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TALLAHASSEE COUNTY

**AGREEMENT BETWEEN THE STATE OF FLORIDA  
DEPARTMENT OF LEGAL AFFAIRS  
OFFICE OF THE ATTORNEY GENERAL  
AND**

**FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE, INC.**

**AGREEMENT NUMBER Z0006**

This AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General, (AGENCY), an agency of the State of Florida with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050 and Florida Council Against Sexual Violence, Inc. (PROVIDER) located at 1820 E. Park Avenue, Suite 100, Tallahassee, Florida 32301.

The 2017 Florida Legislature appropriated funds for the AGENCY to retain the PROVIDER to provide certain services.

NOW, THEREFORE, the parties agree as follows:

**ARTICLE 1. ENGAGEMENT OF THE PROVIDER**

The AGENCY and the PROVIDER enter into an AGREEMENT as outlined in this document and Attachment "A". The PROVIDER agrees no duties or obligations of the PROVIDER shall be subcontracted or assigned without the prior written consent of the AGENCY.

**ARTICLE 2. SCOPE OF SERVICES**

The recurring funds in Specific Appropriation 1291 are provided for the Florida Council Against Sexual Violence, Inc. At least 95 percent of the funds provided shall be distributed to certified rape crisis centers to provide services statewide for victims of sexual assault.

**ARTICLE 3. TIME OF PERFORMANCE**

This AGREEMENT shall become effective July 1, 2017, or on the date when the AGREEMENT has been signed by all parties, whichever is later, and shall continue until June 30, 2018. No costs incurred by the PROVIDER prior to the effective date of said AGREEMENT will be paid and the PROVIDER is solely responsible for any such expenses. The original signed document must be returned to the AGENCY by July 15, 2017, or within 15 days of signature by all parties, or the AGREEMENT shall be voidable at the option of the AGENCY.

**ARTICLE 4. E-PROCUREMENT**

Prior to execution of this AGREEMENT, the PROVIDER shall be registered electronically with the State of Florida at [MyFloridaMarketPlace.com](http://MyFloridaMarketPlace.com). If the parties agree that exigent circumstances exist that would prevent such registration from taking place prior to

execution of this AGREEMENT, then the PROVIDER shall so register within twenty-one (21) days from execution. The online registration can be completed at: <http://dms.myflorida.com/dms/purchasing/myfloridamarketplace>.

#### ARTICLE 5. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file in order to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at <http://flvendor.myfloridacfo.com>. The Vendor Management Section can also be reached at (850) 413-5519.

#### ARTICLE 6. COMPENSATION AND LIMITATIONS ON USE OF FUNDS

The total sum of monies paid to the PROVIDER under this AGREEMENT shall not exceed **\$500,000**. The PROVIDER, in accordance with Section 216.181(16) (a), Florida Statutes (2016), may request an advance of up to three months of anticipated expenses for program start-up, not to exceed one quarter of the grant total. Subsequent quarterly advance payments shall be based on expenditures actually made in the previous quarter and on approval of the quarterly performance report for activities during the previous quarter, documentation of expenditures for the previous quarter and submission of an invoice.

The AGENCY agrees to pay the PROVIDER for fees and costs at a flat rate of up to \$500,000.00. The monies shall be paid as follows:

- up to \$125,000.00 upon execution;
- up to \$112,500.00 in October 2017 (second quarter);
- up to \$112,500.00 in January 2018 (third quarter);
- up to \$112,500.00 in April 2018 (fourth quarter).

The above quarterly payments may be reduced based upon expenditures actually made in the previous quarter if the PROVIDER failed to expend monies previously paid. The reduced monies may be recaptured by the PROVIDER and paid by the AGENCY upon written request at any time and at the sole discretion of the AGENCY.

The remaining amount of \$37,500.00, represents a 10% retainage of the AGREEMENT amount withheld from advances for second, third and fourth quarters and will be paid to PROVIDER upon receipt and approval of the final invoice and monthly performance report which reflects all performance outcome measures have been successfully completed and expenditures are not less than the amount paid.

In accordance with Section 215.971(1)(c), Florida Statutes (2016), financial consequences that apply if the PROVIDER fails to perform are specified as described in this Article of the AGREEMENT. Approval of a performance report is based on reasonable progress to meet the deliverables as specified in Attachment "A" for that reporting period. The AGENCY may retain an additional 3% of the quarterly release payment if reasonable progress to meet the deliverables has not been made for that reporting period. At the end of the next quarter, the PROVIDER may submit a separate invoice for any previously withheld additional 3% retention funds, which will be approved for payment if reasonable progress has been made during that next quarter. "Reasonable progress," as that term is used in this AGREEMENT, shall be measured

and determined exclusively by the AGENCY. The AGENCY may withhold payment if services are not satisfactorily completed.

Expenditures of state financial assistance must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. If the PROVIDER is a unit of local or state government, the PROVIDER must follow the written purchasing procedures of that local or state government agency. If the PROVIDER is a non-profit organization, the PROVIDER agrees to obtain a minimum of three (3) written quotes for all single item grant-related purchases equal to or in excess of two thousand, five hundred dollars (\$2,500) unless it is documented that the vendor is a sole source supplier. If the PROVIDER intends to purchase commodities or contractual services from such a sole source supplier, then the PROVIDER must first notify the AGENCY of the intended single source purchase, providing the following information, at a minimum:

- PROVIDER's Name
- Title and short description of the commodity or contractual service desired to be purchased
- Contact Information for PROVIDER's procurement manager
- Performance and/or Design Requirements
- Intended Single Source
- Price
- Justification for Single Source Purchase (i.e., what is necessary and unique about the commodity, contractual service, or source; steps taken to confirm unavailability of competition, as appropriate)

The AGENCY will review the information provided and either approve or disapprove the intention to use the sole source supplier by responding in writing to the PROVIDER within a reasonable timeframe.

If it comes to the attention of the AGENCY that the PROVIDER is being investigated by any governmental agency for financial or programmatic issues, requests for payment may not be processed until the matter is resolved to the satisfaction of the AGENCY. The PROVIDER shall immediately inform the AGENCY that it is being investigated by any governmental agency for financial or programmatic issues upon learning of such an investigation.

The PROVIDER may expend funds only for allowable costs resulting from obligations incurred during the term of the AGREEMENT. Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded immediately to the State.

The AGENCY is exempt from payment of Florida state sales and use tax and federal excise tax. The PROVIDER, however, shall not use the AGENCY's tax exemption number to secure any materials or services.

The PROVIDER shall not and cannot pledge the AGENCY's credit or make the AGENCY a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

Payment for services shall be issued in accordance with the provisions of Section 215.422, Florida Statutes (2016). The OAG shall have twenty (20) days from the receipt of any invoice for the approval and inspection of goods and services as per Section 215.422(1), Florida Statutes (2016).

In accordance with the provisions of Section 287.0582, Florida Statutes (2016), the AGENCY's performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Legislature.

#### ARTICLE 7. PROPERTY

The PROVIDER agrees to be responsible for the proper care and custody of all property purchased with this funding and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with this funding without the written permission of the AGENCY.

#### ARTICLE 8. VENDOR OMBUDSMAN

Pursuant to Section 215.422(7), Florida Statutes (2016), the Department of Financial Services has established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

#### ARTICLE 9. LIABILITY AND ACCOUNTABILITY

The PROVIDER, if a non-profit entity, agrees to provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this AGREEMENT and any renewal(s) and extension(s) thereof. Upon execution of this AGREEMENT, the PROVIDER shall furnish the AGENCY written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida.

#### ARTICLE 10. INDEPENDENT PROVIDER

The PROVIDER agrees that it is an independent contractor and not an officer, employee, agent, servant, joint venturer or partner of the State of Florida, except where the PROVIDER is a state agency. Neither the PROVIDER nor its agents, employees, subcontractors or assignees shall represent to others that the PROVIDER has the authority to bind the AGENCY. This AGREEMENT does not create any right to any state retirement, leave or other benefits applicable to State of Florida personnel as a result of the PROVIDER performing its duties or obligations under this AGREEMENT. The PROVIDER agrees to take such actions as may be necessary to ensure that each subcontractor of the PROVIDER will be deemed an independent

contractor and will not be considered or permitted to be an employee, agent, servant, joint venturer, or partner of the State of Florida. The AGENCY will not furnish services of support (e.g., office space, office supplies, telephone service, administrative) to the PROVIDER, or its subcontractor or assignee, unless specifically agreed in writing by the AGENCY.

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.

#### ARTICLE 11. DOCUMENTATION

Invoices for all fees or other compensation for services or expenses must be prepared and submitted in accordance with Section 287.058(1)(a), Florida Statutes (2016). All invoices shall be submitted to the Chief of the Bureau of Advocacy and Grants Management, Office of the Attorney General, PL-01, The Capitol, Tallahassee, Florida 32399-1050.

The PROVIDER shall retain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of five (5) years from the date the audit report (pursuant to ARTICLE 14) is issued and shall allow the AGENCY or its designee access to such records upon request. The PROVIDER shall ensure that independent audit working papers are made available to the AGENCY or its designee, upon request, for a period of three (3) years from the date the audit report is issued, unless extended in writing by the AGENCY. The PROVIDER shall allow the AGENCY, the Department of Financial Services, and the Auditor General access to the PROVIDER's records and the PROVIDER's independent auditor's working papers as necessary to comply with the requirements of Section 215.97, Florida Statutes (2016).

#### ARTICLE 12. PUBLIC RECORDS

To the extent documents prepared pursuant to this AGREEMENT are subject to Florida's Public Records Law, and not otherwise confidential, exempt, or protected by state or federal law, or protective order, refusal of the PROVIDER to allow public access to such records shall constitute grounds for unilateral cancellation of this AGREEMENT.

The PROVIDER shall keep and maintain public records required by the AGENCY to perform all services required under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the AGENCY. If the AGENCY does not possess the requested records, the AGENCY will immediately notify the PROVIDER of the request. Upon receiving such a notification and request from the AGENCY's Custodian of Public Records, the PROVIDER shall provide the AGENCY with a copy of the requested records, at no cost to the AGENCY, or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The PROVIDER must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, those records that are exempt or confidential and exempt from public records disclosure requirements by operation of Section 119.071, Florida Statutes (2016) or Chapter 119, Florida Statutes, 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 AGENCY.

If the PROVIDER fails to comply with the AGENCY's request for records, then the aforementioned failure constitutes grounds for unilateral cancellation of this Agreement by the AGENCY at any time, with no recourse available to the PROVIDER. Further, any PROVIDER who fails to provide the public records to the AGENCY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes (2016). Upon completion of this Agreement, the PROVIDER shall keep and maintain public records required by the AGENCY to perform the services to be provided in the scope of this Agreement, or electronically transfer in a file format compatible with the information technology systems of the AGENCY, at no cost, to the AGENCY all public records in possession of the PROVIDER. If the PROVIDER transfers all public records to the AGENCY upon completion of the Agreement, the PROVIDER shall destroy all 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 Agreement, the PROVIDER shall meet all applicable requirements for retaining public records, consistent with the State of Florida's records retention schedule. All public records stored electronically must be provided to the AGENCY, upon request of its Custodian of Public Records, at no cost to the AGENCY, in a format compatible with the information technology systems of the AGENCY.

**IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THEN THE PROVIDER SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3300, [pam.bondi@myfloridalegal.com](mailto:pam.bondi@myfloridalegal.com), OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.**

#### ARTICLE 13. EMPLOYMENT

The employment of unauthorized aliens by the PROVIDER is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the PROVIDER knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this AGREEMENT.

The PROVIDER shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the AGREEMENT term.

#### ARTICLE 14. ACKNOWLEDGEMENT

The PROVIDER agrees to acknowledge the Office of the Attorney General in all publications and advertisements that are funded wholly or in part with this AGREEMENT. The following acknowledgement statement must be used: "This project was supported by AGREEMENT No. \_\_\_\_\_ awarded by the State of Florida, Office of the Attorney General.

## ARTICLE 15. AUDITS; COOPERATION WITH THE INSPECTOR GENERAL

The PROVIDER shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Agency's Office of the Inspector General (Section 20.055, Florida Statutes (2016)), or as authorized by law.

The administration of funds awarded by the AGENCY to the PROVIDER may be subject to audits as described in this part. This part is applicable if the PROVIDER is a nonstate entity as defined in Section 215.97(2)(m), Florida Statutes (2016). The PROVIDER shall allow the AGENCY, as the state awarding agency, the Department of Financial Services, and the Auditor General access to the PROVIDER's records and the PROVIDER's independent auditor's working papers as necessary to comply with the requirements of Section 215.97, Florida Statutes (2016).

1. In the event the PROVIDER expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the PROVIDER must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes (2016); all applicable rules of the Department of Financial Services, and Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. ARTICLE 6 of this AGREEMENT, COMPENSATION AND LIMITATION ON USE OF FUNDS, indicates the amount of state financial assistance awarded through the AGENCY by this AGREEMENT. In determining the state financial assistance expended in any fiscal year, the PROVIDER shall consider all sources of state financial assistance, including state financial assistance received from the AGENCY, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in this part, the PROVIDER shall ensure the audit complies with the requirements of Section 215.97(7), Florida Statutes (2016). This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes (2016), and Chapter 10.550 (local government entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the PROVIDER expends less than \$500,000 in state financial assistance in any fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes (2016), is not required. In the event the PROVIDER expends less than \$500,000 in state financial assistance in any fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes (2016), the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from PROVIDER funds obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), the PROVIDER should access the Florida Single Audit website located at <https://apps.fldfs.com/fsaa/> or the Governor's Office of Policy and Budget website.

## ARTICLE 16. AUDIT REPORT SUBMISSION

Copies of financial reporting packages required by Section 215.97, Florida Statutes (2016), shall be submitted by or on behalf of the PROVIDER directly to each of the following (one paper copy and one electronic copy of the financial reporting package shall be provided to the Auditor General):

- a. The Office of the Attorney General  
Office of the Inspector General  
PL-01, The Capitol  
Tallahassee, Florida 32399-1050
  - b. State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450
1. Any reports, management letters, or other information required to be submitted to the AGENCY pursuant to this AGREEMENT shall be submitted timely in accordance with Florida Statutes and Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
  2. The PROVIDER should indicate the date that the financial reporting package was delivered to the PROVIDER in correspondence accompanying the financial reporting package submitted to the Auditor General.

## ARTICLE 17. REPORTS

The PROVIDER shall provide the AGENCY with quarterly reports, which shall demonstrate the funds are being used for the purpose as intended and specified in Attachment "A". The reports as required must be completed and received by the AGENCY no later than October 15, 2017; January 15, 2018; April 15, 2018; and July 15, 2018.

## ARTICLE 18. MONITORING

In addition to review of audits, monitoring procedures may include, but not be limited to, on-site visits by AGENCY staff, or its designee(s), and/or other procedures. By entering into this AGREEMENT, the PROVIDER agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the AGENCY. The PROVIDER further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer, the Auditor General, or the AGENCY. The AGENCY will perform at least one on-site visit during the term of this AGREEMENT.

## ARTICLE 19. RETURN OF FUNDS

Any funds paid in excess of the amount to which the PROVIDER is entitled under the terms of the AGREEMENT must be refunded to the State. The PROVIDER shall return to the



AGENCY any overpayments made to the PROVIDER for disallowed items pursuant to the terms and conditions of this AGREEMENT. In the event the PROVIDER or any outside accountant or auditor determines that an overpayment has been made, the PROVIDER shall immediately return to the AGENCY such overpayment without prior notification from the AGENCY. In the event the AGENCY discovers that an overpayment has been made, the contract manager, on behalf of the AGENCY, will notify the PROVIDER and the PROVIDER shall forthwith return the funds to the AGENCY. Should the PROVIDER fail to immediately reimburse the AGENCY for any overpayment, the PROVIDER will be assessed a service charge equal to the rate of interest payable on judgments or decrees at the lawful rate established by the Chief Financial Officer of the State of Florida pursuant to Section 55.03, Florida Statutes (2016), on the amount of the overpayment or outstanding balance thereof.

#### ARTICLE 20. PUBLIC ENTITY CRIME

Pursuant to Section 287.133, Florida Statutes (2016), the following restrictions are placed on persons convicted of public entity crimes to transact business with the AGENCY: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she 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 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes (2016), for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

#### ARTICLE 21. GRATUITIES

The PROVIDER agrees that it will not offer or give any gift or any form of compensation to any AGENCY employee. As part of the consideration for this AGREEMENT, the parties intend that this provision will survive the AGREEMENT for a period of two (2) years. In addition to any other remedies available to the AGENCY, 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.

#### ARTICLE 22. PATENTS, COPYRIGHTS, AND ROYALTIES

The PROVIDER agrees that if any discovery or invention arises or is developed in the course of, or as a result of work or services performed under, this AGREEMENT, or in any way connected herewith, the discovery or invention shall be deemed transferred to and owned by the State of Florida. Any and all patent rights accruing under or in connection with the performance of this AGREEMENT are hereby reserved to the State of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the PROVIDER shall identify all such materials to the AGENCY. The PROVIDER

does hereby assign to the AGENCY and its assigns or successors, all rights accruing under or in connection with this AGREEMENT, including the United States Copyright, all other literary rights, all rights to sell, transfer, or assign the copyright, and all rights to secure copyrights anywhere in the world.

The PROVIDER shall indemnify and save the AGENCY and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the PROVIDER in the performance of this AGREEMENT. The PROVIDER shall indemnify and hold the AGENCY and its employees harmless from any claim against the AGENCY for infringement of patent, trademark, copyright or trade secrets. The AGENCY will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the PROVIDER may, at its option and expense, procure for the AGENCY, the right to continue use of, or replace or modify the article to render it non-infringing. If the PROVIDER uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this AGREEMENT 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 AGREEMENT.

Subcontracts must specify that all patent rights and copyrights are reserved to the State of Florida.

#### ARTICLE 23. INDEMNIFICATION AND ASSUMPTION OF LIABILITY

The PROVIDER shall be liable for and indemnify, defend, and hold the AGENCY and all its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorney's fees and costs, arising out of any act or omission or neglect by the PROVIDER and its agents, employees and subcontractors during the performance or operation of this AGREEMENT or any subsequent modifications or extensions thereof.

The PROVIDER's evaluation or inability to evaluate its liability shall not excuse the PROVIDER's duty to defend and to indemnify AGENCY within seven (7) days after notice by the AGENCY. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the PROVIDER not liable shall excuse performance of this provision. The PROVIDER shall pay all costs and fees including attorney's fees related to these obligations and their enforcement by the AGENCY. The AGENCY's failure to notify the PROVIDER of a claim shall not release the PROVIDER from these duties. The PROVIDER shall not be liable for claims, suits, judgments, or damages arising solely from the negligent acts of the AGENCY.

This AGREEMENT and the rights and obligations created by it are intended for the sole benefit of the AGENCY and the PROVIDER. No third party to this AGREEMENT, including any recipients serviced by the PROVIDER, have any rights under this AGREEMENT. No third party may rely upon this AGREEMENT or the rights and representations created by it for any purpose.

The PROVIDER shall be fully liable for the actions of its agents, employees, or subcontractors associated with providing services under the terms and conditions of this

AGREEMENT. This includes, but is not limited to, all premises liability and any liability arising out of any travel taken by any agent, employee, or subcontractor of PROVIDER or by any recipient of PROVIDER's services.

#### ARTICLE 24. TERMINATION OF AGREEMENT

The AGENCY may terminate the AGREEMENT for its convenience or cause by giving five (5) days written notice by U.S. Postal Service, email, or by hand delivery to the PROVIDER, specifying the effective date of termination. If this AGREEMENT is terminated, the PROVIDER shall be paid for services satisfactorily performed up to the effective date of termination, subject to offset for any damages sustained by the AGENCY, and only if proper and complete documentation to support such payment is received by the AGENCY within thirty (30) days following the termination of this AGREEMENT.

If this AGREEMENT is terminated, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the PROVIDER under this AGREEMENT shall be made available to and for the exclusive use of the AGENCY.

Notwithstanding the above, the PROVIDER shall not be relieved of liability to the AGENCY for damages sustained by the AGENCY by virtue of any termination or breach of this AGREEMENT by the PROVIDER.

#### ARTICLE 25. AMENDMENTS

Modification of any provision of this AGREEMENT must be mutually agreed upon by all parties, and requires a written and fully executed amendment to this AGREEMENT.

#### ARTICLE 26. NONDISCRIMINATION AND COMPLIANCE

The PROVIDER shall comply with all federal, state, local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work.

Pursuant to the definitions of terms set forth in Section 287.134, Florida Statutes, the following restrictions apply to the persons or affiliates placed on the discriminatory vendor list regarding Discrimination:

an entity or affiliate (as defined) who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date the entity or affiliate was placed on the discriminatory vendor list, pursuant to Section 287.134, Florida Statutes.

By entering into this AGREEMENT, the PROVIDER certifies that neither it nor any affiliate has been placed on such discriminatory vendor list, and shall notify the AGENCY within five (5) days of its, or any affiliate's, placement thereon.

#### ARTICLE 27. ADMINISTRATION OF AGREEMENT

All approvals referenced in this AGREEMENT must be obtained from the parties' contract administrators or their designees. The AGENCY's contract administrator is Bureau Chief Christina F. Harris.

All notices must be given to each party's respective contract administrator in writing.

#### ARTICLE 28. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject. If any term or provision of this AGREEMENT is determined by a court of law to be unlawful or unenforceable, the remainder of the AGREEMENT shall remain in full force and effect.

#### ARTICLE 29. SPECIAL CONDITIONS

All contacts with the news media pertaining to the subject of this AGREEMENT shall be referred to the AGENCY's contract administrator.

Anything that is produced or developed in connection with this AGREEMENT shall remain the exclusive property of the AGENCY and may not be copyrighted, patented, or otherwise restricted as provided by law. Neither the PROVIDER nor any other individual employed under this AGREEMENT shall have any proprietary interest in any product(s) developed or produced under this AGREEMENT.

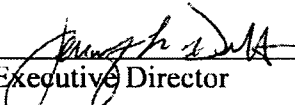
#### ARTICLE 30. APPLICABLE LAW, JURISDICTION AND VENUE

This AGREEMENT shall be governed by the laws of the State of Florida and shall be construed, performed and enforced in all respects in accordance with Florida law without reference to conflict of laws principles. The parties consent to jurisdiction and venue in the appropriate State court in Leon County, Florida. Any and all litigation arising out of the AGREEMENT shall be instituted in the appropriate State court in Leon County, Florida.

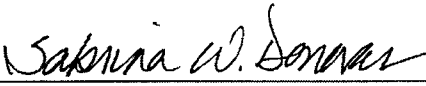
#### ARTICLE 31. FLORIDA SINGLE AUDIT ACT (FSAA) CHECKLIST

Attachment "B" FSAA Checklist is attached hereto, and hereby incorporated by reference.

IN WITNESS THEREOF, the Department of Legal Affairs, Office of the Attorney General and the Florida Council Against Sexual Violence, Inc., have executed this AGREEMENT.

  
\_\_\_\_\_  
Executive Director

6/30/2017  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sabrina Donovan, Director of Administration

06/30/17  
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# ATTACHMENT A

Florida Council Against Sexual Violence , Inc.

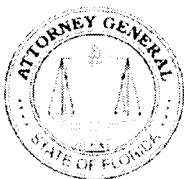
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## PROJECT DESCRIPTION

2. Describe the deliverables for the project in quantifiable terms, including a minimum level of service. For example, indicate the total number of victims that will be served and the total services that will be provided. The victims served and services will need to be reported on a monthly basis and the data will be required with each invoice. Each deliverable must be related to the scope of work described in #1. (Responses below are limited to 1000 characters) Attach additional pages as needed.

90% of the sexual assault survivors identified will be provided at least two (2) of the five (5) core and Enhanced Services: a) Advocacy, b) Accompaniment, c) Crisis Intervention, d) Information and referral, e) Support Group, f) Therapy

# ATTACHMENT B



## OFFICE OF THE ATTORNEY GENERAL DIVISION OF VICTIM SERVICES AND CRIMINAL JUSTICE PROGRAMS

### NONSTATE AGENCY FLORIDA SINGLE AUDIT ACT QUESTIONNAIRE

In accordance with Florida Statute Section 215.97, all nonstate agencies who expend a total amount of state financial assistance equal to or in excess of \$500,000.00 in any fiscal year must comply with the Florida Single Audit Act and its requirements. The Office of the Attorney General Division of Victim Services and Criminal Justice Programs as the state awarding agency for this grant is required to determine if your nonstate agency meets the requirements of same.

**Please complete this questionnaire and return to your grant manager.**

- **"Audit threshold"** means the threshold amount used to determine when a state single audit or project specific audit of a nonstate entity shall be conducted in accordance with Florida Statutes section 215.97. Each nonstate entity that expends a total amount of state financial assistance equal to or in excess of \$500,000.00 in any fiscal year of such nonstate entity.
- **"Nonstate entity"** means a local governmental entity, nonprofit organization, or for-profit organization that receives state financial assistance.
- **"Local governmental entity"** means a county as a whole, municipality, or special district or any other entity excluding a district school board, charter school, Florida College System institution, or public university, however styled, which independently exercises any type of governmental function within the state.
- **"Federal financial assistance"** means financial assistance from federal sources passed through the state and provided to nonstate organizations to carry out a federal program.
- **"State awarding agency"** means a state agency that is primarily responsible for the operations and outcomes of a state project, regardless of the state agency that actually provides state financial assistance to a nonstate entity.
- **"Coordinating agency"** means the state awarding agency that provides the predominant amount of state financial assistance expended by a recipient as determined by the recipient's Schedule of Expenditures of State Financial Assistance.
- **"State program"** means a set of special purpose activities undertaken to realize identifiable goals and objectives in order to achieve a state agency's mission and legislative intent requiring accountability for state resources.
- **"State project"** means a state program that provides state financial assistance to a nonstate organization and that must be assigned a state project number identifier in the Catalog of State Financial Assistance.
- **"State fiscal year"** means the State of Florida fiscal year which begins on July 1 of each year and ends on June 30 of the following year.

Agency or Entity: FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE Fiscal Year: 2017-2018

Grant Number: 20006

Did the agency or entity expend \$500,000.00 or more in the previous State fiscal year from all funding sources which are managed by a State agency, including Federal financial assistance?

- Yes
- No

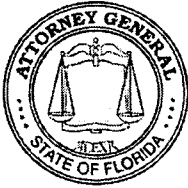
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In accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapter 10.650, Rules of the Auditor General this agency/organization has reviewed its state financial assistance and attests, under penalties of perjury, that the above information is true and accurate.

Signature: Jennifer L. Drott Title: Executive Director Date: 6/30/2017

Print Name: Jennifer L. Drott

# ATTACHMENT B



## OFFICE OF THE ATTORNEY GENERAL DIVISION OF VICTIM SERVICES AND CRIMINAL JUSTICE PROGRAMS

### NONSTATE AGENCY FLORIDA SINGLE AUDIT ACT QUESTIONNAIRE

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**Please complete this questionnaire and return to your grant manager.**

- *"Audit threshold" means the threshold amount used to determine when a state single audit or project specific audit of a nonstate entity shall be conducted in accordance with Florida Statutes section 215.97. Each nonstate entity that expends a total amount of state financial assistance equal to or in excess of \$500,000.00 in any fiscal year of such nonstate entity.*
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- *"Local governmental entity" means a county as a whole, municipality, or special district or any other entity excluding a district school board, charter school, Florida College System institution, or public university, however styled, which independently exercises any type of governmental function within the state.*
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- *"State project" means a state program that provides state financial assistance to a nonstate organization and that must be assigned a state project number identifier in the Catalog of State Financial Assistance.*
- *"State fiscal year" means the State of Florida fiscal year which begins on July 1 of each year and ends on June 30 of the following year.*

Agency or Entity: Florida Council Against Sexual Violence Fiscal Year: 2017-2018

Grant Number: 20006

Did the agency or entity expend \$500,000.00 or more in the previous State fiscal year from all funding sources which are managed by a State agency, including Federal financial assistance?

- Yes  
 No

In accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapter 10.650, Rules of the Auditor General, this agency/organization has reviewed its state financial assistance and attests, under penalties of perjury, that the above information is true and accurate.

Signature: Jennifer L. Dalt Title: Executive Director Date: \_\_\_\_\_  
Print Name: Jennifer L. Dalt