter 65H-1.013(8)(a), F.A.C., shall be submitted to the Department for review when any required position is filled.

C-2.1.6. Background Requirements:

- C-2.1.6.1.** The Certified Domestic Violence Center shall have a plan to maximize employee retention and conduct an annual assessment on the effectiveness of such workforce retention efforts. The Certified Domestic Violence Center shall ensure that its pertinent staff and volunteers, meet the qualification, screening and training/certification requirements as required by Chapter 65H-1, F.A.C., and Chapter 435, F.S. Certain persons may be disqualified from Certified Domestic Violence Center employment or volunteer work as provided below:
- C-2.1.6.2.** If the Certified Domestic Violence Center becomes aware that an employee or volunteer has been arrested for a disqualifying offense, the employer must conform to its own Department approved human resource policies until the arrest is resolved in a way that the employer determines that the employee is still eligible for employment under Chapter 435, F.S.
- C-2.1.6.3.** The Certified Domestic Violence Center must either terminate the employment of any of its personnel, or terminate the use of a volunteer, found by background screening to be noncompliant with the minimum standards of Chapter 435, F.S. or place the employee or volunteer in a position for which background screening is not required unless the employee or volunteer is granted an exemption from disqualification pursuant to s. 435.07, F.S.
- C-2.1.6.4.** The Certified Domestic Violence Center shall conduct a reference check of any current or former Department or any Certified Domestic Violence Center employee who applies and is being considered for employment, prior to the appointment of the individual. In accordance with CFOP 60-70, Chapter 1, 1-4. c. (Employee Separations and Reference Checks), a reference check of a current or former Department employee shall include the review of their personnel file maintained by the Department, specifically any disciplinary actions, counseling documents, and the most recent employee evaluation. The Department's supervisor or manager may be contacted to provide any job-related information to assist the Certified Domestic Violence Center with making an informed hiring decision regarding the current or former Department employee. The reference check will be documented in writing and maintained in the employee's personnel file. The Department will not give a neutral reference, and the Certified Domestic Violence Center will not accept a neutral reference, for any current or former employee of the Department seeking employment with the Certified Domestic Violence Center.

C-2.1.7. Staffing Changes:

- C-2.1.7.1.** If any position listed on the Provider Contact Information Form becomes vacant, or if the employee assigned to the position is unable to fulfill their duties and responsibilities due to an extended absence, the Provider shall notify the assigned contract manager within five (5) business days of the vacancy or absence. The notification shall identify the person(s) assuming the responsibilities of the vacant position. When the vacant position is filled, the

Provider shall notify the assigned contract manager within five (5) business days of the change.

C-2.1.8. Ethics Violations:

Each Certified Domestic Violence Center shall also establish a policy to ensure immediate reporting of ethics violations. All reporting of ethics violations complaints must be submitted in writing, on The Florida Certification Board Ethics Complaint Form, **(Attachment 19)** within 30 calendar days of becoming aware of the allegation.

C-2.2. Subcontracting 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.

C-2.3. Property

C-2.3.1. The word "property" as used in this section means equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, the value or cost of which is \$5,000 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.

C-2.3.2. No state property will be assigned to the Provider for use in performance of this Contract.

C-2.3.3. Property is unallowable as a direct charge to this Contract, except with prior written approval by the assigned contract manager. The Provider may request to purchase property under this Contract through submission of a Tangible Property Request Form, incorporated by reference.

C-2.3.4. 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 Department on a quarterly basis whether new purchases have been made or not. By May 31st annually, the Provider shall submit a complete inventory of all such property to the Department whether new purchases have been made or not.

C-2.3.5. 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 assigned contract manager must provide disposition instructions to the Provider. The provider cannot dispose of any property that reverts to the Department without the assigned contract manager's approval via a Property Disposition Form, incorporated by reference.

- C-2.3.6.** 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 Department and shall be used in place of the original acquisition cost.
- C-2.3.7.** 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 Department 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 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.
- C-2.3.8.** 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.

C-2.4. Records and Documentation

- C-2.4.1.** The Provider shall ensure all correspondence is properly labeled as follows:

Email Subject Line

- C-2.4.1.1.** Start with contract number
- C-2.4.1.2.** Example: LN123-Q2 Report
- C-2.4.1.3.** Example: LN123-NOV22-Monthly Reports

Documentation Title

- C-2.4.1.4.** Start with contract number
- C-2.4.1.5.** Reporting period
- C-2.4.1.6.** Attachment number
- C-2.4.1.7.** Example: LN123-NOV22-ATT 9

- C-2.4.2.** The Provider must implement and maintain 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 Department personnel. The Provider shall maintain records documenting the deliverables generated, total number of recipients and unique identifiers of recipients to whom services are provided, and dates of service, so that an audit trail documenting service provision can be maintained.
- C-2.4.3.** The Provider shall maintain a record on everyone 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, except for forms that require the signature of the client. Additional hard copies may be maintained at the discretion of the Provider.

C-2.4.4. The Provider shall maintain the following documentation for each required training and/or meeting conducted:

C-2.4.4.1. Training agenda to include course titles, descriptions, objectives, number of hours, names of instructors and title or position, and dates of completion.

C-2.4.4.2. In Person Training or Meeting

C-2.4.4.2.1. Titled sign-in sheet of attendees with printed names, original signatures, and title/position.

C-2.4.4.3. Online Training or Meeting

C-2.4.4.3.1. Official attendee roll hosted on an online platform, screenshot of live meeting or training showing attendee names.

C-2.4.4.3.2. Copies of scored pre and post-tests with attendee's names, if applicable.

C-2.4.5. The Provider shall maintain the following documentation for each required training and/or meeting attended:

C-2.4.5.1. Online Training or Meeting

C-2.4.5.1.1. Screenshot of live meeting or training showing Provider name(s) as an attendee, or

C-2.4.5.1.2. Email from training or meeting host confirming Provider's attendance.

Note: A typed Word document or Excel spreadsheet including names and dates **will not** be accepted in lieu of an in-person sign-in sheet or online platform official attendance roll. Attendee rolls downloaded from an online platform in an Excel or Word format will be accepted. The Provider must indicate the online platform that was used.

C-2.4.6. The Certified Domestic Violence Center shall submit a complete funding application packet annually to the Office of Domestic Violence. The annual funding application will be distributed by the Department.

C-2.4.7. The following documents shall be submitted by the Certified Domestic Violence Center:

C-2.4.7.1. Attachment 8 - Financial and Compliance Audit and accompanying management letter shall be submitted to the assigned contract manager 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.

C-2.4.7.2. Section 9.3.2, CF Standard Contract - Monthly Support to the Deaf or Hard-of-Hearing Summary Report shall be submitted by the 5th business day of each month for the previous month's activities. | Via Office of Civil Rights (OCR) Form Site: https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html.

C-2.4.7.3. Attachment 12 - Provider Contact Information Form shall be submitted to the assigned contract manager on or prior to contract execution and updated in accordance with CF Standard Contract Section 1.2, Exhibit B, Sections B-3.5-3.6, and Exhibit C, Section C-2.1.7.

C-2.5. Reports - The Provider shall maintain and deliver the following reports to HQW.DV.FloridaReports@myffamilies.com, and such reports must be approved by the assigned contract manager prior to authorizing payment in accordance with the listed schedule. If the due date for a report falls on a State of Florida approved holiday or weekend, the report will be due the next business day.

CONTENTS		TITLE	DUE DATE
1	Attachment 7	Monthly Request for Payment	15 th of the month for the previous month's tasks
2	Attachment 9	Monthly Domestic Violence Services Report	15 th of the month for the previous month's tasks
3	Attachment 5A	Quarterly Domestic Violence Services Narrative Report	October 30 January 30 April 30 July 30
4	Attachment 5B	Monthly Primary Prevention Report	15 th of the month for the previous month's tasks
5	Attachment 5C	Monthly Child Protection Investigation Project Report	15 th of the month for the previous month's tasks
6	Flat-file format in Excel or another importable format	Profit & Loss Statement (by funding source)	October 30 January 30 April 30 July 30
7	Flat-file format in Excel or another importable format	General Ledger Detail (by funding source)	October 30 January 30 April 30 July 30
8	Attachment 14	Property Inventory Report	May 31 st of each contract year

C-2.5.1. The Provider shall submit to their assigned contract manager, the Quarterly Financial Report (**Attachment 6A**) by:

- C-2.5.1.1.** October 30
- C-2.5.1.2.** January 30
- C-2.5.1.3.** April 30
- C-2.5.1.4.** July 30

C-2.5.2. The Provider shall submit to their assigned contract manager, the Annual Financial Report (**Attachment 6B**) by August 15 of each contract year.

C-2.5.3. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the limits set forth in this Contract. The Provider shall, without additional compensation, correct or revise any incomplete, inadequate, or unacceptable reports.

C-2.5.4. Written materials generated under this Contract shall be developed in English and any other language deemed appropriate by the Provider for the population to be served.

C-2.5.5. The Provider shall work with the Department to ensure the reliability of data collected through established reporting formats appropriate to the program.

C-3. SPECIAL PROVISIONS – TECHNICAL ASSISTANCE

C-3.1. Upon written request to the assigned contract manager and when deemed necessary by the Department, the Department will provide technical assistance concerning the terms and conditions of this Contract.

C-3.2. The Department's failure to provide technical assistance does not relieve the Provider of its responsibilities to ensure compliance with all state and federal laws, rules, and regulations or performance under the terms of this Contract.

C-4. SPECIAL PROVISIONS – MONITORING BY THE DEPARTMENT

C-4.1. The Department will conduct evaluations to ensure compliance with the requirements of this Contract.

C-4.1.1. The Department shall monitor the Provider in accordance with existing domestic violence services monitoring procedures. The monitoring shall be structured to ensure the satisfactory delivery of services as well as the appropriate expenditure of funds.

C-4.1.2. To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods, and services of Provider, which are relevant to this contract, and interview any clients and employees of Provider to assure the Department of satisfactory performance of the terms and conditions of this contract. The Department must be permitted access to such records only as authorized or permitted by federal law and the laws of the state of Florida. Following such inspection, the Department will deliver to Provider a list of its comments about the way said goods or services are being provided. Provider will rectify all noted deficiencies within the specified period set forth in the comments or provide the Department with a reasonable and acceptable justification, as determined by the Department, for not correcting the noted shortcomings. Provider's failure to correct or justify within the time specified will result in the withholding of payments, being deemed in breach or default, or termination of this contract.

C-4.1.3. Records shall be always made available for inspection, review, copy, or audit by any individual duly authorized by the Department.

C-4.1.3.1. Annual Evaluation

The evaluation shall occur annually at a minimum, onsite or via desk review, as determined by the Department. However, an evaluation may occur at any time.

C-4.1.3.2. Quarterly Expenditure Review

The Department will conduct Quarterly Expenditure Reviews of the Provider's Accounting Records. The review will compare selected expenditures to the submitted Quarter Financial Report and supporting documentation. The Quarterly Expenditure Review will test the selected expenditures to ensure the expenditure was part of the approved budget and there was sufficient documentation to support the expenditure being charged to the Department's contract.

C-4.1.3.3. Year End Reconciliation Review

The Department will conduct a Year End Reconciliation at the end of each contract year to ensure the provider has expended all contract funds that were a part of the approved budget including sufficient documentation to support the expenditure being charged to the Department's contract. Upon the completion of the review, the Department will determine if there are any unspent funds that must be returned to the Department.

C-4.1.3.4. In accordance with Section 39.905.8, F.S., a Certified Domestic Violence Center with a multi-year contract, may submit in writing, a request to carry forward unspent funds from one State Fiscal Year to another in a cumulative amount that does not exceed eight (8) percent of the total contract with the Department. The Certified Domestic Violence Center must meet the following criteria to be considered for a carry forward request:

C-4.1.3.4.1. The Certified Domestic Violence Center must be in good standing with the Department by evidence of a certification with an active status,

C-4.1.3.4.2. The request must include a detailed justification explaining why the allocated funds were not spent within the State Fiscal Year,

C-4.1.3.4.3. Submit a detailed spending plan that includes a line-item breakdown of expenditures be requested

C-4.1.3.4.4. A three (3) month timeline for spending the unspent funds,

C-4.1.3.4.5. The funds carried forward may not be used in a manner that would increase future recurring obligations or for any program or service that is not authorized by the existing contract,

C-4.1.3.4.6. The funds carried forward may not be used on salary raises or bonuses,

C-4.1.3.4.7. Expenditures of funds carried forward must be separately reported to the Department,

C-4.1.3.4.8. Submit the Planned Uses of Carried Forward Funds (**Attachment 15**) by July 30th of each year of a multi-year contract. Funds may not be carried forward at the end of the contract term, and

C-4.1.3.4.9. Any unexpended funds that remain at the end of the three (3) month period must be returned to the Department.

C-5. OTHER SERVICE SYSTEM TASKS

C-5.1. At the request of the Department, the Certified Domestic Violence Center shall provide performance information or reports other than those required by this Contract to a single point of contact designated by the Department.

C-5.2. The Certified Domestic Violence Center shall cooperate with the Department in any investigation resulting from a regulatory complaint about a Certified Domestic Violence Center.

- C-5.3.** The Certified Domestic Violence Center shall meet with the Office of Domestic Violence leadership on a quarterly basis, or as otherwise requested by the Department, to provide a briefing on the status of its operation.
- C-5.4.** If conditions exist that could possibly interrupt service delivery, the Certified Domestic Violence Center shall notify the Department as soon as such condition is known to the Certified Domestic Violence Center.
- C-5.5.** The Certified Domestic Violence Center must provide translation services for families who do not speak English and are hearing impaired.

C-5.6. Transition Plan

- C-5.6.1.** The Certified Domestic Violence Center shall submit a draft transition plan in accordance with the Certified Domestic Violence Center Expiration/Termination Transition Planning Requirements (**Attachment 25**) within six (6) months of the start date of this Contract and shall modify this plan in response to concerns raised by the Department. The Department may review this plan throughout the life of the contract, but this plan will receive final Department approval therefore at least nine (9) months prior to any contract ending date unless notified by the Department that it intends to renew or extend the contract. This transition plan must include, at a minimum, the information included in the Department's Transition Plan Template. Failure to receive Department approval at least nine (9) months prior to any contract ending date, as extended, or renewed, shall require immediate hiring by the Certified Domestic Violence Center of a Department approved consultant to aid in constructing the transition plan. Failure to receive Department approval of a transition plan at least seven (7) months prior to any contract ending date, as extended or renewed, removes the Certified Domestic Violence Center expenditure authority for any monies under this Contract absent prior approval by the Department.
- C-5.6.2.** If a new provider has been awarded a contract, the Certified Domestic Violence Center will meet with the Department and the new provider within 14 business days after award to update the Department approved transition plan. The Certified Domestic Violence Center may not change its corporate existence in any manner without Department approval prior to Department approval of the completion of transition to the new provider, as well as Department approved completion of all outstanding duties, obligations, and responsibilities under this Contract and applicable law. If the completion of transition to a new provider has not successfully occurred before the end date of this Contract, the Certified Domestic Violence Center will agree to s. 287.057(13), F.S., extensions of this Contract requested by the Department until transition to the new provider is complete as determined by the Department.

C-6. DEPARTMENTAL DETERMINATIONS

The Department reserves the exclusive right to make all determinations which it deems are necessary to protect the best interests of the State of Florida and the health, safety, and welfare of the clients that are served by the Department either directly or through any one of its subcontracted providers.

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EXHIBIT D – DELIVERABLES

D-1. A unit of service is described in **Section F-1.2**, Method of Payment. Each unit of service shall be delivered in accordance with the terms and conditions of this Contract and performed in a manner acceptable to the Department.

D-2. DELIVERABLES

D-2.1. Core Domestic Violence Services

Evidence of service provision shall be demonstrated through submission of the Monthly Domestic Violence Services Report. Provide, at minimum, the following core services as outlined in Section 39.905, F.S. and Chapter 65H-1, F.A.C:

D-2.1.1. The Provider shall make core services specified in task C-1.3.1. available to all residential and outreach participants on an ongoing basis.

D-2.1.2. The Provider shall furnish education and training services specified in task C-1.3.2. to the community throughout each state fiscal year.

D-2.2. Primary Prevention Services

D-2.2.1. The Provider shall maintain staff as specified in task C-1.4.1.

D-2.2.2. The Provider shall engage in primary prevention activities as specified in task C-1.4.2.

D-2.2.3. The Provider shall facilitate community engagement opportunities and initiatives as specified in task C-1.4.3.

D-2.2.4. The Provider shall develop implementation plan as specified in task C-1.4.4

D-2.3. Co-located Child Protection Investigation (CPI) Project Services

D-2.3.1. The Provider shall maintain staff as specified in task C-1.5.1.

D-2.3.2. The Provider shall provide advocacy support and referral services as specified in task C-1.5.2.

D-2.3.3. The Provider shall provide accompaniment as specified in task C-1.5.3.

D-2.3.4. The Provider shall participate in case staffing meetings as specified in task C-1.5.4.

D-2.3.5. The Provider shall provide consultation services to child and family well-being staff as specified in task C-1.5.5.

D-2.3.6. The Provider shall participate in calls as specified in task C-1.5.6.

D-2.3.7. The Provider shall conduct meetings as specified in task C-1.5.7.

D-2.4. Statewide Needs Assessment

D-2.4.1. The Provider shall participate in activities as specified in task C-1.6.1.

D-2.4.2. The Provider shall submit a report as specified in task C-1.6.2.

D-2.4.3. The Provider shall submit a story as specified in task C-1.6.3.

D-3. REPORTS: The Provider shall maintain and deliver the following reports to specified email address in the below chart. Documentation of the completed deliverable shall be received by the assigned contract manager by the listed due date and prior to or concurrent with the Request for Payment for approval by the assigned contract manager prior to authorizing payment. If the due date falls on a State of Florida approved holiday or weekend, the deliverable documentation will be due the next state business day.

TITLE	CONTENT	SUBMISSION METHOD	DUE DATE
Monthly Domestic Violence Services Report	Excel report exported from Osnium WS See Attachment 9	Via email to: HQW.DV.FloridaReports@myffamilies.com	15 th of the month for the previous month's tasks
Quarterly Domestic Violence Services Narrative Report	Attachment 5A	Via email to: HQW.DV.FloridaReports@myffamilies.com	October 30 January 30 April 30 July 30
Monthly Primary Prevention Report	Attachment 5B	Via email to: HQW.DV.FloridaReports@myffamilies.com	15 th of the month for the previous month's tasks
Monthly Child Protection Investigation Project Report	Attachment 5C	Via email to: HQW.DV.FloridaReports@myffamilies.com	15 th of the month for the previous month's tasks
FVPSA Quarterly Performance Progress Report	Excel report exported from Osnium WS See Attachment 10	Via email to: HQW.DV.FloridaReports@myffamilies.com	October 30 January 30 April 30 July 30
FVPSA Annual Narrative Report	Attachment 11	Via email to: HQW.DV.FloridaReports@myffamilies.com	October 10 th annually
Capital Improvement Needs Assessment Survey	N/A	Electronic via SurveyMonkey	June 30 th annually

D-4. The Department reserves the right to reject deliverables as incomplete, inadequate, or unacceptable according to the limits set forth in this Contract. The Provider shall, without additional compensation, correct or revise any incomplete, inadequate, or unacceptable deliverables.

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EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1. PERFORMANCE SPECIFICS

The Certified Domestic Violence Center shall be required to meet performance measures listed below. The Certified Domestic Violence Center shall demonstrate progress throughout the state fiscal year and will be required to be functioning in compliance with each performance measure on an annual basis. Nothing in this section shall be interpreted to mean the measures below are the only measures for which the Certified Domestic Violence Center shall be responsible. The Department reserves the right to modify or add any performance measures which are required by federal and state funding sources to comply with federal and state requirements.

Any modifications or additions will only be accomplished through formal amendment to this Contract.

If the Certified Domestic Violence Center fails to meet the following measures, the Department may allow up to six (6) months for the Certified Domestic Violence Center to achieve compliance with the measures. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Department. If the Certified Domestic Violence Center can validate that the performance measures were not met due to extenuating circumstances outside of the Certified Domestic Violence Center 's control, then the deficiency will not be adversely factored into the numerical level of achievement for such performance measure(s).

The Certified Domestic Violence Center shall continuously monitor Osnium data to ensure accurate input. The Department shall also ensure qualitative data utilized to generate the performance scores of qualitative accountability metrics reflects a valid sample size.

E-2. MINIMUM PERFORMANCE MEASURES

E-2.1. Core Domestic Violence Services

- E-2.1.1.** Certified domestic violence centers shall complete or offer individualized safety planning to 97% of adult resident participants within the first seventy-two (72) hours of the participant entering shelter.
- E-2.1.2.** Certified domestic violence centers shall complete or offer an individualized service plan and goal setting to 97% of adult resident participants within the first seventy-two (72) hours of the participant entering shelter.
- E-2.1.3.** Certified domestic violence centers shall complete or offer an individualized assessment and appropriate referrals to 97% of resident children within the first seventy-two (72) hours of the child entering shelter.
- E-2.1.4.** Certified domestic violence centers shall complete or offer an individualized safety planning to 97% of adult outreach participants within the first two (2) non-residential counseling services.
- E-2.1.5.** Certified domestic violence centers shall complete or offer an individualized service plan and goal setting to 97% of adult outreach participants within the first two (2) non-residential counseling services.
- E-2.1.6.** 90% of adult participants who reside in shelter for seventy-two (72) hours or more at a certified domestic violence center, and who chose to complete an exit survey/interview, shall report an increased knowledge about community resources.

E-2.1.7. 90% of adult participants who reside in shelter for seventy-two (72) hours or more at a certified domestic violence center, and who chose to complete an exit survey/interview, shall report an increased knowledge about strategies to enhance safety.

E-2.1.8. 90% of adult participants who reside in shelter for seventy-two (72) hours or more at a certified domestic violence center, and who chose to complete an exit survey/interview, shall report that the services they received in shelter met their needs and those of any accompanying children.

E-2.1.9. 90% of adult participants who reside in shelter for seventy-two (72) hours or more at a certified domestic violence center, and who chose to complete an exit survey/interview, shall report that they have been able to achieve at least some of their individual goals.

E-2.2. Primary Prevention Services

E-2.2.1. 80% of youth will report increased knowledge of equitable and respectful relationships.

E-2.2.2. Provider will participate in 90% of local fatality review team meetings, where a local fatality review team is available.

E-2.3. Co-located CPI Project Services

E-2.3.1. 100% of quarterly leadership meetings will result in action item(s) to address and resolve programmatic barriers.

E-2.3.2. Provider will follow-up on 97% of referrals received from child and family well-being agencies.

E-2.4. Needs Assessment

E-2.4.1. Provider will develop a minimum of one new partnership to address at least one previously reported category of unmet needs.

E-3. PERFORMANCE EVALUATION METHODOLOGY

E-3.1. Core Domestic Violence Services

E-3.1.1. The numerator is the number of adult resident participants leaving shelter after 72 hours or more at a certified domestic violence center who completed or were offered an individualized safety planning during the first 72 hours of admission. The denominator is the number of adult resident participants leaving shelter after 72 hours or more at a certified domestic violence center.

E-3.1.2. The numerator is the number of adult resident participants leaving shelter after 72 hours or more at a certified domestic violence center who completed or were offered an individualized service plan and goal setting during the first 72 hours of admission. The denominator is the number of adult resident participants leaving shelter after 72 hours or more at a certified domestic violence center.

E-3.1.3. The numerator is the number of resident children leaving shelter after 72 hours or more at a certified domestic violence center who completed or were offered an individualized assessment and appropriate referrals during the first 72 hours of admission. The denominator is the number of resident children leaving shelter after 72 hours or more at a

certified domestic violence center.

- E-3.1.4.** The numerator is the number of adult outreach participants who have received at least two (2) non-residential counseling services at a certified domestic violence center who completed or were offered an individualized safety plan during the first two (2) services. The denominator is the number of adult outreach participants who have received at least two (2) non-residential counseling services at a certified domestic violence center.
- E-3.1.5.** The numerator is the number of adult outreach participants who have received at least two (2) non-residential counseling services at a certified domestic violence center who completed or were offered an individualized service plan and goal setting during the first two (2) services. The denominator is the number of adult outreach participants who have received at least two (2) non-residential counseling services at a certified domestic violence center.
- E-3.1.6.** The numerator is the number of adult resident participants leaving shelter after 72 hours or more at a certified domestic violence center who chose to complete an exit survey/interview and reported an increased knowledge about community resources. The denominator is the number of adult resident participants leaving shelter after 72 hours or more at a certified domestic violence center who chose to complete an exit survey/interview.
- E-3.1.7.** The numerator is the number of adult resident participants leaving shelter after 72 hours or more at a certified domestic violence center who chose to complete an exit survey/interview and reported an increased knowledge about strategies to enhance safety. The denominator is the number of adult resident participants leaving shelter after 72 hours or more at a certified domestic violence center who chose to complete an exit survey/interview.
- E-3.1.8.** The numerator is the number of adult resident participants leaving shelter after 72 hours or more at a certified domestic violence center who chose to complete an exit survey/interview and reported that the services they received in shelter met their needs and those of any accompanying children. The denominator is the number of adult resident participants leaving shelter after 72 hours or more at a certified domestic violence center who chose to complete an exit survey/interview.
- E-3.1.9.** The numerator is the number of adult resident participants leaving shelter after 72 hours or more at a certified domestic violence center who chose to complete an exit survey/interview and reported that they have been able to achieve at least some of their individual goals. The denominator is the number of adult resident participants leaving shelter after 72 hours or more at a certified domestic violence center who chose to complete an exit survey/interview.

E-3.2. Primary Prevention Services

- E-3.2.1.** Data shall be collected monthly and report monthly on the Monthly Primary Prevention Report, see **(Attachment 5B)**.
- E-3.2.2.** Data shall be collected monthly and report monthly on the Monthly Primary Prevention Report, see **(Attachment 5B)**.

E-3.3. Co-located CPI Project Services

E-3.3.1. Data shall be collected monthly and reported monthly on the Monthly Child Protection Investigation Project Report, see **(Attachment 5C)**.

E-3.3.2. Data shall be collected monthly and reported monthly on the Monthly Child Protection Investigation Project Report, see **(Attachment 5C)**.

E-3.4. Needs Assessment

E-3.4.1. Data shall be collected monthly and reported monthly on the Domestic Violence Services Narrative Report, see **(Attachment 5A)**.

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EXHIBIT F - METHOD OF PAYMENT**F-1. FCADV SETTLEMENT AGREEMENT PAYMENT**

F-1.1. Per Section 67, 2022-2023 General Appropriations Act, upon the execution of this contract, the Certified Domestic Violence Center shall invoice the Department in the amount of **\$260,010.36** for its appropriated amount of the FCADV Settlement Agreement (Case No.: 2020 CA 431, Case No.: 2020 CA 437, Case No.: 2020 CA 1044, Case No.: 2020 CA 1187). The Certified Domestic Violence Center is authorized to use the funds based on its approved spending plan (**Attachment 2**). Revisions of the spending plan shall be submitted to the assigned contract manager for approval. All funds and purchased goods and/or services shall be spent and received by June 30, 2023. Any unspent portion of settlement funds shall be returned to the Department by July 30, 2023.

F-1.2. TOTAL: \$260010.36

F-2. FIXED-PRICE PORTION

F-2.1. This is a fixed-price payment contract. The Department will pay the Provider for actual costs incurred for the delivery of services provided in accordance with the terms and conditions of this Contract, for a total dollar amount not to exceed **\$4,945,010.02**, subject to the availability of funds.

F-2.2. The Department will pay for the service units at the unit prices and limits listed below:

F-2.3. Delivery of one month of services listed in **Section C-1**, through completion and delivery of reports and deliverables required by **Sections C-2.5** and **D-3**:

F-2.3.1. The invoice shall be submitted by the 15th calendar day of the month for the previous month's tasks

F-2.3.2. SFY 22-23 UNIT COST: \$235,476.67 / per month (8 payments)

F-2.3.3. SFY 22-23 UNIT COST: \$235,476.66 / final month (1 payment)

F-2.3.4. SFY 23-24 UNIT COST: \$235,476.67 / per month (11 payments)

F-2.3.5. SFY 23-24 UNIT COST: \$235,476.63 / final month (1 payment)

F-2.3.6. NUMBER OF UNITS: 21

F-2.3.7. TOTAL: \$4,945,010.02

FIXED-PRICE FUNDING SOURCES					
SETTLEMENT STATE (OCA: DVSA)	TANF FEDERAL (OCA: 39DV0)	FVSPA FEDERAL (OCA: DL000)	GR STATE (EO: D1, OCA: DL0SF)	DVTF STATE (EO: D2, OCA: DL0SF)	CPI STATE (OCA: SFCAT)
SFY 2022-2023					
\$260,010.36	\$507,421.52	\$651,062.25	\$287,737.08	\$481,819.17	\$191,250.00
SFY 2023-2024					
\$0.00	\$676,562.00	\$868,083.00	\$383,649.44	\$642,425.56	\$255,000.00

TOTAL FIXED-PRICE AMOUNT FOR SFY 2022-2023: \$2,119,290.02

TOTAL FIXED-PRICE AMOUNT FOR SFY 2023-2024: \$2,825,720.00

TOTAL CONTRACT FIXED-PRICE AMOUNT: \$4,945,010.02

- F-3.** These amounts are subject to increase, via contract amendment. State and federal earnings not documented shall be returned to the Department. The Provider understands that several federal sources are capped, and their amounts may not be increased, so that payment for costs more than the funding provided is only available from state funds or other outside funding sources.

CONTRACT GRAND TOTAL: \$5,205,020.38 (INCLUSIVE OF SETTLEMENT AMOUNT)

F-4. INVOICE REQUIREMENT

- F-4.1.** The provider shall request payment monthly through submission of a properly completed invoice, Monthly Request for Payment, **(Attachment 7)**, within fifteen (15) calendar days following the end of the month for which payment is being requested.
- F-4.2.** Payments may be authorized only for service units on the invoice, which are in accord with the above list, and other terms and conditions of this Contract. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units of previous invoices, exceed the total number of units authorized by this Contract.
- F-4.3.** Notwithstanding the provisions of s. 215.422(1), F.S., the Department shall have ten (10) working days to inspect and approve a Request for Payment.

F-5. EXPENDITURE REPORTING

- F-5.1.** The Provider shall submit the Quarterly Financial Report and Annual Financial Report, **(Attachment 6A and 6B)**, as specified in **Section C-2.6**. A Profit & Loss statement by fund from the Provider's accounting system and supporting General Ledger Detail must accompany each Quarterly and Final Financial Report. The General Ledger Detail must be submitted in a flat file format in Excel or another importable format. The Provider shall promptly refund any overpayments due to the Department in accordance with **Section 3.5**, CF Standard Contract, as amended by **Section A-3**, Exhibit A.
- F-5.2.** The Department reserves the right to request any fiscal documentation, including reconciliation reports and back-up documentation showing that all grant funds were properly expended.
- F-5.3.** Expenditures shall meet the minimum requirements established by the Department of Financial Services, Division of Accounting and Auditing, Bureau of Auditing, Reference Guide for State Expenditures, which is available at the Department of Financial Services website, as well as Federal Regulations of the Office of Management and Budget (OMB), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (also known as OMB Uniform Guidance), 2 CFR Part 200 and the current edition of the DOJ Grants Financial Management Guide as posted on the OVW website. The Provider also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final financial report or if the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.
- F-5.4.** Where payment for travel expenses is permitted in this Contract, the Provider may establish rates for travel expenses lower than the rates specified in s.112.061, F.S., including mileage. The Provider will reimburse staff in accordance with the agency's travel policy.
- F-5.5.** The Department reserves the right to cease fixed invoice payments until any outstanding quarterly financial reporting of actual expenditures and requested supporting documentation has been received.

F-6. MATCH REQUIREMENTS

- F-6.1.** All Domestic Violence Trust Fund (DVTF) and FVPSA funds expended shall be matched as designated by the respective funding source.
- F-6.2.** Certified Domestic Violence Centers must obtain public or private funding from one or more local, municipal, or county sources in an amount that equals at least 25% of the amount of DVTF funding the center receives. The match may be satisfied by cash or in-kind contributions. The Provider shall identify how this match requirement will be met. The Provider must document the receipt and expenditure of the required match during the term of this Contract.
- F-6.3.** FVPSA funds require a match of 20% of the award amount. The match requirement is met by state general revenue funds and is included in the FVPSA allocation each year. No additional match documentation is required for FVPSA.
- F-6.4.** Federal dollars are not allowable as match for state or federal funds. DVTF and General Revenue (GR) funds included in this Contract may be utilized to match other federal funds, such as VOCA, but must be identified as such in the Provider's budget.
- F-6.5.** The Provider shall retain supporting documentation of match source and expenditures that details cash and in-kind contributions.
- F-6.6.** The Provider shall document the use of cash or in-kind match on a quarterly basis with submission of its quarterly financial report.

F-7. COST ALLOCATION PLAN

- F-7.1.** The Certified Domestic Violence Center shall submit an initial Cost Allocation Plan within 30 calendar days of execution and a revised Cost Allocation Plan to the assigned contract manager annually by August 31, unless otherwise extended in writing by the Department.
- F-7.2.** The Department will review the Cost Allocation Plan and provide written comments within thirty (30) calendar days of receipt from the Provider. The Provider must submit a revised Cost Allocation Plan, addressing any revisions required by the Department within fifteen (15) calendar days of the date of the Department's written response, unless extended in writing by the Department.
- F-7.3.** The Certified Domestic Violence Center shall submit a revised Cost Allocation Plan whenever the Certified Domestic Violence Center:
- F-7.3.1.** Experiences a change in the type of funding it receives, whether under this Contract or an outside funding source (for example, when a new OCA is added, when a new outside funding source contributes to the Provider's operational revenue or when an existing funding source is discontinued);
 - F-7.3.2.** Makes internal organizational changes that affect the cost allocation methodology; or
 - F-7.3.3.** Makes any changes in the allocation of costs relative to funds provided under this Contract and other outside sources.
- F-7.4.** The Certified Domestic Violence Center may request to amend or revise its Cost Allocation Plan at any time during the state fiscal year, in writing to the assigned contract manager. The Certified Domestic Violence Center shall submit the amended or revised Cost Allocation Plan within 20 calendar days of providing written notification. The Department will review and provide written comments within 15 calendar days of submission. The Certified Domestic Violence Center must

submit a revised Cost Allocation Plan, addressing any revisions required by the Department, within 15 calendar days of the date of the Department's written response, unless extended in writing by the Department.

F-7.5. The Certified Domestic Violence Center is responsible for documenting Federal earnings.

F-7.6. The Certified Domestic Violence Center is responsible for documenting State earnings.

F-7.7. The Provider shall incur expenses and obligations in accordance with the approved Cost Allocation Plan.

F-7.8. Service Delivery and Expenditure Documentation: The Certified Domestic Violence Center shall maintain records that document the proper application of the cost allocation methodology as contained in the Certified Domestic Violence Center's Department-approved Cost Allocation Plan. Expenditure documentation includes, but is not limited to, those expenditures that are allowable as authorized in ODV Allowable Cost Guide (**Attachment 13**), and the Department of Financial Services' Reference Guide for State Expenditures (**Attachment 16**).

F-8. OPERATING BUDGET

F-8.1. The Provider shall submit an initial budget (**Attachment 1**) with the funding application. For multi-year contracts, an annual budget shall be submitted by May 1.

F-8.2. The Department will review the budget and provide written comments within thirty (30) calendar days of receipt from the Provider. Failure to submit an adjusted budget by the first invoice date will result in no payments being made until an adjusted budget is submitted to and approved by the Department.

F-8.3. The Provider shall submit an amended budget prior to incurring any expenditures that require modification to the approved operating budget because of proposed additions and/or deletions to budget line items. Any budget amendments shall be subject to Department approval.

F-8.4. The Provider shall incur expenses and obligations in accordance with the approved operating budget.

F-8.5. The Certified Domestic Violence Center shall submit quarterly budget projections for the 2nd - 4th quarters by October 30, January 30, and April 30. (**Attachment 17**).

F-8.6. The Certified Domestic Violence Center shall budget settlement agreement funds separately.

F-8.7. The Certified Domestic Violence Center may request a budget modification by completing the Budget Modification form (**Attachment 28**). Budget modification requests will not be accepted after March 31st of each contract year. Budget modification requests that are necessary due to extenuating circumstances (as defined in **Attachment 4**) will be accepted up to June 1.

F-9. CARRY FORWARD

F-9.1. Planned Uses of State Funds Carried Forward (**Attachment 15**) is due after receiving confirmation from the Department, of the approved balance of Federal or State funds carried forward from prior fiscal years and is subject to approval by the assigned contract manager. The plan is required to be submitted by July 30th each year of a multi-year contract. Funds may not be carried forward at the end of the contract term.

- F-9.2.** Following the end of any State Fiscal Year, the Department will identify the amount of unexpended funds. The Certified Domestic Violence Center shall document any unexpended funds from the prior fiscal year and include Funds Carry Forward Expenditures on the annual financial report to account for those expenditures when requesting payment.

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EXHIBIT F1 – ADDITIONAL FINANCIAL CONSEQUENCES

The following financial consequences apply in addition to the Financial Consequences provided in Section 6.1 of this Contract. If the Provider does not complete a deliverable for three (3) or more consecutive months, the Department maintains the right to apply the provisions of Section(s) 5.2 and 6.1. which may result in a reduction in future funding under this contract.

If the Provider does not complete the deliverables in the time and manner specified in Section D-2, the following consequences will be assessed:

Note: **Attachment 4** details the required documentation for demonstrating that every attempt was made to fill a position.

Core Domestic Violence Services

F1-1. Failure to provide Core Services as specified in deliverable D-2.1 on a monthly basis shall result in a reduction of \$21,422.67 to the respective monthly invoice.

Primary Prevention Services

F1-2. Failure to maintain staff as specified in deliverable D-2.2.1. or demonstrate the Provider has made every effort to fill the vacancy shall result in a reduction of \$4,284.53 to that monthly invoice for each position that is vacant for more than 60 days. An additional reduction of \$4,284.53 will be applied to every monthly invoice a position remains vacant.

F1-3. Failure to engage in primary prevention activities in accordance with the Provider's implementation plan and as specified in deliverable D-2.2.2. shall result in a reduction of \$4,284.53 to each applicable monthly invoice.

F1-4. Failure to facilitate community engagement opportunities and initiatives in accordance with the Provider's implementation plan and as specified in deliverable D-2.2.3. shall result in a reduction of \$10,711.33 to each applicable monthly invoice.

F1-5. Failure to develop an implementation plan as specified in deliverable D-2.2.4. shall result in a reduction of \$4,284.53 to the respective invoice.

Co-located Child Protection Investigation (CPI) Project Services

F1-6. Failure to maintain staff as specified in deliverable D-2.3.1. or demonstrate the Provider has made every effort to fill the vacancy shall result in a reduction of \$425.00 to that monthly invoice for each position that is vacant for more than 60 days. An additional reduction of \$425.00 will be applied to every monthly invoice a position remains vacant.

F1-7. Failure to provide advocacy support and referral services as specified in deliverable D-2.3.2. shall result in a reduction of \$425.00 to the respective monthly invoice.

F1-8. Failure to provide an accompaniment as specified in deliverable D-2.3.3. shall result in a reduction of \$425.00 to the respective monthly invoice.

F1-9. Failure to participate in case staffing meetings as specified in deliverable D-2.3.4. shall result in a reduction of \$1,062.50 to the respective monthly invoice.

- F1-10.** Failure to provide consultation services to child and family well-being staff as specified in deliverable D-2.3.5. shall result in a reduction of \$1,062.50 to the respective monthly invoice.
- F1-11.** Failure to participate in quarterly calls as specified in deliverable D-2.3.6. shall result in a reduction of \$425.00 to the final monthly invoice of the respective quarter.
- F1-12.** Failure to conduct quarterly meetings as specified in deliverable D-2.3.7. shall result in a reduction of \$425.00 to the final monthly invoice of the respective quarter.

Statewide Needs Assessment

- F1-13.** Failure to participate in activities as specified in deliverable D-2.4.1. shall result in a reduction of \$10,711.33 to the respective invoice.
- F1-14.** Failure to submit a report as specified in deliverable D-2.4.2. shall result in a reduction of \$10,711.33 to the respective monthly invoice.
- F1-15.** Failure to submit a quarterly story as specified in deliverable D-2.4.3. shall result in a reduction of \$4,284.53 to the final monthly invoice of the respective quarter.

Reports

- F1-16.** Failure to submit reports as specified in deliverable D-3 shall result in a reduction of \$4,284.53 to the respective invoice and \$100 per day for each additional day the report is not submitted.

Invoices

- F1-17.** Failure to submit a monthly invoice as specified in section F-4 shall result in a reduction of \$4,284.53 to the respective invoice and \$100 per day for each additional day the invoice is not submitted.

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DCF Office of Domestic Violence (ODV)

FY 2022-2023 Agency Budget Summary

Provider Name: Miami-Dade County

Contract #: LN214

Approved Date: 10/25/2022

Approved by: Quartil Robinson

Description	TANF Costs	FVPSA Costs	GR Costs	DVTF Costs	CPI Costs	JFF Costs	ARP Funds	Settlement	Total DCF ODV Contract	Other Funds	Total Budget
Administrative/Indirect Costs	\$45,921.29	\$52,561.56	\$28,572.16	\$34,014.97	\$0.00	\$0.00	\$0.00	\$38,930.03	\$200,000.00	\$0.00	\$200,000.00
Wages/Salaries	\$306,702.46	\$396,746.07	\$170,630.69	\$297,928.58	\$127,829.71	\$0.00	\$0.00		\$1,299,837.50	\$1,390,434.00	\$2,690,271.50
Fringe Benefits	\$135,502.23	\$185,926.01	\$82,217.82	\$141,592.36	\$60,811.90	\$0.00	\$0.00		\$606,050.31	\$469,997.00	\$604,170.37
Staff Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Contracted Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Office Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,000.00	\$7,000.00		
Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Equipment (Inventory)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Rental or Use of Space	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Participant Program Services	\$19,295.54	\$15,828.62	\$6,316.41	\$8,283.27	\$2,608.39	\$0.00	\$0.00	\$214,080.33	\$266,412.57		
Sub-Contracted Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Total	\$507,421.52	\$651,062.25	\$287,737.08	\$481,819.17	\$191,250.00	\$0.00	\$0.00	\$260,010.36	\$2,379,300.38	\$1,860,431.00	\$3,494,441.88
Match		\$130,212.45		\$120,454.79							
DCF ODV AWARD	\$507,421.52	\$651,062.25	\$287,737.08	\$481,819.17	\$191,250.00	\$0.00	\$0.00	\$260,010.36	\$2,379,300.38		
MATCH REQUIRED		\$130,212.45		\$120,454.79							

Temporary Assistance for Needy Families
 Family Violence Prevention Services Act
 General Revenue
 Domestic Violence Trust Fund
 Child Protection Investigation
 Justice for Families

TANF
 FVPSA
 GR
 DVTF
 CPI
 JFF

APPROVED

By Quartil Robinson at 3:46 pm, Oct 25, 2022

