

RESOLUTION NO. 2023- 188

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A CONTRACT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND THE DEVEREUX FOUNDATION, INC.; AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE CONTRACT ON BEHALF OF THE COUNTY

WHEREAS, Community Based Care (CBC) is requesting Board approval to execute the Contract between St. Johns County (the County), on behalf of the St. Johns Community Based Care Family Integrity Program and The Devereux Foundation Inc. to provide eligible St. Johns County families with the Family Builders Safety Services Program.; and

WHEREAS, the Family Builders Safety Services Program provides intensive short-term safety service interventions and safety services as identified by the Department. The services are strength-based and focused on the five safety categories, which are aimed at restoring families who are in crisis or have present or impending danger identified. Services are designed to stabilize the crisis, which put children at risk for out-of-home placement, and keep the child, family and community safe by defusing the ongoing risk and safety factors; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the Contract; and

WHEREAS, the County has determined that accepting the terms of the Contract, and entering into said Contract will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

Section 1. The above recitals are hereby incorporated into the body of this resolution, and are adopted as findings of fact.

Section 2. The Board of County Commissioners approves the terms, provisions, conditions, and requirements of the Contract between the County and The Devereux Foundation Inc. for the Family Builders Treatment Program in substantially the same form as the attached hereto, and authorizes the County Administrator, to execute the Contract on behalf of the County.

Section 3. To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, then this resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 6th day of June, 2023.

Rendition Date JUN 06 2023

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Christian Whitehurst, Chair

ATTEST: Brandon J. Patty, Clerk

By: [Signature]
Clerk of the Circuit Court & Comptroller



St. Johns County Board of County Commissioners Standard Contract

THIS CONTRACT is entered into between **St. Johns County Board of County Commissioners**, a political subdivision of the state of Florida (hereinafter referred to as "SJC"), the Lead Agency for child welfare services in Circuit 7 and **The Devereux Foundation, Inc.**, (hereinafter referred to as the "Provider").

SJC has entered into a contract with the Florida Department of Children and Family Services (DCF), relating to the administration and delivery of protective services supervision and social services to children and families who are referred to SJC by DCF; SJC is responsible for providing and coordinating all services for children and their families with multiple needs who are enrolled in SJC and are served by multiple Providers; the Provider is in the business of delivering quality child welfare services; and SJC and the Provider mutually desire that the Provider deliver child welfare services to clients (as defined below) in a cost-effective manner consistent with quality care.

NOW THEREFORE, in consideration of the mutual undertakings and contracts hereinafter set forth, SJC and the Provider agree as follows:

1. **Authority:** Section 409.987, F.S., authorizes the Florida Department of Children and Families (DCF) to contract for community-based child welfare services, designating the contractor as an authorized agent of the state when performing child welfare functions. SJC is the contracted provider of child welfare services in accordance with this statute.

2. **Purpose and Contract Amount:** SJC is engaging the Provider for the purpose of community-based care services for the provision of foster care and related services, as further described in Attachment I hereto and incorporated herein by reference. The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract and as further described in Attachment I. Except advances, if any, provided for in this Contract, these deliverables must be received and accepted by the Contract Manager in writing prior to payment, subject to subsequent audit or review to confirm compliance with this Contract. Unless otherwise provided in the procurement document, if any, or governing law, SJC reserves the right to add services that are incidental or complimentary to the original scope of services. Except where the method of payment is prescribed by law, compensation will be equitably adjusted by SJC to the extent that it prescribes a fixed price (previously called "fixed fee") payment method or does not provide a method of payment for added tasks. Services provided under this Contract are payable as describe herein and in Attachment I, in an amount not to exceed \$ 119,842.84 for term 07/01/2023-06/30/2024.

3. **Effective and Ending Date:** This Contract shall be effective on **July 1, 2023**, and it shall end at midnight, Eastern Standard Time, on **June 30, 2024**, subject to the survival of terms provisions of Section 42.j hereof. This contract may be renewed for one term not to exceed one year. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by SJC and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract.

4. **Payment for Services:** SJC shall pay for contracted services performed by the Provider during the service period of this Contract according to the terms and conditions of this Contract not to exceed the amount specified in Attachment I, subject to the availability of funds and CPC's determination of satisfactory performance of all terms by the Provider. The provider shall seek reimbursement for only those services that have been authorized by SJC as specified in Attachment I of this Contract.

5. **Contract Document:** The Provider shall provide services in accordance with the terms and conditions specified in this Contract including its attachments I-VI and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties.

6. **Compliance with Statutes, Rules and Regulations:** In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all state and federal laws, rules and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, including but not limited to those described in Section 46 of this Contract.

7. **Official Payee and Party Representatives:**

a. The name, mailing address and e-mail address of the Provider's official payee to whom the payment shall be made is:
Name: The Devereux Foundation, Inc c/o Revenue Department

Address: 5850 T.G. Lee Blvd, Suite 400
City: Orlando State: FL Zip Code: 32822
E-mail: rhohnsto@devereux.org

b. The name, address, telephone number and e-mail of the Provider's representative responsible for administration of the program under this Contract is:

Name: Marisol Lindsay
Address: 120 East New York Avenue
City: Deland State: FL Zip Code: 32720
E-mail: mlindsay@devereux.org

c. The name, address, telephone number and e-mail address of the SJC Contract manager for this Contract is:
Name: Raechel Meeks

Address: 200 San Sebastian View, Suite 2300
City: St. Augustine State: FL Zip Code: 32084
E-mail: mmeeks@sjcfl.us

d. The name of contact person and address, telephone, and e-mail address where the Provider's financial and administrative records are maintained:

Name: Rebecca Hohnstock
Address: 5850 T.G. Lee Blvd., Suite 400
City: Orlando State: FL Zip Code :32822
E-Mail: rhohnsto@devereux.org

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

8. Inspections and Corrective Action: The Provider shall permit all persons who are duly authorized by SJC and the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure SJC of the satisfactory performance of the terms and conditions of this Contract. Determination of an on-site monitoring shall be established by a contractual risk assessment that uses predetermined factors to rank contracts. These risk factors include, at a minimum, but are not limited to; annual dollar amount, nature of service, prior provider performance and corrective actions and last contract monitoring visit. Following such review, SJC and/or the Department will deliver to the Provider a written report of its findings, and may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the written report. This provision will not limit SJC termination rights under Section 39.

9. Utilization Review and Quality Management Programs: Upon request, the Provider shall document aggregate and individual data in a timely and accurate fashion in order to assist SJC in evaluation of the effectiveness of services delivered by the Provider as well as the Provider's compliance with this contract. In addition, the Provider shall participate upon request and reasonable notice in regular evaluation, quality assurance and improvement activities performed by SJC, and any other licensing and/or accrediting body during the term of this contract.

10. Independent Contractor, Subcontracting and Assignments:

a. In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of SJC or the State of Florida, except where the Provider is a state agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind SJC or the Department by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this Contract.

b. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of SJC or the State of Florida. CPC will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by SJC in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

c. The Provider shall not assign its responsibilities under this Contract to another party, in whole or in part, without prior written approval of SJC, upon SJC sole determination that such assignment will not adversely affect the public interest. No payment shall be made to any factor or other person who has been assigned or transferred the right to receive payment except upon full and faithful performance of the Provider's duties hereunder. Any assignment or transfer occurring without prior approval of SJC shall be null and void. The Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of SJC, which shall not be unreasonably withheld.

d. SJC shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Contract to a governmental agency in the State of Florida or to a provider of SJC's selection, upon giving prior written notice to the Provider. In the event of assignment by either party, this Contract shall remain binding upon the lawful successors in interest of the Provider and SJC.

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

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

11. Provider Indemnity: The Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless SJC and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to any alleged act or omission by SJC, its agents, employees, partners, or subcontractors alleged to be caused in whole or in part by SJC, its agents,

employees, partners, or subcontractors; provided, however, that the Provider shall not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omission of SJC or the Department. The following additional terms will also apply:

a. The Provider shall fully indemnify, defend, and hold harmless SJC and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, related to or arising from the performance of this Contract; provided, however, that the foregoing obligation shall not apply to SJC's misuse or modification of the Provider's products or the SJC operation or use of the Provider's products in a manner not contemplated by the Contract. If any product is the subject of an infringement suit, or in the Provider's opinion is likely to become the subject of such a suit, the Provider may at its sole expense procure for SJC right to continue using the product or to modify it to become non-infringing. SJC shall not be liable for any royalties. If the Provider removes an infringing product because it is not reasonably able to modify that product or secure SJC the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that SJC determines to be of equal or better functionality or be liable for SJC's cost in so doing.

b. The Provider shall indemnify SJC for all costs and attorney's fees arising from or relating to the Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record, as provided for under Section 35 hereof, including litigation initiated by SJC or the Department.

Notwithstanding the above, the Provider's obligation to indemnify, defend, and hold harmless SJC shall not include the acts or omissions of any Provider partners or subcontractor that is not a direct provider of foster care and related services to children and families. The Provider's obligation to indemnify, defend, and hold harmless SJC shall also not include damages and costs, including attorneys' fees, arising from the acts or omissions of any Provider subcontractor that is a direct provider of foster care and related services to children and families to the extent that such subcontractor indemnifies, defends, and holds harmless SJC for the subcontractor's acts or omissions. The Provider remains responsible to ensure that its subcontractors providing foster care and related services indemnify, defend, and hold harmless CPC and the Department; provided. Nothing in the Standard Contract, the attachments thereto, of the other documents referenced in any of them is intended to or shall waive the statutory limits of liability of the Provider or the subcontractor under section 409.993, F.S., or section 39.011, F.S., of the ability of the Provider to claim immunity thereunder. The obligation of the Provider and any subcontractor to indemnify, defend, and hold harmless SJC and the Department shall not include any loss or damages caused by the negligent acts or omissions of SJC or the Department.

The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding SJC negligent shall excuse the Provider of performance under this provision, in which case SJC shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the state, its obligation to indemnify, defend and hold harmless SJC and the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

12. Insurance: During the existence of this Contract, and any renewal(s) and extension(s) of it, the Provider shall maintain, and through contract require that its' subcontractors maintain insurance in accordance with section 409.993, F.S., and any subsequent amendments to the statute and the following requirements:

a. The Provider, and its subcontractors that are direct providers of foster care and related services to children and families, shall maintain continuous adequate general liability coverage in accordance with section 409.993, F.S. The Provider, and its subcontractors that are direct providers of foster care and related services to children and families, shall maintain continuous adequate professional liability insurance coverage, including coverage for abuse and neglect, with the same limits and any other requirements of the statute for general liability insurance. The Provider and all its subcontractors shall maintain continuous adequate non-owned automobile liability coverage in accordance with section 409.993, F.S.

All Provider and subcontractor policies of insurance shall be provided by insurers licensed or eligible to do business in Florida and require the insurer to give SJC and the Department written notice of any intention to cancel or refuse to renew the policy at least thirty (30) days prior to cancellation or non-renewal.

b. The Provider shall, and through contract, require its subcontractors to provide, SJC and the Department with certificates of liability insurance naming SJC as an additional insured and certificate holder and the Department as a certificate holder evidencing such insurance to be in full force and effect at all times during the term of this Contract, attached to a certification, signed by a Provider authorized representative, that the Provider is in compliance with all applicable federal and state statutory and regulatory insurance requirements.

Submission of the foregoing shall not operate as acceptance by SJC of the adequacy of such policies to comply with these requirements.

With the exception of a state agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this Contract.

The Provider shall obtain and maintain, at its expense, at all times throughout the term of this contract, one or more policies of professional liability and commercial general liability insurance with an insurance company or companies licensed in the State of

Florida. The policies will have limits of not less than one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) in the annual aggregate to cover any loss, liability or damage alleged to have been committed by the Provider, its employees, agents, independent contractors, volunteers and/or students. The Provider agrees to maintain insurance for general, professional, and non-owned automobile liability per 409.993, F.S. during the existence of this contract and any renewal(s) and extension(s). Upon the execution of this Contract, the Provider shall provide SJC and the Department with certificates naming SJC as an additional insured and certificate holder and the Department as a certificate holder. The Provider shall furnish written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to expiration or cancellation. Within 30 days of execution of this Contract, the Provider shall submit the signed Insurance Attestation form.

SJC reserves the right to require additional insurance, as specified in this contract.

13. Notice of Legal Actions: The Provider shall notify SJC of potential or actual legal actions against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver. The Contract Manager will be notified within 10 days of Provider becoming aware of such actions or potential actions from the day of the legal filing, whichever comes first.

14. Client Risk Prevention: The Provider and any subcontractors shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

15. Incident Reporting: The Provider shall, in accordance with the client risk prevention system, be responsible for reporting to SJC any critical incidents involving clients served through this contract. This reporting shall be done verbally within 2 hours, with written confirmation within one (1) business day. Critical incidents include any of the following: death, serious injury, or serious illness of a client; events or circumstances of a serious nature that pose physical or emotional danger to client or staff; suicide attempt by a client; runaway by a client. The Provider shall report those incidents listed in SJC Policy and Procedure in the manner prescribed in the SJC Operating Procedure. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96-ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

16. Mandatory Reporting Requirements: The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident (as defined in CFOP 180-4) shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the contract manager; and 2) other reportable incidents shall be reported to the Department's Office of Inspector General by completing a Notification/Investigation Request (form CF 1934) and emailing the request to the Office of Inspector General at ig_complaints@myflfamilies.com. The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida 32399-0700; or via fax at (850) 488-1428. A reportable incident is defined in CFOP 180-4. Mandatory Reporting Requirements of the Office of Inspector General, which may be obtained from the Contract Manager. Reportable incidents per CFOP 180-4 are:

- a. Inappropriate employee acts or omissions that result in client injury, abuse, neglect, or death;
- b. Fraud;
- c. Theft;
- d. Breaches of confidentiality by an employee, unless inadvertent and self-reported (e.g. revealing a reporter's name, providing confidential documents to unauthorized persons, access of client files for non-business reasons, providing information from client files such as medical or benefits information, etc.) immediately upon confirmation by the circuit;
- e. Falsification of official records (e.g. intentional alteration of State documents, misrepresentation of information during an official proceeding, intentional falsification of client case records, case notes, client contact reports, visitation records, or client home visits, creating false and fictitious files, etc.);
- f. Misuse of position or State property, employees, equipment or supplies, for personal gain or profit (e.g., misuse of telephonic and communication devices, use of staff for personal services, soliciting on State property, conspiracy to conceal State property, misuse of the Internet to conduct personal business as defined in policy, etc.);
- g. Failure to report known or suspected neglect or abuse of a client;
- h. Improper expenditure or commitment of public funds;
- i. Contract mismanagement by a Department employee or a contractor, subcontractor, or employee of either (e.g. waste, misuse, or loss of a significant amount of public funds, evidence of egregious lack of judgment in the use of public funds, evidence that State or Federal laws, or State rules or Federal regulations have been violated, etc.);

j. Computer related misconduct (e.g., accessing FLORIDA, Florida's Safe Families Network (FSFN), system files of clients when there is no direct business involvement with the client, accessing inappropriate or pornographic web sites, sending threatening or harassing messages, misuse of email, etc.);

k. Any violation under Chapter 435, F.S., Employment Screening that would result in a disqualification from client contact duties (e.g., conviction for murder, manslaughter, assault and battery, kidnapping, false imprisonment, sexual battery, theft, robbery, child abuse, abuse and/or neglect of an elderly or disabled adult, sale of a controlled substance, resisting arrest, contributing to the delinquency of a minor, or other disqualifying offense); or

l. Any other wrongdoing that would be violation of statute, rule, regulation or policy, excluding job performance and related deficiencies.

17. Emergency Preparedness Plan: If the tasks to be performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this Contract, submit to the Contract Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the Contract in the event of an actual emergency.

a. For the purpose of disaster planning, the term supervision includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home or be placed in a licensed foster care setting.

b. No later than twelve months following SJC's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary.

c. SJC agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, CPC may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.

18. Intellectual Property: It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of SJC, fully compensated for by the Contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that SJC shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

a. If the Provider uses or delivers to SJC for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in the Special Provisions of Attachment I as having specific limitations, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by SJC its employees, agents or contractors for State of Florida purposes during the term of this Contract and perpetually thereafter.

b. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but SJC shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products for State of Florida purposes.

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

20. Publicity: Without limitation, the Provider and its employees, agents, assignees, volunteers and students shall not, without prior SJC and/or the Department's written consent in each instance, use in advertising, publicity or any other promotional endeavor, any SJC or the Department's mark, the name of SJC or the Department or any officer, employee of SJC or the Department or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by SJC, the Department or the State of Florida, or refer to the existence of this contract in press releases, advertising or materials distributed to the Provider's prospective customers.

21. Sponsorship: As required by section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising,

or describing the sponsorship of the program state: "Sponsored by (Provider's name), SJC and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families and SJC" shall appear in at least the same size letters or type as the name of the organization.

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

23. **Invoices:** The Provider shall submit an invoice to SJC on a monthly basis through submission of a properly completed invoice within five (5) days following the end of the month for which reimbursement is being requested. Each invoice shall at a minimum include, description of services rendered and/or name of child, date of birth, social security number, contract number, month of service, Provider's address, and FEID and/or SSN Number. The Provider is not obligated to use a SJC invoice as long as this information is provided at the time of billing. The Provider shall seek reimbursement for only those services that have been authorized by SJC as specified in Attachment I of this contract. SJC shall not be obligated to make any payment to the Provider if the Provider does not follow SJC's billing procedures, unless and until necessary corrections are made by the Provider.

24. **Timeliness:** The Provider shall use its best efforts to submit invoices in accordance with Attachment I, Section C. Method of Payment for all invoices for services provided during such month. In no event, regardless of the cause or circumstance, will SJC, the client, or the Department be responsible or liable for payment of any invoice submitted to SJC more than 90 days after the end of the month in which the services were rendered.

25. **Compensation for Services:** For services rendered to clients in accordance with the terms of this contract, and for fulfillment of the Provider's other obligations under this contract, the Provider shall accept as payment in full the amount or amounts set forth in the fee schedule for such services, outlined in Attachment I of this contract. Payment to the Provider will be made within 30 days after SJC's receipt of a timely and properly completed invoice. SJC reserves the right to make estimated payments prior to the completion of the service period with subsequent monthly reconciliation to actual expenditures as deemed prudent in the normal course of business.

SJC will not pay the Provider for services not rendered due to unplanned absences, including days or times that a client is absent due to hospitalization. SJC shall make the final determination as to whether services have been delivered after consultation with the Provider.

26. **Invoice Denials - Corrections:**

a. Documentation, including the reason for required correction/documentation, within five (5) working days of receipt of such invoice. The Provider shall have ten (10) days from the time of notification by SJC to correct problems with its invoices.

b. SJC will maintain an administrative review process for any and all invoices submitted by the Provider and permanently denied for payment by SJC. Each request for an administrative review must be submitted in writing to the SJC Contract Manager, postmarked or faxed within five (5) days after the Provider's receipt of the notice of permanent invoice denial, and will include the following information: information identifying the specific permanently denied invoice; request for an administrative review of the permanently denied invoice; reason for the request of an administrative review; and documentation supporting such reason. Failure to request an administrative review within the time allowed constitutes an irrevocable waiver of the Provider's right to request an administrative review for the permanently denied invoice. SJC will conduct an administrative review of any permanently denied invoice within five (5) working days after receipt of the Provider's request for an administrative review, and SJC shall notify the Provider by certified mail of the decision within five (5) working days after the administrative review.

27. **Coordination of Benefits:** The Provider shall cooperate fully with SJC in providing information and performing tasks necessary to receive reimbursement from any applicable third-party payers and in all other matters relating to proper coordination of benefits. If the Provider receives any payment from a third-party payer for services delivered to a client that have been paid by SJC (i.e., "double billing"), then the payment to the Provider from SJC for subsequent invoices will be reduced by the amount paid by the third-party payer. If there are no subsequent invoices, the funds will be subject to recoupment.

28. **Final Invoice:** The final invoice for payment shall be submitted to SJC no more than 30 days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and SJC will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all reports due from the Provider and necessary adjustments thereto, have been approved by SJC.

29. **Financial Consequences:** If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, SJC will apply financial consequences provided for in Section 38 hereof. The parties agree that the penalties provided for under Section 38 hereof constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for

additional financial consequences or for liquidated damages to the extent that this Contract so provides or termination of contract per Section 38 and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 30, to the extent of such error.

30. **Overpayments:** The Provider shall return to SJC any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by SJC and any interest attributable to such funds. Should repayment not be promptly made upon discovery by the Provider or its auditor or upon written notice by SJC, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by SJC to not be in full compliance with contract requirements shall be deemed overpayments. SJC shall have the right at any time to offset or deduct from any amount due under this Contract at any time any amount due to SJC from the Provider under this or any other contract or agreement and payment otherwise due under this Contract will be deemed received regardless of such offset.

If this contract involves federal or state financial assistance, the following applies: The Provider shall return to SJC any unused funds; any accrued interest earned; and any unmatched grant funds; as detailed in the Final Financial Report, no later than 60 days following the ending date of this Contract.

31. **Payment on Invoices** Pursuant to section 215.422, F.S., SJC has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract specify otherwise. If payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by SJC or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a Provider due to preparation errors will result in a non-interest-bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Provider requests payment. Payment shall be made only upon written acceptance by SJC and shall remain subject to subsequent audit or review to confirm contract compliance.

32. **Vendor Ombudsman:** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

33. Requirements of Section 287.058, Florida Statutes (F.S.):

The Provider shall provide units of deliverables, including reports, findings, and drafts, as specified in this contract. These deliverables must be received and accepted by the contract manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of SJC. The Provider shall submit bills for fees and other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit; where itemized payment for expenses are permitted in this contract, submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this contract. The provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., and as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this contract except that public records which are made confidential by law and must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which SJC may unilaterally terminate the contract. Unless otherwise provided in the procurement document, if any, or governing law, SJC reserves the right to add services that are incidental or complimentary to the original scope of services.

34. Records, Retention, Audits, Inspections and Investigations:

a. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SJC under this Contract.

b. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to SJC.

c. Upon demand, at no additional cost to SJC, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 34.b.

d. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by SJC and the Department.

e. At all reasonable times for as long as records are maintained, persons duly authorized by SJC, the Department and Federal auditors, pursuant to 45 CFR, section 92.36(i)(10), shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

f. A financial and compliance audit shall be provided to SJC as specified in this Contract and in Attachment III.

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

h. No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

35. Public Records:

a. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

b. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

i. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

ii. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

iii. Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

iv. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0805
publicrecords@sjcfl.us**

c. The Provider must clearly label any portion of the documents, data, or records submitted to SJC that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling shall include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information. SJC, when required to comply with a public records request including documents submitted by the Provider, may require

the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. The submission shall contain an updated version of the justification for exemption, correlated specifically to the redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude only those exact portions that are claimed to be trade secret. The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information is exempt from inspection and copying under Florida's Public Records Law.

36. Client Information: The Provider shall not use or disclose any information concerning a recipient of services under this Contract for any purpose prohibited by state and federal laws, rules and regulations except with the written consent of a person legally authorized to give that consent or when authorized by law. In compliance with 45 CFR s.164.504(e), the Provider shall comply with the provisions of Attachment VI Health Insurance Portability and Accountability Act to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors' incidental to Provider's performance of this Contract.

37. Data Security: The Provider shall comply with the following data security requirements whenever the Provider or its subcontractors have access to Department data systems or maintain any client or other confidential information in electronic form:

a. An appropriately skilled individual shall be identified by the Provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the SJC's security staff and will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all Provider employees that request or have access to any Departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated Provider employees.

b. The Provider shall provide the latest Departmental security awareness training to its staff who have access to Departmental information.

c. All Provider employees who have access to Departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement Form CF 0114 annually. A copy of Form CF 0114 may be obtained from the Contract Manager.

d. The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and mobile storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the Provider shall assure that unencrypted personal and confidential Departmental data will not be stored on unencrypted storage devices.

e. The Provider agrees to notify the Contract Manager as soon as possible, but no later than five (5) working days following the determination of any breach or potential breach of personal and confidential Departmental data.

f. The Provider shall at its own cost provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential Departmental data as provided in section 817.5681, F.S. The Provider shall also at its own cost implement measures deemed appropriate by SJC and the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential Departmental data.

The Provider shall cause each of its subcontractors having access to Department data systems or maintaining any client or other confidential information in electronic form to comply with the provisions of this Section 37 and the term "Provider" shall be deemed to mean the subcontractor for such purposes.

38. Financial Penalties for Failure to Take Corrective Action:

a. In accordance with the provisions of subsection 402.73(1), F.S., and Rule 65-29.001, Florida Administrative Code (F.A.C.), corrective action may be required for noncompliance, nonperformance, or unacceptable performance under this Contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action.

b. The increments of penalty imposition that shall apply, unless SJC determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action has not been implemented or in which acceptable progress toward implementation has not been made.

c. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

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

39. The Following Termination Provisions Apply to this Contract:

a. This contract may be terminated by either party without cause upon no less than thirty (30) days' notice in writing unless a sooner time is mutually agreed upon in writing.

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

c. In the event the Provider fails to fully comply with the terms and conditions of this Contract, SJC may terminate the Contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the SJC or is not permitted by law or regulation. Otherwise, notice of termination will be issued after Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by SJC specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, SJC may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so to terminate the Contract. SJC's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. SJC's waiver of any one breach of any provision of this Contract shall

not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit SJC's right to remedies at law or in equity.

d. Failure to have performed any contractual obligations under any other contract with SJC in a manner satisfactory to SJC will be a sufficient cause for termination. To be terminated under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with SJC, been notified by SJC of the unsatisfactory performance and failed to timely correct the unsatisfactory performance to the satisfaction of SJC; or (2) had a contract terminated by SJC for cause. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider.

e. In the event that this contract is terminated, regardless of the circumstances of termination, the Provider shall continue to serve any clients receiving services from the Provider prior to the termination notice for a maximum of 90 days after receipt of such notice in order to allow for an appropriate transition of such clients to other Providers with minimum disruption in service delivery. During such transition period, the Provider and SJC will continue to operate in accordance with the terms of this contract, which shall remain in effect until all invoices are resolved and all final payments have been made to the Provider. The provisions; Section 36 (Client Information), Section 34 (Records: Access, Audits, and Retention), Section 11 (Provider Indemnification) and Section 41 (Dispute Resolution) shall survive the termination of this contract. continue to serve any clients receiving services from the Provider prior to the termination notice for a maximum of 90 days after receipt of such notice in order to allow for an appropriate transition of such clients to other Providers with minimum disruption in service delivery. During such transition period, the Provider and SJC will continue to operate in accordance with the terms of this contract, which shall remain in effect until all invoices are resolved and all final payments have been made to the Provider. The provisions; Section 36 (Client Information), Section 34 (Records: Access, Audits, and Retention), Section 11 (Provider Indemnification) and Section 41 (Dispute Resolution) shall survive the termination of this contract.

All notices of termination provided under this Section shall be in writing on paper, physically sent to the official contact person under Section 7 by U.S. Postal Service or any other delivery service that provides verification of delivery or by hand delivery. In the event of termination under paragraphs a. or b., the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

40. Transition Activities:

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

b. In the event that SJC's contract with the Department is terminated, the Provider shall provide reasonable cooperation in transitioning SJC's responsibilities under this contract and under the DCF contract to any other person or entity selected by the Department to assume such responsibilities.

41. Dispute Resolution: Any dispute concerning performance of this Contract or payment hereunder shall be decided by the SJC's Contract Manager, who shall reduce the decision to writing and provide a copy to the Provider. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Contract Manager's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution SJC and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in Section 41, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties' rights of termination under Section 39 hereof. All notices provided under this Section shall be in writing on paper, physically sent to the official contact person under Section 7 by U.S. Postal Service or any other delivery service that provides verification of delivery or by hand delivery.

42. Other Terms:

a. Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication, in writing, except for notices of termination per Section 39, such communication includes email, and attachments are deemed received when the email is received.

b. This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue for any action arising under this Contract shall lie exclusively in St. Johns County.

c. Articles which are the subject of or are required to carry out this Contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this Contract, the Provider shall be deemed to

be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE at (800) 643-8459.

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

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

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

g. **Transitioning Young Adults:** The Provider understands SJC's interest in assisting young adults aging out of the dependency system. SJC and the Department encourage Provider participation with the local SJC Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

h. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

i. If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.

j. **Survival of terms.** The parties agree that, unless a provision of this Standard Contract, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this Contract concerning obligations of the Provider and remedies available to SJC are intended to survive the "ending date" or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of this Contract are consideration for such performance.

k. In the event of a conflict between the provisions of the documents comprising this Contract, the documents shall be interpreted in the following order of precedence:

- i. Attachment I and other attachments, if any;
- ii. Any documents incorporated into any attachment by reference;
- iii. This Standard Contract;
- iv. Any documents incorporated into this Standard Contract by reference.

43. Modifications or Amendments:

a. Contract modifications shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the SJC's operating budget.

b. SJC may amend or modify any provision of this contract upon thirty (30) days written notice to the Provider. Failure of the Provider to object in writing to such amendment or modification during the 30-day notice period shall constitute acceptance of such modification by the Provider.

c. SJC may make technical amendments to this contract as may be required by a state or federal regulatory agency, upon thirty (30) days written notice to the Provider.

44. Cultural Competence: The Provider will not discriminate in the treatment of clients or delivery of services, either in the quality, quantity or type of services rendered or in any other manner, on the basis of race, color, religion, sex, sexual preference, age, disability, national origin, ancestry, place of residence, health status, need for services or source of payment for services rendered. The Provider will observe, protect and promote the rights of clients. The Provider shall develop and carry out a program to develop the cultural competence of its employees, agents and independent contractors, if any, to assist them in providing services in a manner that respects the diversity of clients. Diversity includes diversity in race, national origin, gender, sexual orientation, ethnicity, culture, religion, socioeconomic status, educational level, and physical and intellectual abilities. The Provider will provide services under this contract in a manner sensitive to the diversity of clients.

45. No Reject/No-Eject: The Provider acknowledges that SJC maintains a "No-Reject/No-Eject" policy and the Provider agrees to use its best efforts to accommodate such policy. The Provider may not reject or discharge a client for whom it has the skill and capacity to provide services outlined in this contract. The Provider must be willing to continue working with clients in spite of client's efforts to sabotage progress.

46. **Additional Requirements of Law, Regulation and Funding Source:** As provided in Section 5 of this Contract, the Provider is required to comply with the following requirements, as applicable to its performance under this Contract, as they may be enacted or amended from time to time. Provider acknowledges that it is independently responsible for investigating and complying with all state and federal laws, rules and regulations relating to its performance under this Contract and that the below is only a sample of the state and federal laws, rules and regulations that may govern its performance under this Contract.

a. Federal Law

i. If this Contract contains federal funds, the Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 45 CFR, Parts 74 and 92, the Federal Uniform Grant Guidance and other applicable regulations.

ii. If this Contract contains \$10,000 or more of federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

iii. If this Contract contains over \$100,000 of federal funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to CPC.

iv. No federal funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment IV. If a Disclosure of Lobbying Activities form, Standard Form LLL is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Contract.

v. If this Contract contains federal funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

vi. Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by SJC for violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider and its subcontractors will enroll in and use the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. "Employee assigned to the contract" means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

vii. If this contract is with a sub-recipient of federal financial assistance, the Provider shall comply with Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (also known as the "Super Circular"), Code of Federal Regulations Title 2, Part 200 (2 CFR, Part 200).

b. **Civil Rights Requirements** - In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VII of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within 30 days of execution of this Contract and annually thereafter in accordance with 45 CFR, Part 80 and CFOP 60-16.

c. **Use of Funds for Lobbying Prohibited** - The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

d. **Public Entity Crime and Discriminatory Contractors** - Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid; proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor,

supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

e. **Scrutinized Companies** - If this Contract is for an amount of \$1 Million or more, SJC may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

f. **Federal Funding Accountability and Transparency Act** - The Provider will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Contract includes \$25,000 or more in Federal funds (as determined over its entire term). The Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds.

g. **Confidential Client and Other Information** - Except as provided in this Contract, the Provider shall not use or disclose but shall protect and maintain the confidentiality of any client information and any other information made confidential by Florida law or Federal laws or regulations that is obtained or accessed by the Provider or its subcontractor's incidental to performance under this Contract.

State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 415.295, 741.3165 and 916.107, F.S.

Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602 and 42 U.S.C. §1396a(a)(7) and 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §431.300-30645 CFR §400.27(a) and 45 CFR §205.50.

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

h. **Whistleblowers Act Requirements** - In accordance with subsection 112.3187(2), F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

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

i. Support to the Deaf or Hard-of-Hearing

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

ii. If the Provider or any of its subcontractors employs fifteen (15) or more employees, the Provider shall designate a Single- Point-of- Contact (one per firm) to ensure effective communication with customers or companions who are deaf or hard of hearing, in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single Point of Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database, by the 5th working day of the month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The name and contact information for the Provider's Single Point of Contact shall be furnished to the SJC Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

iii. The Provider shall contractually require that its subcontractors comply with of- Contact shall be required for each subcontractor will comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single Point of Contact will ensure effective communication with customers or companions who are deaf or hard of hearing in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single Point of Contact.

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

in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

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

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

vii. If the customer or companion is referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

viii. SJC requires each contract/subcontract provider agency's direct service employees to complete training on servicing our Customers who are Deaf or Hard-of-Hearing and sign the Attestation of Understanding. Direct service employees will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

j. **Employment Screening** - The Provider shall ensure that all staff utilized by the Provider and its subcontractors that are required by Florida law to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

- i. Employment history checks;
- ii. Fingerprinting for all criminal record checks;
- iii. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);
- iv. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and
- v. Security background investigation, which may include local criminal record checks through local law enforcement agencies.
- vi. Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed with the employer.

The Provider shall sign an affidavit each state fiscal year for the term of the contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

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

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

In accordance with Section 287.057(2), F.S., each contract service provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of their health and human services contracts to their Contract Manager(s). The list must include the following information:

- Name of each contracting state agency and the applicable office or program issuing the contract.
- Identifying name and number of the contract.
- Starting and ending date of each contract.
- Amount of each contract.
- A brief description of the purpose of the contract and the types of services provided under each contract.
- Name and contact information of each Contract Manager.

47. **Criminal Offenses/Disciplinary Actions:**

- a. The Provider represents and warrants that the Provider, its employees, agents and independent contractors who

provide direct care to clients have never been convicted or entered a plea of guilty or nolo contendere ("no contest") to any criminal offense against clients served or charge described in subparagraph (c) below of this contract, regardless of an adjudication of guilt, or have never been disciplined in any manner by any licensing agency or professional board or organization for professional incompetence or misconduct. The Provider agrees, and will require each of such employees, agents and independent contractors, and each of its volunteers and students, to authorize CPC to review background check documentation for criminal offenses, licensing violations, case dispositions and adjudications of abuse and/or neglect by the Provider and by all its agents, employees, independent contractors, volunteers, and students used by the Provider to provide Services.

b. The Provider will utilize only employees, independent contractors, volunteers, or students to provide direct care to clients who have signed an affidavit of moral character and who have undergone a criminal background check.

c. The Provider shall complete criminal background checks on all employees, agents and independent contractors, as well as all volunteers, interns and students, in accordance with 435 F.S. The Provider shall decline to hire or fire any such persons to assure to the fullest extent possible that no individual who has entered a plea of guilty or nolo contendere ("no contest") for any disqualifying offense as provided in Section 435.04, Florida Statutes, regardless of an adjudication of guilt, is left unsupervised with clients.

d. The Provider shall maintain detailed written policies and procedures regarding recruitment practices, screening procedures, reference and police checks, and training methods for employees, agents, independent contractors, volunteers and students. The Provider shall provide regular supervision of its volunteers and students by its paid staff, including a minimum of one supervisory conference per month with each volunteer and student, as well as daily availability of staff for telephone contact by volunteers and students.

48. **Transportation:** The Provider agrees that any employee, agent, independent contractor, volunteer or student who transports clients and/or their family members will have a current, valid driver's license and, if using his or her own private vehicle to transport clients, will have the appropriate automobile liability insurance. The Provider shall have automobile insurance for vehicles the Provider owns or leases. All applicable automobile insurance policies will have a limit of not less than one hundred thousand dollars (\$100,000) per claim and three hundred thousand dollars (\$300,000) in the annual aggregate.

49. **Testimony:** The Provider shall provide, without additional compensation, as a normal and necessary part of the services to be performed under this contract, expert and/or other testimony, including provision of written reports, records and/or exhibits, at the request of the SJC, the Department or other courts as indicated periodically.

50. **Media:** The Provider shall coordinate with SJC in providing information in response to media inquiries concerning this contract and/or services provided under this contract. Media includes television, newspaper, radio and the Internet. The Provider shall not use the media to resolve conflicts or disputes concerning this contract. Before responding to a media inquiry, the Provider shall make reasonable efforts to notify SJC of such inquiry. The Provider shall not submit press releases, call press conferences or initiate media coverage concerning this contract or services provided under this contract without first informing SJC of its intended action and seeking SJC's approval. Nothing in Section 50, however, shall be construed or interpreted as prohibiting the Provider from responding to media inquiries concerning this contract or services provided under this contract.

51. **Grievance System:** SJC shall maintain a grievance procedure for clients, their families, custodians and guardians. Complaints received by SJC concerning services rendered by the Provider shall be resolved in accordance with SJC procedure. The Provider shall submit the appropriate information necessary to resolve client grievances, attend hearings and otherwise cooperate with SJC in the resolution of client complaints. If a complaint is made by or on behalf of a client to the Provider, the Provider shall notify the SJC client relations designee, who will handle the complaint according to SJC policy and procedure.

52. **Licensure:** The Provider represents and warrants that for the duration of this contract that the Provider will remain duly licensed and/or certified in accordance with the laws of the state of Florida and as may be applicable for the provision of services to clients. The Provider shall provide to SJC evidence of any license and/or certification that is required by law to permit the Provider to provide the services covered by this contract. The Provider shall notify SJC immediately if Provider's license and/or certification to practice is/are restricted, suspended, revoked or otherwise terminated.

53. **Liaison:** SJC shall act as the sole liaison between the Provider and DCF involved with any client in matters related to the operation of the System of Care.

54. **Provider Agrees:**

a. To provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document. Such services will be performed in a professional manner in accordance with applicable professional standards and will be provided in a manner consistent with applicable laws, regulations, certification standards and licensing standards. The Provider shall not be held responsible for non-compliance with contract terms where an authorized agent of SJC has waived compliance in writing.

b. To modify its services to meet the needs of any particular client prior to considering an unsuccessful discharge of such client. The Provider acknowledges that the goal of SJC is to promote flexibility and specialization of treatment on an

individual client basis. The Provider shall assist SJC in striving to attain this goal as well as to assist SJC, on a system-wide basis, in identifying and developing new services to meet the needs of clients.

c. To comply with all federal, state, and local laws and rules including but not limited to those related to investigations of child abuse/neglect, case planning, placing clients in substitute care, risk assessments, safety planning for clients, administrative reviews, supportive services, residential treatment, foster care, adoption services, mental health services, mental retardation/developmental disabilities services, alcohol/drug addiction services, and the Florida Rules of Juvenile Procedure. The Provider shall comply with all revisions, amendments, modifications and additions to federal, state and local laws and rules related to subjects identified in this Section 54. The Providers outside of the state of Florida shall comply with provisions of Florida law regarding these subjects.

d. In the event that SJC retains the services of a lawyer to enforce any right under this contract, or SJC is required to appear in any action in connection with this contract, such as any Bankruptcy proceeding in order to collect hereunder or make a claim therein, the Provider agrees to pay all accompanying reasonable attorney fees and costs incurred by SJC associated with any such litigation.

55. **Force Majeure:** Neither party shall be deemed to be in violation of this contract if such party is prevented from performing any of its obligations for a period not to exceed 30 days for any reason beyond its control, including without limitation, an act of God or of the public enemy, flood, storm, statute, regulation, rule or action of any federal, state or local government.

56. **Severability of Agreement:**

If any term or provision of this contract is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this contract, and such provision shall not affect the legality, enforceability, or validity of the remainder of this contract. If any provision or part thereof of this contract is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described in Section 5.

IN WITNESS WHEREOF, the parties hereto have caused this 19-page contract to be executed by their undersigned officials as duly authorized.

PROVIDER:

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS:

Signature

Signature

Date

Date

Name

Hunter S. Conrad

Name

Title

County Administrator

Title

Mailing Address:

Devereux Foundation Inc.
5850 T. G. Lee Blvd., Suite 400
Orlando, Florida 32822

Mailing Address:

St. Johns County BOCC
Community Based Care
200 San Sebastian View,
Suite 2300
St. Augustine, Florida 32084

Federal EID# or SSN: 23-1390618

Provider Fiscal Year Ending Date: June 30, 2023

Attachments:

Attachment I	Program Specific Requirements
Attachment II	Civil Rights Compliance Questionnaire
Attachment III	Audit Attachment
Attachment IV	Certification Regarding Lobbying Form
Attachment V	Security Agreement Form
Attachment VI	HIPAA Requirement

ATTACHMENT I

A. Services to be provided

1. Definition of Terms

a. Contract Terms

- (1) Amendment - A document by which significant changes are made to the terms of an executed contract. Changes requiring an amendment include, but are not limited to, adjustments in costs, services, time period, and methods of payment. The amendment is incorporated as part of the original contract.
- (2) Contract – A contract, for the purposes of this document, is a formal written agreement between SJC and an individual or organization for the procurement of services.
- (3) Contract Manager – SJC's employee responsible for enforcing the performance of contract terms and conditions. The Contract Manager is the primary point of contact through which all contracting information flows between SJC and the provider.
- (4) Department - The Department of Children and Families.
- (5) Exhibit - Information appended to an Attachment I or any other contract attachment.
- (6) Federal Fiscal Year - An accounting period of twelve consecutive months starting on the first day of October and ending on the last day of September.
- (7) Fixed Price - Method of payment used when the service provided can be broken down into unit cost (e.g., hours, client days, etc.), or a fixed fee (e.g., payment based on delivery of a complete service).
- (8) Invoice - A completed and timely submitted document used by the provider to request payment from SJC.
- (9) Method of Payment - This is the third section of the Attachment I. It specifies the total or maximum dollar amount of the contract, the manner in which contract costs will be displayed on invoices, the frequency with which invoices will be submitted to SJC, and any special conditions pertaining to payment of contract invoices.
- (10) Provider - An organization or individual providing services or materials to SJC in accordance with the terms of the contract.
- (11) Provider Fiscal Year - An accounting period of twelve consecutive months.
- (12) State Fiscal Year - An accounting period of twelve consecutive months starting on the first day of July and ending on the last day of June.

b. Safety Services Definitions

- (1) Basic Parenting Assistance – an intervention focused on parenting behavior that is threatening to a child's safety that attempts to teach and build skills.
- (2) Behavior Modification – monitoring and seeking to influence behavior that is associated with impending danger and is the focus of the in-home safety plan.
- (3) Crisis Management – crisis resolution and prompt problem solving to control impending danger.

- (4) Friendly Visiting – an intervention to reduce isolation and connecting caregivers to social support and can include professional and non-professional safety service providers.
- (5) Impending Danger – A continuous state of danger due to caregiver behaviors, attitudes, motives, emotions and/or situations posing a specific threat of sever harm to a child.
- (6) Present Danger – An immediate, significant, and clearly observable family condition, child condition, individual behavior or action or family circumstances which are in the process of occurring and which obviously endanger or threaten to endanger a child and require immediate action to protect the child.
- (7) Resource Support – activities and services used to manage threats to child safety or are related to supporting continuing safety management.
- (8) Safety Support Services – Actions, tasks, or imposed situations that may be formal or informal and are provided by professionals and non-professionals for managing or controlling danger threats and are to be documented in a Safety Plan. Safety Support Services must be available and must be sufficient to control the danger at the time that the danger is manifesting.
- (9) Separation – provides respite for both caregivers and children that creates alternatives to family routine, scheduling, demands and daily pressure. Separation is a temporary action and refers to taking any member or members of the family out of the home for a period.
- (10) Social Connection – promote achievement of objectives of different safety categories and safety services when the opportunity is available.
- (11) Social Connection Supervision and Monitoring – promote achievement of objectives through conversations occurring during routine visits along with other sources.
- (12) Social Networking – organizing, creating and developing a social network for the caregiver using various forms of social contact, formal and informal; contact with individuals and group that is focused and purposeful.
- (13) Stress Reduction – identifying and addressing stressors occurring in the caregiver’s daily experience and family life that can influence and prompt behavior that the in-home safety plan is designed to manage.
- (14) Supervision and Monitoring – supervision and monitoring caregiver behavior, children’s conditions; the home setting; and the implementation of the In-Home Safety Plan.

c. Program or Service Specific Terms

- (1) Abuse – Any willful act or threatened act that results in any physical, mental, or sexual injury or harm that causes, or is likely to cause, the child’s physical, mental, or emotional health to be significantly impaired.
- (2) Abuse Report – The initial report made to the Florida Abuse Hotline Information System alleging maltreatment of a child by a parent, adult household member, or person responsible for the child’s welfare.
- (3) Acceptance of Referral - The date and time that the provider makes initial contact with a family for whom a referral was received to conduct an assessment to determine eligibility. Initial contacts are made in the family’s home.
- (4) Caregiver – A parent, legal custodian, adult household member, or another person responsible for a child’s welfare.

- (5) Child Protective Investigator – The Department of Children and Families employee who coordinates all child welfare and investigative rendered to the child or family and who serves as the single and continuous point of contact for the child and family.
- (6) Child - Any unmarried dependent, or alleged to be dependent, person under the age of eighteen years who has not been emancipated by order of the court.
- (7) Children Served - The number of children in families accepted and determined eligible.
- (8) Family Builders Assessment – An assessment addressing the underlying conditions leading to safety issues and identifying family strengths which can help ameliorate risk to children.
- (9) Family - A collective body of persons consisting of a child and parent, legal custodian, or adult relative.
- (10) Family Builders/Safety Services Support Plan – A written document completed with the family that contains the requirements as stated in B.4.b.(1)(f).
- (11) Family Builders/Safety Services Support - Tertiary prevention and safety services designed to improve parenting skills by reinforcing parents' confidence in their strengths, helping them identify where improvement is needed, and obtaining assistance with improving skills related to child development, family budgeting, health, nutrition, and coping with stress. These services are time-limited and provide intensive involvement that includes services in a family's home.
- (12) Family Function Assessment (FFA) – An assessment completed by the CPI which includes gathering sufficient information to make a safety determination regarding Impending Danger.
- (13) Families Served – The number of families accepted and determined eligible.
- (14) Flexible Funds - The temporary provision of cash or in-kind assistance when there is an identified unmet need that may affect the child's permanency, safety, and well-being.
- (15) Florida Safe Families Network (FSFN) – SJC's web-based statewide child welfare information system.
- (16) Imminent Risk of Removal - A determination, made by DCF or SJC, that due to abuse, neglect, or abandonment, the child's immediate permanency, safety, or well-being is endangered and without the immediate provision of Family Transition Program services the child will continue to be endangered and will be removed from the home without delay.
- (17) Outcomes - Quantitative indicators that can be used by SJC to objectively measure a provider's performance toward a stated goal.
- (18) Outputs - Process measures of the quantity(ies) of services delivered, clients served, or similar units completed.
- (19) Performance Measures - Quantitative indicators, outcomes, and outputs that can be used by SJC to objectively measure a provider's performance.
- (20) Receipt of Referral - The date and time that SJC contacts the provider to refer a family for services.
- (21) Tertiary Prevention Services - Court ordered or voluntarily referred services offered for families who have been identified by an investigative authority as abusive or neglectful. These intensive services, designed to prevent the recurrence of abuse or neglect, are considered family safety services.
- (22) Treatment Program - A service that is proven effective for the presenting problem or behavior.

(23) Weekly - Every seven calendar days.

1. General Description

b. General Statement

The Family Builders Safety Services Program provides intensive short-term safety service interventions and safety services as identified by the Department. The services are strength-based and focused on the five safety categories, which are aimed at restoring families who are in crisis or have present or impending danger identified. Services are designed to stabilize the crisis, which put children at risk for out-of-home placement, and keep the child, family and community safe by defusing the ongoing risk and safety factors.

c. Authority

- (1) Section 409.987, F.S., authorizes SJC to contract for Family Builders and Safety Services Programs.
- (2) The Provider agrees to comply with Chapters 39, 394, 395 and 397, F.S., and Chapters 65C-30, 65E-4, 65E-5, 65E-10, 65E11, 65E-12, and 65E-15, F.A.C. as applicable.
- (3) The Provider agrees to comply with all other applicable federal laws, state statutes and associated administrative rules as may be promulgated or amended from time to time.
- (4) A Provider who receives federal block grant funds from the Substance Abuse Prevention and Treatment or Community Mental Health Block Grants agrees to comply with Subparts I and II of Part B of Title XIX of the Public Health Service Act, sections 42 U.S.C. 300x-21 et. seq. (as approved September 22, 2000), and the Health and Human Services (HHS) Block Grant regulations (45 CFR Part 96).

d. Scope of Service

- (1) These services will be provided to eligible families in the following Florida County: St. Johns County.
- (2) These services will be provided to a maximum of **five** eligible families per team during the term of the contract.

e. Major Program Goals

- (1) Help families alleviate crises and manage danger threats that might lead to out of home placement of children; maintain the safety of children in their own homes through delivery of intensive safety management services; build protective factors; and assist families in obtaining services and other supports necessary to address their multiple needs in a culturally and trauma sensitive manner.
- (2) Provide safety services, to manage danger threats as outlined in the safety plan.
- (3) Engage and support families whether they are birth, relative, non-relative, foster or adoptive families in identifying service needs, building protective factors and linking families with supports and resources to prevent removal from the home and placement in foster care.

3. Clients to be Served

a. General Description

Clients served by the Family Builders Safety Services Program are families whose children are at risk of removal from the home because of allegations of abuse or neglect.

b. Client Eligibility

Family Builder Safety Services are available to families who have been referred by the Department of Children and Families for whom the threat of imminent risk of removal of a child is present. At least one adult member of the family who has primary child caring responsibilities must agree to participate in the program. The child(ren) referred would likely be removed from the home if Family Builders Safety Services were not in place. The children can safely remain in the home with the appropriate intervention and safety services in place.

c. Client Determination

The Department of Children and Families Child Protective Investigators and the selected provider shall determine eligibility in accordance with the established eligibility criteria. In the event of any disputes regarding the eligibility of clients, the determination made by SJC is final and binding on all parties.

A. Manner of Service Provision

(1) Administrative Tasks

- (a)** Maintain current written On-Call Procedures. On-Call Procedures shall include a twenty-four hour a day, seven days a week capability to receive, accept, and respond to referrals in the family's home, and to family emergencies after services have been initiated. On-call procedures are to be submitted to SJC within three (3) days of contract execution.
- (b)** Maintain current written SJC approved Referral Procedures. Referral Procedures shall include a twenty-four hour a day, seven days a week capability to receive and accept referrals, in accordance with this contract. This document shall also include procedures to inform SJC and DCF of current and potential openings and procedures for referring families to the program.
- (c)** Maintain current written SJC approved Incident Notification Procedures that:
 - (i)** Follow SJC's Incident Reporting and Client Risk Prevention and DCF CFOP 215-6; and
 - (ii)** Include notification of the child's DCF Child Protective Investigator or Supervisor or on call Supervisor if after business hours by telephone immediately and provide written follow-up notification within one (1) business day of acquiring knowledge of the incident if a child:
 - (aa)** Is injured, hospitalized, has a life-threatening illness, dies; or
 - (bb)** Runs away, disappears; or
 - (cc)** Has a physical or emotional condition that appears to be potentially harmful to the child or others; or
 - (dd)** If the provider makes a new report of alleged abuse, neglect, or abandonment to the Florida Abuse Hotline.
- (d)** Maintain a separate personnel file for each employee. Contents of this file are detailed in paragraph B.4.b. (2) of this contract.

(2) Service Tasks

Safety Management services are designed to actively protect the child from the danger threats when the parent or caregiver is unable to or lacking supports in doing so. The services offered during this time must remain in place until the parent or caregiver is able to demonstrate enhanced protective capacities or the family is transitioned to ongoing services due to the children being deemed unsafe.

Services shall be a comprehensive, continuous integrated system of safety services provided to address the needs of children and families being served. Services shall include the following:

- (a) **Behavior Management:** focuses on controlling parent or caregiver behavior that threatens a child's safety.
 - 1. Supervision and Monitoring
 - 2. Stress Reduction/Stress Management
 - 3. Halt Crisis

- (b) **Crisis Management:** an event or situation that overwhelms a parent or caregivers emotions, abilities, resources and problem solving to the point that they live in a constant state of crisis and show little control.
 - 1. Mobilize Problem Solving
 - 2. Participate in Safety Plan
 - 3. Reinforce Parent Participation in Safety Plan

- (c) **Social Connection:** creating supervision and monitoring when safety plans are active and when safety services are in place.
 - 1. Friendly Visiting
 - 2. Creating Social Connections
 - 3. Social Networking

- (d) **Resource Support:** shortage of family resources and resource utilization, which then directly threatens the safety of the child.
 - 1. Transportation
 - 2. Housing
 - 3. Finances
 - 4. Health Care

- (e) **Separation:** threats related to stress, caregiver reactions, caregiver responsibilities and caregiver child access.
 - 1. Planned Absence of Caregivers from the Home
 - 2. Respite Care
 - 3. Day Care Assistance
 - 4. Planned Activities for the Children

The provider must comply with all applicable Florida Statutes, Chapter 65C, F.A.C., Department and SJC operating procedures associated with the contracted services.

(3) Casework Tasks

- (a) Provider will respond to referral for services within two (2) hours during business hours and four (4) hours at night and on the weekends. Initial face-to-face contact with the family will be made within one (1) business day of the referral.

- (b) Complete a review of the family condition and safety plan for safety service needs. The assessment is to identify on-going safety services needed for the safety services support plan.
- (c) Complete an initial Safety Services Support Plan within five (5) business days from the assessment based on the family's strengths, supports, and needs to eliminate crisis issues.
- (d) Utilize risk and protective factors assessed to determine intensity of services needed.
- (e) Collaborate with the family to discuss progress and continuing challenges to help update the Safety Services Support Plan, ongoing interventions and skill development.
- (f) The provider shall document initiation of services, contacts and services provided in Florida Safe Families Network (FSFN) within the two (2) business days.
- (g) Maintain contact with the assigned CPI twice a week for the first two weeks and weekly thereafter, providing updates regarding progression and risk assessment.
- (h) Conduct a case staffing with the CPI if the family becomes uncooperative with the program to determine the risk and safety to the children and what additional steps need to be taken to ensure safety.
- (i) If the provider has not been able to engage the family and/or the family is unable to be located for more than two consecutive days, a staffing will be conducted with the referring CPI to determine continued appropriateness of the program and safety of the children.
- (j) Administer program Client Satisfaction Survey at case closure regardless of length of service, progress, or success of the family.
- (k) Complete a Discharge Summary for all families served and submit it to the referring CPI and the SJC Contract Manager within seven (7) calendar days of case closure.
- (l) Maintain a case file for each family served. Contents of this required file are detailed in paragraph B.4.b.(1) of this contract.

(4) Removal Tasks

If a child's continued safety and well-being cannot be ensured and it becomes necessary for the child to be removed from the home, the Family Builders Safety Services Program must staff the case with the referral source within three (3) business days of the removal to determine the status of the case and whether the removal is temporary and if services should continue or be terminated.

b. Task Limits

The provider shall not initiate service provisions without a referral from the Department of Children and Families or SJC.

2. Staffing Requirements

a. Staffing Levels

- (1) Staff, as described below, shall be hired and maintained to deliver the agreed upon services of this contract.

(a) Program Manager

This position functions as a supervisor and may require performance of casework responsibilities in the event of vacancies or the unavailability of staff. The position is responsible for the day-to-day functioning of the program, oversight of staff performance, and assignment of referrals.

(b) Family Specialist

The position requires performance of casework responsibilities.

(c) Family Advocate

(2) Each caseworker shall serve a maximum of five (5) families at a time.

b. Professional Qualifications

(1) Professional Staff

(a) Program Manager

Minimum qualifications for this position are: Graduation from an accredited four-year college or university with a bachelor's degree in a human service related field and at least three years of experience in social work or counseling. A master's degree in a human service related field may substitute for one year of the required experience. Documentation of education, training, and required experience shall be maintained in the employee's personnel file.

(b) Family Specialist

Minimum qualifications for this position are: Graduation from an accredited four-year college or university with a bachelor's degree in a human service related field and at least three years of experience providing direct services to at-risk children, youth, or their families. A master's degree in a human service related field may substitute for one year of the required experience. Documentation of education, training, and required experience shall be maintained in the employee's personnel file.

(c) Family Advocate

Minimum qualifications for this position are: High School Diploma and one-year experience providing direct care to at-risk children, youth or their families. Documentation of education, training, and required experience shall be maintained in the employee's personnel file.

(2) All provider personnel providing direct client services shall comply with Chapter 435, F.S., Level 2, Employment Screening. Documentation of Level 2 Employment Screening shall be maintained in each employee's personnel file.

(3) Section 491.012, F.S., lists the titles, or combination of titles, that are unlawful to use, and which constitute a violation of this chapter or Chapter 490, F.S., unless that person holds a valid license. This same law also provides for exemptions that may be found in subsection 491.014(4)(b), F.S.

(4) Minimum Training Requirements

(a) All program staff shall successfully complete at intensive training as agreed upon by the provider and SJC prior to providing direct services to families.

- (b) Training prior to service delivery shall include Client Risk Prevention, Incident Reporting, and mandatory reporting of adult and child abuse, neglect, or exploitation.
- (c) Program Supervisors and Professional Caseworkers shall complete an additional forty hours of in-service training each year. Training on domestic violence, substance abuse and children's mental health shall be included in the forty hours of annual in-service training.
- (d) Licensed professional staff may substitute Continuing Education Units (CEU'S) on an hour-for-hour basis for the forty hours of annual in-service training. Domestic violence, substance abuse, children's mental health, and Shaken Baby Syndrome shall be included in the forty hours of annual Continuing Education Units.
- (e) In-service training or Continuing Education Units for employees working less than forty hours per week may be prorated based on the average number of hours worked per week.

c. Staffing Changes

- (1) The Executive Director (or designee) shall notify the Contract Manager, in writing, within five calendar days of any staff changes or vacant positions.
- (2) The provider shall fill vacant positions within thirty (30) calendar days of availability and document all efforts. Any position paid through the resulting contract that remains vacant for more than thirty (30) consecutive days, the rate of payment for services may be reduced by the prorated share of funds allocated to that vacant position beginning on the thirty-first (31st) day following the day the position became vacant. This adjustment will remain in effect until a replacement is hired and working and will not require an amendment to initiate or terminate such reductions in the monthly payment. If the provider loses staff to the extent that services as defined in the resulting contract are not being performed, the resulting contract may be renegotiated.

d. Subcontractors

This contract does not allow the provider to subcontract for the provision of any services under this contract.

3. Service Location & Equipment

a. Service Delivery Location

Services shall be delivered in the home of the family.

b. Service Times

- (1) The administrative office shall be open from 8:00 AM to 5:00 PM Monday through Friday, except for provider recognized holidays.
- (2) Services shall be available twenty-four hours a day, seven days a week, for family emergencies and acceptance of referrals.
- (3) In-home services shall be provided at times that are convenient for the families served, except for initial contact after receipt of a referral.

c. Changes in Location

The provider shall notify the SJC Contract Manager in writing at least thirty (30) calendar days in advance of any change in the street address, mailing address, fax number, or telephone number of the provider's administrative office or service delivery location.

d. Equipment

Sufficient equipment to deliver the agreed upon services shall be provided and maintained by the provider.

4. Deliverables

a. Service Units

A service unit is a calendar month of Family Builder Safety Service Program performing the tasks and deliverables in accordance with the terms and conditions of this contract in a manner acceptable to SJC.

b. Records and Documentation

- (1) A case file shall be maintained for each family served. The case file shall contain, but is not limited to, the following information:
 - (a) A copy of the Referral Form that documents family eligibility or ineligibility. The documentation shall include:
 - (i) The dates and times of the referral, acceptance of the referral, initial contact with the family in their home, and
 - (ii) The family's name, and
 - (iii) A statement of the specific reason the family was accepted or not accepted for the program, reason for referral, and the referral source.
 - (b) A copy of the in-depth assessment and Safety Services Support Plan.
 - (c) A log of contacts documenting the date, type, and name of person contacted for all telephone, in-person, and collateral contacts.
 - (d) A copy of the weekly supervisor reviews.
 - (e) Progress notes that include but is not limited to, the date of referral, date of initial contact, contact summaries, notes, correspondence, psychological and psychiatric diagnosis or evaluation reports, case consultation reports, and a statement of the family's progress or lack of progress on the Safety Services Support Plan goals and objectives shall be entered into Florida Safe Family Network (FSFN) within the required timeframes.
 - (f) A copy of the Discharge Summary Report which contains:
 - (i) All family member names, which shall match the information in the Florida Safe Family Network (FSFN).
 - (ii) The date of referral, the date services started, and the date services ended.
 - (iii) A statement of the identifying problem(s) and service needs at the time of referral and any subsequently identified needs.
 - (iv) Documentation of the services provided, and how the identified services met the goals and objectives stated in the Family Builders Safety Service Support Plan.

- (v) Documentation of the family's progress, or lack of progress, on each goal and objective stated in the Safety Services Support Plan.
 - (vi) Documentation of recommendations and referrals for future case planning and service needs.
- (g) A copy of the Safety Services Support Plan, with input from the family and the CPI, which includes but is not limited to:
- (i) Date of plan completion.
 - (ii) Dated signature of parent(s), CPI.
 - (iii) Specific goals and date of completion for each goal that addresses the reason for referral and assessed needs.
 - (iv) Specific objectives that relate to the stated goals.
 - (v) Specific tasks and times frames for completion of tasks that relate to the reason for referral, assessed needs, and stated goals.
 - (vi) Updates to include new or changed goals, objectives, and tasks.
 - (vii) The specific behaviors that must be exhibited by the parent(s) to ensure the child's permanency, safety, and well-being.
 - (viii) Signature of parent, CPI and provider.
- (h) Documentation of family's flex fund assistance program eligibility, assistance provided and compliance documentation.
- (2) A separate personnel file for each employee shall be maintained by the provider. The personnel file shall include, but is not limited to, the following documentation:
- (a) A completed copy of the application for employment.
 - (b) Education, training, and related experience used to determine the required minimum qualifications for the position held by the employee or volunteer.
 - (c) Level 2 employment screening results, as specified by Chapter 435, F.S.
 - (d) A signed copy of the Security Agreement Form, Form CF-114, if applicable.
 - (e) Pre-service training, by subject of training, date of attendance at training, and number of hours of training completed for each individual training session.
 - (f) In-service training, by subject of training, date of attendance at training, and number of hours of training completed for each individual training session.
 - (g) Copies of Continuing Education Units for licensed professional employees who will use Continuing Education Units to meet in-service training requirements.
- (3) A separate recruitment file for each vacant position shall be maintained by the provider. The purpose of the recruitment file is to document the provider's attempts to fill vacant positions. The recruitment files shall include, but are not limited to, the following information:

- (a) Documentation of advertisement for each position, including the dates the position is advertised.
- (b) Dates of interviews for the vacant position.
- (c) Date vacant position is filled.

c. Reports

Report Title	Reporting Frequency	Report Due Date	Number of copies due	Person to Receive Report
Safety Services Support Plan Exhibit A	Within 5 business days of Assessment	According to B.4.b.(1)(f)	1	Referral Source
Family Builders Discharge Summary Exhibit B	Once per family served	Within 7 days of case closure	2	Referral Source and Contract Manager
Monthly Invoice Exhibit C	Monthly	By the fifth (5 th) of the month following the month of service	1	Contract Manager
Monthly Statistical/Performance Report Exhibit D	Monthly	By the fifth (5 th) of the month following the month of service	1	Contract Manager
Revenue/ Expenditure Report Exhibit E	Quarterly	By the 30 th of the month following the quarter reported	1	Contract Manager

(1) Required Reports

- (a) **Safety Services Support Plan, Exhibit A** - This report is initially based on the findings of the Family Builder Safety Service Assessment with each family and must be completed within five business days of completing of the Family Builders Assessment and sent to the assigned CPI within 2 business days of completion. Paragraph B.4.b.(1)(f) of this contract details minimum content requirements.
- (b) **Closing Summary, Exhibit B**- This shall be completed for all families served and sent to the assigned CPI and SJC Contract Manager within seven calendar days of case closure.
- (c) **Monthly Invoice/ Request for Payment, Exhibit C** – This invoice shall be sent to the Contract Manager by the fifth (5th) of the month following the month of service
- (d) **Monthly Statistical/Performance Measure Report, Exhibit D** - This report shall be sent to the Contract Manager by the fifth (5th) of the month following the month of service in the approved format. The report must contain the date submitted, the name or a contact person, and a telephone number.
- (e) **Quarterly Expenditure Report, Exhibit E**- This report shall be sent to the Contract Manager in accordance with the schedule in paragraph B.4.c. of this contract.
- (f) Other reports and information that SJC may require shall be furnished to SJC by the provider in a timely manner.

(2) Reporting Requirements/Instructions

- (a) Reports shall be submitted prior to or concurrent with the monthly request for payment. Failure to submit reports prior to or concurrent with the monthly or final request for payment will result in a delay of payment
- (b) Delivery of reports shall not be construed to mean acceptance of those reports; acceptance of required reports shall constitute a separate act and shall be approved by the Contract Manager as such.
- (c) SJC reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the limits set forth in this contract
- (d) SJC, at its option, may allow additional time for the provider to remedy the objections noted, SJC may, after giving the provider a reasonable opportunity to make a report complete, adequate, or acceptable, declare this contract to be in default.

5. Performance Specifications

a. Performance Measures

- (1) **90%** of the children served will have no verified findings of maltreatment during services.
- (2) **90%** of the children served will have no findings of maltreatment within six months of case closure.
- (3) **100%** of clients referred will have face-to-face contact within two (2) hours or four (4) hours as required of the receipt of the referral.
- (4) **100%** of families receiving services will have a written safety services support plan within five (5) business days of the in-depth assessment.
- (5) **95%** of families served will be satisfied with the services they received.
- (6) **100%** of chronological notes will be entered into FSFn within two (2) business days.

SJC reserves the right to modify or add any performance measures that are required by federal funding sources to comply with federal requirements. Any change in performance measure data/requirements by the Department will automatically be incorporated as part of the contract.

b. Description of Performance Measurement Terms

- (1) Verified Child Maltreatment - Determination by a child abuse investigator that there is a preponderance of evidence that the specific injury, harm, or threatened harm was the result of abuse or neglect.

c. Performance Evaluation Methodology

- (1) By execution of this contract the provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth below. If the provider fails to meet these standards, SJC, at its exclusive option, may allow up to six months for the provider to achieve compliance with the standards. If SJC affords the provider an opportunity to achieve compliance, and the provider fails to achieve compliance within the specified time frame, SJC must cancel the contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of SJC.
- (2) The rate of compliance for the outcome in Section B.5.a.(1) is calculated as follows:

Numerator – number of children served under this contract with subsequent verified findings of the maltreatment perpetrated by the caretaker(s) during services.

Denominator – total number of children served under this contract

- (3) The rate of compliance for the outcome in Section B.5.a.(2) is calculated as follows:

Numerator – number of children served under this contract with subsequent verified during the six months following case closure.

Denominator – total number of children served closed for six months.

- (4) The rate of compliance for the outcome in Section B.5.a.(3) is calculated as follows:

Numerator – number of families referred for services will have initial contact within two (2) or (four) hours as required.

Denominator – total number of families referred for services during the month.

- (5) The rate of compliance for the outcome in Section B.5.a.(5) is calculated as follows:

Numerator – number of families receiving services will have a written safety services support plan within five (5) business days of the in-depth assessment.

Denominator – total number of families receiving services for the month.

- (6) The rate of compliance for the outcome in Section B.5.a.(6) is calculated as follows:

Numerator – number of families who report that they are satisfied overall with the services provided.

Denominator – total number of families served under this contract

- (7) The rate of compliance for the outcome in Section B.5.a.(7) is calculated as follows:

Numerator – The total number of chronological notes that were entered into FSFn within two (2) days of the activity.

Denominator – The total number of service activities completed.

6. Provider Responsibilities

a. Provider Unique Activities

- (1) Be able to respond to accept referrals, and to respond to family emergencies after services have been initiated, twenty-four hours a day, seven days a week.
- (2) Ensure the provision and documentation of pre-service and in-service training for professional and paraprofessional personnel.
- (3) Develop a working knowledge of and relationships with other appropriate community resources and programs to provide necessary services for the families served.
- (4) Return the original signed copy of the Security Agreement Form, CF-114, to the Contract Manager.

- (5) Any funds that are not accounted for through the quarterly expenditures shall be returned to SJC at the end of the state fiscal year as unearned funds.

b. Coordination with Other Providers/Entities

- (1) Based on assessed need, the provider shall identify, locate, coordinate, and refer families for other community resources during service provision and at case closure.
- (2) The failure of other providers or entities does not alleviate the provider from any accountability for tasks or services that the provider is obligated to perform pursuant to this contract.

5. SJC Responsibilities

a. SJC Obligations

- (1) SJC shall advise the provider of any consumer complaints.
- (2) SJC will request supporting documentation and review source documentation of units billed.
- (3) SJC will have final determination of a client's eligibility and termination status.
- (4) SJC will monitor the provider in accordance with existing SJC procedures.

b. SJC Determinations

- (1) SJC reserves the exclusive right to make certain determinations. The absence of SJC setting forth a specific reservation of right does not mean that all other areas of the contract are subject to mutual agreement.
- (2) SJC reserves the exclusive right to make any and all determinations which it deems are necessary to protect the best interests of the State of Florida and the health, safety, and welfare of the clients which are served by SJC either directly or through any one of its contracted community-based care agencies.
- (3) SJC reserves the right to determine satisfactory performance of the provider in carrying out tasks and completing deliverables specified in this contract through review of status reports on deliverables and reports on service tasks to be submitted by the provider and programmatic monitoring conducted by SJC.
- (4) Final authority in all disputes related to this contract rests solely with SJC. This includes, but is not limited to, client eligibility, data collection, monitoring, payment, and reporting.

C. Method of Payment

1. **Fixed Price (Unit Cost) Method of Payment** This is a fixed price and cost reimbursement contract. SJC shall pay the provider for the delivery of services provided in accordance with the terms of this contract for a **total annual contract amount not to exceed \$119,842.84** to the availability

a. **Fixed Price:** This fixed rate is based upon the Project Budget Summary of estimated cost components to perform the services outlined in the contract. SJC shall pay the provider for the delivery of services provided not to exceed **\$119,842.84**, subject to the availability of funding.

Service Units	Unit Cost	Maximum number of units
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One calendar month of Family Builders Safety Services provided in accordance with the terms of this contract.	\$9,986.90	11
One calendar month of Family Builders Safety Services provided in accordance with the terms of this contract.	\$9,986.94.94	1

The positions that are funded through this contract that remain vacant for more than thirty (30) consecutive days, the rate of payment for services will be reduced by the prorated share of the funds allocated to that vacant position as outlined in the Project Budget Summary beginning on the thirty-first (31st) day following the day that the position became vacant. This adjustment will remain in effect until a replacement is hired and working and will not require an amendment to initiate or terminate such reductions in the monthly payment. If the provider loses staff to the extent that services as defined are not being performed, the contract shall be renegotiated.

b. Cost Reimbursement: For the cost reimbursement portion of this contract, SJC shall reimburse the provider for allowable expenditures incurred pursuant to the terms of the contract for the budget areas described as Emergency Assistance to Clients for a total dollar amount not to exceed **\$5,000.00** subject to the availability of funds. The process to which the provider can access these funds will be determined and approved by SJC, but in all instances all requests shall be vetted and pre-approved by SJC staff (Program Manager, Finance Manager).

c. Fixed Price Invoice Requirements: The provider shall request the fixed price portion of this contract payment monthly through submission of a properly completed invoice by the 10th of the month following the month which the service was rendered.

d. Cost Reimbursement Invoice Requirements:

The provider shall request reimbursement monthly through submission of a properly completed invoice by the 5th of the month following the end of the month for which reimbursement is being requested. All charges on the invoice must be accompanied by official supporting documentation.

e. Supporting Documentation Requirements. Documentation of all expenses incurred under a cost reimbursement contract must accompany the properly completed invoice. Documentation includes, but is not limited to, the following:

- (1) **Professional Services Fees on a Time/Rate Basis:** The invoice must include a general statement of the services being provided. The period covered by the invoice as well as the hourly rate times the number of hours worked must be stated. When an employee of the provider is not working 100% of his time on the contract, payroll registers, timesheets or a time log detailing the hours represented on the invoice is required and must be submitted as backup documentation.
- (2) **Postage and Reproduction Expenses:** Purchases made from outside vendors must be supported by paid invoices and/or receipts. Purchases for all in-house postage (i.e. Postage meter) and reproduction expenses must be supported by usage logs or similar documentation.
- (3) **Expenses:** Receipts are required for all expenses incurred, (i.e., office supplies, printing, long distance telephone calls, etc.)
- (4) **Direct Client Services Expenses:** Reimbursement of costs for direct client services must be supported by documentation.

- (5) **Travel:** For all travel expenses, a department travel voucher, Form C-676 (State of Florida Voucher for Reimbursement of Traveling Expenses) or state approved equivalent must be submitted. Original receipts for expenses incurred during officially authorized travel (items such as car rental and air transportation, parking and lodging, tolls and fares) are required for reimbursement. Subsection 287.058 (1)(b), FS, requires that bills for any travel expense shall be maintained in accordance with section 112.061, FS, governing payments by the state for traveling expenses. CFOP 40-1 (Official Travel of the Department of Children and Families Employees and Non-Employees) provides further explanation, clarification and instruction regarding the reimbursement of traveling expenses necessarily incurred during the performance of official state business.
- (6) **Conference Travel.** Conference travel reimbursement requests must include an Authorization to Incur Travel Expenses (Form C-676C) or a state approved equivalent, and a copy of the agenda. Benefits to the state must be documented on the form C-676C for payment to be reimbursed.

1. Medicaid Billing

- a. SJC and the provider specifically agree and acknowledge that the Medicaid Program is the payor of last resort and:
- b. In no event shall the provider bill the Medicaid program for services or expenses for Medicaid recipients for which the provider has already been paid by other liable third party, and
- c. Provider services covered under the Florida Medicaid program for Medicaid recipients may be billed to the Medicaid program by the provider, unless the provider is already being paid by any other liable third party, and
- d. Authorized provider services to non-Medicaid recipients, or for non-Medicaid covered services, may only be billed to SJC or any other non-Medicaid first or third-party payor, and
- e. The provider shall identify, and report Medicaid earnings separate from all other fees, and
- f. Medicaid earnings cannot be used as local match, and
- g. The provider shall ensure that Medicaid payments are accounted for in compliance with federal regulations, and
- h. In no event shall both Medicaid and SJC be billed for the same service.

D. Special Provisions

1. **Information Technology Resources:** Information Technology Resources: All SJC contract providers must receive written approval in accordance with CFOP 50-9, Policy on Information Resource Requests, prior to purchasing any Information Technology Resource (ITR) with contract funds. The provider agrees to secure prior written approval by means of an Information Resources Request (IRR) form in accordance with CFOP 50-9, Policy on Information Resource Requests, before the purchase of any ITR. The Contract Manager is responsible for serving as the liaison between the provider and the SJC during the completion of the IRR. ITRs are defined in Chapter 282, F.S., as data processing hardware, software, services, supplies, maintenance, training, personnel, and facilities. The provider will not be reimbursed for any ITR purchases made prior to obtaining SJC's written approval.
2. **Computer-Related Crimes:** In addition to the Security Obligations clause found in the Standard Contract, provider shall comply with Chapter 815, F.S., Computer Related Crimes.

3. **Florida Advocacy Council:** In accordance with Chapter 402, F.S., the provider must comply with all the Florida Statewide Advocacy Council and the Florida Local Advocacy Council's requirements by allowing access to records of clients and the ability to make use of, unless otherwise protected by law, all client records, files and reports in any program, service or facility that is operated, funded, licensed or regulated by the department for the purposes of investigations and monitoring.
4. **Federal or State Audit:** Any federal or state audit resulting in a disallowance which was caused by the provider's non-compliance with federal regulations or an incorrect claim shall be repaid to SJC by the provider upon discovery.
5. **Fees:** No fees shall be imposed by the provider or subcontractors other than those set by SJC and described in the current State of Florida Title XX Pre-Expenditure Report. Fees collected in compliance with the aforementioned report shall be disposed of in a manner authorized by the department.
6. **Third Party Payments:** The funding available in this contract is for services excluding all successfully billed third party payments, including but not limited to, Medicaid. Supporting documentation of aggregate third-party collections shall be available at the provider's location or at the subcontractor's locations for inspection by SJC.
7. **Contract Renewal:** This contract may be renewed for one term not to exceed one year. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by SJC and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract.

E. Exhibits

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| 1. Exhibit A | Safety Services Support Plan |
| 2. Exhibit B | Family Builder Discharge Summary |
| 3. Exhibit C | Invoices for Services |
| 4. Exhibit D | Monthly Statistical/Performance Measure Report |
| 5. Exhibit E | Quarterly Revenue and Expenditure Report |