

(SAMPLE - LEGAL AID CONTRACT)

2008/2009
AGREEMENT BETWEEN THE STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL
AND

AGENCY'S NAME

GRANT NO. V8XXX

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Office of the Attorney General, the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number 16.575, 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 the **(Agency's Name, Address)** 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 Provider agrees to supply the OAG with written notification of any change in the appointed representative for this Agreement. This Agreement shall be performed in accordance with the Victims of Crime Act (VOCA), Victim Assistance Grant Final Program Guidelines, Federal Register, Vol. 62, No. 77, April 22, 1997, pp. 19607-19621 and the U.S. Department of Justice, Office of Justice Programs, Financial Guide, incorporated herein by reference unless otherwise approved by the OAG.

ARTICLE 2. SCOPE OF SERVICES

For the 2008/2009 grant year, the Provider agrees to undertake, perform and complete the services as outlined in the 2008/2009 grant application as approved by the OAG, incorporated herein by reference unless otherwise approved by the OAG.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement shall become effective on October 1, 2008, or on the date when the Agreement has been signed by all parties, whichever is later, and shall continue through September 30, 2009. No costs incurred by the Provider prior to the effective date of said Agreement will be reimbursed and Provider is solely responsible for any such expenses. The original signed document must be returned to the OAG by October 17, 2009, or within 15 days of signature by all parties or the Agreement shall be voidable at the option of the OAG.

ARTICLE 4. AMOUNT OF FUNDS

The OAG agrees to reimburse the Provider for services completed in accordance with the terms and conditions of the Agreement. The total sum of monies reimbursed to the Provider for the costs incurred under this Agreement shall not exceed **(AWARDED AMOUNT)**. . The Provider agrees not to commingle grant funds with other personal or business accounts. The U.S. Department of Justice, Office of Justice Programs, Financial Guide does not require

physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a recipient. However, the accounting systems of Providers must ensure OAG funds are not commingled with funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another. Where a Provider's accounting system cannot comply with this requirement, the Provider shall establish a system to provide adequate fund accountability for each project.

In accordance with the provisions of Section 287.0582, F. S., if the terms of this Agreement and reimbursement thereunder 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. This Agreement is contingent upon the OAG's Victims of Crime Act award funded through the U.S. Department of Justice, Office for Victims of Crime formula grant program.

ARTICLE 5. 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 reimbursement with grant funds. Reallocation of less than twenty percent (20%) of a single category amount to another category may occur with prior written approval of the OAG. Reallocation of twenty percent (20%) or more may require a contract amendment pursuant to Article 15 of this Agreement. Reallocation of more than 20% from a budget category during the grant year will not be allowed. The Provider acknowledges and agrees any funds reimbursed under this Agreement must be used in accordance with the Victims of Crime Act, Victim Assistance Grant Final Program Guidelines, Federal Register, Vol. 62, No. 77, April 22, 1997, pp. 19607-19621, and the U.S. Department of Justice, Office of Justice Programs, Financial Guide, incorporated herein by reference unless otherwise approved by the OAG.

The Provider and the OAG agree VOCA 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 VOCA 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 reimbursed with grant funds will not exceed state rates pursuant to Section 112.061, F. S.

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 the 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 one thousand dollars (\$1,000) unless it can be documented that the vendor is a sole source supplier

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ARTICLE 6. PROGRAM INCOME

Providers must provide services to crime victims, at no charge, through the VOCA funded project. Upon request, the Provider agrees to provide the OAG with financial records and internal documentation regarding the collection and assessment of program income, including but not limited to victim compensation, insurance, restitution and direct client fees.

ARTICLE 7. METHOD OF REIMBURSEMENT

Payments under this Agreement shall be made at an hourly rate of \$65 for attorneys and \$35 for paralegals. Reimbursement shall be made monthly based on Provider submission and OAG approval of a monthly invoice, VOCA Personnel Spreadsheet (VPS), Match Personnel Spreadsheet (MPS), and actual expense report, if applicable. Monthly invoices, VPSs, MPSs and actual expense reports, must be submitted to the OAG by the last day of the month immediately following the month for which reimbursement is requested. The Provider shall maintain documentation of all costs represented on the invoice. The OAG may require documentation of expenditures prior to approval of the invoice, and may withhold reimbursement if services are not satisfactorily completed or the documentation is not satisfactory. The final invoice is due to the OAG no later than 45 days after the expiration or termination of the Agreement. If the final invoice is not received within this time frame, all right to reimbursement is forfeited, and the OAG will not honor any subsequent requests. Any reimbursement due or any approval necessary under the terms of this Agreement may 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 agrees to maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

The Provider is required to match the grant award as required in the VOCA Federal Guidelines. Match contributions of 20% (cash or in-kind) of the total cost of each VOCA project (VOCA grant plus match) must be reported monthly to the OAG. All funds designated as match are restricted to the same uses as the VOCA victim assistance funds and must be expended within the grant period. Unless otherwise approved by the OAG, match must be reported on a monthly basis consistent with the amount of funding requested for reimbursement.

ARTICLE 8. PERFORMANCE REPORTS

Quarterly reports as required by the OAG must be completed and received by the OAG no later than January 10, 2009; April 10, 2009; July 10, 2009; and October 10, 2009. Reimbursement of a monthly invoice is contingent upon OAG receipt and approval of these reports. Providers will be held responsible for meeting the service projections as outlined in Part 3 of the 2008/2009 application and approved by the OAG, incorporated herein by reference unless otherwise approved by the OAG and shown as Attachment "A".

ARTICLE 9. DOCUMENTATION AND RECORD RETENTION

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. Documentation, including audit working papers, shall be maintained at the office of the Provider for a period of five years from the termination date of the Agreement, or until the audit has been completed and any findings have been resolved, whichever is later.

The Provider shall give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods and services related to the grant. If the Provider fails to provide access to such materials, the OAG may terminate this Agreement. Section 119.071, and Section 960.15 F.S., provide that certain records received by the OAG are exempt from public record requests, and any otherwise confidential record or report shall retain that status and will not be subject to public disclosure. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG shall result in the suspension of further reimbursements to the Provider until requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

The Provider shall allow public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, unless the records are exempt under one of the provisions mentioned in the paragraph above, or are exempt from Section 119.071 F.S. or Section 24 (a) of Article I of the State Constitution and Chapter 119, Florida Statutes. Failure by the Provider to allow the aforementioned public access constitutes grounds for unilateral cancellation by the OAG at any time, with no recourse available to the Provider.

ARTICLE 10. 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. If the Provider is no longer a recipient, all property acquired by grant funds shall be subject to the provisions of the U.S. Department of Justice, Office of Justice Programs, Office of the Comptroller Financial Guide.

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ARTICLE 11. AUDITS

The administration of funds disbursed by the OAG to the Provider may be subject to audits and or monitoring by the OAG, as described in this section.

This part is applicable if the Provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Provider expends \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in Federal awards of any type in its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Article 4 to this Agreement indicates the amount of Federal funds disbursed through the OAG by this Agreement. In determining the Federal awards expended in its fiscal year, the Provider shall take into account all sources of Federal awards, including Federal resources received from the OAG. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Provider conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in this part, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the Provider expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Provider expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be reimbursed from non-Federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than Federal entities.)

ARTICLE 12. AUDIT REPORT SUBMISSION

Audits must be submitted no later than 180 days following termination or expiration of the agreement, but may be submitted at a later date upon written approval of the OAG.

1. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by this Agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the Provider directly to each of the following:

- A. Office of the Attorney General
Bureau of Advocacy and Grants Management
PL-01, The Capitol
Tallahassee, Florida 32399-1050

 - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

 - C. Other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.
- 2. In the event that a copy of the financial reporting package for an audit required by ARTICLE 12 of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the OAG for the reasons pursuant to Section .320(e)(2), OMB Circular A-133, as revised, the Provider shall submit the required written notification pursuant to Section .320(e)(2) and a copy of the Provider's audited schedule of expenditures of Federal awards directly to the OAG.

 - 3. 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 OMB Circular A-133, as revised, as applicable.

 - 4. Providers should indicate the date that the financial reporting package was delivered to the Provider in correspondence accompanying the financial reporting package.

ARTICLE 13. MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, monitoring procedures may include, but not be limited to, on-site visits by OAG staff, limited scope audits as defined by OMB Circular A-133, as revised, 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 OAG. The Provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

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ARTICLE 14. TERMINATION OF AGREEMENT

This agreement may be terminated by the OAG for any reason upon five (5) days written notice via certified mail.

In the event this Agreement is terminated, 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. 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, the Provider shall be reimbursed for satisfactorily performed and documented services provided through the effective date of termination.

ARTICLE 15. AMENDMENTS

Except as provided under Article 5, Authorized Expenditures, modification of any provision of this contract must be mutually agreed upon by all parties, and requires a written amendment to this Agreement.

ARTICLE 16. NONDISCRIMINATION

No person, on the grounds of race, creed, color, national origin, age, sex or disability, shall be excluded from participation in; be denied proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement as proscribed by all applicable state and federal laws and regulations. The Provider shall, upon request, show proof of such nondiscrimination. Failure to comply with such state and federal laws will result in the termination of this Agreement.

ARTICLE 17. ACKNOWLEDGMENT

All publications, advertising or describing of the sponsorship of the program shall state: "This project was supported by Award No, _____ awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (name of Provider) and the State of Florida."

ARTICLE 18. 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 reimbursed.

ARTICLE 19. ASSURANCES

Attachment "B" Assurances is hereby incorporated by reference.

ARTICLE 20. CERTIFICATION FORM

Attachment "C" Certification Form is hereby incorporated by reference.

ARTICLE 21. CONTROLLING LAW AND VENUE

This agreement is governed by Florida law. In the event of litigation, venue shall be in the Circuit Court of the Second Judicial Circuit, in and for Leon County, Florida.

ARTICLE 22. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument and the grant application 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.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. VOCA applications for grants are subject to a competitive process on an annual basis. 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.

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and the (AGENCY'S NAME), have executed this Agreement.

Authorizing Official

Deputy Chief of Staff

Print Name

Bill Stewart

Print Name

Date

Date

FEID # of Provider

SAMAS Code

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"There are two variations of the VOCA contracts--agency/program name and budget amounts. This listing provides the names of all 2008-2009 VOCA subgrantees. Posting of sample contracts is provided in an effort to limit computer storage space. A copy of any of the listed contracts will be provided upon request."