

RESOLUTION NO. 2024 - 262

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR HER DESIGNEE, TO EXECUTE AND DELIVER THAT CERTAIN CONTRACT BETWEEN FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES AND ST. JOHNS COUNTY FOR THE COUNTY TO PROVIDE COMMUNITY-BASED CHILD WELFARE RELATED SERVICES WITHIN ST. JOHNS COUNTY, FOR A TERM OF FIVE (5) YEARS; APPROVING THE STATE FY 2025 BUDGET SPENDING PLAN; PROVIDING FOR THE COUNTY ADMINISTRATOR TO EXECUTE SUBSEQUENT AMENDMENTS TO THE CONTRACT UNDER CERTAIN CIRCUMSTANCES.

WHEREAS, since 2003, St. Johns County (“County”) through its Department of Health and Human Services Family Integrity Program has been the community-based care lead agency (“Community Based Care”) contracted with Florida Department of Children and Families (DCF) to provide community-based child welfare-related services within St. Johns County; and

WHEREAS, DCF issued an Invitation to Negotiate seeking Community Base Care Lead Agencies to provide child protection and child welfare services to children, as outlined in section 409.986, Florida Statutes (DCF ITN 2324 063) for a new 5-year contract commencing July 1, 2024; and

WHEREAS, Community Based Care replied to and negotiated with DCF and was awarded the contract to serve as the Community Base Care Lead Agency providing child protection and child welfare services within St. Johns County; and

WHEREAS, the Board of County Commissioners is required to approve Community Based Care’s State FY 2025 Budget Spending Plan demonstrating budgeted expenditures are not projected to exceed the contract amount of core funding and reserves, a copy of the Plan is attached hereto and incorporated herein; and

WHEREAS, the Board of County Commissioners has reviewed the terms, provisions, conditions, and requirements of the contract and determined that having Community Based Care continue to provide community-based child welfare-related services within St. Johns County is in the best 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. There is hereby approved, and the County Commissioner, or her designee, is hereby authorized to execute and deliver that certain Contract between Florida Department of Children and Families and the County, in substantially the same form as attached hereto.

Section 3. Community Based Care's State FY 2025 Budget Spending Plan is hereby approved.

Section 4. The County Administrator, or her designee, is hereby authorized to execute any subsequent amendments to the Contract, without further Board action, that do not propose to amend, modify, or otherwise change the material terms, conditions, provisions, or requirements of the Contract.

Section 5. To the extent that there are typographical, administrative, or scrivener's errors that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without further action by the Board of County Commissioners.


PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 18th day of June 2024.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Rendition Date JUN 21 2024

By: 
Sarah Arnold, Chair

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court and Comptroller

By: 
Deputy Clerk



FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
DCF ITN 2324 063
Community Based Care Lead Agencies

NOTICE OF INTENT TO AWARD

June 7, 2024

The Department of Children and Families hereby provides notice of the decision to award a contract for DCF ITN 2324 063 to:

Circuit	Respondent
3 & 8	Partnership for Strong Families
4: Clay	Kids First of Florida
4: Nassau & Duval	Family Support Services
7	St. Johns County Board of County Commissioner
10	Heartland for Children
11 & 16	Citrus Family Care Network
15 & 17	ChildNet, Inc.
19	Communities Connected for Kids

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN S. 120.57(3), F.S., OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, F.S.

**STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
STANDARD CONTRACT**

Contract Number:
ALN Number(s):
CSFA Number(s):

Services: Client Non-Client
Type: Subrecipient Contractor
Funds: Federal State

THIS CONTRACT is entered into between the State of Florida, **Department of Children and Families**, (Department) and _____, (Provider). The Department and the Provider agree as follows:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1. Purpose and Contract Amount

The Department is engaging the Provider to _____, as further identified in this Contract, with payment as provided in **Section 3**, in an amount not to exceed \$ _____ (Contract Amount).

1.2. Effective and End Date

This Contract shall be effective _____ or the last party signature date, whichever is later (Effective Date). The service performance period under this Contract shall commence on _____ or the Effective Date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on _____ (End Date), subject to the survival of terms provisions of **7.4**. Any earlier termination of this Contract amends the End Date. This Contract may be renewed in accordance with §§287.057(14) or 287.058(1)(g), Florida Statutes (F.S.).

1.3. Official Payee and Party Representatives

The name, address, telephone number and e-mail address of the Department and the Provider's representatives for this Contract are as follows:

1.3.1. Provider: Official Payee

Name: _____
Address: _____
City: _____
State _____ Zip: _____
Phone: _____ Ext.: _____
E-mail: _____

1.3.2. Provider: Financial & Administrative Records

Name: _____
Address: _____
City: _____
State: _____ Zip: _____
Phone: _____ Ext.: _____
E-mail: _____

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1.3.3. Provider: Program Administrator & Primary Point of Contact

Name: _____

Address: _____

City: _____

State _____ Zip: _____

Phone: _____ Ext.: _____

E-mail: _____

1.3.4. Department: Contract Manager & Primary Point of Contact

Name: _____

Address: _____

City: _____

State _____ Zip: _____

Phone: _____ Ext.: _____

E-mail: _____

1.3.5. Changes to contact information for persons identified in **1.3** can be by Notice.

1.4. Notices

Unless stated otherwise, Notices between the Provider and the Department regarding this Contract shall be in writing and directed to the Contract Manager or Provider Representative by certified mail, courier service, email, personal delivery, or as identified by the Department. Notices will be deemed received upon actual receipt.

1.5. Contract Document

1.5.1. The headings contained in this Contract are for reference purposes only and shall not affect the meaning of this Contract.

1.5.2. Any telephone numbers and hyperlinks in this Contract are supplied to put the Provider on notice, such telephone numbers and hyperlinks existed at the time of this Contract's entry. It is the Provider's duty to stay abreast of any updates to such telephone numbers and hyperlinks without amending this Contract.

1.5.3. In this Contract "business days" refers to those days that are not weekends, do not fall under §110.117(1) – (2), F.S., or are administrative closures declared by the Governor. "Days," without modification, are calendar days.

1.5.4. The terms and conditions set forth in this Contract that conflict with PUR 1000 constitutes special contract conditions as contemplated by Rule 60A-1.002, Florida Administrative Code (F.A.C.).

1.6. Contract Composition

1.6.1. This Contract is composed of the documents listed in this section. In the event of any conflict between the documents, the documents shall be interpreted in the following order of precedence:

1.6.1.1. Exhibits A through _____ ;

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

1.6.1.3. Part 1 of this Contract, including Standard Contract Definitions, located at: [https://www.myflfamilies.com/general-information/contracted-client-services/library](https://www.myflfamilies.com/general-information/contracted-client-services/library;);

1.6.1.4. Attachments 1 through _____ ;

1.6.1.5. PUR 1000 Form, located at: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms; and

1.6.1.6. Any incorporated attachments submitted by the Provider.

1.6.2. Notwithstanding the order of precedence indicated, for purchases based on a state term contract or an enterprise alternative contract source procured for state agency use by the Department of Management Services, the terms of the underlying state term contract or Department of Management Services enterprise alternative contract source agreement shall prevail over conflicting terms in other documents in the order of precedence, unless by the terms of that underlying state term contract or alternative contract source agreement the "Customer" is explicitly authorized to vary the terms to the State's detriment.

1.7. MyFloridaMarketPlace Transaction Fee

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

2. STATEMENT OF WORK

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

2.1. Scope of Work

The Scope of Work is described in **Exhibit B**.

2.2. Task List

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

2.3. Deliverables

The deliverables are described in **Exhibit D**.

2.4. Performance Measures

To avoid contract termination, the Provider's performance must meet the minimum acceptable level of performance set forth in **Exhibit E**, regardless of any other performance measures in this Contract. During any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, the Department may delay or deny payment for deliverables and also apply financial consequences.

3. PAYMENT, INVOICE AND RELATED TERMS

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

3.1. Prompt Payment and Vendor Ombudsman

Per §215.422, F.S., the Department has five business days to inspect and approve goods and services,

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

3.2. Method of Payment

The Provider shall be paid in accordance with **Exhibit F**.

3.3. Invoices

3.3.1. The Provider shall submit invoices for payment, including any permitted travel expenses in this Contract, in accordance with §287.058(1)(a) – (b), F.S.

3.3.2. The Department will not pay any invoice for payment received more than 30 days after this Contract ends or is terminated. Any payment due may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

3.4. Financial Consequences

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply, at a minimum, financial consequences under §§287.058(1)(h) and 215.971(1)(c), F.S., as well as those provided for in **6.1**. Other financial consequences directly related to the deliverables under this Contract are defined in **Exhibit F**. The foregoing does not limit the Department's use of additional financial consequences, including refusing to make 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 this Contract so provides, or termination of this Contract per **6.2** and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined erroneous, is immediately due as an overpayment in accordance with **3.5**, to the extent of such error.

3.5. Overpayments and Offsets

The Provider shall return erroneous payments, overpayments, or payments disallowed by this Contract (including payments made for services subsequently determined by the Department to not be in full compliance with this Contract's requirements) or law, including interest at a rate established per §55.03(1), F.S., within 40 days after discovery by the Provider, audit, or the Department. The State or the Department may recover against such payments by deduction from subsequent payments under this or any other contract with the Provider, or any other lawful method. If this Contract involves federal or state financial assistance, the following applies: The Provider shall return to the Department unused funds, accrued interest earned, and unmatched grant funds, as detailed in the Final Financial Report, within 60 days of the End Date.

3.6. Rural Opportunities

If the Provider is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in §288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth

in this Contract to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting the criteria, the Provider may elect in writing to exercise this provision as defined in §215.971(1)(h), F.S.

4. GENERAL TERMS AND CONDITIONS

4.1. Legal Compliance

4.1.1. The Provider shall comply with, and ensure its subcontractors, subgrantees, and others it arranges to provide deliverables comply with:

4.1.1.1. Applicable laws, rules, codes, ordinances, certifications, licensing requirements, and the Department’s Children and Families Operating Procedures (CFOP);

4.1.1.2. Department of Financial Services’ (DFS) “Reference Guide for State Expenditures” and active DFS Comptroller or Chief Financial Officer Memoranda. If this Contract is funded by state financial assistance, those funds may only be used for allowable costs between the Effective Date and the End Date. Absent the Department’s authorization, unused state financial assistance funds must be returned to the Department;

4.1.1.3. Support for individuals with a disability or with limited English proficiency. The Provider and its subcontractors shall comply with CFOP 60-16, located at: <https://www.myfifamilies.com/resources/policies-procedures/cfop-060-human-resources>, which includes completing the Civil Rights Compliance Checklist, (Form CF 946) within 30 days of the Effective Date and annually by the date specified in CFOP 60-16, thereafter;

4.1.1.4. For Nutritional Programs and Activities funded through the Department’s Office of Economic Self-Sufficiency, the Provider and its subcontractors shall also comply with USDA Food & Nutrition Service Instruction FNS-113-1 to ensure civil rights compliance and prohibit discrimination in nutrition programs and activities;

4.1.1.5. Funds provided under this Contract for the purchase of or improvements to real property are contingent upon the Provider granting the State a security interest in the property at least to the amount of the State funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of funds for this purpose, if the Provider disposes of the property before the State’s interest is vacated, the Provider shall refund the pro-rata share of the State’s initial investment [(initial investment) x (length of time from purchase to disposal/the term of the security interest)]; and

4.1.1.6. If the Provider has one or more contracts for services with the Agency for Persons with Disabilities, or the Departments of Health, Elderly Affairs, or Veteran’s Affairs, the Provider shall provide the following by Notice on each of those contracts:

- 4.1.1.6.1.** The name of the issuing state agency and the applicable office or program;
- 4.1.1.6.2.** Identifying name and number;
- 4.1.1.6.3.** Starting and ending date;
- 4.1.1.6.4.** Total dollar amount;
- 4.1.1.6.5.** Purpose and the types of services provided; and
- 4.1.1.6.6.** Name and contact information for the state agencies’ Contract Manager.

4.2. Certifications and Attestations

4.2.1. Common Carrier. If the Provider is a common carrier or any of its subcontractors are a common carrier, the Provider and/or its subcontractors must complete an attestation (PUR 1808) as required by §908.111, F.S. and Rule 60A-1.020, F.A.C. A violation of the attestation by the Provider or

subcontractor shall be grounds for termination with cause. Extensions, amendments, and renewals are subject to the requirements of §908.111, F.S.

4.2.2. Foreign Countries of Concern Prohibition. If the Provider has access to an individual's Personal Identifying Information as defined in §501.171, F.S. and Rule 60A-1.020, F.A.C, the provider and/or its subcontractors must complete an attestation (PUR 1355) as required by §287.138, F.S. and Rule 60A-1.020, F.A.C. A violation by the Provider or subcontractor shall be grounds for consequences as provided in §287.138, F.S. Extensions and renewals are subject to the requirements of §287.138, F.S.

4.2.3. Sudan, Iran, Cuba, Syria, and Israel Certifications. The Provider certifies that the Provider is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and that it does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel, in accordance with §287.135(5), F.S.

4.2.4. Certification Regarding Lobbying. If this Contract contains Federal funding in excess of \$100,000, the Provider certifies clauses 4.2.4.1 – 4.2.4.3. If an Amendment to this contract causes the Federal funding to exceed \$100,000, the Provider must, prior to amendment execution, complete the Certification Regarding Lobbying form, and return it to the Contract Manager.

4.2.4.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

4.2.4.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

4.2.4.3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.3. Use of Funds for Lobbying Prohibited

Contract funds are not used for lobbying the Legislature, the judicial branch, or a State Agency. §§11.062 and 216.347, F.S.

4.4. Use of Funds for Diversity, Equity, and Inclusion Prohibited

No State funding under this Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" (DEI). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently,

unconsciously, or implicitly biased on the basis of such classification.

4.5. Independent Contractor, Subcontracting and Assignments

4.5.1. In performing its obligations under this Contract, the Provider is an independent contractor and not an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. The Provider, its agents, employees, subcontractors, or assignees shall not represent to others they are agents of or have the authority to bind 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 due to performing the duties or obligations of this Contract.

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

4.5.3. Additional Terms if Subcontracting is Permitted

4.5.3.1. The Provider cannot subcontract for any of the work contemplated under this Contract without the Department's prior written approval. The Provider shall take all actions necessary to ensure each subcontractor of the Provider is an independent contractor and not an officer, employee, or agent of the State of Florida.

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

4.5.3.3. The Provider shall include the substance of all clauses contained in this Contract relevant to subcontractor compliance in all subcontracts and any sub-subcontracts.

4.6. Indemnity

4.6.1. This is the sole term covering indemnification. No other indemnification clause applies to this Contract. The Provider shall indemnify the Department, where indemnification is not limited by law, as follows:

4.6.1.1. Personal Injury and Damage to Real or Tangible Personal Property. The Provider shall be fully liable for, and fully indemnify, defend, and hold harmless the State, the Department, and their officers, agents, and employees, from any suits, actions, damages, attorneys' fees, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property allegedly caused in whole or in part by the Provider, provided however, the Provider need not indemnify, defend and hold harmless the State or the Department for that portion of any loss or damages proximately caused by the negligent act or omission of the State, the Department, and their officers, agents, and employees. However, should conflict arise between the terms of this agreement and §§39.011, 394.9085, and 409.993, F.S., these statutory provisions control.

4.6.1.2. Intellectual Property Liability. The Provider shall fully indemnify, defend, and hold harmless the State, the Department, and their officers, agents, and employees from any suits,

actions, damages, attorney's fees, and costs of every name and description, arising from or relating to violation or infringement of a trademark, copyright, patent, trade dress, trade secret or other intellectual property right. This intellectual property liability indemnification obligation will not apply to the Department's misuse or modification of the Provider's products or the Department's operation or use of the Provider's products in a manner not contemplated by this 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 shall, at its sole expense, procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Provider is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Provider shall remove the product and refund the Department the amounts paid more than a reasonable rental for past use. The State and the Department will not be liable for any royalties, or licensing fees, not included in this Contract.

4.6.1.3. Actions Related to this Contract. The Provider shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, employees, and agents from any suits, actions, damages, fines, claims, assessments, attorney's fees, and costs of every name and description, arising from or relating to any acts, actions, breaches, neglect, or omissions of the Provider related to this Contract, as well as for any determination arising out of or relating to this Contract that the Provider is not an independent contractor vis-a-vis the Department.

4.6.2. Subcontracts. The Provider shall include in all subcontracts and ensure all resulting contracts include the requirement that such resulting contractors indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, arising from or relating to any alleged act or omission by subcontractors, their officers, employees, agents, partners, subcontractors, assignees, or delegees alleged caused in whole or in part by contracted entities, their agents, employees, partners or subcontractors; provided, however, that contracted entities will not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of the Department. The Provider shall indemnify, defend, and hold harmless the State and the Department from the consequences of such a breach.

4.6.3. The indemnification requirement in **4.6.1** does not apply if the Provider is a governmental entity, prohibited by law, or constrained by lack of legal authority, from indemnifying the State, the Department, or other party. In such instances, the Provider remains liable for the Provider's own actions to the extent such liability exists in the absence of the legally impermissible indemnification.

4.6.4. Nothing in this Contract constitutes a waiver of sovereign immunity or consent by the Department, or the State, or its subdivisions to suit by third parties or an agreement by the Department, the State, or its subdivisions to indemnify any person.

4.7. Insurance

4.7.1. Workers' Compensation Insurance (WCI). To the extent and degree required by law, the Provider shall self-insure or maintain WCI covering its employees connected with the services provided hereby. The Provider shall require subcontractors provide WCI for its employees absent coverage by the Provider's WCI.

4.7.2. General Liability Insurance. The Provider shall secure and maintain, and ensure subcontractors secure and maintain, Commercial General Liability Insurance, including bodily injury, property damage, personal and advertising injury, and products and completed operations. This insurance will provide coverage for all claims that may arise from the services completed under this Contract, whether such services are by the Provider or anyone employed by it. Such insurance shall include a hold harmless agreement in favor of the State and also include the State as an additional insured for the entire length of this Contract. The Provider shall set the limits of liability necessary to

provide reasonable financial protections to the Provider and the State under this Contract.

4.7.3. Cyber/Network Security and Privacy Liability Insurance. The Provider will, for itself if providing Cyber/Network solutions or handling confidential information, secure and maintain, and ensure any subcontractor providing Cyber/Network solutions or handling confidential information, secure and maintain liability insurance, written on an occurrence basis, covering civil, regulatory, and statutory damages; contractual damages; data breach management exposure; and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information with minimum limits. The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract.

4.7.4. Authorized Insurers and Documentation. All insurance policies will be with insurers authorized, and through insurance agents licensed, to transact business in the State, as required by chapter 624, F.S., or upon approval of the Department with a commercial self-insurance trust fund authorized under §624.462, F.S. The Provider shall provide thirty (30) calendar days written notice of cancellation of any insurance required by 4.7 to the Department. The Provider shall submit certificates of insurance coverage, or other evidence of insurance coverage acceptable to the Department, prior to this Contract execution, and provide the Department 10 days prior Notice of any cancellation or nonrenewal.

4.8. Notice of Legal Actions

The Provider shall Notice the Department within 10 days after becoming aware of potential legal actions or immediately upon notice of actual legal actions against the Provider related to services provided by this Contract, that may impact deliverables or the Department.

4.9. Intellectual Property

4.9.1. Intellectual property rights to all property created or otherwise developed as part of this Contract by the Provider (either directly or through a subcontractor) for the Department as a work made for hire will be owned by the State. The Provider's title to intellectual property not developed as a work made for hire is unaffected. If software is being created as a work for hire the Provider shall deliver to the Department at no additional cost the decompiled source code, data libraries, manuals, documentation, and any other data or material necessary for the software to function as intended and be replicated and modified. If software or other intellectual property is not a work for hire, but is developed through performance of services under this Contract, the State of Florida is granted a perpetual, non-exclusive, non-assignable, royalty-free license to use, copy and modify such intellectual property for state business by any of the State of Florida's departments, subdivisions, or agents.

4.9.2. A thing capable of being trademarked developed in anticipation, or as a result, of this Contract will be trademarked by or on behalf of the Department. Only after the Department declines, by Notice, to hold such trademark, may the Provider trademark such a thing in its own name.

4.9.3. Any website developed in anticipation, or as a result, of this Contract will be placed in a domain of the Department's choice, copyrighted in the Department's name. Only if the Department declines, by Notice, such placement or copyright, may the Provider copyright such a thing in its own name.

4.9.4. Any inventions or discoveries developed during or as a result of services performed under this Contract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the State. The Provider shall inform the Department of any inventions or discoveries developed or made in connection with this Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State will be the sole owner of all patents resulting from any invention or discovery made in connection with this Contract.

4.9.5. The Provider shall notify the Department of any intellectual property developed in connection with this Contract.

4.9.6. If the Provider is a member of the State University System, the Department's intellectual property rights under **4.9**, will be a fully paid up, perpetual, royalty-free license, including the ability to modify and access to resources unique to the Provider necessary to modify (for software, a decompiled version of the source code).

4.10. Transition Activities

When services that are the subject of the Contract continue through another provider, or the Department, after the End Date, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider, or the Department. This includes 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, or the Department, no later than the End Date and shall support the requirements for transition specified in a Department-approved Transition Plan, which the Provider shall develop in consultation with the Department.

4.11. Publicity

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

4.12. Sponsorship

As required by §286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

4.13. Employee Gifts

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

4.14. Mandatory Reporting Requirements

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

4.14.1. A reportable incident is defined in CFOP 180-4.

4.14.2. Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Department's Office of Inspector General and the Contract Manager.

4.14.3. Other reportable incidents shall be reported to the Department's Office of Inspector General within two business days of discovery through the Internet at: <https://www.myflfamilies.com/about/additional-services-offices/office-inspector-general/investigations/inspector-general> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at: IG.Complaints@myflfamilies.com. The Provider and subcontractor shall mail or fax the completed forms to the Office of Inspector General, 2415 North Monroe Street, Suite 400, Tallahassee, Florida, 32303-4190; or (850) 488-1428.

4.15. Employment Screening

4.15.1. As described in CFOP 60-25, Chapter 2 (implementing §110.1121, F.S.), as a condition of initial and continued employment, the Provider shall ensure all staff, whether employees or independent contractors, are screened by the Department in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards in §§435.04, 110.1127, and 39.001(2), F.S., including:

4.15.1.1. Employment history checks

4.15.1.2. Fingerprinting for all criminal record checks;

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

4.15.1.4. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement;

4.15.1.5. Security background investigation, which may include criminal record checks by local law enforcement agencies; and

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

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

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

4.16. Human Subject Research

Any human subject research under this Contract within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §289, et seq. may not commence until after review and approval by a duly constituted Institutional Review Board.

5. RECORDS, AUDITS AND DATA SECURITY

5.1. Records, Retention, Audits, Inspections and Investigations

5.1.1. The Provider shall establish and maintain books, records and documents (including

electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract. Upon demand, at no additional cost to the Department, the Provider shall facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in **5.1.2**. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

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

5.1.3. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 2 CFR §200.337, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of their form.

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

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

5.1.6. The Provider shall not withhold any record or attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

5.2. The Provider's Confidential Information

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

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

5.2.2.1. The Provider must clearly label any portion of the documents, data, or records submitted it considers confidential pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts authorizing exemption of the information from public disclosure. If different statutes or facts are claimed applicable to different portions of the information, the Provider shall include information correlating the nature of the claims to the particular information.

5.2.2.2. The Department, when required to comply with a public records request including

documents submitted by the Provider, may require the Provider expeditiously submit redacted copies of documents marked as trade secret, in accordance with 5.2.2.1. Accompanying the submission shall be an updated version of the justification under 5.2.2.1, corresponding specifically to redacted information, either confirming the statutory and factual basis originally asserted remains unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions claimed trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of trade secret information.

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

5.3. Health Insurance Portability and Accountability Act (HIPAA)

Should this Contract involve Provider access to protected health information (PHI) the Provider shall be a "Business Associate" limited to the following permissible uses and disclosures. Reference to a section in the HIPAA Rules means the section as in effect or as amended. The Provider shall assist the Department in amending this Contract to maintain compliance with HIPAA Rules and any other applicable law requirements. Any ambiguity in 5.3 will be interpreted to permit compliance with the HIPAA Rules. Within the Department, the Human Resources Manager for Civil Rights has been designated the HIPAA Privacy Officer.

5.3.1. Catch-all Definitions. The following terms as used in 5.3 have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Unsecured Protected Health Information, and Use.

5.3.2. Specific Definitions for 5.3

5.3.2.1. "Business Associate" has the same meaning as the term "business associate" at 45 CFR §160.103.

5.3.2.2. "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR §160.103, and for purposes of this Contract includes the Department.

5.3.2.3. "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

5.3.2.4. "Subcontractor" has the same meaning as the term "subcontractor" at 45 CFR §160.103 and includes individuals to whom a Business Associate delegates a function, activity, or service, other than as a member of the workforce of such Business Associate.

5.3.3. Obligations and Activities of the Provider

The Provider shall:

5.3.3.1. Not use or disclose PHI except as permitted or required in by 5.3 or law;

5.3.3.2. Use the appropriate administrative safeguards in 45 CFR §164.308, physical safeguards in 45 CFR §164.310, and technical safeguards in 45 CFR §164.312; including policies and procedures regarding the protection of PHI in 45 CFR §164.316 and the provisions of training on such policies and procedures to applicable employees, independent providers, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI Provider may create, receive, maintain or transmit on the Department's behalf;

5.3.3.3. Acknowledge that the foregoing safeguards, policies and procedures requirements apply to the Provider in the same manner as such requirements apply to the Department; and the

Provider and Subcontractors are directly liable under the civil and criminal enforcement provisions of §§13409 and 13410 of the HITECH Act, 45 CFR §§164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and resulting U.S. Health and Human Services (HHS) guidance thereon;

5.3.3.4. Report to the Department any use or disclosure of PHI not permitted by **5.3**, including breaches of unsecured PHI as required at 45 CFR §164.410, and any security incident;

5.3.3.5. Notify the Department's HIPAA Security Officer, HIPAA Privacy Officer, and Contract Manager within 120 hours after finding a breach or potential breach of personal and confidential data of the Department; and

5.3.3.6. Notify the Department's HIPAA Privacy Officer and Contract Manager within 24 hours of HHS notification of any investigations, compliance reviews, or inquiries concerning violations of HIPAA;

5.3.3.7. Provide additional information requested by the Department for investigation of or response to a breach;

5.3.3.8. Provide at no cost: Notice to affected parties within 30 days of determination of any potential breach of personal or confidential data of the Department (§501.171, F.S.); implementation of the Department's prescribed measures to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data of the Department; and, immediate actions limiting or avoiding recurrence of any breach or potential breach and any actions required by applicable federal and state laws and regulations regardless of the Department's actions;

5.3.3.9. In accord with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), as applicable, ensure all entities creating, receiving, maintaining, or transmitting PHI on the Provider's behalf are bound to the same restrictions, conditions, and requirements as the Provider by written contract or other written agreement meeting the applicable requirements of 45 CFR §164.504(e)(2) that the entity will appropriately safeguard the PHI. For prior contracts or other arrangements, the Provider shall provide written certification its implementation complies with 45 CFR §164.532(d);

5.3.3.10. Make PHI available in a designated record set to the Department as necessary to satisfy the Department's 45 CFR §164.524 obligations;

5.3.3.11. Make any amendment to PHI in a designated record set as directed or agreed to by the Department per 45 CFR §164.526, or take other measures as necessary to satisfy the Department's 45 CFR §164.526 obligations;

5.3.3.12. Maintain and make available the information required to provide an accounting of disclosures to a covered entity as needed to satisfy the Department's 45 CFR §164.528 obligations;

5.3.3.13. To the extent the Provider carries any obligation under 45 CFR Subpart E, comply with the requirements of Subpart E that apply to the Department in the performance of that obligation; and

5.3.3.14. Make internal practices, books, and records available to HHS for determining HIPAA rule compliance.

5.3.4. Provider and its Subcontractors may only use or disclose PHI as listed below:

5.3.4.1. To perform obligations under **5.3**;

5.3.4.2. For archival purposes;

5.3.4.3. If necessary, for (a) proper management and administration or (b) to carry out legal

responsibilities;

5.3.4.4. To disclose only if the disclosure is required by law; or (a) reasonable assurances are obtained from the disclosee that PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed, and (b) the disclosee agrees to notify the Provider of any instances in which the confidentiality and security of PHI has been breached;

5.3.4.5. To aggregate with PHI of other covered entities in its possession through its capacity as a Business Associate of such covered entities only to provide Department data analyses relating to Department health care operations (as defined in 45 C.F.R. §164.501);

5.3.4.6. To conform with 45 CFR §164.514(b) in de-identifying PHI; or

5.3.4.7. To follow marketing, fundraising and research guidance in 45 CFR §164.501, 45 CFR §164.508 and 45 CFR §164.514.

5.3.5. Department Notifications Affecting Provider Disclosure of PHI

The Department will notify the Provider, to the extent it may affect Provider's use or disclosure of PHI: of 45 CFR §164.520 limitations in the Notice of Privacy Practices; of changes in, or revocation of, an individual's permission to use or disclose PHI; or of any restriction on the use or disclosure of PHI information the Department has agreed to or is required to abide by under 45 CFR §164.522.

5.3.6. Termination Regarding PHI

5.3.6.1. Termination for Cause. Upon the Department's knowledge of a material breach of the Provider's duties under **5.3**, the Department may: (a) Provide the Provider opportunity to cure the breach within the Department's specified timeframe; (b) Immediately terminate Contract or discontinue access to PHI; or (c) If termination or cure are not feasible, the Department will report the breach to the Secretary of HHS.

5.3.6.2. Provider Obligations Upon Termination. Upon termination, the Provider, with respect to PHI received from the Department, or created, maintained, or received on behalf of the Department, will: (a) retain only PHI necessary to continue proper management and administration or to carry out legal responsibilities; (b) return PHI not addressed in (a) to the Department, or its designee; (c) upon the Department's permission, destroy PHI the Provider maintains in any form; (d) continue to use appropriate safeguards and comply with Subpart C of 45 CFR 164 with respect to electronic PHI to prevent use or disclosure of PHI, other than as provided for in (a) for retained PHI; (e) not use or disclose retained PHI other than for purposes for which PHI was retained and subject to the same conditions which applied prior to termination; and (f) comply with (b) and (c) when retained PHI is no longer needed under (a).

5.3.6.3. Obligations under **5.3.6.2** survive termination.

5.4. Information Security

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

5.4.1. The Provider shall designate an Information Security Officer competent to liaise with the Department on security matters and maintain an appropriate level of information security for the Department's information systems, or any client or other confidential information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to the Department's information systems or any client or other confidential information. The Information Security Officer will ensure any access to the Department's information systems or any client or other

confidential information is removed immediately upon such access no longer being required for the Provider's performance under this Contract.

5.4.2. The Provider shall provide the Department's latest security awareness training to all persons prior to granting access to the Department's information systems or any client or other confidential information. The Provider shall require all persons granted access to comply with, and be provided a copy of CFOP 50-2, and will sign the Department's Security Agreement (Form CF 0112) annually.

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

5.4.4. The Provider shall notify the Contract Manager within 120 hours, following the determination of any potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information.

5.4.5. The Provider shall, at its own cost, comply with §501.171, F.S. The Provider shall also, at its own cost, implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information.

5.4.6. The Provider's confidentiality procedures shall be at least as protective as the most recent version of the Department's security policies and comply with any applicable professional confidentiality standards.

5.5. Public Records

5.5.1. The Provider shall allow public access to all documents, papers, letters, or other public records as defined in §119.011(12), F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. Should the Provider fail to comply with this provision the Department may unilaterally terminate this Contract.

5.5.2. As required by §119.0701, F.S., to the extent the Provider is acting on behalf of the Department the Provider shall:

5.5.2.1. Maintain public records that ordinarily and necessarily would be required by the Department to perform the service.

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

5.5.2.3. Ensure public records exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law during this Contract term and following completion of this Contract if the Provider does not transfer the records to the Department.

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

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

6. INSPECTIONS, PENALTIES, AND TERMINATION

6.1. Financial Penalties for Failure to Take Corrective Action

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

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

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

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

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

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

6.2. Termination

6.2.1. The Department may terminate this Contract without cause upon no less than 30 days' Notice in writing to the Provider unless another time is mutually agreed upon in writing.

6.2.2. The Provider may terminate this Contract upon no less than 120 days' Notice to the Department unless another time is mutually agreed upon in writing.

6.2.3. In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract upon no less than 24 hours' Notice in writing to the Provider. The Department is the final authority as to the availability and adequacy of funds.

6.2.4. In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department may terminate this Contract upon no less than 24 hours' Notice to the Provider,

excluding Saturday, Sunday, and Holidays. Such Notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, Notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a Notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Contract is not a waiver of any other breach and neither event is a modification of the terms and conditions of this Contract. 6.2 does not limit the Department's right to legal or equitable remedies.

6.2.5. Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. Termination shall be upon no less than 24 hours' Notice to the Provider and only if the Provider:

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

6.2.5.2. Had any other contract terminated by the Department for cause.

6.2.6. In the event of termination under 6.2.1 or 6.2.3, the Provider shall be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

6.2.7. If this Contract is for an amount of \$1 million or more, the Department may terminate this Contract at any time the Provider is found to have falsely certified under §287.135, F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this Contract, the Department may terminate this Contract at any time the Provider is found to have been engaged in business operations in Cuba or Syria, placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

7. OTHER TERMS

7.1. Governing Law and Venue

This Contract is entered into in the State of Florida and is construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. State Courts of competent jurisdiction in Florida have exclusive jurisdiction in any action regarding this Contract and venue is in Leon County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts.

7.2. No Other Terms

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract supersedes all previous communications, representations, or agreements, either verbal or written between the parties. This Contract does not include any resulting invoice, website, "click through", online, or other agreement absent specific reference in this Contract and then only the version extant the date of the first Contract signature.

7.3. Interpretation, Severability of Terms

Contract terms are not more strictly construed against any party. If a term is struck by a court, the balance is voidable only by the Department.

7.4. Survival of Terms

Absent a provision expressly stating otherwise, provisions concerning obligations of the Provider and remedies available to the Department survive the End Date. The Provider's performance pursuant to such surviving provisions is without further payment.

7.5. Modifications

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

7.6. Anticompetitive Agreements

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

7.7. Purchases by Other Agencies

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

7.8. Unauthorized Aliens

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

7.8.2. The Provider represents and warrants that no part of the funding under this Contract will be used in violation of any federal or state law, including, but not limited to, 8 U.S.C. §1324 or 8 U.S.C. §1325, or to aid or abet another in violating federal or state law. The Department may terminate this Contract at any time if the Provider violates, or aids or abets another in violating, any state or federal law.

7.9. Public Entity Crime and Discriminatory Contractors

Pursuant to §§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, the prohibition on persons or affiliates placed on the convicted vendor list is limited to business in excess of the threshold amount provided in §287.017, F.S., for CATEGORY TWO for 36 months from the date of being placed on the convicted vendor list.

7.10. PRIDE

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under chapter 946, F.S., in the same manner and under the same procedures set forth in §§946.515(2) and (4), F.S.; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

7.11. Continuing Oversight Teams

The Provider shall comply with the provisions of §287.057(26), F.S., as applicable, establishing and governing conduct of Continuing Oversight Teams for contracts of \$5 million or more.

7.12. Major Disasters and Emergencies

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

7.13. Executive Compensation Reporting

7.13.1. Annually on or before May 1 Provider shall complete and return the Executive Compensation Annual Report (Form PCMT-08), located at: <https://www.myffamilies.com/general-information/contracted-client-services/library>.

7.13.2. In accordance with §216.1366, F.S., if the Provider is a nonprofit as defined in §215.97(2)(m), F.S., the Provider must provide documentation to the Department that indicates the amount of state funds:

7.13.2.1. Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.

7.13.2.2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

7.13.3. If the Provider maintains a website, information provided pursuant to **7.13.2** must be posted on the Provider's website.

7.14. Federal Whistleblower Requirements

Pursuant to §11(c) of the OSH Act of 1970 (29 USC §660(c)) 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 are located at: <http://www.whistleblowers.gov>.

7.15. Post-Award Notice Dissemination

If the Provider receives federal or state financial assistance, the Provider will receive a Post-Award Notice (PAN) from the Department, which will contain information required to meet the Department's obligations in accordance with 2 CFR Part 200, §215.97 F.S., and Rule 69I-5, F.A.C. Providers with subrecipients receiving federal or state financial assistance are required to derive from the PAN information required by the regulations cited in this clause, and properly disseminate to subrecipients of

federal and state financial assistance funds. This requirement follows federal and state financial assistance to subrecipients at every tier.

8. FEDERAL FUNDS APPLICABILITY

The following applies if Federal Funds are used to fund this Contract.

8.1. Federal Law

8.1.1. Provider shall comply with Federal law and regulations including 2 CFR, Part 200, and other applicable regulations.

8.1.2. If this Contract contains \$10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in 41 CFR, Part 60 if applicable.

8.1.3. If this Contract contains over \$150,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. §7401 et seq.), §508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to the Department.

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

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

8.1.6. If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine if its subcontracts are being awarded to a "contractor" or a "subrecipient," as those terms are defined in 2 CFR, Part 200. If a Provider's subcontractor is determined a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

8.1.7. Drug Free Workplace. If the Provider is a subrecipient or pass-through entity of federal funds originating from HHS, the Provider must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the governmentwide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

9. CLIENT SERVICES APPLICABILITY

The following applies if the box for Client Services is checked in the header on page 1.

9.1. Client Risk Prevention

If services to clients are provided under this Contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge

or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number 1-800-96ABUSE (1-800-962-2873). As required by chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

9.2. Emergency Preparedness Plan

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

9.3. Confidential Client and Other Information

The Provider shall maintain the confidentiality of all confidential data, files, and records related to deliverables and comply with all state and federal laws, including, §§471(a)(8) of the Social Security Act, 106(b)(2)(B) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602, 2 CFR §200.303, 2 CFR §200.337, 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §§431.300-306, and 45 CFR §205. Summaries 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.

10. PROPERTY

10.1. The following only applies to this Contract if funded by state financial assistance.

10.2. The word "property" in this section means equipment, fixtures, and other property of a nonconsumable and nonexpendable nature, the original acquisition cost or estimated fair market value of which is \$5,000 or more and the normal expected life of which is one year or more. This definition also includes hardback-covered bound books circulated to students or the general public, the original acquisition cost or estimated fair market value of which is \$25 or more, hardback-covered bound books, the cost or value of which is \$250 or more, and all computers. Each item of property which it is practicable to identify by marking will be marked in the manner required by the Auditor General. Each custodian will maintain an adequate record of property in his or her custody, which record will contain such information as will be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian will take an inventory of property in his or her custody. The inventory will be compared with the property record, and all discrepancies will be traced and reconciled. All publicly supported libraries will be exempt from marking hardback-covered bound books, as required by this section. The catalog and inventory control records maintained by each publicly supported library is the property record of hardback-covered bound books with a value or cost of \$25 or more included in each publicly supported library collection and is a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing will be traced and reconciled, and the library inventory shall be adjusted accordingly.

10.3. If any property is purchased by the Provider with funds provided by this Contract, the Provider will inventory all nonexpendable property including all computers. A copy of the inventory will be

submitted to the Department along with the expenditure report for the period in which it was purchased. At least annually the Provider will submit a complete inventory of all such property to the Department whether new purchases have been made or not.

10.4. The inventory will include: the identification number; year and/or model, a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the Vehicle Identification Number (VIN) and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost.

10.5. The Contract Manager must provide disposition instructions to the Provider prior to the End Date. The Provider cannot dispose of any property reverting to the Department without the Contract Manager's approval. The Provider will furnish a closeout inventory no later than 30 days before the completion or termination of this Contract. The closeout inventory will include all nonexpendable property including all computers purchased by the Provider. The closeout inventory will contain the same information required by the annual inventory.

10.6. The Provider hereby agrees all inventories required by this Contract will be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value will be agreed upon by both the Provider and the Department and will be used in place of the original acquisition cost.

10.7. Title (ownership) to and possession of all property purchased by the Provider pursuant to this Contract vests in the Department upon completion or termination of this Contract. During the term of this Contract, the Provider is responsible for insuring all property purchased by or transferred to the Provider is in good working order. The Provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Provider is responsible for repaying to the Department, the replacement cost of any property inventoried and not transferred to the Department upon completion or termination of this Contract. When property transfers from the Provider to the Department, the Provider is responsible for paying for the title transfer.

10.8. If the Provider replaces or disposes of property purchased by the Provider pursuant to this Contract, the Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Provider's annual inventory.

10.9. The Provider will indemnify the Department against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the Provider pursuant to this Contract.

10.10. An amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

11. AMENDMENT IMPACT

Any amendment replacing or deleting this page will not affect the below execution.

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By signing this Contract, the parties state they have read and agree to the entire Contract, as described in 1.6.

IN WITNESS THEREOF, the parties hereto have caused this Contract executed by their undersigned officials as duly authorized.

PROVIDER

FLORIDA DEPARTMENT OF CHILDREN
AND FAMILIES

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Federal Employer Identification Number (FEIN) or Social Security Number (SSN): _____

Provider Fiscal Year Ending Date: ___/___

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APPENDIX IX: DEPARTMENT'S SUPPLEMENTAL CONTRACT

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES SUPPLEMENTAL CONTRACT EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 11 of the Standard Contract, as provided herein:

A.1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A.1.1. Definitions

A.1.1.1 In addition to the provisions of **Section 1.6.1.3**, Program specific definitions may be found in the “CBC Definition of Terms” (**Attachment 1** – Incorporated Documents) and **Attachment 6** – Definitions.

A.1.1.2 References to “Lead Agency” refer to the Provider identified in **Section 1.3** of the Standard Contract.

A.2. STATEMENT OF WORK

A.2.1. Performance Measures

During any period following issuance of a Corrective Action Plan (CAP) and time to cure as set out in the CAP, in which a Provider fails to meet these measures (Exhibit E), the Department may delay or deny payment for deliverables and also apply financial consequences.

A.3. PAYMENT, INVOICE AND RELATED TERMS

A.3.1. Travel Expenses

In addition to the travel expenses referenced in **Section 3.3.1**, the Lead Agency may establish rates for travel expenses lower than the rates specified in section 112.061, F.S., including mileage. The Lead Agency will reimburse staff in accordance with the Agency's travel policy, which shall be approved in writing by the Department's Contract Manager (CM).

A.4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

A.4.1. Provider Indemnity

A.4.1.1. The following provisions shall apply in lieu of **Section 4.6** of the Standard Contract (entitled “Indemnity”). The Lead Agency shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, alleged to be caused by any alleged act or omission by the Lead Agency, its agents, employees, partners, or subcontractors; provided, however, that the Lead Agency shall not be responsible for the indemnification or defense of that portion of any loss or damages proximately caused by the negligent acts or omissions of the State and/or Department. The following additional terms will also apply:

A.4.1.1.1. The Lead Agency shall fully indemnify, defend, and hold harmless the State and 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 the Department's misuse or modification of Lead Agency's products or the Department operation or use of Lead Agency's products in a manner not contemplated by this Contract. If any product is the subject of an infringement suit, or in the Lead Agency's opinion is likely to become the subject of such a suit, the Lead Agency may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. The Department shall not be liable for any royalties. If the Lead Agency removes an infringing product because it is not reasonably able to modify that product or secure the Department the right to continue to use that product, the Lead Agency shall

immediately replace that product with a non-infringing product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.

A.4.1.1.2. The Lead Agency shall indemnify the Department for all costs and attorney's fees arising from or relating to the Lead Agency's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Lead Agency's redaction of the record, including litigation initiated by the Department.

A.4.1.1.3. The Lead Agency shall include in all subcontracts and require that the subcontractors in all resulting contracts, and resulting contracts therefrom, include the requirement that such contracted entities indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, alleged to be caused by any alleged act or omission by the contracted entities, their agents, employees, partners, or subcontractors; provided, however, that the contracted entities shall not be responsible for the defense or indemnification that portion of any loss or damages proximately caused by the negligent acts or omissions of the State and/or Department. The language in this section notwithstanding, in any perceived conflict between the terms of this agreement and s. 409.993, F.S., or s. 39.011, F.S., the statutory provisions control.

A.4.1.1.4. Nothing in this Contract shall constitute a waiver of sovereign immunity or consent by the Department or the State or its subdivisions to suit by third parties.

A.4.1.1.5. If the Provider is an agency or subdivision of the state, its obligation to indemnify, defend and hold harmless the Department shall be subject to and within the limitations provided in section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

A.4.2. Insurance

A.4.2.1. In addition to the requirements of **Section 4.7** of the Standard Contract, during the existence of this Contract, and any renewal(s) and extension(s) of it, the Lead Agency will maintain, and through contract require that its subcontractors maintain insurance in accordance with s. 409.993, F.S., any subsequent amendments to the statute, and the following requirements:

A.4.2.1.1. The Lead Agency, 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 s. 409.993, F.S. The Lead Agency, 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 Lead Agency and all its subcontractors shall maintain continuous adequate non-owned automobile liability coverage in accordance with s. 409.993, F.S.

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

A.4.2.1.2. The Lead Agency shall provide, and through contract, require its subcontractors to provide, the Department with Acord® 25 certificates of liability insurance naming the Department as the certificate holder evidencing such insurance to be in full force and effect at all times during the term of this Contract.

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

A.4.3. Survival of Terms

A.4.3.1. The following is added to **Section 7.4.** of the Standard Contract: Given the nature of this Contract, the Lead Agency is expected to have continuing duties that survive the ending date or earlier

termination of this Contract. By way of incomplete examples, these duties will most likely include reports (fiscal and programmatic), budgets, audits, and payments.

A.4.4. Federal Law

A.4.4.1. The following provisions are added to **Section 8** of the Standard Contract:

A.4.4.1.2. If the Lead Agency is a federal subrecipient or pass-through entity, the Lead Agency and its subcontractors who are federal subrecipients or passthrough entities, must determine whether or not its subcontracts are being awarded to a "contractor" or a "subrecipient," as those terms are defined in 2 CFR, Part 200. If a Lead Agency's subcontractor is determined to be a subrecipient, the Lead Agency must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

A.4.5. Legal Compliance

The following provision is added to **Section 4.1.1.5.** of the Standard Contract:

The foregoing provision shall only apply to the extent permissible under Florida law and shall not constitute a pledge of the Provider's taxing credit. As a condition of receipt of funds for this purpose, if the Provider disposes of the property, the Provider shall refund the pro-rata share of the State's initial investment Any security interest granted pursuant to this section shall not create a right of foreclosure on the part of the Department.

A.5 RECORDS, AUDITS AND DATA SECURITY

A.5.1. Client Files

The Lead Agency shall ensure the Department's immediate access to client files and will supply copies of requested materials within one business day of a request by the Department unless a longer time is agreed upon by both the parties.

A.5.2. Public Records

A.5.2.1. The following provisions shall apply in lieu of **Section 5.5.1.** of the Standard Contract (entitled "Public Records").

A.5.2.1.1. The Lead Agency shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Lead Agency in conjunction with this Contract except those public records which are made confidential or exempt by law must be protected from disclosure. As required by section 287.058(1)(c), F.S., it is expressly understood that the Lead Agency's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

A.5.2.2 Nothing in this Contract shall constitute a pledge of the Lead Agency's ad valorem tax revenue or otherwise pledge the Lead Agency's taxing credit. If the cost of complying with any term of this contract exceeds the amount of funds available from the Department or other outside sources, the Lead Agency's compliance with such term shall be subject to the Lead Agency's appropriation of sufficient funds for that purpose. The Lead Agency shall comply with the provisions of section 129.07, F.S.. Nothing in this contract shall create any obligation on the part of the Lead Agency to appropriate funds for the purpose of complying with any term of this contract during any given fiscal year."

A.5.2.3 All documents prepared and kept by the Lead Agency in connection with its performance under this contract shall be the property of the Department. The Lead Agency's role in connection with such documents shall be limited to that of custodian. Upon termination of this agreement, the Lead Agency shall transfer all such documents to the Department and shall dispose of any copies that remain in its possession after the transfer has occurred.

A.6. INSPECTIONS, PENALTIES, AND TERMINATION

A.6.1. Termination

Section 6.2 of the Standard Contract is replaced with the following language:

This Contract may be terminated without cause by the Department upon no less than 90 days' notice, and by the Lead Agency upon no less than 180 calendar days' notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by any delivery service that provides verification of delivery or by hand delivery to the CM or the representative of the Lead Agency responsible for administration of the program. If either party terminates this Contract without cause, that party shall coordinate a transition plan, as described in the "CBC Expiration/Termination Transition Planning Requirements" (**Attachment 1**) with the other party within 30 calendar days' of making such notification. This provision shall not limit the Department's ability to terminate this Contract for cause according to other provisions herein.

A.6.2. Dispute Resolution

The parties agree to cooperate in resolving any differences in interpreting this Contract. Each party shall notify the other party of the name, business address and telephone number of that party's designated representative for dispute resolution purposes. Within five business days from receipt by the designated representative of the other party's written request for dispute resolution, the representatives will conduct a face-to-face meeting (or telephonic if mutually agreed) to resolve the disagreement. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the Lead Agency's Chief Executive Officer (CEO) and the Assistant Secretary for the Office of Child and Family Well-Being or designee. Upon referral, the CEO and the Department shall confer to resolve the issue.

If the Department and CEO are unable to resolve the issue within ten business days, the matter will be referred to the Secretary or designee, whose decision on the matter will be final. The parties reserve all their rights and remedies under Florida law.

A.7. OTHER TERMS

A.7.1. Third Parties

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

A.7.2. Governance

The Lead Agency shall be a Florida corporation or a governmental entity with a principal office located in the geographic area served by the Lead Agency. All policy-making, management, and operational control of a non-governmental Lead Agency shall be vested in a self-perpetuating Board of Directors or a Committee of the Board of Directors whose membership shall meet the minimum requirements of s. 409.987(4)(b), F.S., which requires at least 51 percent of the membership of the board of directors consist of persons residing within the service area of the Lead Agency, and if a board committee governs the Lead Agency, 100 percent of its membership must consist of persons residing within the service area of the Lead Agency. The directors and officers of the Lead Agency shall have no business or financial ties to the Lead Agency, any of the providers that are part of the Lead Agency's provider network, or any suppliers that result in a personal financial gain to any director or officer. Service providers shall not maintain voting rights within the Board of Directors.-

A.7.2.1 Fiduciary Responsibilities

A.7.2.1.1. The members of the Board of Directors shall have a fiduciary duty to act in the best interest of the Lead Agency and its stakeholders, and in so doing, they shall adhere to the highest standards of care, loyalty, and good faith.

A.7.2.1.2 The Board shall exercise diligent oversight and approval of the Lead Agency's annual budget and spend plan. This oversight shall include but not be limited to, a review and approval process, which may involve meetings, discussions, and analysis of financial data. The Board shall ensure the approval process is compliant with section 409.987 F.S. and provides for long-term financial stability of the Lead Agency.

A.7.2.1.3 The Board shall exercise sound judgment in their decision-making related to the Lead Agency's financial and business operations, taking into consideration the Lead Agency's financial health and viability, direct services to children and families, and overall functioning of the system of care.

A.7.2.2 Disclosure of Conflicts of Interest

A.7.2.2.1 Each member of the Board shall promptly disclose, in writing, any potential conflicts of interest that they or any related parties, in which they have material interest, may have in connection to the Lead Agency's business. Such disclosures shall be provided in accordance with section 112.3145 , F.S. and shall be made to the full Board of Directors as well as the Contract Manager for this agreement.

A.7.2.2.2 In the event of a disclosed conflict of interest, the affected Board Member shall immediately abstain from participating in discussion and decisions related to the matter in which the conflict exists. Furthermore, the Board, as a whole, shall take appropriate measures to ensure that the conflicted member is not involved in any way in determination of any Lead Agency business for which the conflict exists.

A.7.2.2.3 The Lead Agency Board shall maintain records of all disclosed conflicts of interest and actions taken to address them with due consideration for confidentiality when required by law. These records shall be accessible to auditors, the Department, and other relevant parties as required by law.

A.7.3. Related Party Transactions and Conflict of Interest

A.7.3.1 The Lead Agency's Board of Directors shall establish uniform and consistent policies to address procurement requirements for any related party transactions which include, at a minimum, the prohibition of any conflicts of interest among the Lead Agency, its staff, its Board of Directors, and its subcontractors. Unless a justification is approved in writing by the Department, the Lead Agency shall not contract with a related party for management and administrative functions.

A.7.3.2: Through execution of this Contract, the Department considers all employees of the Lead Agency to be in positions of public trust, and therefore all employees, including executive employees and members of the Board of Directors, shall maintain standards of conduct in accordance with section 112.313(2), (3), and (7), Florida Statutes.

A.7.4 Unauthorized Aliens

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

A.8. FEDERAL FUNDS APPLICABILITY

A.8.1 The Lead Agency and its subcontractor(s) shall comply with all applicable federal and state laws, rules, and regulations as amended from time to time, that affect the subject areas of the contract, whether or not explicitly referenced herein.

A.9. CLIENT SERVICES APPLICABILITY

The Lead Agency shall comply with all applicable terms related to the provision of services under this contract for clients designated in Section B.4.

A.10. PROPERTY

There are no additional provisions to this section of the contract.

A.11. AMENDMENT IMPACT

There are no additional provisions to this section of the contract.

EXHIBIT B - SCOPE OF WORK

B.1. SCOPE OF SERVICE

The Lead Agency shall deliver a comprehensive array of child protection and child welfare services as defined in s. 409.986 and 409.988, Florida Statutes (F.S.) to children and families in the geographic area described in **Section B.3.1.**, while ensuring each child's safety, well-being and permanency.

The Lead Agency shall conduct all activities supported by this Contract in accordance with the Department's Invitation to Negotiate, and its response. Both Invitation to Negotiate and the response are hereby incorporated by reference and shall be maintained in the Lead Agency's and the Department's official files. The Contract shall control in the event of any conflict with the response.

B.2. MAJOR CONTRACT GOALS

In accordance with s. 409.986(1)(a), F.S., it is the intent of the Legislature that the Department of Children and Families provide child protection and child welfare services to children through contracting with community-based care Lead Agencies. It is the further intent of the Legislature that communities have responsibility for and participate in ensuring safety, permanence, and well-being for all children in the state. It is the goal of the department to protect the best interest of children by achieving the outcomes stated in s. 409.986(2), F.S., in conjunction with the community-based care Lead Agency, community-based subcontractors, and the Community Alliance. A community-based Lead Agency shall make every reasonable effort to deliver an array of services that are evidence-based, trauma-informed, and include:

- B.2.1.** Prevention services to prevent candidates for foster care from entering foster care.
- B.2.2.** Family Support Services for in-home cases in which there is a high or very high risk of future maltreatment.
- B.2.3.** Safety Management and Family Preservation Services for in-home cases.
- B.2.4.** Placement services for out-of-home care.
- B.2.5.** Youth and Young Adult Transition Services (Extended Foster Care, Aftercare, and Postsecondary Education Services and Support)
- B.2.6.** Adoption services.
- B.2.7.** Guardianship Assistance.
- B.2.8.** Well-being services to include transition services for young adults (including extended foster care and independent living), education, and health services.

B.3. SERVICE AREA/LOCATIONS/TIMES

B.3.1. Geographic Service Area - Services shall be provided in **TBD** counties. As provided in Rule 65C-30.018, Florida Administrative Code (F.A.C.), out-of-county services will be provided as agreed between contracted service providers. Such agreement shall include provisions that:

B.3.1.1. Out of County Services home studies shall be assigned within three business days of request from initiating county and completed within 30 calendar days of assignment, unless extenuating circumstances exist outside of the control of the Lead Agency in meeting the timeframe. All tasks shall be completed in compliance with other guidelines as set forth in Rule 65C-30.018, F.A.C.

B.3.2. Service under this Contract shall be provided 24 hours per day/7 days a week.

B.4. CLIENTS TO BE SERVED

Services are provided to children and families who need prevention services designed to prevent the removal of children considered candidates for foster care, family support services, family preservation and safety management services for families considered high or very high risk for removal of a child, out of home care, in-home supervision, independent living, case management services and out-of-home care placements,

guardianship assistance, adoption services and post-adoption services. Clients who qualify for services under this Contract shall be determined in accordance with the provisions of: Chapters 39, 63, 402 and 409, F.S., and Chapters 65C-15 through 65C-17, 65C-27 through 65C-30, 65C-33, 65C-35, 65C-38, and 65C-41 through 65C-46, F.A.C.; and Titles IV-B and IV-E of the Social Security Act. The Department shall make the final determination as to client eligibility for services. In the event of any disputes regarding client eligibility, dispute resolution, as described in **Section A.6.2** shall be implemented.

B.5. CLIENT ELIGIBILITY/CLIENT DETERMINATION

In accordance with s. 409.988(1)(a), F.S., the Lead Agency shall serve all children referred as a result of a report of abuse, neglect, or abandonment to the Department's central abuse hotline, including, but not limited to, children who are the subject of verified reports and children who are not the subject of verified reports but who are at moderate to extremely high risk of abuse, neglect, or abandonment, as determined using the department's risk assessment instrument, regardless of the level of funding allocated to the Lead Agency by the state if all related funding is transferred. The Lead Agency may also serve children who are considered candidates for foster care or whose parents have requested assistance.

B.6. EQUIPMENT

The Lead Agency shall comply with requirements related to the nonexpendable property obtained or transferred for services under this Contract as addressed in the "Lead Agency Tangible Personal Property Requirements" (**Attachment 1**).

B.7. CONTRACT LIMITS

B.7.1. Mitigating Financial Risk to The Lead Agency

B.7.1.1 The Community-Based Care Risk Pool established by s. 409.990(8), F.S., is used to mitigate the financial risk to eligible Lead Agencies.

B.7.1.2 If the Lead Agency that requests additional funding (from Community-Based Care Risk Pool funds or other budgetary process) either in excess of 5% of its current annual funding or for two consecutive years, as a precondition for receipt of the funding, an audit may be required. The Lead Agency may be required to comply with an audit performed by an independent firm chosen and paid for by the Department to evaluate the effectiveness of internal controls and efficient use of the organization's funding in performing the duties of this Contract. Additional circumstances for consideration by the Department in determining whether an audit is necessary, may include but is not limited to, concerns from the Risk Pool Committee, or the Lead Agency's failure to maintain its Financial Viability plan to achieve financial viability. Additional circumstances for consideration by the Department in determining whether an audit is necessary, may include but is not limited to, concerns from the Risk Pool Committee, or the Lead Agency's failure to maintain its Financial Viability plan to achieve financial viability.

B.7.1.3. Section 409.992, F.S., establishes Lead Agency expenditure guidelines. In accordance with s. 409.992(3), F.S., Lead Agency administrative employees may not receive a salary, whether base pay or base pay combined with any bonus or incentive payments, in excess of 150 percent of the annual salary paid to the Secretary of the Department of Children and Families from state-appropriated funds, including state-appropriated federal funds. This subsection does not prohibit any party from providing cash that is not from appropriated state funds to a community-based care Lead Agency administrative employee.

B.7.2. Compliance with all state laws and rules, and federal laws and regulations

The Lead Agency will comply with and ensure that all its subcontractors comply with all state laws and rules, federal laws and regulations, Department Operating Procedures (CFOP's) or Department-approved Lead Agency policies and procedures, Department policy memos, and Practice Guidelines, as they may be promulgated or amended. A partial list is available within the "CBC Authority and Requirements Reference Guide" (**Attachment 1**). The Lead Agency has an obligation to identify and understand all state laws and rules, federal laws and regulations and Department CFOPs. The Lead

Agency will comply with the Department's practice framework for conducting quality assurance reviews. Guidelines will be updated as necessary and posted on the Department's website. Department policy memos will be issued through the CM to the Lead Agency's designated official point of contact.

B.7.3. Policies and Procedures

The Lead Agency shall develop and shall maintain policies and procedures to execute duties under the resulting contract. Policies and procedures developed by the Lead Agency must be at least as restrictive of those included in any Department or federal statute, rule, or regulation. The Department will respond to the Lead Agency's request for policy approval within a reasonable time period in support of Lead Agency continuity of operations. Department-approved Lead Agency policies and procedures will be valid for the term of this Contract, updating as necessary to align with changes in statute, rule, or operating procedures. The Lead Agency shall submit, upon request, policies and procedures to the Department within five business days of the request.

The Lead Agency must annually provide written and published operating procedures determined by the Department that detail timelines and procedures to maximize the use of concurrent case planning, minimize the time to complete preliminary and final adoptive home studies, streamline data entry into the statewide child welfare information system, and reduce time to permanency.

B.7.4. Pending Litigation

The Department will consult with the Lead Agency regarding pending lawsuits that may affect services under this Contract but will have no obligation to the Lead Agency to undertake or change any position in any case. The Lead Agency shall comply with any requirements imposed by an applicable court order or settlement related to such lawsuits. Verified increases in costs resulting therefrom will be considered under **Section B.7.1**. The Lead Agency will notify the Department of all lawsuits related to this Contract or services, within ten calendar days of receipt of service.

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EXHIBIT C - TASK LIST

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

C.1. SERVICE TASKS

C.1.1. Safety

C.1.1.1. Prevention Services

The Lead Agency shall ensure access to prevention services, in accordance with Florida's Federally approved Title IV-E Prevention Plan.

C.1.1.1.1. Prevention services for candidates at imminent risk of entering foster care with a priority on services that utilize evidenced-based practices to prevent entry into foster care as designated in the federal Administration of Children and Families Title IV-E Prevention Services Clearinghouse (Clearinghouse) or other best practices.

C.1.1.1.2. The Lead Agency must select and implement at least one evidence-based program (EBP) from Florida's approved Family First Prevention Services Act (FFPSA) plan, based on the needs of their community, and follow all documentation and claiming requirements.

C.1.1.1.3. Participate in the creation of an annual Local Community Prevention Plan with your region, local community alliance, local school board, and other relevant stakeholders.

C.1.1.1.3.1. The Lead Agency is required, within 180 days of execution of this Contract, to establish lived experience councils for youth and parents, to provide the Department CM a plan and reasonable timeline for establishing lived experience councils for youth and parents, if not already in existence. The implementation of said councils must be finalized within 365 days of execution of this Contract. These councils must meet on a regular basis, at least quarterly, and each meeting shall have a formal agenda and minutes.

C.1.1.1.4 Services that divert from entry into the child welfare system or higher levels of care. These services may include family preservation and intensive in-home case management services or similar services.

C.1.1.2. Child Protection Tasks

The Lead Agency shall be responsible for Child Protection Tasks, including, but not limited to:

C.1.1.2.1. Delivery of foster care and services based on a trauma-sensitive individualized case plan developed pursuant to state and safety measurement standards, s. 39.6011, 39.6012, 39.6013, 39.602, and 39.603, F.S. Placements must be made in accordance with s. 39.001(1)(i), F.S., and Rule 65C-28, 65C-30, 65C-45, and 65C-46, F.A.C., and CFOP 170-11 Chapter 12.

C.1.1.2.2. All services must be documented in the child's child welfare information system master file.

C.1.1.2.3. Assignment of a Dependency Case Manager (Case Manager) to ensure availability of services upon removal of any child as a result of an investigation. The Dependency Case Manager shall be assigned as secondary to the case at shelter to ensure availability and linkage to services. Additionally, the Lead Agency shall ensure that all actions taken in relation to provision being made available for each specific service identified in the plan are documented in the child welfare information system. Should information that does not impact the safety determination be incomplete, the Lead Agency shall not delay taking primary assignment and responsibility for the case, provided the CPI has met the requirements outlined in F.A.C. 65C-30.002.

C.1.1.2.4. Collaboration in response to requests from the Department related to its coordination of child safety issues with Agency Health Care for Administration, Department of Juvenile Justice and Agency for Persons with Disabilities, and any other agencies that represent children or families in the system-of-care. The Lead Agency recognizes that certain children, who are at risk of abuse or neglect, cross multiple systems of care and multiple state agencies.

C.1.1.2.5. The Child Protective Investigator, or Case Manager, when case is already open to case management services, in coordination with the Lead Agency, shall conduct a trauma screening as soon as practical after a child is removed from his or her home, but no later than 21 calendar days after the shelter hearing. If indicated as appropriate or necessary by the trauma screening the Lead Agency must promptly refer the child to appropriate trauma assessment, which must be completed within 30 calendar days, and if appropriate, services and interventions as needed. To the extent possible, the trauma screening, the assessment, services and intervention, must be integrated into the child's overall behavioral health treatment planning and services.

C.1.1.3. Safety Management and Family Preservation Services

C.1.1.3.1. The Lead Agency shall provide family preservation services and formal safety management services to children who meet the requirements of Rule Chapter 65C-30, F.A.C., at the capacity necessary to meet the needs of the service area, including adequate availability during investigations and ongoing case management. Safety management services must be intensive and prioritize early in-home engagement.

C.1.1.3.2. The Lead Agency shall develop internal methods to evaluate the quality and effectiveness of the formal safety management services delivered.

C.1.1.3.3. The Lead Agency shall ensure that safety plans are managed following case transfer.

C.1.1.3.4. If, at any point during the investigation process, the CPI identifies a need for a Present Danger Safety Plan that cannot be accommodated by informal supports, the Lead Agency will facilitate access to an array of formal safety services.

C.1.1.3.5. The Lead Agency is responsible for working in partnership with the Department to fully implement and operationalize the Child Welfare Practice Model (CFOP 170-1).

C.1.2 Permanency

C.1.2.1. Adoption Services

Permanency is of utmost importance to ensuring a stable living environment for youth in care. The Lead Agency shall meet established federal and Department targets for achieving timely permanence. The Lead Agency shall deliver Adoption Services as outlined in Rule Chapter 65C-16, F.A.C., including, but not limited to:

C.1.2.1.1. The Lead Agency shall dedicate resources to the execution of, and work in conjunction with the Department on the implementation and ongoing management of local and state plans for the promotion of adoption, support of adoptive families, post adoption services and support, and prevention of abuse, abandonment, and neglect of children as outlined in s. 39.001(9) and (10), F.S.

C.1.2.1.2. Services designed to prepare children for adoption placement.

C.1.2.1.3. Recruitment of adoptive families for children who are difficult to place, and families that reflect the racial and ethnic diversity of children waiting for adoptive homes.

C.1.2.1.4. Input and maintenance of information on the adoption information section of the child welfare information system to include children waiting for adoption and approved adoptive families. In addition, the Lead Agency shall ensure that Explore Adoption (www.adoptflorida.org) is updated within 10 business days of a child becoming legally available for adoption. If information cannot be placed on these websites in a timely manner, the explanation shall be documented in the child welfare information system on a weekly basis until the website is updated. Further, the Lead Agency shall ensure that both the web memos and photos positively represent Florida's most vulnerable children.

C.1.2.1.5. Pre- and post-adoption support services to adoptive families, including services leading to, and after, finalization of the adoption. Examples include assessment of the child and family for needed services and supervision of the child in the adoptive home; referral to appropriate medical,

mental health, and behavioral management services; services pertinent to children with developmental disabilities, if applicable; and training and support group participation for the child and family. Within the limits of federal and state guidelines, the Lead Agency, acting as the provider of adoption services, is given the authority to obligate the Department when all parties have signed an adoption assistance agreement.

C.1.2.1.5.1. If the Department or its contracted provider has responsibility for placement and care of the child, the Lead Agency in the county where the court has jurisdiction is responsible for the adoption assistance agreement and paying the adoption subsidy, even if the child is placed in an adoptive home in another county.

C.1.2.1.5.2. If the Department or its contracted provider does not have responsibility for placement and care of the child, the Lead Agency in the adoptive parents' county of residence is responsible for determining whether the child meets the definition of difficult to place, entering into the adoption assistance agreement and providing adoption assistance benefits.

C.1.2.1.6. Designate staff responsible for developing and providing post-adoption services for families and ensuring a means of communication is in place to ensure that adoptive parents and adopted children know how to access these services. Provide information about services available to families requesting post-adoption support services. Examples of post-adoption support services include, but are not limited to: short term case management; the provision of support groups for adoptive parents and their adopted children; training and educational opportunities for adoptive families; assistance with financial needs through medical assistance; assistance with securing necessary mental health, behavioral, therapeutic and dental services pertinent to children with developmental disabilities, if applicable; and medical services for the adopted child. These services shall be documented in the child welfare information system as post-adoption services cases.

C.1.2.1.6.1. When a child adopted from foster care becomes an adult and request's identity information from his/her closed adoption/foster care record, the "Guidelines for Release of Children's Records" (**Attachment 1**) must be followed. An adopted child who was never in foster care should be referred to Florida's Adoption Reunion Registry for assistance.

C.1.2.1.6.2. Upon request from an adoptive family, updates for Adoption Assistance Medicaid shall be completed in the child welfare information system as well as the necessary interstate forms to establish Florida Medicaid for adoptive families who have moved to Florida with an adopted child who is receiving adoption assistance from another state. Interstate forms must also be completed for Florida families moving to another state.

C.1.2.1.7. Collecting, redacting (as necessary), and making available for the purposes of adoption, no later than at the time of the child's placement with the prospective adoptive parents, all documentation and information to fully disclose the history of each child to be adopted to the prospective adoptive parents, as required by s. 63.085, F.S., and Rule 65C-16.002, F.A.C.

C.1.2.1.8. Lead Agency shall annually provide written and published operating procedures that adhere to Department policies and procedures and detail timelines and procedures to maximize the use of concurrent case planning, minimize the time to complete preliminary and final adoptive home studies, streamline data entry into the statewide child welfare information system, and reduce time to permanency.

C.1.2.1.9. Lead Agency shall gather all information to complete the requirements for the child-specific section of the unified home study, excluding information related to any prospective caregiver, and enter that data into the child welfare information system of record no later than 90 days after the filing of a petition for termination of parental rights. If the prospective adoptive parent is the current

caregiver, the Lead Agency may complete the adoption home study after the filing of a petition for termination of parental rights

C.1.2.2. Placement Services

C.1.2.2.1. The Lead Agency shall develop and maintain, through at least annual updates, a Placement Array and Services Plan that demonstrates the agency has an adequate placement and services array to address the needs of children coming into care, in the least restrictive setting. This plan should increase community partnerships as well as ensure availability and timely coordination of service delivery. The plan must include, at a minimum:

C.1.2.2.1.1. The Lead Agency's methodology which identifies the target number of the specific placement types (relative and non-relative, levels I-V foster homes, at-risk, human trafficking, Behavior Qualified Residential Treatment Program (BQRTP), Qualified Residential Treatment Program (QRTP), Specialized Therapeutic Group Home (STGH), Statewide Inpatient Psychiatric Program (SIPP) and adoptive placements) needed based on the needs of the Agency's children in care, each fiscal year.

C.1.2.2.1.2. The Lead Agency's process for increasing their placement array, including but not limited to: relative and non-relative, licensed foster homes, and adoptive placements.

C.1.2.2.1.3. The Lead Agency shall collaborate with the Department and other stakeholders to develop and/or enhance other placements that may be needed to support the Lead Agency's population.

C.1.2.2.1.4. The results of such efforts regarding placement array for the previous year, including specific actions to be taken when the number of placements is not sufficient for the number of children in care, and in such instances, the plan shall also include the reasons for such gaps and actions taken in response.

C.1.2.2.1.5. An annual assessment of current services provided to meet the needs of children and families in the Lead Agency's system, identifying any needed services not presently provided and what would be required to provide the services. The assessment shall include a review of safety management services and evidence-based practices to address the complex needs of all children, including teens, and caregivers served within their local systems of care. Additionally, this assessment should consider:

C.1.2.2.1.6. The Lead Agency's processes to ensure collaboration and participation with local Continuums of Care (CoC), Department of Juvenile Justice, Agency for Persons with Disabilities, the Agency for Health Care Administration, the Managing Entity(ies), faith-based initiatives, Hope Florida, among others.

C.1.2.2.1.7. The Lead Agency, in collaboration with the Department, will identify gaps in services being provided and the reason for such gaps. The Lead Agency shall then develop a strategy for resolving the gaps in service, which shall be included in the plan.

C.1.2.2.1.8. The Placement Array and Services Plan shall be provided to the Department upon request.

C.1.2.2.2. The Lead Agency must deliver Placement Services in the least restrictive setting, including, but not limited to:

C.1.2.2.2.1. Providing of supervision and placement of children, 24 hours per day and 365 days per year.

C.1.2.2.2.2. Licensing family foster homes in accordance with s. 409.175, F.S., and Rule Chapter 65C-45, F.A.C.

C.1.2.2.2.3. Achieving and maintaining of licensure by the Department as a child-placing agency in accordance with s. 409.175, F.S and Chapter 65C-15 F.A.C. The Lead Agency shall not use

subcontracted providers who are not licensed as a child-placing agency to perform IV-E reimbursable services, including placement functions.

C.1.2.2.2.4. Ensuring the provision of the Child Health Check-Up, in accordance with Rule 65C-28.003, F.A.C., for children under the supervision of the Lead Agency.

C.1.2.2.2.5. Ensuring that every reasonable effort is made to perform diligent search and family finding services to secure, review, and approve all relative and nonrelative-placements under the Lead Agency's supervision in accordance with Rule 65C-38.002 and 65C-28.011, F.A.C. and compliance with s. 39.0138, F.S. and s. 39.5085, F.S. Placement of children must adhere to federal requirements for the least intrusive, best interest of the child, least disruptive placement with priority preference given to closest blood relative or adoptive relative (parents, siblings, grandparents, etc.). A home study must be completed and approved and included in the child welfare information system in accordance with Chapter 39, F.S., prior to placement of the child. Every reasonable effort must be made to perform diligent searches and family finding services as early as possible to locate family or fictive kin as a priority placement.

C.1.2.2.2.5.1. The Lead Agency shall ensure the placement of any child in a residential care setting is based on an assessment, as outlined in s. 39.523, F.S. and Rule 65C-28, F.A.C., of the child's needs and justification to support the decision to place a child in a residential care setting is documented in the child welfare information system prior to or within 30 calendar days after the placement is made, including the process for assessment and placement in a Qualified Residential Treatment Program. Short and long-term placement of any child in residential care settings must be thoroughly documented and maintained in the child welfare information system.

C.1.2.2.2.5.2. In the event the Lead Agency exercises the authority to deny any home the opportunity to provide out-of-home care to any child served under this Contract, justification to support that decision must be thoroughly documented and maintained in the child welfare information system.

C.1.2.2.2.6. Coordinating and collaborating with the Department's Interstate Compact on the Placement of Children office when working with children who are placed out of state or children who are being placed from another state. In carrying out these activities the Lead Agency shall comply with 42 U.S.C. 622, 629h, 670-679b, and the Interstate Compact on Adoption and Medical Assistance. The Lead Agency agrees to comply with future Interstate Compacts executed by Florida. The Lead Agency also agrees to designate an Interstate Compact on the Placement of Children (ICPC) Specialist in each area they serve, to expeditiously gather information and process necessary documentation to initiate home studies pursuant to the ICPC and monitor their progress through the Florida ICPC office. The ICPC Specialist, upon notice of the ICPC request, will provide this service for the life of the case, including immediately after a child is sheltered, regardless of whether the case has been transferred to case management or whether a Case Manager is assigned secondary on the case.

C.1.2.2.2.7. Ensuring placement assessments are conducted on all children in out-of-home care in accordance with s. 39.523(2), F.S. and Rule 65C-28F.A.C.

C.1.2.2.2.8. Collaborating with the Indian Child Welfare Tribe and consulting with Children's Legal Services (CLS) regarding issues related to compliance with the provisions of the Indian Children Welfare Act. Comply with 25 U.S.C. 1901 et seq., and Rule 65C-28.013, F.A.C. Placement of an Indian child shall be made in accordance with the placement preferences outlined in the Act. The Indian child's parent or Indian custodian and his or her tribe shall be notified of all legal and case planning activities. Ongoing efforts to communicate with the tribe and providing tribes notice of all judicial hearings and case planning reviews and be kept informed of changes in the status of the case.

C.1.2.2.2.9. In accordance with the Multi-Ethnic Placement Act of 1994 and the Small Business Job Protection Act of 1996, Section 1808, Removal of Barriers to Interethnic Adoption, the lead agency

will diligently recruit prospective foster families that represent the racial and ethnic diversity of Florida's foster care population. To ensure such diligent recruitment, the Lead Agency will utilize culturally and linguistically appropriate competency and awareness during recruitment as required under Rule 65C-45.002(10), F.A.C., for all levels of licensure. The Lead Agency will develop and secure services to assist in the recruitment of such prospective foster families that reflect the diversity of Florida's foster care children, including, professional services for document translation, pre-service and in-service training translation, and translators for the application process and after licensure.

C.1.2.2.2.10 In accordance with 409.1415(2)(b)3.f., F.S., Lead Agency shall provide information and support, which may include, but need not be limited to, consultation, coaching, training and referrals to services, to the caregiver of the child to help the caregiver respond to and care for the child in a trauma-informed and therapeutic manner.

C.1.2.2.2.11 In accordance with 409.175(3), F.S., the Lead Agency shall complete an overcapacity assessment when seeking to place children in licensed foster homes that exceed the capacity limitation. The Lead Agency will submit over-capacity waiver requests to the Department's Licensing Office and shall place children in the foster home only after receiving approval from the Department, as outlined in F.A.C. 65C-45.015.

C.1.2.3. Guardianship Assistance Program (GAP)

The Lead Agency shall deliver the GAP tasks, including but not limited to:

C.1.2.3.1. Registration of information on the Guardianship Assistance Program Eligibility section of the child welfare information system to include GAP eligibility. In addition, the Lead Agency shall document the completion of GAP eligibility redetermination on an annual basis and maintain any updates to the GAP page on a continual basis.

C.1.2.3.2. Within the limits of federal and state guidelines, the Lead Agency, acting as the provider of a GAP, is given the authority to obligate the Department when all parties have signed a guardian assistance agreement and extension of guardianship assistance agreement. The guardianship assistance agreement and extension of guardianship assistance agreement is binding until the child reaches age 18 or 21, if the family opts into the extension of GAP, it is determined that the guardian is no longer legally responsible for the child, or it is determined that the guardian is no longer providing support to the child. The agreement cannot be altered unless the guardian concurs.

C.1.2.3.3. Designated staff responsible for developing and providing services through the Guardianship Assistance Program for families and ensuring communications are in place so that guardians and children know how to access these services.

C.1.3. Well-Being

C.1.3.1. Education

The Lead Agency shall dedicate resources to the execution of, and take the lead on, the implementation and ongoing management of local action plans for the early development and education of children in out-of-home care. The goal of the local action plan is to improve the educational, employment and life skill outcomes for children and will address the need to identify any barriers that stand in the way of their doing well in school and work. The plan should also include assisting young children in school readiness, including access to quality childcare, Early Head Start or Head Start, early childhood special education, Early Steps, and other early development and learning opportunities.

C.1.3.1.1. Ensure stability of children in their same school if reasonably possible, unless remaining in the school of origin is not in the best interests of the child, in compliance with 20 U.S.C. 6311(g)(1)I. Document and upload in the child welfare information system and provide to the child's school the factors considered in determining whether a child remaining in the school of origin is in the child's best interest, in compliance with 20 U.S.C. 6311(g)(1)(E). The decision-making for determining

whether it is in the child's best interest to remain in the school of origin shall include input from the child welfare professional, school representative, guardian ad litem, child and child's parent of guardian.

C.1.3.1.2. Include the local school district's point of contact in all staffings that may affect the child's school stability, in compliance with 20 U.S.C. 6311(g)(1)(E).

C.1.3.1.3. Provide at each judicial review, information on the child's educational progress as well as reasons for school change as appropriate.

C.1.3.1.4. The Lead Agency must make every effort to assist the enrolling school in obtaining the child's records and provide the school all educational records available to the Lead Agency. The Lead Agency shall designate a point of contact to collaborate with the local school district's point of contact to ensure school stability for children in out-of-home care.

C.1.3.1.5. Collaborate with school districts and individual schools to minimize delay in enrollment, delay in records transfer, loss of credits, truancy, disciplinary actions, school dropout, etc.

C.1.3.1.6. Ensure compliance with the s. 39.604 F.S., also known as the Rilya Wilson Act, for children attending daycare. A child from birth to the age of school entry, who is under court-ordered supervision or in out-of-home care and is enrolled in an early education childcare program must attend the program five days a week unless the court grants an exception due to the court determining it is in the best interest of a child.

C.1.3.1.7. Minimize disruptions to secure attachments and stable relationships with supportive caregivers of children from birth to school age and to ensure that these attachments are not disrupted due to placement in out-of-home care or subsequent changes in out-of-home placement. A child must be allowed to remain in the childcare or early education setting that he or she attended before entry into out-of-home care if reasonably possible, unless remaining is not in the best interests of the child.

C.1.3.1.8. Work toward readiness of children to learn when entering school.

C.1.3.1.9. Promote, encourage, and facilitate full participation, where possible in extracurricular activities if youth desires.

C.1.3.1.10. Support active student involvement in their educational planning.

C.1.3.2. Services for Transitioning Youth and Young Adults

C.1.3.2.1. The Lead Agency shall provide or coordinate the provision of life skills assessments, daily living skills and other transitional type services, to include transition planning for youth receiving the Department's protective supervision. These provisions shall continue for young adults participating in Extended Foster Care (EFC). At a minimum, transition planning and life skills assessments for youth shall begin at age 16, or on the date in which youth entered out-of-home care, whichever is latest.

C.1.3.2.2. The Lead Agency shall provide or coordinate the provision of EFC, Postsecondary Education Services and Support, and Aftercare Services within funds available through this Contract.

C.1.3.2.3. The Lead Agency shall comply with National Youth in Transition Database mandatory data collection requirements and assist in the coordination of youth and young adult survey completion.

C.1.3.2.4. The Lead Agency shall assist with other youth and young adult surveys coordinated by the Department.

C.1.3.2.5. Lead Agency is required to develop and maintain a written plan describing the scope, approach, and methods specific to serving youth and young adults in transition, pursuant to 39.6035 and 409.1451 F.S. The plan should include development of staff competency and development of supportive housing. This plan shall be developed with community stakeholders and shall ensure

individuals with lived experience are included in the planning process. The plan must identify the methods used to provide lived experience input into the planning process.

C.1.3.3. Health Services

The Lead Agency is responsible for ongoing oversight and coordination of health care services, including, but not limited to, medical, dental, psychiatric, behavioral, and emotional needs, for children in licensed and unlicensed out-of-home care. The Lead Agency shall designate a team of staff to address health service's needs, to ensure the oversight and coordination of health care services.

C.1.3.3.1. The Lead Agency shall work with the Department in developing an approach to ensure compliance with the Health Care Services outlined in 42 U.S.C. 6422(b)(15)(A) and Chapter VIII of the "Florida's Health Care Oversight and Coordination Plan" (**Attachment 1**). The Lead Agency shall work with the Department's regional staff and the Agency for Health Care Administration for the coordination of health care services. The Lead Agency shall be responsible for the ongoing case management to coordinate access of the health care services for children in out-of-home care within geographical service area described in **Section B.3.1**.

C.1.3.3.2. The Lead Agency shall determine suitability of dependent children for placement or maintenance in residential treatment for mental health conditions in accordance with the "Suitability for Residential Placement Guidelines," "60-Day Review of Suitability of a Child for Residential Treatment", and the "90-Day Assessment of Suitability of a Child for Residential Treatment" (**Attachment 1**). The staff addressing health service's needs (referenced in **Section C.1.3.3.**) in each CBC must review and complete the current providers training located on their website to ensure proper procedures and requirements are being assessed and completed.

C.1.3.3.3. Children's Mental Health Child Welfare Wraparound Funding. The Lead Agency shall ensure delivery of children's mental health services with funds identified in **Section F.1.3.3** of this Contract for this purpose. To ensure the Purchase of Therapeutic Services for Children (100806) funds are being spent as required, the Lead Agency will comply with the "Purchase of Therapeutic Services for Children (100806 Funds) Guidance Document" (**Attachment 1**).

C.1.3.3.4. Section 65C-35.012(2), F.A.C., requires Pre-Consent Reviews be required to be completed on all children 17 years of age and younger who are prescribed two or more psychotropic medications. Additionally, all psychotropic medications shall be administered in strict accordance with law.

C.1.3.4. Father Engagement Specialist

The Lead Agency shall ensure that it is addressing the unique needs of fathers of children who are served by the Lead Agency by implementing the following, as detailed in section 409.988(1)(n), F.S., by:

C.1.3.4.1. Conducting an initial assessment of its engagement with fathers and provision of and referral to father-oriented services for fathers of children who are served by the Lead Agency within sixty (60) calendar days of execution.

C.1.3.4.2. Utilizing a father-engagement specialist, pursuant to section 409.988(1)(n)1.c., F.S.

C.1.3.4.2.1 The father-engagement specialist shall, at a minimum, build relationships with fathers, help identify the needs of fathers, assist fathers in accessing services, and communicate with the lead agency about the challenges faced by these fathers and how to appropriately meet their unique needs.

C.1.3.4.2.2 The Lead Agency shall prioritize hiring individuals who have faced experiences similar to the fathers who are being served by the Lead Agency for selection as a father-engagement specialist.

C.1.3.4.3. Creating, and submitting to the Department, an action plan to address any gaps identified through the assessment in **Section C.1.3.4.1** within thirty (30) calendar days of assessment completion. Whenever possible, this action plan shall include integrating services or referrals with

providers receiving grants through the Department's Responsible Fatherhood Initiative.

C.1.3.4.4. Implementing the action plan.

C.1.3.4.5. Annually reporting, pursuant to section 409.997, F.S., to the Department the activities that the lead agency performed to meet the needs of fathers as required under section 409.988, F.S., including at minimum:

C.1.3.4.5.1 How the Lead Agency is meeting the needs of fathers;

C.1.3.4.5.2 Helping fathers establish positive, stable relationships with their children; and

C.1.3.4.5.3 Assisting fathers in receiving needed services.

C.1.3.5. Early Childhood Courts (ECC)

The Lead Agency shall utilize the Early Childhood Courts (ECC) funding allocation to support the following examples of maintenance, expansion, or establishment for ECCs.

C.1.3.5.1. Trainings.

C.1.3.5.2. Positions that support ECC operations.

C.1.3.5.3. The cost of travel, including but not limited to, compensation for providers to attend monthly family team meetings and hearings.

C.1.3.5.4. Psychiatric evaluations.

C.1.3.5.5. Interpreters.

C.1.3.5.6. Residential treatment beds for parents and children.

C.1.3.5.7. Payment for services such as Child-Parent Psychotherapy (CPP), domestic violence/intimate partner violence identified services, or other services identified by the ECC Team.

C-1.3.5.8. Incidental costs such as bus passes, drug screens, and supplies to support the ECC program.

C-1.3.5.9. Additional services or commodities with prior approval by the Contract Manager.

C.1.4. Management

C.1.4.1. Licensing Tasks

The Lead Agency shall perform Licensing Tasks, including, but not limited to:

C.1.4.1.1. Compliance with licensing requirements as described in s. 409.175 and s. 409.145, F.S., Chapter 65C-45, F.A.C., CFOP 170-11, Chapters 12, Foster Home Licensing, and 42 U.S.C. §671(a)(20)(B)(i)-(ii).

C.1.4.1.2. If the Lead Agency elects the Attestation Model for either initial or re-licensure or both, then the Lead Agency shall follow all provisions as outlined in Rule 65C-45, F.A.C. The Lead Agency will review and approve all initial and re-licensing packets for all its subcontracted agencies responsible for licensure and supervision of foster home licensing and make a recommendation to the Department to issue an approval or denial of an initial license, or renew, revoke or modify an existing license.

C.1.4.1.3. The Lead Agency agrees to complete the Licensing/Relicensing Checklist in the child welfare information system for all licensed foster care providers at the time of initial licensure and re-licensure.

C.1.4.1.4. Recommend that the Department issue or deny an initial license or renew, revoke, or modify an existing license. If the Department is unable to approve the application for re-licensure prior to the expiration of the license, due to the lack of supporting documentation and/or the

completion of the attestation form, the Lead Agency will staff the case with regional Department licensing staff to determine placement options for children placed in the home.

C.1.4.1.5. Consult with the Department's regional licensing office prior to recommendation to revoke, suspend, or deny a license and shall provide enough information to support the recommendation, as required by Rule 65C-45, F.A.C., and CFOP 170-11 Chapter 12. In the event the Lead Agency exercises the authority to deny any home the opportunity to provide out-of-home care to any child served under this Contract, justification to support that decision must be thoroughly documented and maintained in the child welfare information system.

C.1.4.1.6. Review foster care referrals that do not meet the legal definition of abuse, neglect, or abandonment, but which reflect licensing complaints about the conditions or circumstances that occur within a foster home where a dependent child under the supervision of the Lead Agency is placed. The Lead Agency with jurisdiction shall document the review in the child welfare information system; and will assist the Department's regional licensing staff with the review of intakes with allegations against staff at group homes or foster parents who are under contract with the Lead Agency and located within the service delivery area. The Lead Agency will also respond to the conclusions of any such reviews and identify any corrective action needed. When a child of the lead agency is placed in a foster home that is not within the service area, the lead agency must coordinate with the lead agency that has oversight of the foster home, to ensure the complaint and concern is addressed.

C.1.4.1.7. Develop a corrective action plan with the family foster home as required by Rule 65C-45, F.A.C., and CFOP 170-11 Chapter 12. The plan shall be developed by the supervising agency in conjunction with the licensed out-of-home caregivers and shall be approved by the Department's regional licensing staff.

C.1.4.1.8. Provide copies of licensing records to the Department, within five business days, when requested.

C.1.4.1.9. Collaborate with the Department to assess the licensing functions within the system of care to ensure appropriate oversight of foster care referrals. Upon completion of the assessment, the Lead Agency will work in collaboration with the Department to reallocate resources, if necessary, to support appropriate functions of the licensing process within the system of care to ensure all functions are maintained appropriately.

C.1.4.1.10. Utilize the Department's licensing system to ensure consistent data sharing with the Department and transparency in the licensing process.

C.1.4.2. Quality Assurance (QA) and Continuous Quality Improvement (CQI)

The Lead Agency is responsible for the quality of services provided directly by the Lead Agency and services provided by sub-contracted agencies and the direct service with which the Lead Agency has a direct contractual relationship. The Lead Agency shall operate a comprehensive QA/CQI program to address oversight and accountability of the child welfare services continuum. The Lead Agency shall ensure there is capacity and resources to sustain ongoing CQI processes, including designated CQI staff. All activities shall comply with guidelines provided by the Department. The Guidelines for completing case reviews will be updated as necessary and posted on the Department's website. If the Lead Agency objects to implementation of a new provision of an element of the Department's Operating Procedures for Quality Reviews, the Chief Executive Officer shall, within 30 days of receipt of Department notice thereof, identify, in writing, the basis for such objection which shall include the impact to the provision of services for all children or increased financial obligation that cannot be met. The Department will respond to such objection prior to implementation. If the Department determines that it will still seek implementation of the contested provision, the Lead Agency may seek review by the Quality Review Director. If the parties do not agree to the resolution, the issue may be escalated to the Assistant Secretary for Quality and Innovation, who will be the final decision-maker on the issue.

C-1.4.2.1. The Lead Agency shall aggregate and analyze results from quality assurance reviews conducted and incorporate the analysis and findings in the annual performance report and continuous quality improvement plan.

C-1.4.2.2. The Lead Agency shall attend quarterly meetings and monthly conference calls with the Department to collaborate on federal and state QA and CQI initiatives.

C-1.4.2.3. The Lead Agency shall collaborate in special reviews as deemed necessary.

C-1.4.2.4. The Lead Agency shall require new QA reviewers to attend QA Training within six (6) months of hire.

C-1.4.2.5. The Lead Agency shall ensure staff levels are maintained as required.

C.1.4.3. Other Service System Tasks

C.1.4.3.1. At the request of the Department, the Lead Agency shall provide performance information or reports other than those required by this Contract to a single point of contact designated by the Department.

C.1.4.3.2. As required by s. 409.988(1), F.S., the Lead Agency shall identify an employee to serve as a liaison with the Community Alliance and community-based and faith-based organizations interested in providing services to the children and families served by the Lead Agency. The Lead Agency shall ensure that appropriate Lead Agency staff and subcontractors are informed of the specific services or assistance available from community-based and faith-based organizations and shall provide a briefing on the status of its operation, when requested.

C.1.4.3.3. If conditions exist that could possibly interrupt service delivery, the Lead Agency shall notify the Department as soon as such condition is known to the Lead Agency.

C.1.4.3.4. The Lead Agency will pay the cost (and ensure its subcontractors pay the cost) of background screening for their respective employees, foster and adoptive parents, and relative and non-relative caregivers providing care for children for placements they have initiated. The Lead Agency is responsible for ensuring employees, including subcontracted providers, are of good moral character and appropriately background screened as required by s. 39.001(2), F.S. Background screening shall include, but not be limited to, fingerprinting for State and Federal criminal records checks through the Florida Department of Law Enforcement (FDLE) and Federal Bureau of Investigation (FBI), child abuse record checks through the Department, and local criminal history checks through local law enforcement agencies. The Lead Agency will be responsible for ensuring all volunteers and mentors within the Lead Agency's service area who are working within the system of care under the direct control of the Lead Agency, including subcontracted providers and purchase of service direct care providers, are appropriately background screened. Volunteer is defined as any individual who assists for more than 10 hours per month or any individual who assists on an intermittent basis for less than 10 hours per month but is not in the line of sight of a person who meets the screening requirements of this section. The Lead Agency is also responsible for establishing local protocols for background screening of informal safety plan providers as a result of safety plan modifications after case transfer. Criminal history checks of informal safety plan providers are limited to state and local records which do not require fingerprints.

C.1.4.3.5. The Lead Agency and its subcontractors shall comply with the foster care room and board rate cost of living increase in accordance with s. 409.145(3), F.S. Foster care room and board rates that exceeded the Department approved rates must be submitted to the Department for approval.

C.1.4.3.6. The Lead Agency must provide translation services for families who do not speak English and are hearing impaired as required in Section 35.i.

C.1.4.4. General

C.1.4.4.1. The Lead Agency shall implement policies and procedures and monitor compliance to ensure that the provision of all services is fully documented in the child's master file in the child

welfare information system. For standard case work, the Lead Agency shall ensure that the child welfare information system is updated within two working days of any changes known to the Lead Agency or its Case Management Organizations (CMOs).

The delineation of the child welfare information system documentation responsibilities between the Lead Agency and Department or designee, is to be negotiated within the Circuits and updated as determined by each Circuit. A Circuit specific case transfer protocol will always be in place and will include communication with Children's Legal Services or its contracted agency per Circuit. The President/CEO of the Lead Agency and the Regional Child Protection Director shall confer regarding the delineation of the child welfare information system documentation responsibilities under this section if the parties are unable to agree. The Department Assistant Secretary for Child and Family Well-Being or designee will make a final determination.

C.1.4.4.2. The Lead Agency shall comply with all activities related to information systems in accordance with the "CBC Information System Requirements" (**Attachment 1**) and participate in CCWIS planning and implementation activities as requested by the Department.

C.1.4.4.3. The Lead Agency shall submit a list of all external systems that contain CCWIS data to the Department by December 1st of each year to ensure the Department is meeting CCWIS rules and regulations of consistent usage and not being duplicative 45 CFR 1355.52(d)(2)(iv). This list of external systems shall contain:

C.1.4.4.3.1. The purpose of the external system.

C.1.4.4.3.2. Information regarding if it exchanges data with other systems.

C.1.4.4.3.3. Information on any automated functions this external system may have.

C.1.4.4.3.4. Information on how the system meets CCWIS Data Quality requirements 45 CFR 1355.52(d)(1) and (d)(2).

C.1.4.4.3.5. The annual operating costs of maintaining this external system.

As part of CCWIS Data Quality rules and regulations, pursuant to 45 CFR 1355.52(d), the Lead Agency shall also participate in all DCF biennial data quality review statewide activities and conduct data quality reviews on their external system(s) and their contents.

C.1.4.4.4. The Lead Agency and its subcontractors shall be responsible for ensuring that all mobile devices used to connect to the Department's network or systems will have appropriate security measures implemented per requirements in Rule 60GG-2.003, F.A.C., and CFOP 50-2 Chapter 4 to protect all data.

C.1.4.4.5. The Lead Agency shall ensure transportation of children under the supervision of the Department in out of home care to meet each child's safety, well-being, court attendance, and permanency needs. The Lead Agency shall comply with the provisions of Chapter 427, F.S., Part I, and Chapter 41-2, F.A.C., if public funds provided under this Contract will be used to support client transportation.

C.1.4.4.6. The Lead Agency and its subcontractors shall maximize the use of federally funded programs such as Title XIX Medicaid, Title II or XVI Social Security Temporary Assistance for Needy Families (TANF), Title IV-E foster care, Title IV-E or TANF, guardianship assistance, and Title IV-E or TANF adoption by following procedures outlines in CFOP 170-15. The Lead Agency will cooperate in the Department's efforts to maximize such funds. The Lead Agency and its subcontractors shall maintain supporting documentation of client eligibility in FSFN and cooperate with federal and state audits. Failure to obtain sufficient funds may result in a corresponding reduction of the total amount paid under this Contract.

C.1.4.4.6.1 The Lead Agency shall conduct monitoring of Title IV-E foster care maintenance payments, title IV-E maintenance adoption subsidy and TANF maintenance adoption subsidy.

C.1.4.4.6.1.1. The Lead Agency shall develop and implement an annual monitoring plan that addresses oversight and accountability of accurate federal funding eligibility. This plan shall be submitted annually to the Department's CM, by October 15, for review and approval prior to execution of the plan by the Lead Agency. The plan must outline the mechanism for whom and when the reviews will be performed during the federal fiscal year, a description of the child welfare information system data source to be used to capture the sample population and when the sample size will be established, identify the six-month period under review for foster care reviews, and the period under review for adoption reviews. The plan must indicate that separate samples will be drawn as for each funding source separately. A statistically valid sample with a 90% / 10% confidence level with a 50% response distribution shall be used for Title IV-E Foster Care and Title IV-E Adoption cases. For the TANF Adoption case reviews, a minimum of 10% of the population must be reviewed. See **Attachment 2-** Federal Funding Annual Eligibility Monitoring Plan Template.

C.1.4.4.6.1.2. Conduct file reviews annually using the Department developed review tools in accordance with the Department approved Plan. To assess the variability of practice, purposive samples may be selected rather than pure random sampling. Action shall be taken during the review process to ensure supporting documentation exists in the child welfare information system for the eligibility determination made and to ensure accurate claiming.

C.1.4.4.6.1.3. Compile and submit a monitoring report no later than September 30, annually. The report must include the number of error cases, a summary of each error case, actions taken to address each error case, outcome of each error case, population sizes to support the sample size, accuracy rate, and recommendations for improvements. The summary shall be submitted to the Department's CM. (See **Attachment 2-** Federal Funding Annual Eligibility Report Template)

C.1.4.4.6.1.4. The Lead Agency shall submit an application for Supplemental Security Income with the Social Security Administration for a child in which a foster care maintenance payment is being issued, for a child with a physical or mental impairment which results in severe functional limitations and can be expected to result in death or has or can be expected to last for a continuous period of not less than 12 months.

C.1.4.4.7. The Lead Agency shall ensure that the services identified in **Exhibit B**, Scope of Work, are provided in a family-driven, trauma-informed, youth-guided, culturally and linguistically responsive, and integrated manner regardless of the county of origin.

C.1.4.4.8. The Lead Agency shall administer the fee collection process for clients under its care in accordance with the laws, rules, and policy specifically addressing the responsibilities of representative payee for social security funds paid on behalf of any child served under this Contract. This includes establishing a depository bank account and becoming the representative payee of the clients. Funds received will be assessed maintenance fees, in accordance with s. 402.33, F.S., and those fees will be transferred to the Department within 30 calendar days of receipt. The Department will return the applicable portion of the deposits made to the Operations and Maintenance Trust Fund of the Department, as appropriated by the Legislature to the Lead Agency under this Contract for services provided to the client(s) and subsequently invoiced to the Department. Funds in excess of the assessed fees to the client(s) will be retained in the Client Trust Fund and administered on behalf of the client(s) by the Lead Agency as Representative Payee in accordance with the terms of this Contract.

C.1.4.4.9. The Lead Agency shall assume all responsibilities for administration of the personal property and funds of clients, as required by s. 402.17, F.S., and Chapter 65C-17, F.A.C. the child welfare information system shall be the official system of record for Trust Fund. Department personnel or their designees may review all records relating to this section upon request. Any shortages of client funds that are attributable to the Lead Agency shall be repaid, plus applicable interest, within one week of the determination. Any shortages that are not repaid in accordance with

this section will be recovered by the Department by deducting the amounts owed from subsequent payments to the Lead Agency for services provided under this Contract.

C.1.4.4.10. Transition Plan

The Lead Agency shall submit a draft transition plan in accordance with "CBC Expiration/Termination Transition Planning Requirements" (**Attachment 1**) within 30 days of termination notice from either the Department or the Lead Agency and shall modify this plan in response to concerns raised by the Department. The Department may review this plan throughout the life of the contract, but this plan will receive final Department approval therefore at least nine months prior to any contract ending date unless notified by the Department that it intends to renew or extend the contract. This transition plan must include, at a minimum, the information included in the Department's Transition Plan Template.

If a new provider has been awarded a contract, the Lead Agency will meet with the Department and the new provider within 14 business days after award to update the Department approved transition plan. To remain in compliance with F.S. 409.987, the Lead Agency must be organized as a Florida corporation or a governmental entity. Additionally, the Lead Agency shall ensure completion of any and all outstanding duties, obligations, and responsibilities under this Contract and applicable law. If the completion of transition to a new provider has not successfully occurred before the end date of this Contract, the Lead Agency will agree to s. 287.057(13), F.S., extensions of this Contract requested by the Department until transition to the new provider is complete as determined by the Department.

This transition plan must include a protocol prior to the transfer of responsibility for any Client Trust Fund assets. The transition plan must account for oversight of all sub-contractors. The transition protocol shall not be implemented until written authorization is received from the Social Security Administration which establishes the Lead Agency as the Representative Payee for eligible clients served under this Contract.

C.1.4.5. Coordination with Other Providers and Entities

C.1.4.5.1. The Lead Agency shall work in partnership with local agencies on the implementation and ongoing management of local interagency or working agreements. The Lead Agency will have the right to review any relevant, included interagency or working agreements in advance of execution.

C.1.4.5.2. The Lead Agency shall establish partnerships, which may include written agreements, with local organizations and providers of services (e.g., Continuums of Care, workforce development boards, etc.) necessary to ensure a local comprehensive child welfare system of care.

C.1.4.5.3. The Lead Agency shall establish and maintain working agreements to include joint operating procedures with entities providing child protective investigations in counties served by the Lead Agency under this Contract.

C.1.4.5.4. The Lead Agency shall assist the Department's staff in developing interagency working agreement(s) with Federally Qualified Health Care Centers or Rural Health Care Centers that are located in its area of operation to address at least the following areas where applicable: dental services for children and families; medical and behavioral health care services for children and parents, including for parents without health care insurance coverage; nursing case management and health care coordination; and supportive services, such as transportation. The Lead Agency may be granted an exemption from this requirement if it can show the Department's regional staff that it has an alternative plan in place that addresses all the foregoing areas.

C.1.4.5.5. The Lead Agency shall work in partnership with the Department and its local Managing Entity to build a recovery-oriented system of care using the principles and values of the Recovery Oriented System of Care (ROSC). In addition to the development and implementation of a working agreement addressing the integration of child welfare and behavioral health, in accordance with the Managed Entity's Guidance 19 Integration with Child Welfare, the provider will take an active role in

participating in activities and trainings led by the Managed Entity, in an effort to improve child welfare outcomes.

C.1.4.5.6. The Lead Agency shall participate in local leadership meetings formed to strengthen integration between child welfare and behavioral health focused on ensuring increased and more timely access to behavioral health supports for children in foster care and their parents or caregivers. The Lead Agency shall collaborate with the respective Managing Entity contracted to serve their respective area to improve timely and thorough screening and assessment of parents, engagement, and retention in treatment; and improve access to services. The Lead Agency will work with the Department and the Managing Entities to share data and set joint accountability measures to improve parental services. The Lead Agency will work with the Department and the Managing Entities to complete the inventory of available services outlined in F.S. 39.523(4)(b) specifically related to behavioral health and parenting services, develop a plan for filling any identified gap(s) and implement the strategies associated.

C.1.4.5.7. The Lead Agency shall participate in regional, local and community level task forces related to human trafficking, shall comply with the requirements of Chapter 65C-43, F.A.C., and shall ensure access to specialized service programs for minor victims of commercial exploitation, based on the victim's individual needs.

C.1.4.5.8. The Lead Agency shall work with the Department's regional criminal justice staff to establish and maintain working agreements with all local law enforcement agencies contained within the Lead Agency's service area. These working agreements shall clarify the roles, responsibilities, and information-sharing requirements as they relate to the reporting, investigation, missing children staffing and recovery of missing children. The Lead Agency will also ensure that it has provided and continually updates all law enforcement agencies contained within the Lead Agency's service area with 24-hour Lead Agency contact information.

C.1.4.5.9. The Lead Agency shall be bound by and comply with and shall require its subcontractors to comply with the terms of the **Attachment 3** entitled "Children's Legal Services" which shall govern the relationship of the parties relating to the interaction between the Lead Agency and its subcontractors and the Department through CLS.

C-1.4.5.10. The Lead Agency, in conjunction with the local Family Intensive Treatment service providers subcontracted by the Managing Entities, shall participate in statewide, regional, and local meetings, shall collaborate in joint trainings, and shall coordinate attendance in court hearings and case transfer staffings.

C.2 ADMINISTRATIVE TASKS

C.2.1. Staffing

C.2.1.1. Staffing Requirements

C.2.1.1.1. The Lead Agency and its subcontractors shall continuously endeavor to provide an adequate number of qualified and trained staff to provide the services stipulated in this Contract.

C.2.1.1.1.1 Targets may be established by the Department based on an industry standard of client to case management ratio. Any targets established for this measure will be codified in a subsequent contract amendment.

C.2.1.1.1.2. The Lead Agency shall develop and maintain a plan to maximize employee retention and annually assess the effectiveness of such workforce retention efforts.

C.2.1.1.2. The Lead Agency shall ensure that its pertinent staff, and any pertinent subcontractor staff and volunteers, meet the qualification, screening and training/certification requirements as required by Chapters 65C-46 or 65C-15, F.A.C., s. 435.04, 402.40, 402.731, and 491.012, F.S., and 42 U.S.C. §671(a)(20)(B)(i)-(ii). Certain persons may be disqualified from Lead Agency or subcontractor employment or volunteer work as provided below:

C.2.1.1.2.1. If the Lead Agency or a subcontractor becomes aware that an employee or volunteer has been arrested for a disqualifying offense, the employer must conform to its own Department-approved human resource policies until the arrest is resolved in a way that the employer determines that the employee is still eligible for employment under Chapter 435, F.S.

C.2.1.1.2.2. The Lead Agency or subcontractor must either terminate the employment of any of its personnel, or terminate the use of a volunteer, found by background screening to be noncompliant with the minimum standards of Chapter 435, F.S. or good moral character requirement contained in s. 409.175, F.S., or place the employee or volunteer in a position for which background screening is not required unless the employee or volunteer is granted an exemption from disqualification pursuant to s. 435.07, F.S.

C.2.1.1.3. The Lead Agency shall not knowingly engage any current or former employee of the Department where such employment conflicts with s. 112.3185, F.S.

C.2.1.1.4. The Lead Agency or its subcontractor shall conduct a reference check of any current or former Department or any Lead Agency or subcontractor employee who applies and is being considered for employment, prior to the appointment of the individual. In accordance with CFOP 60-70, Chapter 1, 1-4.c. (Employee Separations and Reference Checks), a reference check of a current or former Department employee shall include the review of their personnel file maintained by the Department, specifically any disciplinary actions, counseling documents, and the most recent employee evaluation. The Department's supervisor or manager may be contacted to provide any job-related information to assist the Lead Agency or its subcontractor or with making an informed hiring decision regarding the current or former Department employee. The reference check will be documented in writing and maintained in the employee's personnel file. The Department will not give a neutral reference, and the Lead Agency will not accept a neutral reference, for any current or former employee of the Department seeking employment with the Lead Agency or its subcontractor.

C.2.1.2. Staffing Changes

C.2.1.2.1. The Lead Agency shall submit written notice to the Department's CM in the case of a vacancy in the Chief Executive Officer (CEO), Chief Operating Officer (COO), Chief Financial Officer (CFO), or Executive Director (ED). The notification shall identify the person(s) assuming the responsibilities of that position during such vacancy. When the CEO, COO, CFO or ED position is filled, the Lead Agency shall notify the Department in writing of the identity and qualifications of the new CEO, COO, CFO or ED.

C.2.1.2.2. The Lead Agency shall ensure any employee that has access to secure data systems containing Department information has proper termination protocols in place that align with Department policies.

C.2.1.2.3. The Lead Agency shall maintain a current listing of staff and sub-contracted staff who are providing child welfare services and who are subject to Child Protection Certification requirements pursuant to s. 402.40, F.S., and Chapter 65C-33, F.A.C. The Lead Agency shall monitor and ensure that all staff, regardless of employer, are meeting the state requirements as stated in s. 402.40, F.S. The Lead Agency shall provide the listing to the Department, upon request.

C.2.2. Staff Development and Training

C.2.2.1. The Lead Agency shall ensure delivery of child welfare pre-service and any required in-service training to professional staff in accordance with s. 402.40, F.S.

C.2.2.2. The Lead Agency is responsible for the training and development of its staff and shall require sub-contracted CMOs to conduct necessary and appropriate training and development of their staff, including training on determining client eligibility for federal funding per **Section C.1.4.4.6**, for appropriate staff based on their established job duties and responsibilities. All case managers must earn Child Welfare Certification and must be trained on and utilize on the Department's established practice model.

C.2.2.3. To ensure that the state and federal funding requirements are maintained, and to ensure a highly qualified, well-trained workforce, the Lead Agency shall:

C.2.2.3.1. Operate a comprehensive staff development and training program that includes Department-approved pre-service training for newly hired staff and Lead Agency in-service for experienced staff. In-service training should be based on the Lead Agency's needs assessments and in response to emergent needs, including changes in law and policy. Documentation to support the training plan shall be made available to the Department's CM. In addition, the staff development and training program must address findings from the following, in response to areas needing improvement: quality assurance reviews; contract oversight reviews; scorecards; federal Child and Family Services Reviews; and staff performance management trends and patterns.

C.2.2.3.2. The Lead Agency shall develop and maintain a staff development and training plan that includes all courses that will be offered including course title, brief description, course type (Pre-Service, In-Service), course purpose, name of training provider, target audience, estimated project cost, and fund source being used (Title IV-E or another source). The Plan must include a method of evaluating the effectiveness of training courses provided. The Lead Agency shall provide the report to the Department, upon request.

C.2.2.3.3. The Lead Agency shall complete a quarterly training report containing all classes offered during the reporting period that includes trainings offered by subcontracted providers. Reports must be submitted using the Quarterly Training Template. The Lead Agency shall submit quarterly training report within 30 days following each calendar quarter.

C.2.2.4. The licensed out-of-home caregiver/adoptive parent training allocation may be used for a Department-approved, licensed, out-of-home caregiver preparation pre-service and in-service training. Licensed, out-of-home caregiver preparation pre-service training shall meet the requirement of s. 409.175 F.S. Pre-service and in-service training shall include educational opportunities for out-of-home caregivers on decision-making related to application of a reasonable and prudent parent standard for children in care (s. 39.4091, F.S.), the responsibilities related to providing care for transitioning youth, and all other educational opportunities related to enhancing an out-of-home caregiver's ability to provide quality care. All pre-service curricula provided to licensed out-of-home caregivers/adoptive parents must first be approved by the Department.

C.2.2.5. Each Lead Agency shall also establish a policy to ensure immediate reporting of ethics violations. All reporting of ethics violations complaints must be submitted in writing, on The Florida Certification Board Ethics Complaint Form, within 30 calendar days of becoming aware of the allegation.

C.2.3. Subcontracting

C.2.3.1. The Lead Agency may subcontract for services unless specifically prohibited in this Contract. The Lead Agency is not required to obtain subcontract approval as required under section 8 of the Standard Contract unless any of the following conditions apply:

C.2.3.1.1. The person or entity is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity within the last five years;

C.2.3.1.2. The person or entity is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on his or her ability to provide services to vulnerable populations, including, but not limited to, abused or neglected children, or which adversely reflects his or her ability to properly handle public funds;

C.2.3.1.3. The person or entity is currently involved, or has been involved within the last five years, with any litigation, regardless of whether as a plaintiff or defendant, which might pose a conflict of interest to performing work for the Department, the state or its subdivisions, or a federal entity providing funds to the Department;

C.2.3.1.4. The person or entity has had a contract terminated by a governmental entity for a failure to satisfactorily perform or for cause;

C.2.3.1.5. The person or entity has failed to implement a corrective action plan approved by the Department or any other governmental entity, after having received due notice;

C.2.3.2. If any of the conditions above are applicable, the Lead Agency must obtain written approval from the Department Secretary, or designee, prior to entering the subcontract. In order to comply with this requirement, the Lead Agency shall require all proposed subcontracted providers to provide assurances, in a notarized affidavit, that the conditions above do not exist. At any time, the Lead Agency becomes aware of disqualifying conditions, it shall disclose this information to the Department. Common ownership or employment relationships with Board members or officers, are each a reasonable basis for declining to give written approval for subcontracting. Subsequent common ownership or employment relationships with Board members or officers, must also be immediately disclosed and are each a reasonable basis for Department requiring the Lead Agency to terminate the subcontract.

C.2.3.3. The Lead Agency shall conduct competitive procurement for subcontracted services in accordance with the Lead Agency's established and Department-approved procurement operating procedures. The Lead Agency shall ensure procurement policies and procedures are current and at a minimum, shall be reviewed at least annually for compliance.

C.2.3.4. The Lead Agency shall include in all pertinent subcontract agreements a detailed scope of work; clear and specific deliverables; performance standards; financial consequences for failure to perform; programmatic monitoring requirements; fiscal monitoring requirements; and detailed documentation requirements. The Lead Agency shall require any subcontractors providing case management services to participate in the statewide quality management system.

C.2.3.5. The Lead Agency's monitoring procedures for its subcontracts shall be structured to ensure the satisfactory delivery of services as well as the appropriate expenditure of funds to its assigned Other Cost Accumulator (OCA) per the approved "Cost Allocation Plan" (**Attachment 1**). In addition, the Lead Agency shall ensure any reconciliation between funds disbursed by OCA to actual expenditures by OCA is reported, at least quarterly, to the "CBC Monthly Actual Expenditure Report" (**Attachment 1**).

C.2.3.6. The Lead Agency shall re-procure all CMO and Full Case Management Agency contracts in accordance with the requirements of Chapter 287, F.S.

C.2.3.7. Pursuant to the requirements of s. 409.987(7), F.S., Provider's board members and officers have an affirmative obligation to disclose a potential conflict of interest to the board. The board is then responsible for following the procedure outlined in s. 409.987(7), including a vote per s. 409.987(7)(c)2., F.S., to approve or disapprove of the activity for which a conflict may exist.

C.2.3.8. By its representative's signature on this Contract Provider certifies it has disclosed in writing to the Department any actual or potential matters requiring written notice, or any actual or potential conflict of interest under **Section C.2.3.7.** above that exist at the time of entry into this Contract. The Provider shall annually thereafter make this certification as to the prior year. Failure to truthfully and accurately make such certification is a material breach of this Contract by Provider. In addition, damages for breach of any of the terms of **Section C.2.3.** cannot be adequately calculated, therefore, in addition to any remedies for material breach, the Contract's administrative funds shall be reduced by the value of the undisclosed contract or contracts. The Department retains all remedies including termination.

The Lead Agency shall maintain enough documentation to provide evidence of service delivery in accordance with this Contract and provisions of state and federal laws.

C.2.5. Reports (programmatic and to support payment)

The list of the reports to be completed by the Lead Agency, including the time frame for their final due dates, frequency and format are all specified in **Attachment 2**, Reports & Plans.

C.3 STANDARD CONTRACT REQUIREMENTS

Lead Agency will perform all acts and services required and detailed in the Standard Contract Part 1 and CBC Supplemental Contract.

EXHIBIT D – DELIVERABLES

D.1. Service Units

A service unit is one month of all system of care related services to all eligible children and their families, as described in **Exhibit B**, performed in accordance with **Exhibit C**.

D.2. Records and Documentation

The Lead Agency shall maintain enough documentation to provide evidence of service delivery in accordance with this Contract and provisions of state and federal laws.

D.3. Reports & Plans

The list of reports and plans to be completed by the Lead Agency, including the time frame for their final due dates, frequency, and format are all specified in **Attachment 2**, Reports & Plans.

D.4. Department Determinations

Subject to the provisions of **Section A.6.2., Dispute Resolution**, the Department has the sole right to assess and determine the completeness and acceptability of services, reports and fiscal records according to the terms of this Contract.

EXHIBIT E – MINIMUM PERFORMANCE MEASURES AND FINANCIAL PENALTIES

E.1. Performance Specifications

By execution of this Contract, the Lead Agency hereby acknowledges and agrees that its performance under this Contract must meet the measures set forth below. Per s. 402.73, F.S., and s. 409.996(1)(d), F.S., the Department will provide for graduated penalties for failure to comply with contract terms. Such penalties may include enhanced monitoring and reporting, imposition of corrective action plans, technical assistance and consultation from the Department, imposition of financial penalties, or early termination of contracts. The financial penalties shall require the Lead Agency to reallocate funds from administrative costs to direct care for children.

The Lead Agency shall be required to meet performance measures listed below whether services are performed directly or performed by a subcontractor. The Lead Agency shall demonstrate progress throughout the state fiscal year and will be required to be functioning in compliance with each performance measure. Nothing in this section shall be interpreted to mean the measures below are the only measures for which the Lead Agency shall be responsible. The Department reserves the right to modify or add any performance measures which are required by federal and state funding sources to comply with federal and state requirements.

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

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

The Lead Agency shall continuously monitor the child welfare information system data to ensure accurate input. Quarterly, the Department shall provide the Lead Agency the child welfare information system data so that the Lead Agency, in turn, is able to disclose to the Department any inputted errors of which the Lead Agency is aware. The Lead Agency is to provide these inputted child welfare information system errors, along with valid supporting documentation, no later than fifteen (15) business days after receipt of the aforementioned child welfare information system data from the Department.

The Department shall ensure qualitative data utilized to generate the performance scores of qualitative accountability metrics reflects a valid sample size by circuit and interrater reliability scores of the data collection instrument are published.

E.2. Performance Evaluation Methodology

The performance evaluation methodology for statewide measures is posted on the Department's website and included in the Biography of Accountability Metrics:

<https://myflfamilies.com/ocfw-dashboard>

E.3. Minimum Performance Measures

Ref#	Category	Measure Description	Standard	Report Period
System-Wide Metrics				
1.	Safety	Children with no recurrence of verified maltreatment within 12 months of a prior verified maltreatment	90.3%	The month ending 15 months prior to the end of the report month. (e.g., March 1, 2020 - March 31, 2020, for the month ending June 30, 2021).
2.	Permanency	Children achieving permanency within 12 months of entering care.	35.2%	The month ending 12 months prior to the end of the report month (e.g., June 1 through June 30, 2019, for the report month ending June 30, 2020).
3.	Permanency	Children achieving permanency within 12 months for children in Out-of-home care between 12 and 23 months.	43.8%	The beginning of the day 12 months prior to the end of the report month (e.g., July 1, 2019, for the report month ending June 30, 2020).
4.	Permanency	Children achieving permanency within 12 months for children in out-of-home care for 24 months or more	37.3%	The beginning of the day 12 months prior to the end of the report month (e.g., July 1, 2019, for the report month ending June 30, 2020).
5.	Permanency	Children who do not re-enter foster care within 12 months of moving to a permanent home.	94.4%	The 12-month period ending 24 months prior to the end of the report quarter. (e.g., October 1 to September 30 for the 12-month period ending September 30).
Case Management – Quantitative Metrics				
6.	Safety	Rate of children not abused or neglected while in out-of-home care.	<=9.07%	The month ending three months prior to the end of the report month (e.g., June 1, 2020, to June 30, 2020, for the report month ending September 30, 2020).

Ref#	Category	Measure Description	Standard	Report Period
7.	Safety	Percent of children not abused or neglected while receiving in-home services.	95%	The month ending three months prior to the end of the report month (e.g., June 1, 2020, to June 30, 2020, for the report month ending September 30, 2020).
8.	Well-Being	Percent of children under supervision who are seen every 30 days.	99.5%	The month ending as of the end of the report month (e.g., June 1, 2020 – June 30, 2020, for the month ending June 30, 2020).
10.	Permanency	Rate of children's placement moves per 1,000 days in foster care.	≤ 4.5	The twelve (12) month period ending as of the end of the report month (e.g., April 1, 2017, to March 31, 2018 for the report month March 2018)
11.	Permanency	Percent of children placed with relatives or nonrelatives.	60%	The last day of the report month.
12.	Permanency	Percent of sibling groups where all siblings are placed together.	65%	The last day of the report month.
13.	Permanency	Number of children with finalized adoptions during each state fiscal year (SFY) ending June 30. SFY 2023-24 SFY 2024-25 SFY 2025-26 SFY 2026-27 SFY 2027-28	TBD TBD TBD TBD TBD	Monthly: Performance through the end of the month prior to the report month Fiscal Year to Date: Same as monthly.
Case Management – Qualitative (Life of Case) Metrics				
The Department will be monitoring to establish a baseline system of measure across the state for the annual accountability system. The Department will waive performance penalties for qualitative measures until a baseline is established and targets are set for progressive performance improvement.				
14.	Safety	Item 2: Services to Prevent Removal	95% 90%	The month ending as of the end of the report month.
15.	Safety	Item 3: Risk and Safety Assessment and Management	95% 90%	The month ending as of the end of the report month.

Ref#	Category	Measure Description	Standard	Report Period
16.	Permanency	Item 4: Stability of Foster Care Placement	95% 90%	The month ending as of the end of the report month.
17.	Permanency	Item 5: Permanency Goal of the Child	95% 90%	The month ending as of the end of the report month.
18.	Permanency	Item 6: Achieving Reunification, Guardianship, Adoption, Or Other Planned Permanent Living Arrangement	95% 90%	The month ending as of the end of the report month.
19.	Permanency	Item 7: Placement with Siblings	95% 90%	The month ending as of the end of the report month.
20.	Permanency	Item 8: Visiting with Parents and Siblings in Foster Care	95% 90%	The month ending as of the end of the report month.
21.	Permanency	Item 9: Preserving Connections	95% 90%	The month ending as of the end of the report month.
22.	Permanency	Item 10: Relative Placement	95% 90%	The month ending as of the end of the report month.
23.	Permanency	Item 11: Relationship of Child in Care with Parents	95% 90%	The month ending as of the end of the report month.
24.	Well-Being	Item 12: Needs and Services of the Child Parents, and Foster Parents	95% 90%	The month ending as of the end of the report month.
25.	Well-Being	Item 13: Child and Family Involvement in Case Planning	90%	The month ending as of the end of the report month.
26.	Well-Being	Item 14: Caseworker Visits with the Child	90%	The month ending as of the end of the report month.

Ref#	Category	Measure Description	Standard	Report Period
27.	Well-Being	Item 15: Caseworker Visits with Parents	90%	The month ending as of the end of the report month.
28.	Well-Being	Item 16: Educational Needs of the Child	90%	The month ending as of the end of the report month.
29.	Well-Being	Item 17: Physical Health Needs of the Child	90%	The month ending as of the end of the report month.
30.	Well-Being	Item 18: Mental/Behavioral Health Needs of the Child	90%	The month ending as of the end of the report month.

E.4. Posting of System of Care Information on Website

Pursuant to s. 409.988(1)(k), F.S., by the 15th day of each month, the Lead Agency shall post on its website at a minimum the information below for the preceding calendar month regarding its case management services. The following information shall be reported by each individual subcontracted case management provider, by the Lead Agency, if the Lead Agency provides case management services, and in total for all case management services subcontracted or directly provided by the Lead Agency:

- E.4.1. The average caseload of case managers, including only filled positions;
- E.4.2. The total number and percentage of case managers who have 25 or more cases in their caseloads;
- E.4.3. The turnover rate for case managers and case management supervisors for the previous 12 months;
- E.4.4. The percentage of required home visits completed; and
- E.4.5. Performance on outcome measures required pursuant to s. 409.997, F.S., for the previous 12 months.

E.5. Corrective Action Plans

If the Lead Agency fails to meet the required performance measures, or if efforts in monitoring detect deficiencies by the Lead Agency, the Department may require the Lead Agency to develop and implement a Corrective Action Plan. Within ten days of the Department’s notification of the deficiency, the Department may request the Lead Agency to develop a Corrective Action Plan which shall outline all the documented deficiencies, the timetable to correct the deficiencies (not to exceed six months, unless otherwise specified), and establish a schedule for reporting the progress toward correcting the deficiencies. The Department’s approval or denial of the Corrective Action Plan shall be provided to the Lead Agency’s CM. All communications regarding the Corrective Action Plan will flow between the CM for the Department and the CM for the Lead Agency.

E.6. Financial Penalties

Upon implementation and failure of a Corrective Action Plan to ameliorate deficiencies in performance prescribed in E.3, of this Contract, within an allotted time frame, the Department may apply financial penalties, as provided in Section 29 of the Standard Contract.

E.7. Line 326 of the 2022 General Appropriations Act (HB 5001) directs the Department to submit to the chair of the Senate Appropriations Committee and the chair of the House of Representatives Appropriations Committee a report that establishes baseline performance measures for Community Based Care lead agencies by February 1, 2024. The measures shall consider, but are not limited to, appropriate case management ratios, utilization of congregate care placements, use of services intended to prevent child removal from the home, and efforts to increase permanency from out of home care. To establish baseline performance measures for the report to the Senate and House of Representatives Appropriation Committee Chairs, the Department will begin to track the following data points by Community Based Care Lead Agency on October 1, 2023:

- E.7.1 Primary Case Worker to Child Ratio;
- E.7.2 Monthly Average of Case carrying Managers Retained (Removes promotions);
- E.7.3 Removal Rate per 100 Investigations;
- E.7.4 Ratio of Children Served in In-Home Non-Judicial: In-Home Judicial: and Out of Home Placements;
- E.7.5 Percentage of Children Placed in Licensed Residential Group Care;
- E.7.6 Percentage of Children Reaching Permanency in 12 Months;
- E.7.7 Percentage of Children reaching Permanency for Children in Care 12-24 Months; and,
- E.7.8 Rate of Children Exiting Out-of-Home Care per 100 Children in Out-of-Home.

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EXHIBIT F - METHOD OF PAYMENT

F.1. PAYMENT, INVOICE AND RELATED TERMS

F.1.1. Payment Clause

This is an advance fixed payment contract comprised of federal sources and a grant of state funds. The method of payment is per s. 409.990(1), F.S. The Department will pay the Lead Agency for the delivery of service units provided in accordance with the terms of this Contract for a total dollar amount not to exceed **\$TBD**, subject to the availability of funds. The Schedule of Funds (**Exhibit F1**), which identifies the amount of the federal and state sources, will be amended into this Contract at the beginning of each fiscal year, and the total contract amount will be adjusted accordingly. The attached Schedule of Funds provides as follows:

Exhibit F1-1	Fiscal Year 24-25	\$TBD
Exhibit F1-2	Fiscal Year 25-26	\$TBD
Exhibit F1-3	Fiscal Year 26-27	\$TBD
Exhibit F1-4	Fiscal Year 27-28	\$TBD
Exhibit F1-5	Fiscal Year 28-29	\$TBD

Service Unit	Fixed Payment	# of Units	Total Amount	Total Fiscal Year Amount
F-1.1.2. Fiscal Year 2024-2025				
Two Months of Child Welfare and Related Services (July/August)	\$TBD	1	\$TBD	\$TBD FY 24-25
One Month of Child Welfare and Related Services (September - June)	\$TBD	10	\$TBD	
F-1.1.3. Fiscal Year 2025-2026				
Two Months of Child Welfare and Related Services (July/August)	\$TBD	1	\$TBD	\$TBD FY 25-26
One Month of Child Welfare and Related Services (September - June)	\$TBD	10	\$TBD	
F-1.1.4. Fiscal Year 2026-2027				
Two Months of Child Welfare and Related Services (July/August)	\$TBD	1	\$TBD	\$TBD FY 26-27
One Month of Child Welfare and Related Services (September - June)	\$TBD	10	\$TBD	
F-1.1.5 Fiscal Year 2027-2028				
Two Months of Child Welfare and Related Services (July/August)	\$TBD	1	\$TBD	\$TBD FY 27-28
One Month of Child Welfare and Related Services (September - June)	\$TBD	10	\$TBD	
F-1.1.6 Fiscal Year 2028-2029				
Two Months of Child Welfare and Related Services (July/August)	\$TBD	1	\$TBD	\$TBD FY 28-29
One Month of Child Welfare and Related Services (–September - December)	\$TBD	4	\$TBD	

These amounts are subject to increase, via contract amendment, according to the terms specified in **Section F.1.14.**, Renegotiation. State and federal not documented as being earned, shall be returned to the Department. The Lead Agency understands that several federal sources are capped, and their amounts may not be increased, so that payment for costs more than the funding provided is only available from state funds or other outside funding sources.

This Contract is funded by Appropriation Line Items for Grants and Aids - Child Protection, Grants and Aids - Adoption Assistance, Grant and Aids - Community Based Care Funds for Providers of Child Welfare Services, Grants and Aids – Guardianship Assistance Program Payments and Grants and Aids - Purchase of Therapeutic Services for Children. The CM will provide specific Appropriation Line-Item numbers for each fiscal year of this Contract as they are published.

F.1.2. Advance Payments

F.1.2.1. If the fiscal year contract value is changed during the year, advance payments shall be equal to the fiscal year contract amount not yet paid divided by the remaining months to be paid. In the event that

funding increases are available immediately (i.e., risk pool funding or prior year excess earnings), a supplemental invoice may be requested in accordance with the method of payment schedule.

F.1.2.2. Advances may be requested prior to each month of service for the entire term of this Contract, subject to invoice requirements described below. Per s. 216.181(16)(b), F.S., the Lead Agency shall temporarily invest surplus advanced funds in an insured account or an interest-bearing account and return any interest earned to the Department periodically or no later than 45 days after the end of this Contract (including any renewals). Any interest earnings must be documented on an "Interest Earned Quarterly Report" (**Attachment 2**).

F.1.2.3. The Lead Agency shall submit all advance payment requests no later than the 20th day of the month prior to the month of service.

F.1.3. Cost Reimbursement

Costs incurred by the Lead Agency will be reimbursed by Contract funds under the following conditions:

F.1.3.1. All costs incurred by the Lead Agency must be of a type authorized by this Contract, allowable in nature under federal standards and state law, allocable to this Contract, reasonable in amount and prudently incurred in the performance of services under this Contract. Reimbursement shall not be made for any cost resulting from any imprudent or negligent act or omission of the Lead Agency, its agents, employees or subcontractors. Payment of severance due to separation of employment or settlement of employment disputes is limited as described in s. 215.425, F.S., and subject to reasonable and prudently incurred cost principles. Reimbursement remains subject to any contract terms relating to performance and other conditions affecting compensation.

F.1.3.2. Compensation pursuant to s. 409.990(4), F.S., shall be limited to recurring costs normally and prudently incurred in the ordinary course of operations in the delivery of services under this Contract.

F.1.3.3. Children's Mental Health Child Welfare Wraparound Funding. All expenditures under this funding source must be supported by the "Therapeutic Services for Children Purchases (100806 Fund) Semi-Annual Report" (**Attachment 1**) and any funds unexpended during any fiscal year must be returned to the Department the 30th of each month for expenditures incurred during the preceding month. Supporting documentation must be submitted with the invoice to support all expenditures in accordance with the guidance documents.

F.1.3.4. Family First Transition Act (FFTA) Funds

F.1.3.4.1 FFTA Funds shall be used to reimburse for allowable expenditures for Installation of Evidence Based Services, Foster Parent Mentors, Residential Setting Transitional Support, and Supplementation Foster Care Maintenance. Allowable expenditures shall be in accordance with Evidence Based Programs (EBPs), Foster Parent Peer Mentor, Qualified Residential Treatment Program (QRTP), and Trust-Based Relational Intervention Reimbursement Forms. Supplementation Foster Care Maintenance is paid to the CBCs via the fixed monthly payment invoice and allowable expenditures shall be made in accordance with the child welfare information system Payment Reference Guide (incorporated by reference and available on the Department's website).

F.1.3.4.2. Costs associated with carrying out FFTA services under this Contract shall first be paid by the Provider. The Provider shall submit invoices for eligible costs to the Department for reimbursement. Expenditures shall meet the minimum requirements established by the Department of Financial Services, Division of Accounting and Auditing, Bureau of Auditing, Reference Guide for State Expenditures, which is available at the Department of Financial Services web site.

F.1.3.4.3 Payment may be authorized only for allowable expenditures on the Family First Transition Act Funds Cost Reimbursement Invoice (available on the Department website) which are in accordance with the limits per category as specified on the Schedule of Funds (Exhibit F1-1).

F.1.3.4.4. Except for the Supplementation Foster Care Maintenance which is paid as a part of the fixed monthly payment invoice and reported on the monthly actual expenditure report, the Lead

Agency shall request payment for allowable FFTA expenditures through submission of a separate invoice for FFTA Funds on or before the 20th of each month for expenditures incurred during the preceding month. Supporting documentation must be submitted with the invoice to support all expenditures in accordance with the guidance documents.

F-1.4. Monthly Invoice

The Lead Agency shall request payment monthly through the submission of a properly completed invoice, prepared on the Lead Agency’s letterhead in the format described in the “CBC Invoice” (**Attachment 1**). In addition, the following documentation is required, with each submission of an invoice; unless an exception is specified in **Attachment 2 - Reports & Plans**.

F.1.4.1. Prior Month “CBC Monthly Actual Expenditure Report” (**Attachment 2**).

F.1.4.2. “Promoting Safe and Stable Families (PSSF) Monthly Match Funds Reports” (**Attachment 1**).

F.1.4.3. “Child Access and Visitation Grant Monthly Match Funds Report” (**Attachment 1**).

F.1.4.4. FSN-generated OCA Summary and Detail Report.

F.1.5. Reconciliation

A reconciliation between the amounts reported by the Lead Agency on the CBC Monthly Actual Expenditure Report and the OCA Summary and Detail Report where a difference in total by OCA is identified. The reconciliation shall be completed on the “FSFN to CBC Monthly Expenditure Report Reconciliation Template” (**Attachment 1**).

F.1.6. Failure to Submit

The failure to submit required documentation shall cause payment to be delayed until such documentation is received.

F.1.7. Invoice Submission and Reconciliation Schedule:

Service Month	Type of Request	Based On	Submission Date
July - August	Estimated Pay	1/6 th of Fiscal Year Contract Amount	July 1
September – June	Estimated Pay	1/12 th of Fiscal Year Contract Amount	The 20 th day of the month prior to month of service

If, after the fixed payment for June services, there remains a balance in the fiscal year amount for this Contract, the Lead Agency shall submit a supplemental June invoice for the balance of the fiscal year amount during the month of June.

F.1.8. Submission of Monthly Accounting Records

Monthly Trial Balance and Detailed General Ledger from the Lead Agency’s accounting system and any other reports necessary to support expenditures reported via the CBC Financial Application in total and by cost pool (OCA). The Detailed General Ledger must be submitted in a flat file format in Excel or another importable format.

F.1.9. Cost Allocation Plan

F.1.9.1. The Lead Agency shall submit an initial Cost Allocation Plan within 30 calendar days of execution and a revised Cost Allocation Plan to the CM annually by August 31, unless otherwise extended in writing by the Department.

F.1.9.2. The Department will review the Cost Allocation Plan and provide written comments within 30 calendar days of submission. The Lead Agency must submit a revised Cost Allocation Plan, addressing any revisions required by the Department within 15 calendar days of the date of the Department's written response, unless extended in writing by the Department.

F.1.9.3. The Lead Agency shall submit a revised Cost Allocation Plan whenever the Lead Agency:

F.1.9.3.1 Experiences a change in the type of funding it receives, whether under this Contract or an outside funding source (for example, when a new OCA is added, when a new outside funding source contributes to the Lead Agency's operational revenue or when an existing funding source is discontinued);

F.1.9.3.2. Makes internal organizational changes that affect the cost allocation methodology; or

F.1.9.3.3. Makes any changes in the allocation of costs relative to funds provided under this Contract and other outside sources.

F.1.9.4. The Lead Agency may request to amend or revise its Cost Allocation Plan at any time during the state fiscal year, in writing to the Department's CM. The Lead Agency shall submit the amended or revised Cost Allocation Plan within 20 calendar days of providing written notification. The Department will review and provide written comments within 15 calendar days of submission. The Lead Agency must submit a revised Cost Allocation Plan, addressing any revisions required by the Department, within 15 calendar days of the date of the Department's written response, unless extended in writing by the Department.

F.1.9.4.1. The Lead Agency is responsible for documenting federal earnings.

F.1.9.4.2. The Lead Agency is responsible for documenting state earnings.

F.1.10. Carry Forward

F.1.10.1. "Planned Uses of State Funds Carried Forward" (**Attachment 1**) is due within 30 calendar days after receiving confirmation from the Department, of the approved balance of state funds carried forward from prior fiscal years and is subject to approval by the CM. The plan is required to be submitted in the CBC Financial Application.

F.1.10.2. Following the end of any State Fiscal Year, the Department will identify the amount of unexpended state funds. The Lead Agency will document any unexpended state funds from the prior fiscal year and include State Funds Carry Forward Expenditures on the Community Based Care (CBC) Monthly Actual Expenditure Report in the CBC Financial Application to account for those expenditures when requesting payment.

F.1.11. CBC Annual Budget and Quarterly Budget Projections

F.1.11.1. The budgeted amount for each fiscal year in **Section F.1.1** must be equivalent to the amount identified in the Schedule of Funds for that fiscal year (**Exhibit F1**). A new "CBC Annual Budget by Service Category" Form (**Attachment 1**) must be submitted by the date for the next payment request following any amendment that revises the Schedule of Funds (**Exhibit F1**) or as requested by the Department. Any revisions made to the "CBC Annual Budget by Service Category" shall be subject to Department approval. The Department will review and provide any comments within 15 business days of submission. Any budget revisions as required by the Department are to be submitted to the Department's CM within 10 business days of receipt of the Department's comments. Failure to submit an adjusted budget by the date for the next payment following an executed amendment that revises the Schedule of

Funds (**Exhibit F1**) will result in no further payments being made until an adjusted budget is submitted to the Department.

F.1.11.2. The Lead Agency shall submit quarterly budget projections by the specific dates and format prescribed by the Department in **Attachment 1** – Incorporated Documents and **Attachments 2** – Reports & Plans.

F.1.11.3. From the funds provided in Specific Appropriation 330, FY 2024-2025, a detailed spending plan, approved by the Provider's Board of Directors, shall be submitted to the Department for all projected expenditures for the fiscal year. The spending plan must demonstrate that core expenditures will not exceed the appropriated amount of core funding and reserves a certain amount of funding for unanticipated expenses. The Department shall not release any additional funding for the fiscal year beyond the two-month advance until the Department has reviewed and approved the Provider's spending plan. At any point in time during the fiscal year, if the Provider's actual expenditures project and end of year deficit; the Provider must submit a revised spending plan to the Department. The revised spending plan must reflect actions to be taken by the Provider to remain within appropriated core funding for the remainder of the fiscal year.

F.1.12. Service Delivery and Expenditure Documentation

The Lead Agency will maintain records that document the proper application of the cost allocation methodology as contained in the Lead Agency's Department-approved Cost Allocation Plan. Expenditure documentation includes, but is not limited to, those expenditures that are allowable as authorized in s. 409.992, F.S., and the Department of Financial Services' Reference Guide for State Expenditures (**Attachment 1**).

F.1.13. Match Requirements

F.1.13.1. To receive any Promoting Safe and Stable Families (PSSF) grant dollars, the Lead Agency is responsible for a minimum local community match equal to 25% of the funds expended for this program. The Lead Agency shall identify how the local match requirement will be met. Allowable match can be in-kind or cash, but the expenditure or use of such match must directly support the PSSF Program through the delivery of family preservation, family support services, time-limited family reunification, and adoption promotion and support services. The Lead Agency must document the receipt and expenditure of the required match during each state fiscal year. A monthly match report, which identifies the amount and type of match contributed and expended, must document the services the match supported.

F.1.13.2. For the Lead Agency receiving Access and Visitation Grant Funds, the Lead Agency will document the proper expenditures and required 10% local community match for the Access and Visitation Grant. A monthly match report, which identifies the amount and type of match contributed and expended, must document the services the match supported.

F.1.13.3. The Lead Agency shall maintain such records and provide such reports as necessary to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. A list of citations with brief explanations is provided in the Federal Uniform Grant Guidance (**Attachment 1**).

F.1.14. Renegotiation

Pursuant to the provisions of s. 409.990(2) and (3), F.S., this Contract may be renegotiated to increase the contract amount for additional budget authority supported by excess federal earnings, for additional budget authority appropriated by the Legislature and for any additional program specific funds that are appropriated to the Department for the Lead Agency. Such increases do not require a corresponding increase in service as the Lead Agency is required to provide a comprehensive continuum of child welfare services to all clients. Any renegotiation to the terms of this Contract shall be documented via contract amendment.

F.1.15. Full Compensation

This fixed payment Contract entitles the Lead Agency to receive full compensation for the state-funded portion of the fixed contract amount upon completion of all contract deliverables.

F.1.16. Federal or State Audit

The amount of disallowance caused by the Lead Agency's failure to comply with state or federal regulations or the amount of any incorrect claim discovered in any federal or state audit shall be repaid to the Department by the Lead Agency upon discovery unless the Lead Agency can demonstrate a specific reliance on technical assistance from the Department. Prior to such consideration, the Lead Agency must be able to demonstrate that the request for technical assistance was made in writing as a formal request for technical assistance through the appropriate CM, the technical assistance was provided in writing and the technical assistance was the direct cause of the disallowance.

F.1.17. Fees

No fees shall be imposed by the Lead Agency or subcontractors other than those set by the Department.

F.1.18 Disaster Recovery and Aid

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

**EXHIBIT F1-1 – SCHEDULE OF FUNDS
STATE FISCAL YEAR 2024-2025**

TBD

**EXHIBIT F1-2 – SCHEDULE OF FUNDS
STATE FISCAL YEAR 2025-2026**

TBD

**EXHIBIT F1-3 – SCHEDULE OF FUNDS
STATE FISCAL YEAR 2026-2027**

TBD

**EXHIBIT F1-4 – SCHEDULE OF FUNDS
STATE FISCAL YEAR 2027-2028**

TBD

**EXHIBIT F1-5 – SCHEDULE OF FUNDS
STATE FISCAL YEAR 2028-2029**

TBD

ATTACHMENT 1 – INCORPORATED DOCUMENTS

NOTE: Only documents not part of referenced rule or CFOP are included.

INCORPORATED DOCUMENTS		
Document Title	Contract Provision(s)	Location
“CBC Definition of Terms”	A.1.2	https://www.myflfamilies.com/sites/default/files/2023-02/CBC%20Definitions.pdf
“CBC Expiration/Termination Transition Planning Requirements”	A.6.1 and C.1.4.4.10.	https://www.myflfamilies.com/sites/default/files/2022-12/CBC%2520Expiration%2520Termination%2520Transition%2520Planning%2520Requirements%2520.pdf
“Lead Agency Tangible Personal Property Requirements”	B.6	https://www.myflfamilies.com/sites/default/files/2022-12/Lead%2520Agency%2520Tangible%2520Personal%2520Property%2520Requirements%25204-01-20.pdf
“CBC Authority and Requirements Reference Guide”	B.7.3	https://www.myflfamilies.com/sites/default/files/2023-02/CBC%20Authority%20and%20Requirements%20Reference%20Guide.pdf
“Guidelines for Release of Children’s Records”	C.1.2.1.6.1.	https://www.myflfamilies.com/sites/default/files/2022-12/Guidelines%20for%20the%20Release%20of%20Children%27s%20Records%20%20Final%202018.pdf
“Florida’s Health Care Oversight and Coordination Plan”	C.1.3.3.1.	https://www.myflfamilies.com/sites/default/files/2022-12/Florida%20Health%20Care%20Oversight%20and%20Coordination%20Plan.pdf
“Suitability for Residential Placement Guidelines”	C.1.3.3.2.	https://www.myflfamilies.com/sites/default/files/2022-12/SuitabilityAssessmentGuidance.pdf
“60-Day Suitability of Assessment Referral Form”	C.1.3.3.2.	https://www.myflfamilies.com/sites/default/files/2022-12/60-Day%20Review%20Referral%20Form.pdf
“90-Day Suitability of Assessment Referral Form”	C.1.3.3.2.	https://www.myflfamilies.com/sites/default/files/2022-12/FL_QEN_Initial_Suitability_Assessment_Referral_Form.pdf
“Purchase of Therapeutic Services for Children (100806 Funds) Guidance Document”	C.1.3.3.3.	https://www.myflfamilies.com/sites/default/files/2022-12/Programmatic%20Guidelines%20-%20100806.pdf
“CBC Information System Requirements”	C.1.4.4.2.	https://www.myflfamilies.com/sites/default/files/2022-12/Community-Based%20Care%20Information%20System%20Requirements.pdf

INCORPORATED DOCUMENTS		
Document Title	Contract Provision(s)	Location
"Cost Allocation Plan"	C.2.3.5., F.1.9., and F.1.12.	https://www.myflfamilies.com/document/52741
"CBC Monthly Actual Expenditure Report"	C.2.3.5., F.1.4.1., and F.1.5.	https://www.myflfamilies.com/document/52766
"Defining Quality Contacts"	E.3.	https://capacity.childwelfare.gov/states/resources/defining-quality-contacts
"Quality Worker-Parent Visits: A Tip Sheet for Supervisors and Managers"	E.3.	https://capacity.childwelfare.gov/states/resources/quality-worker-parent-visits-tip-sheet
"Therapeutic Services for Children (100806 Funds) Semi-Annual Report"	F.1.3.3.	https://www.myflfamilies.com/sites/default/files/2022-12/100806%20Appendix%20C%20-%20Semi-Annual%20Report.xlsx
"CBC Invoice"	F.1.4.	https://www.myflfamilies.com/document/52761
"Promoting Safe and Stable Families (PSSF) Monthly Match Funds Reports"	F.1.4.2.	https://www.myflfamilies.com/document/52776
"Child Access and Visitation Grant Monthly Match Funds Report"	F.1.4.3.	https://www.myflfamilies.com/sites/default/files/2022-12/A07-009753 Attachment%201%20-%20Local%20Match%20Report.doc
"FSFN to CBC Monthly Expenditure Report Reconciliation Template"	F.1.5.	https://www.myflfamilies.com/services/child-family/child-and-family-well-being/community-based-care/cbc-fiscal-attachments
"Planned Uses of State Funds Carried Forward"	F.1.10.1.	https://www.myflfamilies.com/document/53161
"CBC Annual Budget by Service Category"	F.1.11.1.	https://www.myflfamilies.com/services/child-family/child-and-family-well-being/community-based-care/cbc-fiscal-attachments
"CBC Quarterly Budget Projections"	F.1.11.2.	https://www.myflfamilies.com/document/53246

INCORPORATED DOCUMENTS		
Document Title	Contract Provision(s)	Location
"Department of Financial Services' Reference Guide for State Expenditures"	F.1.12	https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf
"Federal Uniform Grant Guidance"	F.1.13.3.	https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

Note: The information contained in the last column of this attachment is administrative information and is subject to change. Changes and corrections may be made to this document without the need for a formal amendment. However, the Department agrees to provide prior, written notification to the Lead Agency of the intent to change items incorporated by reference.

ATTACHMENT 2 – REPORTS & PLANS

The forms of the reports listed in this Attachment and associated guides and instructions are incorporated into this Contract by reference. Each report and plan shall be completed and submitted to the Department’s CM by the Lead Agency in accordance with the listed schedule. The current required format for such reports is identified below. A copy of each report submitted in accordance with the schedule below must also be transmitted to the Department electronically at the following e-mail address: cbc_reports@myflfamilies.com. In certain cases, copies of the report and plans shall be emailed to other Department staff. The CM will provide an updated list of the designated person for each role. The CM will notify the Lead Agency in writing of any changes to format or submission requirements. If the due date for a report falls on a holiday or weekend, the report will be due the next business day.

Per. 287.058(1)(h), F.S., the Department shall specify financial consequences that must apply if the contractor fails to perform in accordance with the contract. The Department shall apply the following financial consequences for failure to submit reports and plans in accordance with the schedule below.

Title	Format and Location	Frequency	Financial Consequences	Submit To
ADMINISTRATIVE REPORTS & PLANS				
Tangible Personal Property Inventory & Disposition Report	See the Lead Agency Tangible Personal Property Requirements and the Lead Agency Property Inventory & Disposition Report, maintained on the Department's website.	Must be completed for initial transfer of equipment and submitted annually by June 15 th .	TBD	Department's Division of General Services and CM
Transition Plan	See CBC Expiration/Termination Transition Planning Requirements, maintained on the Department's website.	Draft within 30 days of termination notice from either the Department or the Lead Agency	TBD	Assistant Secretary of Child and Family Well-Being and CM
Emergency Preparedness Plan (COOP)	Standard Contract, Sec. 9.2, and Chapter 252, F.S.	Within 30 days of contract execution and annually (every 12 months).	TBD	Regional General Services contact, or at the discretion of each Circuit, to the Circuit Disaster Coordinator, and CM
Board of Directors Composition Report	TBD	Within 30 days of contract execution for acceptance and approval by the Department. Then submitted upon Department request or, or upon any	TBD	Assistant Secretary of Child and Family Well-Being and CM

Title	Format and Location	Frequency	Financial Consequences	Submit To
		change in Board composition.		
PROGRAMMATIC REPORTS & PLANS				
Promoting Safe and Stable Families Narrative and Data Report	See Promoting Safe and Stable Families Narrative and Data Summary, maintained on the Department's website.	Quarterly, within 30 days after the beginning of each quarter.	TBD	Office of Child and Family Well-Being, Prevention Manager, and CM
Activities performed to meet the needs of fathers as required by 409.988, F.S.	Lead Agency to report on how they are meeting the needs of fathers, helping fathers establish positive, stable relationships with their children and assist fathers in receiving needed services.	Annually on or before September 1.	TBD	Contract Manager
FEDERAL REPORTING & QUALITY MANAGEMENT				
Civil Rights Checklist	Form CF 946, maintained on the Department's Website.	Annually, no later than May 20th.	TBD	Regional Equal Employment Opportunity contact, and CM
Data for quality reviews	Web tools located at: TBD	As outlined in the Department's operating procedures for quality reviews.	TBD	Data submitted online.
Child Access and Visitation Local Service Provider Survey Applies only to programs receiving federal grant funds.	See Child Access and Visitation Local Service Provider Survey, Addendum and data file, maintained on the Department's website. Directions for completing Report: Complete the Child Access and Visitation Local Provider Survey Federal report (Word) format for Section A, B and C to include the amount of grant funds (charged to the	Quarterly, 35 days after end of the reporting period. Annually: By October 15th, covering previous federal fiscal year, 10/1-9/30.	TBD	Office of Child and Family Well-Being and CM

Title	Format and Location	Frequency	Financial Consequences	Submit To
	<p>applicable OCA) for the reporting quarter, the addendum; and</p> <p>Complete and submit the Child Access and Visitation Local Provider Survey Federal report in Excel format for Section D electronically. The required excel file is generated via the Florida State University (FSU) Clearinghouse on Supervised Visitation Program Database located at https://svpdb.org.</p> <p>To obtain a login code and password for the database, contact FSU Clearinghouse on Supervised Visitation, at 850-644-6303.</p>			
Federal Funding Annual Eligibility Monitoring Plan	Sample Plan template and required review tools available at https://www.myflfamilies.com/sites/default/files/2022-12/Federal Funding Monitoring Annual Report (Template).docx	Annually, by October 15th, covering current federal fiscal year, 10/1-9/30.	TBD	Office of Child and Family Well-Being and CM
FISCAL REPORTS				
Quarterly Training Reports	<p>The Quarterly Training Report template can be found at:</p> <p>The Quarterly Training Report Template can be found at: http://centerforchildwelfare.fhmi.usf.edu/kb/trainerscorner/QuarterlyTrainingReportTemplate.xlsx. The Quarterly Training Report Instructions can be found at: http://centerforchildwelfare.f</p>	<p>Quarterly</p> <p>All training reports are to be submitted to the Office of Child and Family Well-Being on the following schedule and due dates:</p> <p>Jan-March due April 30 April-June due August 31</p>	TBD	<p>hqw.training.reports@myflfamilies.com</p> <p>and CM</p>

Title	Format and Location	Frequency	Financial Consequences	Submit To
	mhi.usf.edu/kb/trainerscorner/QuarterlyTrainingReportTemplateInstructions.pdf	July- Sept. due October 31 Oct.- Dec. due January 31		
Annual Staff Development and Training Plan	The Annual staff development and training plan contains all courses that will be offered including: course, title, brief description, course type (Pre-Service, In-Service), course purpose, name of training provider, target audience, estimated/project cost, and fund source being used (Title IV-E or another source).	The plan shall be submitted prior to execution of initial contract and annually thereafter by June 15 th of each year for the upcoming fiscal year.	TBD	hqw.training.reports@myflfamilies.com and CM
Promoting Safe and Stable Families (PSSF) Monthly Match Funds Report	The Promoting Safe and Stable Families (PSSF) Monthly Match Funds Report Form is maintained on the Department's website.	Monthly, 20 days after the end of the reporting month.	TBD	Office of Child and Family Well-Being, Accounting Services, and CM
Child Access and Visitation Grant Monthly Match Funds Report (For ALL Community Based Care Lead Agencies receiving Access and Visitation federal grant funds)	The Child Access and Visitation Monthly Match Funds Report is maintained on the Department's website.	Monthly, 20 days after the end of the reporting month, until the annual match requirement has been met. Upon meeting the annual requirement, the last monthly report shall include certification that the match has been met and no additional reports will be submitted for the fiscal year.	TBD	Office of Child and Family Well-Being, Accounting Services, and CM
Interest Earned Quarterly Expenditure Reports		Quarterly. CBC Lead Agencies that have opted to continue monthly interest payments do	TBD	CM

Title	Format and Location	Frequency	Financial Consequences	Submit To
		not have this reporting requirement.		
Plan for Financial Viability (409.996(3) F.S.)		August 15, 2023 Quarterly reports on the implementation status of the submitted Plan. An annual summary implementation report will be due August 1 of each subsequent year.	TBD	CM
Cost Allocation Plan (CAP)	The CBC Cost Allocation Plan Template, CBC Cost Allocation Plan Template Addendum, CBC Cost Allocation Plan Position Listing Template are maintained on the Department's website.	Initially and by August 31st of each state fiscal year, as well as when changes warrant a modification.	TBD	CM
CBC Monthly Actual Expenditure Report	The CBC Monthly Actual Expenditure Report format is maintained on the Department's website.	Monthly, except for the June. Monthly Actual Expenditure Report which shall be submitted with the "CBC Final Expenditure Report."	TBD	Submitted through the DCF Web Portal using the CBC Financial Application
OCA Summary and Detail Report	A Standard Report available in FSFN in the forms of Adobe/Acrobat (.pdf) and exported as a Comma-Separated Value (.csv) and converted to Excel format	Monthly. (Note: If the amount by OCA on the OCA Roll Up Report does not match the amount by OCA on the CBC Monthly Expenditure Report, a reconciliation identifying all payments that compose that difference and their resolution is required. This applies only for OCAs required to be in FSFN.)	TBD	CM

Title	Format and Location	Frequency	Financial Consequences	Submit To
CBC Final Expenditure Report	See CBC Final Expenditure Report format, maintained on the Department's website.	To be submitted on the date of the payment request for September of each fiscal year.	TBD	CM
FSFN to CBC Monthly Expenditure Report Reconciliation	"FSFN to CBC Monthly Expenditure Report Reconciliation Template", maintained on the Department's website at: https://www.myflfamilies.com/service-programs/community-based-care/general-documents-incorporated-by-reference.shtml	Monthly, with the submission of the CBC Monthly Actual Expenditure Report and the CBC Final Expenditure Report.	TBD	CM
CBC Annual Budget by Service Category	The CBC Annual Budget by Service Category format is maintained on the Department's website.	In accordance with Section F-1.11.1 (when payment requests follow an amendment that revises the Schedule of Funds).	TBD	CM
CBC Quarterly Budget Projections	The CBC Quarterly Budget Projections format is maintained on the Department's website.	To be submitted quarterly in accordance with Section F-1.11.2. Q1 due by 10/31 Q2 due by 1/31 Q3 due by 4/30 No Q4	TBD	CM
CBC Invoice	The CBC Invoice is maintained on the Department's website.	July/August Advance due July 1. All others, monthly, by the 20th of each month (estimated pay for the following month.)	TBD	CM
Planned Uses of State Funds Carried Forward	Planned Uses of State Funds Carried Forward, is maintained on the Department's website.	Must be submitted within 30 days of receipt from Department of approved amount of state funds carried forward.	TBD	CM

Title	Format and Location	Frequency	Financial Consequences	Submit To
Report on Therapeutic Services for Children (100806 Fund) Expenditures	100806 Appendix C Semi-Annual Report format is maintained on the Department's website.	Reporting period – January through June: Report due by August 21. Reporting period – July through December: Report due by February 21.	TBD	Substance Abuse and Mental Health Program Office and Office of Child and Family Well-Being at HQW.SAMH.100806@myflfamilies.com and CM
Executive Compensation Annual Report (Form PCMT-08-2122)	https://www.myflfamilies.com/general-information/contracted-client-services/docs/Executive%20Compensation%20Annual%20Report%20Template%20Final-PCMT-08-2021.pdf	Upon entering into a contract with the Department, and annually by May 1 of each year	TBD	CM
Detailed Spending Plan	A detailed spending plan, approved by the agency's Board of Directors, for all projected expenditures for the fiscal year.	Must be annually submitted and approved by the Department prior to the release of the September fixed payment.	TBD	Contract Manager

Note: The information contained in the last column of this Exhibit is administrative information and is subject to change. Changes and corrections may be made to this document without the need for a formal contract amendment.

ATTACHMENT 3 – CHILDREN’S LEGAL SERVICES

For purposes of this Agreement only, Children’s Legal Services within the Department of Children and Families, and the State Attorney’s Office will be collectively referred to herein as “CLS.” Both the Lead Agency and the case management subcontractors are collectively referred to herein as “Lead Agency.”

The Lead Agency and CLS agree to and acknowledge the following:

1. CLS will be responsible for all legal services to be performed on behalf of the Department of Children and Families in all juvenile dependency and termination of parental rights proceedings governed by Chapter 39, F.S., the Florida Rules of Juvenile Procedure, or otherwise properly heard in dependency court as well as all proceedings pursuant to the Florida Rules of Appellate Procedure, including, but not limited to: shelter hearings, mediation, adjudicatory hearings, motions pertaining to care, placement, medication, modification of placements, protective supervision, foster care, case planning, judicial reviews, termination of parental rights and appeals of cases brought pursuant to Chapter 39, F.S.
2. All documents prepared and kept by the Lead Agency must be made available at the request of CLS, within one business day. The request may be made in either written or oral form. No subpoena shall be required.
3. Prior to each court hearing, the CLS attorney and case manager must confer on any case to be heard in court. For dependency and termination of parental rights adjudicatory hearings, the CLS attorney and case manager must confer no later than 5 days before the hearing. For judicial review hearings, the CLS attorney and case manager must confer no later than 3 days before the hearing provided that CLS receives from the case manager the Judicial Review Social Study Report ten (10) business days prior to hearing, as outlined in paragraph 7 below. For all other court hearings not scheduled on an emergency basis, the CLS attorney and case manager must confer no later than 2 days before the hearing. The CLS attorney and case manager will together prepare for court and will pursue all opportunities to form a unified position that is in the child’s best interest and consistent with Florida law. In the event a unified position is not achieved, escalation is required and shall include CLS Management, Department Management in the region where the case derives, and Lead Agency Management.
4. CLS does not provide legal representation to the Lead Agency or any of its employees for any legal action, but rather relies on and works in collaboration with the Lead Agency and case management staff.
5. Reasonable written notification (including electronic mail) to any Lead Agency employee shall suffice to mandate the employee’s presence at any dependency or termination of parental rights court proceeding. CLS’s issuance of a subpoena shall not be a prerequisite to obtain the appearance of a Lead Agency employee at such a proceeding.
6. The Lead Agency and CLS shall divide the payment for, and provision of, the below items as follows:
 - 6.1. Diligent Searches (Lead Agency).
 - 6.2. Document Translations (Legal pleading by CLS, the remainder by Lead Agency)
 - 6.3. Paternity Testing Services (Lead Agency)
 - 6.4. Professional/Expert Witnesses (Lead Agency for hearings related to placements in residential treatment programs, as well as for assessments and services via the Lead Agency, such as those for case plan and case plan related tasks, and the remainder by CLS. When the Lead Agency secures the services of a professional or expert, the Lead Agency shall negotiate that the professional or expert will prepare for and travel to a hearing or trial at a rate of no more than \$100/hour and testify at a hearing or trial

for the Department at a rate of no more than \$200/hour or, if the case circumstances require a higher rate, an amount with which CLS concurs in writing).

- 6.5. Depositions (including transcriptions) (CLS)
- 6.6. Service of Process (Summons and Subpoena) on all witnesses, parties and other participants as determined by CLS, the court or statute (in state, out of state and out of country) (CLS)
- 6.7. Publications (Lead Agency)
- 6.8. Court Records (Including transcripts from evidentiary hearings and trials) (CLS), unless requested solely for the Lead Agency's purposes.
- 6.9. Lab fees (Lead Agency)
- 6.10. Birth, Death, and Marriage Certificates (Lead Agency)
- 6.11. Home Studies (Lead Agency)
- 6.12. Documentation Physical and psychological/psychiatric evaluations including but not limited to CBHAs and behavioral evaluations (Lead Agency)

7. All documents requested by CLS and prepared by the Lead Agency, including, but not limited to Judicial Review Social Study Report (JRSSRs), Pre-Disposition Studies, Family Assessments, Case Plans, Referrals, Status Reports, Permanency Goal Changes and Reports and Home Studies, shall be in compliance with Chapter 39, F.S., and the Juvenile Rules of Procedure, and shall be fully completed at least ten (10) business days prior to hearing for consideration and/or filing. CLS shall file all timely received applicable documents within the statutorily prescribed filing deadline or within a reasonable time if no deadline is specified.

8. CLS shall upload legal documentation that establishes initial Title IV-E eligibility into the Legal Record for the case in the child welfare information system within 2 business days of the order becoming available. The documentation shall be a digital copy of a signed and entered court order that documents the first court determination concerning the removal of a child from the home. The Lead Agency shall identify and notify CLS of the need for court orders that support a redetermination of IV-E eligibility. The Lead Agency, or CLS if the Lead Agency does not have access to the order, shall upload the court order that supports a redetermination into the Legal Record for the case in the child welfare information system within a reasonable time after a digital copy of the order becomes available. The Lead Agency must upload case plans and the signature page of case plans and associate them to the case plan Legal Document record in the child welfare information system.

9. The Lead Agency shall submit to CLS any additions or updates to its file in an ongoing fashion throughout all stages of dependency and termination of parental rights cases. All such updates can be provided electronically through email or other correspondence. The Lead Agency shall immediately notify CLS of any discovery request pertaining to a dependency or termination of parental rights proceeding made to the Lead Agency for any information or materials maintained by the Lead Agency, and CLS shall comply with all discovery requests.

10. The Lead Agency shall be responsible for ensuring the assigned CLS attorney receives timely copies of all reports, narratives, studies, CPT reports and materials, psychological and psychiatric reports, correspondence, multidisciplinary reports, notices and accountings concerning Client Trust Funds as required by Florida law, and copies of any and all other documents of whatever nature resulting from or relating to the cases and investigation(s) which are the subject matter of each file. The Lead Agency shall submit the documents to CLS using a method selected by the CLS, which may include paper delivery, electronic delivery via email, or submission through an electronic portal that CLS makes available to the Lead Agency. Timely receipt in this context shall mean on or before the time requirements contained in this Attachment, Chapter 39, F.S., the Juvenile Rules of Procedure, and the Florida Administrative Code.

11. CLS and the Lead Agency will work as expeditiously as possible to ensure the best interests of the child are paramount. When relief is sought under emergency circumstances, the Lead Agency will provide CLS with any evidence reasonably available to the Lead Agency for CLS to advocate for or defend against the relief requested. CLS and the Lead Agency also recognize that motions for return to the home because conditions for return have been met, modification of placement, travel requests, passport requests, or removal of the disability of nonage may require expedited action to promote the welfare of the child. CLS will file such a motion in an expedited fashion when a Lead Agency requests the filing of such a motion, so long as the Lead Agency provides CLS with the evidentiary support to advocate for the relief requested, and Florida law supports the filing.

12. The Lead Agency shall maintain the confidentiality of CLS's legal opinions, mental impressions, conclusions or theories regarding litigation and commentary regarding litigation provided that doing so does not violate a court order requiring disclosure or existing state or federal law. CLS shall maintain the confidentiality of communications with the Lead Agency when doing so does not violate a court order requiring disclosure or existing state or federal law.

12.1. To the extent possible, all case planning and permanency staffings should be inclusive of the family and be scheduled in accordance with the necessary parties' availability. The Lead Agency shall ensure the assigned CLS attorney receives reasonable advance notice. CLS is unable to attend multidisciplinary team staffings conducted pursuant to s. 39.4022, F.S., or staffings attended by parties who are represented by counsel but whose counsel is not in attendance at the staffing.

13. In non-emergency situations, CLS shall provide reasonable notice to the Lead Agency of upcoming hearing dates in each dependency case. CLS's obligation to provide such notice will be satisfied if the Lead Agency is present at a hearing during which the court announces the next hearing date, CLS provides the case manager with a copy of an order setting the next hearing date within five (5) days of the issuance of the order, or CLS otherwise provides notice to the case manager assigned to the case. The Lead Agency and CLS shall ensure all employees arrive promptly and are prepared for all court hearings. The use of case managers and/or CLS attorneys not assigned to a case for courtroom appearances is strongly discouraged. Proper courtroom attire is mandatory. On a mutually agreed upon schedule, CLS and the Lead Agency will jointly train all employees and case management subcontractors on courtroom procedure, courtroom etiquette, and witness testimony.

14. The Lead Agency shall collaborate with CLS to prepare petitions for shelter, petitions for dependency, petitions for the termination of parental rights, and any other document CLS deems necessary for filing in a Chapter 39, F.S., proceeding. When the Lead Agency has knowledge of the facts alleged in the petition or filing, the Lead Agency will execute an oath as to its knowledge or will otherwise work cooperatively with CLS to ensure all statutory requirements of Chapter 39, F.S., are satisfied.

15. Prior to any request for CLS to prepare a motion and order for extraordinary medical care and treatment, such as prescribing psychotropic medication, the Lead Agency shall use all reasonable efforts to assist the prescribing physician in obtaining written express and informed consent for the provision of the required psychotropic medication or treatment from the parent or legal custodian.

16. CLS will ensure all court orders are provided to the Lead Agency timely so the Lead Agency is aware of what has been ordered by the Court. If permitted by the court, the local rules, and Florida Rules of Procedure, CLS will support the Lead Agency's request to be added to the list of service recipients to receive any court orders that are electronically served. In the event the Lead Agency determines it is unable to comply with a court order, the Lead Agency shall immediately provide written notification to the CLS attorney with a detailed written explanation as to why the Lead Agency is unable to comply. As a courtesy and at the request of the Lead Agency, CLS may notify the court of the Lead Agency's inability to comply and request adequate relief or stay from the court if CLS is of the legal

opinion that the circumstances justify such relief or stay. If CLS deems it necessary, a representative of the Lead Agency will be available to testify to the Lead Agency's inability to comply with the court order or to prepare and execute an affidavit of such inability.

17. The Lead Agency shall provide CLS with the physical address for all known parents and shall be responsible for attesting to the completed Diligent Search Affidavit. The Lead Agency shall conduct all such diligent searches in an ongoing fashion to locate and identify any missing parent(s) and the diligent search efforts shall continue until excused by the court or by Chapter 39, F.S.

18. To expedite adoptions, CLS and the Lead Agency will work together and share all necessary information regarding the status of all adoptions. The Lead Agency shall be responsible for meeting all requirements regarding adoptions as set forth in Chapter 63, F.S., as well as any other CLS requirements.

19. Whenever it appears that a child in out-of-home care has a possible need for attorney representation in a specific legal issue outside the scope of the dependency system or pursuant to s. 39.01305, F.S., the Lead Agency shall work together with CLS to identify and assess the legal need in a timely fashion to protect the child's legal rights prior to the expiration of any deadline imposed by a notice, summons or other document provided to the child or the child's caretaker or case manager. Examples of potential legal needs include, but are not limited to: children with special needs (residential treatment, skilled nursing, victim of human trafficking, developmental disabilities or psychotropic medication), education, school discipline, special education, Social Security (including denial or termination of benefits and overpayments), personal injuries and medical malpractice, juvenile delinquency, adult arrests and/or prosecutions, life insurance and probate matters, Medicaid coverage and services denials. When made aware of the issue, CLS will, through contacts with legal aid services, help provide the child with access to a pro bono attorney to represent the child in the matter identified.

20. CLS and the Lead Agency will share all available information related to a delinquency proceeding concerning a dependent child and will partner to comply with any court order directed to the Department of Children and Families.

20.1 In the event a Memorandum of Understanding or other agreement setting forth obligations between CLS and the Lead Agency exists and contradicts this Contract in any way, the terms and conditions of this Contract shall govern.

ATTACHMENT 4 - CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Date: _____

Application or Contract ID Number:

Name of Authorized Individual Application or Contractor:

Address of Organization:

ATTACHMENT 5

The administration of resources awarded by the Department of Children & Families to the Lead Agency may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500- 200.521 and § 215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Department staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's inspector general, the state's Chief Financial Officer or the Auditor General.

As part of its financial monitoring requirements, the Lead Agency shall submit, no later than June 30 each year, to the Department, a summary of the Lead Agency's appropriated funding for all proviso, back of bill, or implementing bill funding, as well as all risk pool applications and awards for the prior fiscal year.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §§ 200.500-200.521.

In the event the recipient expends \$750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends \$500,000 or more (\$750,000 or more for fiscal years beginning on or after July 1, 2016) in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 (less than \$750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 (federal) or 45 (State) days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

- A. Contract manager for this Contract (1 copy)
- B. Department of Children & Families (1 electronic copy and management letter, if issued)
 - Office of the Inspector General
 - Single Audit Unit
 - The Centre, Suite 400-I
 - 2415 Monroe Street
 - Tallahassee, FL 32303
 - Email address: HQW.IG.Single.Audit@myflfamilies.com
- C. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<https://harvester.census.gov/facweb/>

and other Federal agencies and pass-through entities in accordance with 2 CFR § 200.512.

D. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
Email address: flaudgen_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the Department for audits done in accordance with 2 CFR §§ 200.500-200.521, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the Department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT 1 TO ATTACHMENT 5 – POST-AWARD NOTICE

POST AWARD NOTICE OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE

PROVIDER NAME:

CONTRACT #

PURPOSE: Section .400(d) of OMB Circular A-133, as revised, and s. 215.97(5)(a), F.S., require information about Federal programs and State projects be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

I. FEDERAL FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Specific compliance requirements for Federal funds awarded pursuant to this agreement can be found in OMB Circular A-133, Appendix B: Compliance Supplement at: www.whitehouse.gov/omb/circulars.

II. STATE FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. MATCHING FUNDS FOR FEDERAL PROGRAMS:

State funds reported above may include maintenance of effort funding. This occurs when a CFDA number is associated with state funds used to meet federal maintenance of effort requirements.

B. STATE FUNDS SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Specific compliance requirements for the State financial assistance awarded pursuant to this agreement can be found in Part Four: State Project Compliance Requirements of the Florida Single Audit Act at https://apps.fldfs.com/fsaa/state_project_compliance.aspx.

C. STATE FUNDS AWARDED NOT INCLUDED ABOVE:

Compliance requirements applicable to these funds can be found in the contract.

ATTACHMENT 6 - DEFINITIONS

The following additional definitions are provided for this Contract:

A. Administrative Costs

1. Lead Agency Administrative Costs – Administrative Costs incurred by the Lead Agency, exclusive of Subcontractor Administrative Costs.
2. Subcontractor Administrative Costs – The total of all Administrative Costs incurred by the Lead Agency's subcontractors under contract with the Lead Agency to provide foster care or related services, exclusive of Lead Agency Administrative Costs.
3. System Administrative Costs – The total of the Lead Agency Administrative Costs and Subcontractor Administrative Costs.

B. Business Associate shall generally have the same meaning as the term "business associate" as defined in 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Lead Agency.

C. Child(ren) refers to individual(s) under the age of 18.

D. Child Welfare Practice Model refers to expectation that when children are safe but at high or very high risk for future maltreatment, affirmative outreach and efforts will be provided to engage families in family support services designed to prevent future maltreatment.

E. Comprehensive Child Welfare Information System (CCWIS) data is defined in 45 CFR 1355.52(b).

(1) Title IV–B and title IV–E data that supports the efficient, effective, and economical administration of the programs including:

(i) Data required for ongoing federal child welfare reports;

(ii) Data required for title IV–E eligibility determinations, authorizations of services, and expenditures under IV–B and IV–E;

(iii) Data to support federal child welfare laws, regulations, and policies; and

(iv) Case management data to support federal audits, reviews, and other monitoring activities;

(2) Data to support state or tribal child welfare laws, regulations, policies, practices, reporting requirements, audits, program evaluations, and reviews;

(3) For states, data to support specific measures taken to comply with the requirements in section 422(b)(9) of the Act regarding the state's compliance with the Indian Child Welfare Act; and

(4) For each state, data for the National Child Abuse and Neglect Data System.

F. Covered Entity shall generally have the same meaning as the term "covered entity" as defined in 45 CFR 160.103, and for purposes of this Attachment shall refer to the Department.

G. Direct Care for Children, as defined in s. 409.986(3)(a), shall mean services of any kind which are designed to facilitate a child remaining safely in his or her own home, returning safely to his or her own home if he or she is removed from the home, or obtaining an alternative permanent home if he or she cannot remain at home or be returned home. The term includes, but is not limited to, prevention, diversion, and related services.

H. Family Intensive Treatment (FIT) are services by providers subcontracted by the Managing Entities.

I. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

J. Lead Agency refers to the Community-Based Care entity or business entity contracted with pursuant to this agreement to provide care for children in the child protection and child welfare system.

- K. **Licensed Out of Home Care** refers to a caregiver who is licensed by the Department to provide out of home care, such as residential group homes and foster homes.
- L. **Performance Measure** refers to the numerical level of achievement stated as a percentage, ratio or count.
- M. **Protective Supervision** refers to the responsibility for managing a safety plan and a case plan to ensure enhancements of diminished protective capacities and/or permanency for unsafe children.
- N. **Relative and non-relative placement** refers to placement with someone who is known to the child.
- O. **Subcontractor** shall generally have the same meaning as the term "subcontractor" as defined in 45 CFR § 160.103 and is defined as an individual to whom a Lead Agency delegates a function, activity, service, other than in the capacity of a member of the workforce of such business associate.
- P. **System of Care** refers to the service delivery approach that builds partnerships to create a broad, integrated process for meeting the multiple needs of families.
- Q. **Unlicensed Out of Home Care** refers to relative and non-relative placements.
- R. **Volunteer** is defined as any individual who assists for more than 10 hours per month or any individual who assists on an intermittent basis for less than 10 hours per month but is not in the line of sight of a person who meets the screening requirement of this section.
- S. **Young Adult** refers to youth over the age of 18, receiving services through the Extension of Foster Care, Post Education Secondary Services, Aftercare, Adoption or the Guardian Assistance Program.

ATTACHMENT 7

This Attachment contains the terms and conditions governing the Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

- 1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and for purposes of this Attachment shall specifically refer to the Provider.
- 1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and for purposes of this Attachment shall refer to the Department.
- 1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function, activity, service, other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;
- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR §§ 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures

- requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;
- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR § 164.410, and any security incident of which it becomes aware;
 - 2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
 - 2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
 - 2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;
 - 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 30 days following the determination of any potential breach of personal or confidential departmental data as provided in section 501.171, F.S.;
 - 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
 - 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department;
 - 2.1.11 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR § 164.532(d);
 - 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.524;
 - 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR § 164.526;
 - 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.528;

- 2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

- 3.1 The Business associate may only use or disclose protected health information covered under this Attachment as listed below:
 - 3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.
 - 3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.
 - 3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.
 - 3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.
 - 3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department of Children and Families with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. § 164.501).
 - 3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).
 - 3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- 4.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR § 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- 4.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- 4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Section 5. Termination

5.1 Termination for Cause

- 5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:
 - 5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;
 - 5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or
 - 5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

- 5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:
 - 5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;
 - 5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

- 5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
- 5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.
- 5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

- 6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.