

FY 2017/2018
(GRANT PERIOD)

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

AND

BRIDGING FREEDOM, INC.

GRANT NO. K04389

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 (OAG), hereafter referred to as the OAG, an agency of the State of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and BRIDGING FREEDOM, INC., hereafter referred to as the Provider. The parties hereto mutually agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG hereby agrees to engage the Provider and the Provider hereby agrees to perform services as set forth herein. The Provider understands and agrees all services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of the OAG to the subcontractor. All subcontract agreements will contain a disclosure to this effect.

The Provider agrees to provide the OAG with written notification of any change in its designated representative for this Agreement.

ARTICLE 2. SCOPE OF WORK

For the Grant Period, the Provider will maintain a victim services program that will be available to provide services to victims of crime who are identified by the Provider and/or are presented to the Provider, as outlined in the Grant Application of the Provider for the Grant Period as approved by the OAG, incorporated herein by reference, unless otherwise approved by the OAG in writing.

The nonrecurring funds in Specific Appropriation 1292 are provided to Bridging Freedom, Inc. The Provider shall comply with the specific provisions included in attachment "A" and the funds shall be used in Pasco County to provide individualized, holistic, therapeutic safe homes for children traumatized by child sex trafficking.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement shall become effective on May 1, 2018, or on the date when the Agreement has been signed by all parties, whichever is later, and shall continue through June 30, 2018. No costs incurred by the Provider prior to the effective date of said Agreement will be reimbursed and the Provider is solely responsible for any such expenses. The original signed document must be returned to the OAG by May 1, 2018, or the AGREEMENT shall be voidable at the option of the OAG.

ARTICLE 4. GRANT FUNDS

The Provider agrees not to commingle grant funds with other personal or business accounts. This does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. However, the Provider's accounting systems must ensure OAG grant funds are not commingled with funds on either a program-by-program or a project-by-project basis. Grant funds specifically budgeted and/or received for one project may not be used to support another. Where the Provider's existing accounting system cannot comply with this requirement, the Provider shall establish an additional accounting system to provide adequate grant fund accountability for each project.

In accordance with the provisions of Section 287.0582, Florida Statutes (2017), if the terms of this Agreement and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation by the Florida Legislature.

ARTICLE 5. FINANCIAL CONSEQUENCES

In accordance with Section 215.971, Florida Statutes (2017), financial consequences are 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 OAG may retain an additional 3% of the second release described in ARTICLE 34 if reasonable progress has not been made for that reporting period.

ARTICLE 6. REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the Provider shall be registered electronically with the State of Florida at 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 7. 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 8. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for purchase with grant funds. Any requested modification to the budget must be submitted by the Provider in writing to the OAG and will require prior approval by the OAG. Budget modification approval is at the sole discretion of the OAG. Expenditures for the acquisition and maintenance of telephones and equipment shall be proportional to the percentage of grant funded staff who utilize the telephones and equipment, as contemplated by this Agreement and Attachment "A".

The Provider and the OAG agree grant funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, Victim Compensation, Medicare or Medicaid may not be billed for services provided by grant funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third party reimbursements. The OAG and the Provider further agree that travel expenses will be reimbursed with grant funds only in accordance with Section 112.061, Florida Statutes (2017).

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Florida Reference Guide for State Expenditures.

Only allowable costs resulting from obligations during the term of the Agreement may be incurred, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the OAG. Any funds paid in excess of the amount to which the Provider is entitled under the terms of this Agreement must be refunded to the OAG.

The Provider shall reimburse the OAG for all unauthorized expenditures and the Provider shall not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of the Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that governmental agency or unit. 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. The Provider will utilize the lowest quote for the purchase. If the Provider intends to purchase commodities or contractual services from such a sole source supplier, then the Provider must first notify the OAG 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 OAG 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.

The Provider must report suspected fraud, waste and abuse to the OAG's Office of the Inspector General at 850-414-3300.

ARTICLE 9. PROGRAM INCOME

The Provider shall provide services to crime victims, at no charge. Upon request, the Provider agrees to provide the OAG with financial records and internal documentation regarding the collection and disposition of program income, including, but not limited to, victim compensation, insurance, restitution and direct client fees.

ARTICLE 10. METHOD OF PAYMENT

Payment for services performed under the Agreement shall be issued in accordance with the provisions of Section 215.422, Florida Statutes (2017).

In order to document the provision of the project deliverables all required performance reports must be completed by the Provider and received by the OAG at the same time as the invoice. Processing of payments is contingent upon timely submission by the Provider and receipt by the OAG of performance reports, approval by the OAG of the level of service provided during the report period, and approval by the OAG of all performance reports due. The Provider shall provide all performance reports on a monthly basis.

The initial payment will be disbursed to the Provider upon the execution of this Agreement as noted in Article 34. The second payment must be requested by the Provider no later than June 10. All required supporting documentation must be submitted by the Provider to the OAG at or before the time the second payment is requested. The Provider shall maintain appropriate documentation of all costs represented on the invoice. The OAG may require any and all appropriate documentation of expenditures at any time, and may withhold future payments if services are not satisfactorily completed or if the documentation is not satisfactory. The final report is due to the OAG no later than 45 days after the expiration or termination of the Agreement. If complete and correct, documented reports are not received within these time frames, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests for payment, and the OAG may terminate the Agreement.

Any disbursement due or any approval necessary under the terms of the Agreement shall be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG. The Provider shall immediately inform the OAG that it is being investigated by any governmental agency for financial or programmatic issues upon learning of such an investigation. If it comes to the attention of the OAG that the Provider is being investigated, all pending requests and any future payments may not be processed until the matter is resolved to the satisfaction of the OAG.

The Provider agrees to maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

ARTICLE 11. VENDOR OMBUDSMAN

Pursuant to Section 215.422(7), Florida Statutes (2017), the Florida 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 12. 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 OAG written verification supporting both the determination to obtain and maintain, 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 13. INDEPENDENT CONTRACTOR

The Provider agrees that it is an independent contractor and not an officer, employee, agent, servant, joint venture 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 OAG. 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 OAG will not furnish support services (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by the OAG.

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 14. DOCUMENTATION AND RECORD RETENTION

Invoices for all fees or other compensation for services or expenses must be in accordance with Section 287.058(1)(a), Florida Statutes (2017). All invoices shall be submitted to the Chief of the Bureau of Advocacy and Grants Management, Office of the Attorney General, The Capitol PL-01, Tallahassee, Florida 32399-1050.

The Provider shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider shall maintain a file for inspection by the OAG or its designee, Chief Financial Officer, or Auditor General that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or expenses incurred, the identity of the person(s) who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, shall be maintained at the office of the Provider for a period of five (5) years from the termination date of the Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

ARTICLE 15. PUBLIC RECORDS

The Provider shall keep and maintain public records required by the OAG 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 OAG. If the OAG does not possess the requested records, the OAG will immediately notify the Provider of the request. Upon receiving such a notification and request from the OAG's Custodian of Public Records, the Provider shall provide the OAG with a copy of the requested records, at no cost to the OAG, 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 (2017) 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 OAG.

If the Provider fails to comply with the OAG's request for records, then the aforementioned failure constitutes grounds for unilateral cancellation of this Agreement by the OAG at any time, with no recourse available to the Provider. Further, any Provider who fails to provide the public records to the OAG within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes (2017). Upon completion of this Agreement, the Provider shall keep and maintain public records required by the OAG 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 OAG, at no cost, to the OAG all public records in possession of the Provider. If the Provider transfers all public records to the OAG 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 OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG.

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 AGENCY'S CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634,

publicrecordsrequest@myfloridalegal.com, **OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.**

ARTICLE 16. VICTIM ADVOCATE DESIGNATION

The Provider agrees to have all grant funded staff members complete training through the OAG's Victim Services Practitioner Designation Training.

ARTICLE 17. PROPERTY

The Provider agrees to be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the OAG.

ARTICLE 18. AUDITS

The PROVIDER shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the OAG's Office of the Inspector General (Section 20.055, Florida Statutes (2017)), or as authorized by law.

The administration of funds awarded by the OAG 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 by Section 215.97(2)(m), Florida Statutes (2017). The Provider shall allow the OAG, 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 (2017).

1. In the event the Provider expends a total amount of state financial assistance equal to or in excess of \$750,000 in its 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 (2017); applicable rules of the Department of Financial Services, and Chapter 10.550 (local governmental entities) or 10.650 (non-profit and for profit organizations), Rules of the Auditor General. ARTICLE 34, AMOUNT OF FUNDS, indicates the amount of state financial assistance awarded through the OAG by this agreement. In determining the state financial assistance expended in its fiscal year, the Provider shall consider all sources of state financial assistance, including state financial assistance received from the OAG, 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 (2017). This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes (2017), and Chapter 10.550 (local government entities) or

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Provider expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes (2017), is not required. In the event the Provider expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes (2017), the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of 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 19. AUDIT REPORT SUBMISSION

Copies of financial reporting packages required by Section 215.97, Florida Statutes (2017), shall be submitted by or on behalf of the Provider directly to each of the following:

- 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 OAG pursuant to this AGREEMENT shall be submitted timely in accordance with Florida Statutes and Chapter 10.550 (local governmental entities) or 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.

ARTICLE 20. MONITORING AND REPORTS

In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by OAG staff or its designee(s), limited scope audits, and/or other procedures. The Provider further agrees that it will comply and cooperate, together with its agents, employees, and approved subcontractors with any inspections, reviews, investigations, or audits

deemed necessary by the Chief Financial Officer, the Auditor General, or the OAG. The Provider may not accept duplicate funding for any position, service or deliverable funded by this grant. Duplicative funding is defined as more than 100% payment from all funding sources for any position, service or deliverable. If there are multiple funding sources and a program is funded or managed by the OAG, the OAG or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, the Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state law may also result in the suspension, termination, or both, of the Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to a Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, both parties agree that the Provider shall reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

The PROVIDER shall provide the OAG with reports which reflect monthly statistics, which shall demonstrate the funds are being used as specified in Attachment "A". The reports as required must be completed and received by the OAG no later than June 10, 2018 and July 10, 2018.

ARTICLE 21. RETURN OF FUNDS

The Provider shall return to the OAG any overpayments made to the Provider for unearned income or disallowed expenditures 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 OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Provider shall forthwith return the funds to the OAG. Should the Provider fail to immediately reimburse the OAG for any overpayment, the Provider will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

ARTICLE 22. PUBLIC ENTITY CRIME AND DISCRIMINATION

Pursuant to Section 287.133, Florida Statutes (2017), the following restrictions are placed on persons convicted of public entity crimes to transact business with the OAG: 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 (2017), for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The Provider certifies that neither it nor any affiliate has been placed on such convicted vendor list, and shall notify the OAG within five (5) days of its, or any of its affiliate's, placement thereon.

Pursuant to Section 287.134, Florida Statutes (2017), the following restrictions are placed on persons placed on the discriminatory vendor list to transact business with the OAG. 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. The Provider certifies that neither it nor any affiliate has been placed on such discriminatory vendor list, and shall notify the OAG within five (5) days of its, or any of its affiliate's, placement thereon.

ARTICLE 23. GRATUITIES

The Provider agrees that it will not offer or give any gift or any form of compensation to any OAG employee. As part of the consideration for this Agreement, the parties intend that this provision will survive the Agreement for a period of two years. In addition to any other remedies available to the OAG, 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 24. 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 OAG. The Provider does hereby assign to the OAG and its assigns or successors, all rights accruing under or in connection with performance under 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 hold the OAG 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 OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG 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 OAG, the right to continue use of, or to 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 25. INDEMNIFICATION AND ASSUMPTION OF LIABILITY

The Provider shall be liable for and indemnify, defend, and hold the OAG and all of 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 the OAG within seven (7) days after notice by the OAG. 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 OAG. The OAG's failure to notify the Provider of a claim shall not release the Provider from these duties. The Provider shall not be liable for any claims, suits, judgments, or damages arising solely from the negligent acts of the OAG.

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG and the Provider. No third party to this Agreement, including the victims 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 agrees to assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Provider's services.

ARTICLE 26. TERMINATION OF AGREEMENT

This Agreement may be terminated by the OAG for any reason upon five (5) days written notice via U.S. Postal Service, hand delivery, or email to the Provider to the physical or email address provided by the Provider in the application.

In the event this Agreement is terminated by the OAG, the Provider shall deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of the Agreement. Any finished or unfinished documents, data, 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 OAG.

Notwithstanding the above, the Provider shall not be relieved of liability to the OAG for damages sustained by the OAG by virtue of any termination or breach of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider shall be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

ARTICLE 27. 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, except as provided for budget modifications submitted by the Provider in writing which have been prior approved by the OAG pursuant to the terms of Article 8, Authorized Expenditures.

ARTICLE 28. NONDISCRIMINATION

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.

ARTICLE 29. ACKNOWLEDGMENTS

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. K04389 through funds issued by the State of Florida, Office of the Attorney General."

ARTICLE 30. 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. Any services performed by any such unauthorized aliens shall not be paid.

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 31. ADMINISTRATION OF AGREEMENT

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

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

ARTICLE 32. COMPUTER NETWORK REQUIREMENT

None of the funds made available pursuant to this agreement may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

Nothing in this agreement shall limit the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

ARTICLE 33. CONTROLLING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement shall be instituted in the appropriate court of general jurisdiction in Leon County, Florida.

ARTICLE 34. AMOUNT OF FUNDS

The total sum of monies paid to the Provider under this AGREEMENT shall not exceed \$ 350,000.00. The initial payment shall be disbursed upon execution and the second and final payment shall be based on approval of the performance report for activities during the previous month, documentation of expenditures for the previous month and submission of an invoice.

The OAG agrees to pay the Provider for fees and costs at a flat rate of \$ 350,000.00. The monies shall be paid as follows:

- up to \$ 175,000.00 upon execution; and
- up to \$157,500.00 in June 2018 (second and final payment).

The above second and final payment may be reduced based upon expenditures made in the previous month if the Provider failed to expend monies previously paid.

The remaining amount of \$17,500.00, represents a 10% retainage of the AGREEMENT amount withheld from the second and final payment and will be paid to the 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.

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

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

ARTICLE 35. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument, with all attachments, and the 2017-18 grant application as approved by the OAG embody the entire Agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or Agreements on this same subject, verbal or written, between the parties.

There are no representations or statements that are relied upon by the Provider that are not expressly set forth herein.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a grant is not something this or any Provider is entitled to receive. This Agreement is for one-time funding only, covering one fiscal year. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive funding in the future. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year.

Each of the parties executing this Agreement have full authority to do so and have received all lawfully necessary approvals to enter into this Agreement.

IN WITNESS WHEREOF, the DEPARTMENT OF LEGAL AFFAIRS, OFFICE OF THE ATTORNEY GENERAL, and BRIDGING FREEDOM, INC., have executed this agreement.

Laura H. Hamilton
Executive Director

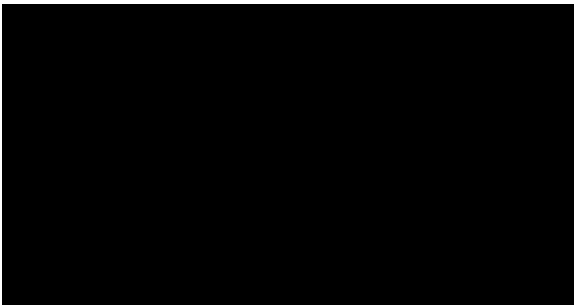
Laura H. Hamilton
Print Name

4/30/18
Date

Sabrina W. Donovan
Sabrina Donovan, Director of Administration

Sabrina W. Donovan
Print Name

05/01/18
Date



ATTACHMENT A

| Salary & Employee Related Direct Costs | May Requested | Approved May | June Requested | Approved June |
|---|----------------------|---------------------|-----------------------|----------------------|
| Direct Care Salaries & Benefits | 129,933 | 107,510 | 129,933 | 107,510 |
| Pre-employment Background Checks | \$1,700 | \$1,700 | \$100 | \$100 |
| Drug Screening | \$1,700 | \$1,700 | \$100 | \$100 |
| Employee Training | \$25,255 | \$29,078 | \$0 | \$0 |
| Office Supplies | | \$0 | | |
| General Office Supplies | \$50 | \$50 | \$413 | \$413 |
| Postage | \$50 | \$50 | \$50 | \$50 |
| Communications | | \$0 | | |
| Walkie Talkies | \$350 | \$350 | \$350 | \$350 |
| Travel | | \$0 | | |
| Vehicle Lease | \$0 | \$0 | \$450 | \$450 |
| Vehicle Insurance | \$0 | \$0 | \$500 | \$500 |
| Vehicle Fuel | \$0 | \$0 | \$585 | \$585 |
| Occupancy Costs | | \$0 | | |
| Mortgage | \$2,703 | \$2,703 | \$2,703 | \$2,703 |
| Electricity | \$800 | \$800 | \$800 | \$800 |
| Telephone, Cable and Internet | \$278 | \$278 | \$278 | \$278 |
| Pest Control | \$100 | \$100 | \$100 | \$100 |
| Youth Related Costs | | \$0 | | |
| Client Allowances (\$30 teen/month) | \$0 | \$0 | \$60 | \$0 |
| Youth Develop, & Training Materials | \$0 | \$0 | \$9,300 | \$9,300 |
| Clothing and Personal for Children | \$0 | \$0 | \$100 | \$100 |
| Recreation and Entertainment | \$0 | \$0 | \$300 | \$300 |
| Other Direct Costs | | \$0 | | |
| Gen Liability and Professional Insurance | \$1,250 | \$1,250 | \$1,250 | \$1,250 |
| Equine Therapist | \$0 | \$0 | \$1,733 | \$1,733 |
| Music Therapist | \$0 | \$0 | \$1,733 | \$1,733 |
| Art Therapist | \$0 | \$0 | \$1,733 | \$1,733 |
| Outcome Evaluations | \$70,000 | \$8,934 | \$0 | \$8,934 |
| Indirect Costs | | \$0 | | |
| Indirect Staff Salaries and Benefits | \$20,077 | \$20,077 | \$20,077 | \$20,077 |
| Pre-employment Background Checks | \$150 | \$150 | \$0 | \$0 |
| Drug Screening | \$150 | \$150 | \$0 | \$0 |
| Employee Training | \$0 | \$0 | \$0 | \$0 |
| Payroll Services | \$120 | \$120 | \$820 | \$820 |
| Other Indirect Costs | | \$0 | | |
| | \$ 254,666 | \$ 175,000 | \$ 173,468 | \$ 159,919 |

AGENCY CONTACT INFORMATION

Name of Agency: Enter the name as it should appear on a contract.

Bridging Freedom, Inc.

Federal Data Universal Numbering System (DUNS) Number: 932636256

Federal Employee Identification Number (FEIN): 27-5467980

Registered with the System of Award Management (formerly CCR)? Yes

Agency Director:

Prefix (Mr., Ms., Dr., etc.) Ms. Title: President

Name: Laura Hamilton

Telephone #: 813-474-4673

Fax #: None

Mailing Address: P. O. Box 18984
(Street, P.O. Box, etc.)

City: Tampa

State: FL

9-Digit Zip Code: 33679-8984

E-Mail Address: laura@bridgingfreedom.org

Performance Report Contact:

Prefix (Mr., Ms., Dr., etc.) Corpor Title: Secretary

Name: Jennifer Wilson

Telephone #: 813-474-4673

Fax #: None

Mailing Address: P. O. Box 18984
(Street, P.O. Box, etc.)

City: Tampa

FL

9-Digit Zip Code: 33679-8984

E-Mail Address: jenniferwilso2@gmail.com

Financial Contact:

Prefix (Mr., Ms., Dr., etc.) Mr. Title: Board Chairman

Name: Alan Wilkett

Telephone #: 813-474-4673

Fax #: None

Mailing Address: P. O. Box 18984
(Street, P.O. Box, etc.)

City: Tampa

State: FL

9-Digit Zip Code: 33679-8984

E-Mail Address: atw777@gmail.com

Signature of Agency Director:

Laura H. Hamilton

Date: 5/1/18

Agency Name:

Bridging Freedom, Inc.

PART 2. AGENCY ELIGIBILITY

1. Identify which of the following categories best describe the applicant agency:

Private Nonprofit*

2. Describe the type of implementing agency: (Choose only one category)

Government Agencies Only (choose one from the drop-down menu)

Describe Other:

Campus Organizations Only: (choose one from the drop-down menu)

Physical or Mental Health Service Program

Describe Other: Safe Home Campus Community for Child Sex Trafficking

Non-profit Organization Only: (choose one from the drop-down menu)

Federally Recognized Tribal Governments, Agencies, and Organizations Only: (choose one from the drop-down menu)

Describe Other:

3 Judicial circuit to be served: (choose one from drop-down menu)

6 - Sixth 13th Judicial circuit

4. Subgrantee Agency Service Area(s): (List the counties that cover the service area of your organization)

Pasco and Pinellas Counties (Hillsborough County will also be served which is the 13th Judicial circuit)

5. List the total population of the counties to be served :

Approximately 2.7 to 3 million

6. Describe the geographic characteristics of the service area: (choose one from the drop-down menu)

Mixed

7. List the Congressional District(s) served (up to 5 allowed, statewide projects note "99")

12, 13, 14, 15, 16

8. Describe the purpose of the GR subaward: (choose one from the drop-down menu)

Start up a new victim services project

9. Funds will primarily be used to: (choose one from the drop-down menu)

Offer new types of services

10. Is the applicant organization faith-based?: (choose one from the drop-down menu)

YES

Agency Name:

Bridging Freedom, Inc.

PROJECT DESCRIPTION

The project description should clearly outline what needs to be done and by whom. The project description pertains only to the services related to the funding provided by the Florida Legislature.

1. Describe the scope of work the activities and/or services to be provided. (Responses below are limited to 1000 characters) Attach additional pages as needed.

Bridging Freedom is working to develop and build a therapeutic safe home campus community for young girls identified as a victim of child sex trafficking and girls identified as at risk of child sex trafficking. Two homes are being constructed now on the campus that will provide 12 beds, therefore we are planning to serve 12 girls. Each home will provide an individual bedroom and bathroom for each girl, living room, dining room, kitchen, educational room, counseling room, and staff offices.

The program will strive to serve each victim for a year to 18 months based the evidence-based need for long-term care; however, it is recognized that the CSEC population are high-risk runners and therefore the program may serve an even higher number of girls each year. If a child runs away from the program, if she chooses to leave the program to attend a different program, if she is admitted to a higher level of care or transitions into a foster/adoptive home, etc. before (see attached page)

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.

Core Service Deliverables will be provided for at least 12 CSEC girls annually. The number of girls served could conceivably be more due to their tendencies to run away:

- 1) The development of a therapeutic program to provide services for at least 12 CSEC girls a year. The development of the program will be completed through research, mentorship, and creation of policies and procedures. This deliverable is expected to be accomplished when the policies and procedures are accepted by DCF and a license is issued for the program. Please see attached timeline.
- 2) The establishment of a professional staff to provide services for at least 12 CSEC girls a year. This deliverable is expected to be accomplished after receiving the program's 2017/2018 General Revenue contract and funds through DLA. Once the funds are received, the program can hire the professional staff. Please see attached timeline.
- 3) (see attached page)

**FY 2017-2018 General Revenue Funds
Bridging Freedom**

Part 3, Project Description

1) Describe the scope of work the activities and/or services to be provided.

Bridging Freedom is working to develop and build a therapeutic safe home campus community for young girls identified as a victim of child sex trafficking and girls identified as at risk of child sex trafficking. Two homes are being constructed now on the campus that will provide 12 beds, therefore we are planning to serve 12 girls. Each home will provide an individual bedroom and bathroom for each girl, living room, dining room, kitchen, educational room, counseling room, and staff offices.

The program will strive to serve each victim for a year to 18 months based the evidence-based need for long-term care; however, it is recognized that the CSEC population are high-risk runners and therefore the program may serve an even higher number of girls each year. If a child runs away from the program, if she chooses to leave the program to attend a different program, if she is admitted to a higher level of care or transitions into a foster/adoptive home, etc. before spending a full year within the program, a bed will then become available for another girl; therefore, the program will most likely serve more than 12 girls per year. On-line general information and Community Base Care programs such as Eckerd Connects, have stated that other safe homes have experienced girls staying anywhere from 1 day to 30 days to 90 days and longer. It is impossible to state how many victims can be served in one year as many factors out of the program's control, are at play.

Additionally, it is advocated that CSEC children have at least 18 months of care at a facility:

The U.S. Department of Health & Human Services, Office of the Assistant Secretary for Planning and Evaluation found at <https://aspe.hhs.gov/report/finding-path-recovery-residential-facilities-minor-victims-domestic-sex-trafficking/residential-facilities>, states the following in reference to the time needed for victims/survivors:

"Length of Stay. Providers and law enforcement working with this population advocated for a minimum length of stay at an appropriate facility of at least 18 months. This was also echoed by survivors. While one of the existing programs reported a shorter length of stay (3 to 6 months), they operated under a flexible policy that allowed for longer stays if needed. The 18-month length of stay was recognized as sufficient time to build trust with the girls, provide the necessary therapy to address their trauma, and to begin working their treatment plan and rebuilding their lives. Providers also advocated for continued connection to the program following exit and long-term aftercare services.

Stepwise activities are to 1) develop a therapeutic program, 2) seek a professional staff, 3) further the training of a newly established staff in trauma-informed care, 4) orient the staff to program policies and procedures to begin receiving young girls in 2018.

Once the staff is trained and oriented, the services to be provided by this grant are: 1) Program Oversight by a Program Director, Clinical Director, and Assistant Clinical Director; 2) Trauma-informed care and regulation by a 24/7 care staff of trained and licensed master level and bachelor level psychologist and/or social workers; 3) Health management by part-time licensed

nurse; 4) Education by a board certified educator and Florida Virtual School classes; and 5) Victim and Court advocacy by master-level psychologist and/or social worker.

2) Describe the deliverables for the project in quantifiable terms, including a minimum level of service.

Core Service Deliverables will be provided for at least 12 CSEC girls annually. The number of girls served could conceivably be more due to their tendencies to run away:

- 1) The development of a therapeutic program to provide services for at least 12 CSEC girls a year. The development of the program will be completed through research, mentorship, and creation of policies and procedures. This deliverable is expected to be accomplished when the policies and procedures are accepted by DCF and a license is issued for the program. Please see attached timeline.
- 2) The establishment of a professional staff to provide services for at least 12 CSEC girls a year. This deliverable is expected to be accomplished after receiving the program's 2017/2018 General Revenue contract and funds through DLA. Once the funds are received, the program can hire the professional staff. Please see attached timeline.
- 3) The orientation of policies and procedures for the start-up professionals to provide correct procedures for at least 12 CSEC girls a year. This deliverable is expected to be accomplished after receiving the program's 2017/2018 General Revenue contract and funds through DLA. Once the funds are received, the program can hire the professional staff, train each professional in trauma-informed care, and provide orientation of the policies and procedures of the program.
- 4) Program oversight for at least 12 CSEC girls 24 hours 7 days a week each year.
- 5) Residential trauma-informed care and regulation for at least 12 CSEC girls 24 hours 7 days a week each year.
- 6) Daily health care by part-time nurse for at least 12 CSEC girls 20 hours a day 7 days a week each year.
- 7) Educational planning, oversight and teaching by certified educator for at least 12 CSEC girls 5 days a week each year.
- 8) Life skills education by volunteers for 12 CSEC girls 3 times a week each year
- 9) Court advocacy for at least 12 CSEC girls when required each year.

Agency Name:

Bridging Freedom, Inc.

RELATED PARTIES QUESTIONNAIRE

This form must be completed and signed by the Executive Director or an agency official who is authorized to enter into contractual agreements. Attach additional pages if needed.

1. Are there currently any family relationships that exist between the board of directors, the agency's principal officers, the agency's employees, and any independent contractors? **YES/NO**

| |
|-----|
| YES |
|-----|

If yes, describe any and all family relationships that exist.

Please see attached Conflict of Interest Policy. Family relationships among the board members: Laura Hamilton, CEO/President and Angeline Wade, Office Manager (daughter to Laura Hamilton). Family relationships among agency's employees: Laura Hamilton, CEO/President, Angeline Wade, Office Manager (daughter to Laura Hamilton).

2. Are you aware of any interests, direct or indirect, that exist with the current board of directors, the current agency principal officers, the current agency employees, or any current independent contractors in the following area?

- | | YES/NO |
|---|---------------|
| (a) Sale, purchase, exchange, or leasing of property? | NO |
| (b) Receiving or furnishing of goods, services, or facilities? | NO |
| (c) Transfer or receipt of compensation, fringe benefits, or income or assets? | NO |
| (d) Maintenance of bank balances as compensating balances for the benefit of another? | NO |

If yes to any above, describe any and all interests that you are aware of at this time.

3. Are any current board of directors, current agency's principal officers, current agency's employees, or any current independent contractors indebted to the agency? **YES/NO**

| |
|----|
| NO |
|----|

If yes, describe the nature of the debt.

4. Have any current board of directors, current agency principal officers, current agency employees, or any current independent contractors misappropriated assets or committed other forms of fraud against the agency?

YES/NO

NO

If yes, describe the nature of the misappropriation.

By signing this form, I hereby certify that the information contained in this questionnaire is true and accurate to the best of my knowledge and belief. I acknowledge my obligation to notify the Office of the Attorney General General Revenue Grant Manager for this contract of any changes to the information provided.

Laura H. Hamilton
Signature

4/18/18
Date

Laura H. Hamilton
Print Name

President
Title

| Salary & Employee Related Direct Costs | May Requested | Approved May | June Requested | Approved June |
|---|---------------|--------------|----------------|---------------|
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| Youth Related Costs | | \$0 | | |
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| Clothing and Personal for Children | \$0 | \$0 | \$100 | \$100 |
| Recreation and Entertainment | \$0 | \$0 | \$300 | \$300 |
| Other Direct Costs | | \$0 | | |
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| Equine Therapist | \$0 | \$0 | \$1,733 | \$1,733 |
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| Indirect Costs | | \$0 | | |
| Indirect Staff Salaries and Benefits | \$20,077 | \$20,077 | \$20,077 | \$20,077 |
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| Other Indirect Costs | | \$0 | | |
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