

EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 9 of the CF Standard Contract 2019, as provided herein:

A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

Page 1, **CF Standard Contract 2019, Section 1.4.1.1**, is hereby added to read:

- A-1.1.** CBC Lead Agency – Per subsection 409.986(3)(d), a single entity with which the Department has a contract for the provision of care for children in the child protection and child welfare system in a community that is no smaller than a county and no larger than two contiguous judicial circuits.
- A-1.2.** Child Maltreatment – Any willful act or threatened act that results in any physical, mental, or sexual injury or harm that causes or is likely to cause the child’s physical, mental, or emotional health to be significantly impaired. Child maltreatment includes acts or omissions.
- A-1.3.** Home visit – A visit performed in a home or occasionally another suitable location for the purpose of service provision.
- A-1.4.** Home visitor – The home visitors shall be licensed Registered Nurses (RN). Home visitors should facilitate referrals to family-centered treatment and recovery services for those with probable substance use disorders and address the social and emotional needs of the target children and young children in families affected by substance use.
- A-1.5.** Medical Assistance Treatment (MAT) – Use of FDA approved medications, in combination with counseling and behavioral therapies, to provide a “whole patient” approach to the treatment of substance abuse disorders.
- A-1.6.** Motivational Interviewing – Provides a framework that can help mothers and family members identify and openly express their ambivalence about and resistance to changing their behavior and help them clarify their motivation to make healthy choices.
- A-1.7.** Plan of Safe Care – To address the nation’s prescription drug and opioid epidemic Congress passed the Comprehensive Addiction and Recovery Act of 2016. Section 503 of the act adds provisions to the Child Abuse Prevention and Treatment Act (CAPTA) related to infants who are affected by prenatal substance exposure. A Plan of Safe Care must address the needs of both the infant and affected family members. A Plan of Safe Care ensures the mother, infant and family members receive the necessary supports to prevent the negative outcomes associated with an infant’s prenatal exposure to substance use. A Plan of Safe Care must be developed, implemented and monitored for infants who have been affected by exposure to controlled substances or alcohol.
- A-1.8.** State Fiscal Year – A continuous twelve (12) calendar month period of time beginning on July 1 of each calendar year and ending on June 30 of each calendar year.
- A-1.9.** State of Florida Approved Holidays – A maximum of nine (9) days during a calendar year. These days are limited to the following: New Year’s Day, Birthday of Martin Luther King, Jr., Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving, and Christmas Day. If any of these holidays fall on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays fall on Sunday, the following Monday shall be observed as a holiday.
- A-1.10.** Substances – May include legal or illegal substances, controlled substances, or alcohol.
- A-1.11.** Target Child – A child whose birth resulted in the family being eligible for services.
- A-1.12.** Trauma Informed approach – Trauma-informed care is a perspective through which an organization realizes the impact of trauma on its families, recognizes the signs of trauma, and uses that understanding to improve client engagement, outcomes, and organizational services.

A-2. STATEMENT OF WORK

A-3. PAYMENT, INVOICE AND RELATED TERMS

A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

A-5. RECORDS, AUDITS AND DATA SECURITY

A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

A-7. OTHER TERMS

- A-7.1.** Property:

- A-7.1.1.** The word "property" as used in this section means equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature, the value or cost of which is \$1,000 or more and the normal expected life of which is 1 year or more, and hardback-covered bound books that are circulated to students or the general public, the value or cost of which is \$25 or more, and hardback-covered bound books, the value or cost of which is \$250 or more. Each item of property which it is practicable to identify by marking shall be marked in the manner required by the Auditor General. Each custodian shall maintain an adequate record of property in his or her custody, which record shall contain such information as shall 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 shall take an inventory of property in his or her custody. The inventory shall be compared with the property record, and all discrepancies shall be traced and reconciled. All publicly supported libraries shall 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 shall constitute 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 shall serve as a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing shall be traced and reconciled, and the library inventory shall be adjusted accordingly.
- A-7.1.2.** When state property will be assigned to a Provider for use in performance of a contract, the title for that property or vehicle shall be immediately transferred to the Provider where it shall remain until this contract is terminated or until other disposition instructions are furnished by the Contract Manager. When property is transferred to the Provider, the Department shall pay for the title transfer. The Provider's responsibility starts when the fully accounted for property or vehicle is assigned to and accepted by the Provider. Business arrangements made between the Provider and its subcontractors shall not permit the transfer of title of state property to subcontractors. While such business arrangements may provide for subcontractor participation in the use and maintenance of the property under their control, the Department shall hold the Provider solely responsible for the use and condition of said property. Provider inventories shall be conducted in accordance with CFOP 80-2.
- A-7.1.3.** If any property is purchased by the Provider with funds provided by this contract, the Provider shall inventory all nonexpendable property including all computers. A copy of which shall be submitted to the Department along with the expenditure report for the period in which it was purchased. By June 30th, of each state fiscal year of the contract, the Provider shall submit a complete inventory of all such property to the Department whether new purchases have been made or not.
- A-7.1.4.** The inventory shall include, at a minimum, 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 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. The Contract Manager shall provide disposition instructions to the Provider prior to the end of the contract period. The Provider cannot dispose of any property that reverts to the Department without the Contract Manager's approval. The Provider shall furnish a closeout inventory by June 30 of each state fiscal year of the contract, before the completion or termination of this contract. The closeout inventory shall include all nonexpendable property including all computers purchased by the Provider. The closeout inventory shall contain, at a minimum, the same information required by the annual inventory.
- A-7.1.5.** The Provider hereby agrees that all inventories required by this contract shall 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 shall be agreed upon by both the Provider and the Department and shall be used in place of the original acquisition cost.
- A-7.1.6.** Title (ownership) to and possession of all property purchased by the Provider pursuant to this contract shall be vested 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 shall be 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 shall be responsible for paying for the title transfer.

A-7.1.7. 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.

A-7.1.8. A formal contract amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

A-8. FEDERAL FUNDS APPLICABILITY

A-9. CLIENT SERVICES APPLICABILITY

EXHIBIT B - SCOPE OF WORK

B-1. SCOPE OF SERVICE

This evidence-based home visiting prevention program is focused on serving infants who are prenatally affected by controlled substances, either legal or illegal, or alcohol and their families. The services shall connect parents or caregivers with knowledgeable professionals on subjects such as infant care, substance use treatment and support, child development and knowledge of parenting, concrete supports, family functioning/resiliency, nurturing and attachment, children's social and emotional competence, and social supports.

B-2. MAJOR CONTRACT GOALS

The major goal of this Contract is to ensure that infants prenatally affected by substance use and their families receive evidence based early intervention home visiting services. Additional program goals include increased positive child development, parent/caregiver child attachment, improved birth outcomes, improved school readiness, and increased stability and health of the entire family unit.

B-3. SERVICE AREA/LOCATIONS/TIMES

- B-3.1. The Provider's administrative offices shall be located at the address specified in the CF Standard Integrated Contract 2019, **Section 1.2.2.**
- B-3.2. The Provider's administrative offices shall be open from 8:00 A.M. to 5:00 P.M., Eastern Standard Time, Monday through Friday, with the exception the Provider's board approved holidays. Providers shall meet at times and locations convenient and comfortable for the families, this includes after hours sessions.
- B-3.3. The Provider shall notify the Contract Manager, in writing, thirty (30) calendar days in advance of any changes in the street or mailing address, telephone number, electronic mail address, or facsimile number that affects the Department's ability to contact the Provider.
- B-3.4. Changes in service times and any additional holidays that the Provider wants to observe requires approval in writing by the Department.

B-4. CLIENTS TO BE SERVED

Clients to be served include pregnant women and/or parents of infants prenatally affected by substance use. If possible, services should begin as early as a substance use concern is identified, but no later than a child's first birthday. Services for clients may continue after the target child turns one (1) year old. Clients must agree to participate, as all services are voluntary.

B-5. CLIENT ELIGIBILITY

A client must be pregnant and substance use has been identified as a concern or a client caring for a child under age one (1) who has been affected prenatally by substance use is eligible to be served.

- B-5.1. A client may continue to receive services for up to three (3) years after the birth of the target child, based on the identified needs of the client who agrees to continue to receive services.
- B-5.2. Pregnant women with probable substance use who are currently involved in the child welfare system are eligible for services.
- B-5.3. Clients currently involved or working with another voluntary home visiting program are not eligible.
- B-5.4. Other minor children living in the same home as the target child shall have their needs identified and addressed.
- B-5.5. Parents with substance use concerns will receive services and treatment.

B-6. CLIENT DETERMINATION

The delivery of services under this Contract shall be based on the target child's age, concerns that the target child has been affected prenatally by substance use, and the parent or caregiver's willingness to participate. All services are voluntary and must be in cooperation with the parent or caregiver. The Provider shall determine initial and on-going eligibility based on the terms and conditions of the Contract, and the Department will make the final determination in the event of a dispute.

B-7. EQUIPMENT

Equipment, property, and information technology resources may be purchased in accordance with **Section A-7.1**, Property and **Section F-9**. Information and Technology Resources (ITR). All property purchased under Contract # _____ between the Provider and the Department shall be listed on a property inventory list as described in **Section C-2.7**, Reports, and **Section A-7.1**, Property. The Provider shall list all property/equipment purchased under this Contract on a property/equipment inventory list. Said listing shall include description and location of the property. A copy of the inventory list is to be maintained in the Contract Manager's file.

B-8. CONTRACT LIMITS

The Provider recognizes and agrees that any and all work performed without specific direction from the Department shall be deemed to be gratuitous and not subject to charge by the Provider or compensation by the Department.

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EXHIBIT C - TASK LIST

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

C-1. SERVICE TASKS

The delivery of services under this Contract shall be based on the parent's/caregiver's willingness to participate and the infant (i.e. target child) having been prenatally affected by substance use. In an effort to prevent child maltreatment the Provider shall perform the following tasks for eligible clients:

C-1.1. Referrals. The Provider shall accept referrals for potential clients from the following entities including, but not limited to: child welfare professionals, pediatricians, Child Protection Team, OBGYN or prenatal providers, hospitals and birthing centers, and midwives.

C-1.2. Schedule Home Visit. The Provider shall make a concerted effort to contact potential clients resulting from the referrals to determine eligibility and schedule home visits.

C-1.3. Home Visit. Visits should focus on linking pregnant women with prenatal care, promoting strong parent-child attachment and coaching parents on learning activities that improve their target child's development, and provide substance use counseling and services.

C-1.3.1. The Provider shall provide comprehensive support services to eligible children and their caregiver/guardian, including:

C-1.3.1.1. Initial Assessment. An assessment of each target child and parent/caregiver referred to the Provider.

C-1.3.1.2. Plan of Safe Care. The Provider shall develop a Plan of Safe Care or assess an existing plan for modification for each family in concert with the family.

C-1.3.1.3. The home visitor shall seek the cooperation of all household members and engage with the family during the period that the family is being served by the Provider.

C-1.3.1.4. The Provider shall conduct regular screening to help identify possible infant health and developmental concerns.

C-1.3.1.5. Based on the needs identified through the families' disclosure, Plan of Safe Care or other assessment, the Provider shall provide services or linkages of services to the family in an expeditious manner.

C-1.3.1.6. The Provider shall provide one-on-one skill building, referrals to community partners, and individualized education to parent's and caregivers.

C-1.3.1.7. The Provider must use trauma informed approaches and motivational interviewing.

C-1.4. Community Partners. The Provider shall connect and collaborate with community partners, i.e. Lead Agencies, Hospitals, treatment providers, OB/GYN, midwives, pediatricians, child protective investigators, county health departments, any community or State entity providing referral services, etc.

C-1.4.1. The Provider shall collaborate with the following entities, including but not limited to:

C-1.4.1.1. Lead Agencies;

C-1.4.1.2. Hospitals;

C-1.4.1.3. Treatment providers;

C-1.4.1.4. OB/GYN;

C-1.4.1.5. Midwives;

C-1.4.1.6. Pediatricians;

- C-1.4.1.7. Child Protective Investigators (CPI);
- C-1.4.1.8. County Health Departments; or
- C-1.4.1.9. any community or State entity providing referral services.

C-1.4.2. The Provider's services shall include approaches to coordinate and create linkages with clinical treatment and community supports. Clinical treatments include, but are not limited to: non-judgmental screening and assessment, MAT, treatment planning, mental health services, case management, or continuing care. Community supports include, but are not limited to: recovery support, family strengthening, child care, transportation, education, or employer support services.

C-1.5. Travel. The Provider may be reimbursed for travel related to home visits and training, in accordance with Sections C-2.6.3, F-6, and F-7. Services may cover multiple counties/circuits and require overnight stay. The Provider may also travel for the purpose of coordinating with community partners to provide services to the target children and their families. Travel will be reviewed and approved by the Department.

C-1.6. Training. The Provider may attend trainings related to providing home visiting services upon Department approval.

C-1.7. Outreach. In order to raise awareness of home visiting and referral services to the community partners and eligible families, the Provider may publicize the program and engage in outreach.

C-1.7.1. All materials created or purchased for the outreach services shall be reviewed and approved by the Department.

C-1.8. Service Termination. The Provider shall provide notice to the family when their services are terminated.

C-2. ADMINISTRATIVE TASKS

C-2.1. Staffing

C-2.1.1. Staffing Levels. The Provider shall maintain the full-time equivalent positions to consistently and reliably provide the required services.

C-2.1.1.1. Provider Representative Position: The Provider shall have a representative, as identified in **Section 1.2.3.**, CF Standard Contract 2019, assigned to administer all aspects of the Contract.

C-2.2. Professional Qualifications

C-2.2.1. The minimum qualifications of staff described in **Section C-2.1.1** are established in the Provider's position description narratives, which are hereby incorporated by reference, and maintained in the Department's contract file.

C-2.2.2. Licensed Registered Nurses (RN) shall have at least: 2-years of experience in maternal/child health, public health, or mental behavioral nursing; experience with home visiting; and work flexible hours to meet the clients' needs.

C-2.3. Staffing Changes

C-2.3.1. Upon change or vacancy in any of the FTE staff positions described in **Section C-2.1.1**, Staffing Levels, the Provider shall notify the Contract Manager, in writing, within five (5) calendar days of the change or vacancy.

C-2.3.2. Any change in the Provider Representative, identified in **Section 1.2.3**, CF Standard Contract 2019, shall be provided by the Provider to the Department's Contract Manager, immediately, in writing.

C-2.4. Subcontracting

C-2.4.1. This Contract allows the Provider to subcontract for the provision of all services under this Contract, subject to the provisions of **Section 4.3**. The subcontractor at any tier level must comply with the E-Verify clause as subject to the same requirements as the Provider. Written requests by the Provider to subcontract for the provision of services under this Contract shall be routed through the Contract Manager for Department approval.

C-2.4.2. The Provider may subcontract with, including but not limited to, an organization, agency or business that specializes in substance use treatment, mental health services, infant and child health, infant mental health, and/or child brain development.

- C-2.4.3.** The request to subcontract shall be reviewed and if approved, approval shall be in writing by the Contract Manager prior to procurement of the subcontract. Payment to the Provider shall not be authorized until Contract Manager approval is obtained.
- C-2.4.4.** A copy of each executed subcontract shall be provided to the Contract Manager within ten (10) calendar days of the execution date of the subcontract. Payment to the Provider shall not be authorized until Contract Manager is in receipt of each executed Subcontract.
- C-2.4.5.** The Contract Manager shall review any request to amend any subcontract prior to the execution of the amendment and if approved, approval shall be in writing.
- C-2.4.6.** A copy of each subcontract amendment shall be provided to the Contract Manager within ten (10) calendar days of the execution date of the Subcontract amendment.
- C-2.4.7.** The Department's agreement to allow these services to be subcontracted does not in any way alter the Provider's responsibility to the Department for all work performed under this Contract.

C-2.5. Coordination with Other Agencies.

- C-2.5.1.** The Provider shall coordinate with referral sources and other providers currently or previously providing services.
- C-2.5.2.** The Provider may collaborate with the local CBC Lead Agency, Department of Children and Families and other local entities to coordinate referrals for the children.
- C-2.5.3.** The failure on the part of other entities does not alleviate the responsibility of the Provider to perform required tasks under the Contract.

C-2.6. Records and Documentation

The Provider shall maintain the following records and documentation:

ADMINISTRATIVE DOCUMENTS				
#	Title	Due Date	# Copies	Contents
1.	Civil Rights Compliance Checklist	Due on or prior to contract begin date and annually thereafter	1 hard	Form CF-0946
2.	Statement of No Involvement	Due on or prior to contract begin date	1 hard	Form CF 1130
3.	Certification Regarding Debarment	Due on or prior to contract begin date	1 hard	Form CF 1125
4.	Authorized Signature Authority for the Provider's Representative to Sign Contract	Due on or prior to contract begin date	1 hard	Authorized Signature Authority for the Provider's Representative to sign contract
5.	Authorized Signature Authority for the Provider's Representative to Sign Invoices	Due on or prior to contract begin date	1 hard	Authorized Signature Authority for the Provider's Representative to Sign Invoices
6.	General Liability Insurance	Due on or prior to contract begin date and annually thereafter	1 hard	Certificate of Insurance
FEDERAL DOCUMENTS				
7.	FFATA	Due on or prior to contract start date and annually thereafter	1 hard	CF 1111
8.	HHS On-Line Monthly Summary Report	Due on the 5 th of every month	1 electronic copy	SPOC will enter the Monthly Summary Report directly into the database https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html and forward confirmation of submission to the Contract Manager. See Section 9.3 CF Standard Contract 2019
FISCAL DOCUMENTS				

9.	Financial and Compliance Audit	One hundred-eighty (180) days after the end of each State Fiscal Year.	See Attachment 4	See Attachment 4
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C-2.6.1. The Provider shall work with the Department to ensure the reliability of data collected through established reporting formats appropriate to the program.

C-2.6.2. The Provider shall maintain all source documents or supporting documentation used to determine compliance with performance measures and deliverables.

C-2.6.3. Copies of travel logs and requests for reimbursement for staff travel, including Authorization to Incur Travel DFS-AA-13 and Voucher for Reimbursement of Traveling Expenses DFS-AA-15.

C-2.6.4. The Provider shall keep accurate records to support the monthly reports and any Departmental performance standards required, including:

C-2.6.4.1. Records for each family shall contain:

C-2.6.4.2. Documentation of the Initial Assessment including the results of any screening or assessment tool used and any collateral information collected during the Initial Assessment;

C-2.6.4.3. Summary of visits, referrals, and service provision; and

C-2.6.4.4. Documentation of Plan of Safe Care coordination services provided.

C-2.7. Reports (programmatic and to support payment)

The Provider shall deliver the following reports to the Contract Manager to document the completion of deliverables as specified in **Exhibit D**, Deliverables, that shall be received by the Contract Manager prior to the Request for Payment and approved by the Contract Manager prior to authorizing payment for state fiscal years 2019-2020, 2020-2021, and 2021-2022 in accordance with the schedule below. If the due date for a report falls on a state holiday or weekend, the report will be due the next business day.

REPORTS SCHEDULE				
#	Title	Due Date	# Copies	Contents
1.	Performance Measures Compliance Report	By the __th calendar day following the end of the month, except for final report which is due by ____ for the previous month.	1 electronic copy	See Attachment 1
2.	Request for Payment	By the __th calendar day following the end of the month, except for final report which is due by ____ for the previous month.	1 electronic copy	See Attachment 2
3.	Monthly Activity Report	By the __th calendar day of each calendar month, except for final report which is due by ____ for the previous month.	1 electronic copy	See Attachment 3
4.	Inventory Report	Annually on June 30th and 30 days prior to completion of Contract	1 electronic copy	See Section A-7.1, Property
5.	Quarterly Cost Reconciliation Report	By the __th calendar day for the previous quarter, except for final report which is due by ____ for the previous quarter.	1 electronic copy	See Sections F-3.4 and F-4

C-2.7.1. Delivery of reports shall not be construed to mean acceptance of those reports. Acceptance of required reports shall constitute a separate act and must be approved by the Contract Manager as such.

C-2.7.2. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the limits set forth in this Contract. The Provider shall, without additional compensation, correct or revise any incomplete, inadequate, or unacceptable reports.

C-2.7.3. The Department, at its option, may allow additional time for the Provider to remedy the objections noted by the Department, or the Department may, after giving the Provider a reasonable opportunity to make a report complete, adequate, or acceptable to the Department, declare this Contract is in default.

C-2.7.4. The Provider shall work with the Department to ensure the reliability of data collected through established reporting formats appropriate to the program.

C-3. STANDARD CONTRACT REQUIREMENTS Provider will perform all acts required by Sections 4, 5, 7, 8 and 9 of the CF Standard Contract 2019.

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EXHIBIT D – DELIVERABLES

D-1. Service Units

D-1.1. A unit of service is described in **Exhibit F, Method of Payment**. Each unit of service shall be delivered in accordance with the terms and conditions of this Contract and performed in a manner acceptable to the Department.

D-2. Deliverables.

D-2.1. The Provider shall maintain and deliver the following to the Contract Manager to document the completion of deliverables. Documentation of the completed deliverable shall be received by the Contract Manager by the listed due date and prior to the Request for Payment for approval by the Contract Manager prior to authoring payment. If the due date falls on a State of Florida approved holiday or weekend, the deliverable documentation will be due the next state business day.

#	Title	Due Date	# of Copies	Contents
1.	Monthly Activity Report	By the ___ th calendar day of each month for the previous month, except for final report which is due by ___ for the previous month	1 electronic copy	See Attachment 3
5.	Quarterly Cost Reconciliation Report (Sections F-3.4 and F-4)	By the ___ th calendar day for the previous quarter, except for final report which is due by ____ for the previous quarter.	1 electronic copy	TBD

D-2.2. The Department reserved the right to reject reports, documents and/or deliverables as incomplete, inadequate, or unacceptable according to the limits set forth in this Contract. The Provider shall, without additional compensation, correct or revise any incomplete, inadequate, or unacceptable reports, documents and/or deliverables.

D-3. MINIMUM LEVEL OF SERVICE FOR DELIVERABLES

D-3.1. The minimum level of service for each deliverable shall be:

D-3.1.1. Services shall be delivered by the dates set out in **Exhibit D-2.1**.

D-3.1.2. Evidence of proper completion of each deliverable through submission of required documentation set out in **Exhibit D-2.1**.

D-3.1.3. Services shall be in compliance with **Exhibit D**, as applicable.

EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1. MINIMUM PERFORMANCE MEASURES

See **Attachment 1**, Performance Measure Compliance Report, for a description of performance measures.

E-1.1. **Performance Evaluation Methodology.**

E-1.1.1 Performance Standards Statement: By execution of this Contract, the Provider hereby acknowledges and agrees that its performance under the Contract must meet the standards set forth above and will be bound by the conditions set forth in this Contract. If the Provider fails to meet these standards, the Department, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department must terminate the Contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances.

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EXHIBIT F - METHOD OF PAYMENT

F-1. This is a fixed price (unit cost) contract. The Department will pay the Provider for the delivery of service units provided in accordance with the terms and conditions of this Contract for a total dollar amount not to exceed **\$TBD**, subject to the availability of funds. This Contract is funded by and subject to annual legislation appropriations and Department approval for continued funding with the Provider for services. The annual funding levels, subject to availability of funds, are as follows:

State Fiscal Year (SFY)	Dollar amount
SFY 2019-2020	\$TBD
SFY 2020-2021	\$ TBD
SFY 2021-2022	\$ TBD

F-2. The Department will pay for the service units at the unit prices and limits listed below, subject to the availability of funds:

F-2.1. State Fiscal Year 2019-2020

#	Service Units	Unit Price	Maximum # of Units	Total
1.	For the months of November 2019 through June 2020 - One calendar month of the completion and delivery of the specified tasks, activities, and services as documented in the required reports which are to be delivered by the Provider for review & approval by the Contract Manager.	\$TBD	9	\$TBD
TOTAL				\$TBD

F-2.2. State Fiscal Year 2020-2021

#	Service Units	Unit Price	Maximum # of Units	Total
1.	For the months of July 2020 through June 2021 - One calendar month of the completion and delivery of the specified tasks, activities, and services as documented in the required reports which are to be delivered by the Provider for review & approval by the Contract Manager.	\$TBD	12	\$TBD
TOTAL				\$

F-2.3. State Fiscal Year 2021-2022

#	Service Units	Unit Price	Maximum # of Units	Total
1.	For the months of July 2021 through June 2022 - One calendar month of the completion and delivery of the specified tasks, activities, and services as documented in the required reports which are to be delivered by the Provider for review & approval by the Contract Manager.	\$TBD	12	\$TBD
TOTAL				\$

F-3. Invoice Requirements

F-3.1. The Provider shall request payment on a unit of service basis through submission of a properly completed invoice, Request for Payment, Attachment 2, within ____ (#) calendar days following the month for which payment is being requested.

F-3.2. Payments may be authorized only for service units on the invoice, which are in accord with the above list, and other terms and conditions of this Contract. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by this Contract.

F-3.3. Notwithstanding the provisions of s. 215.422(1), F.S., the Department shall have ten (10) working days to inspect and approve the Request for Payment.

F-3.4. The Provider shall submit quarterly cost reconciliation, documenting its actual operations expenditures through a properly completed Quarterly Cost Reconciliation Report within ___ days after the end of each state fiscal quarter. If the Final Quarterly Cost Reconciliation report submitted at the end of each contract budget year identifies any unearned income, the Provider may be directed to return funds to the Department.

F-4. Quarterly Cost Reconciliation Report.

Should the Provider's Quarterly Cost Reconciliation Report indicate that payments were made to the Provider in excess of the actual costs of providing contracted services for that state fiscal year; the Provider shall refund the difference to the Department in accordance with Section 3.5, Overpayments and Offsets in the CF Integrated Contract 2019. During the final state fiscal year of the Contract, the Department reserves the right to request monthly cost reconciliation reports to monitor the relationship of fixed fee payments to actual costs. If, in the Department's sole determination, it appears that payments made, or to be made, to the Provider could be in excess of the actual cost of providing contracted services for the final quarter, the Department may require refunds of such excess as frequently as monthly.

F-5. Service Delivery Documentation Requirements

The Provider shall maintain records documenting the total number of recipients and names (or unique identifiers) of recipients to whom services were provided and the date(s) that the services were provided so that an audit trail documenting service provision can be maintained.

F-6. Restriction of Expenditures

Items expressly prohibited from purchase with these contract funds include but are not limited to items such as: flowers, awards or plaques, meals (excluding meals associated with travel per Chapter 112, F.S.) including bottled water, snacks, refreshments, entertainment, and promotional items that do not have a specific statutory authority including but not limited to ribbons and wrist bands.

F-7. Expenditures. 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-8. Information and Technology Resources.

The Provider must receive written approval from the Department prior to purchasing any Information Technology Resource (ITR) with contract funds. The Provider agrees to secure prior written approval by means of an Information Resource Request (IRR) form before the purchase of any ITR. The Contract Manager is responsible for serving as the liaison between the Provider and the Department during the completion of the IRR, in accordance with the CFOP 50-4, Policy on Information Resource Requests. The Provider will not be paid or reimbursed for any ITR purchase made prior to obtaining the Department's written approval.

F-9. The Provider may make changes in or between line items of the Fixed Price Approved Line Item Budget that are cumulatively less than 10% if the total state fiscal year original budget or amended Fixed Price Approved Line Item Budget only if the following conditions are met.

F-9.1. The change does not decrease or increase the original dollar amount of the state fiscal year's contract budget; and

F-9.2. There is another line item in the budget from which funds can be shifted without affecting the scope of work.

F-10. REFER TO EXHIBIT F1

EXHIBIT F1 –ADDITIONAL FINANCIAL CONSEQUENCES

F1-1 Financial Consequences

The following financial consequences apply in addition to the Financial Consequences provided in **Section 6.1**.

- F1-1.1** In addition to the financial penalties set out in Rule 65-29.001, F.A.C., for failure to comply with a requirement for corrective action, the Department shall assess financial consequences for failure to meet the performance measures outlined in **Attachment 1**, Performance Measures Compliance Report. Financial consequences shall be applied based upon the remedies identified in **Attachment 1**.
- F1-1.2** Upon the Department's decision to impose financial consequences, written notification will be sent to the Provider. Notification will outline the performance measures for which financial consequences are being imposed, the Department's concerns, the amount of the financial consequence and the month the deduction will be made on the invoice. The Contract Manager will deduct the amount of financial consequences imposed from the Provider's next monthly invoice as specified in the written notification.
- F1-1.2.1** In the event that an extenuating circumstance beyond the control of the Provider affects the timely submission of a service unit, the Provider may request an extension of that specific due date as follows:
- F1-1.2.1.1** Extenuating circumstances will not be considered for the late submission of the final invoice as described in **Section 3.3.2**.
- F1-1.2.1.2** The Provider's representative possessing contract signature authority shall attest to and document the extenuating circumstance to the Contract Manager by the specified due date of the deliverable or service unit on Provider letterhead.
- F1-1.2.1.3** This written request shall detail the steps that the Provider has put into place to submit the required deliverable or service unit timely and provide a specific proposed due date for submission of the late deliverable or service unit.
- F1-1.2.1.4** This individual shall also detail the steps to avoid a future recurrence of such extenuating circumstance.
- F1-1.2.1.5** Submission of said attestation to the Contract Manager does not constitute acceptance of the attestation.
- F1-1.2.1.6** It is specifically intended by the parties that acceptance, in writing by the Contract Manager, of the required attestation documenting the extenuating circumstance beyond the control of the Provider shall constitute a separate act and shall occur, if at all, within seven (7) calendar days following receipt of the attestation.
- F1-1.2.1.7** Barring Department acceptance of extenuating circumstances beyond the control of the Provider, the Department's Contract Manager shall assess financial consequences against the Provider for each performance measure not met.
- F1-1.3** Submission of an unacceptable invoice, supporting documentation, or report:
- F1-1.3.1** An unacceptable invoice or supporting documentation contains inaccurate or incomplete information or supporting documentation as specified in **Exhibit F**, Method of Payment.
- F1-1.3.2** An unacceptable report contains inaccurate or incomplete information or data and relates to any report the Provider is required to submit. The report may relate to tasks, activities, deliverables, data collection or analysis, or performance measures as specified in **Section C-2.7**, Reports.
- F1-1.3.3** Financial Consequences will be assessed for the month that performance measures are not met.

ATTACHMENT 1
Performance Measure Compliance Report
Reporting Period: _____ through _____

**ATTACHMENT 2
REQUEST FOR PAYMENT**

State Fiscal Year ____ / ____

PROVIDER NAME: _____

VENDOR NUMBER: _____

ADDRESS: _____

CONTRACT#: _____

TELEPHONE: _____

In accordance with the contract, all required reports must be submitted by the required due dates prior to the submission of this Request for Payment. If required reports or this Request for Payment were not submitted by the required due dates or did not meet the described content requirements, financial consequences will be applied by the Contract Manager.

Service Period	#	UNIT OF SERVICE	UNIT PRICE	# UNITS	# UNITS BILLED	CONTRACT BALANCE	AMOUNT REQUESTED
From: To:							
	1.	For the months of _____ through _____ - One calendar month of the completion and delivery of the specified tasks, activities, and services as documented in the required reports which are to be delivered by the Provider for review & approval by the Contract Manager.	\$	X			

I CERTIFY THAT THIS REQUEST FOR PAYMENT IS AN ACCURATE REFLECTION OF THE ACTIVITIES FOR THIS PERIOD, THAT THE AMOUNT REQUESTED IS ONLY FOR ALLOWABLE EXPENDITURES SPECIFIED IN THE LINE ITEM BUDGET USED TO ESTABLISH THE UNIT COST OF THESE SERVICES, AND THAT ALL EXPENDITURES ARE DIRECTLY RELATED TO THE PURPOSES OF THIS CONTRACT.

Original Authorizing Signature

Title

Date

FOR DEPARTMENT USE ONLY	FOR DEPARTMENT USE ONLY
DATE SERVICES PROVIDED: _____	OCA: _____ AMOUNT: _____
DATE DELIVERABLE RECEIVED: _____	OCA: _____ AMOUNT: _____
DATE DELIVERABLE REVIEWED & APPROVED BY CONTRACT MANAGER: _____	OCA: _____ AMOUNT: _____
DATE INVOICE RECEIVED: _____ DATE PAYMENT APPROVED: _____	OCA: _____ AMOUNT: _____
AUTHORIZING SIGNATURE: _____	
TITLE: _____ Contract Manager TELEPHONE: _____	
	TOTAL AUTHORIZED: _____

ATTACHMENT 3
MONTHLY ACTIVITY REPORT

ATTACHMENT 4

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

MONITORING

In addition to reviews of audits conducted in accordance with OMB Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (also known as the OMB Uniform Guidance), Section 200.500- 200.521 and Section 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, limited scope audits as defined by OMB Uniform Guidance, Section 200.331, as revised, 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.

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 OMB Uniform Guidance, Section 200.500-200.521, as revised.

In the event the recipient expends \$500,000 (*\$750,000 for fiscal years beginning on or after December 26, 2014*) 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 OMB 133 Uniform Guidance, Section 200.500-200.521, as revised. 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 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 OMB Uniform Guidance, Section 200.500-200.521, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Uniform Guidance, Section 200.500-200.521, as revised, 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 Section 200.508 of OMB Uniform Guidance, as revised.

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.

(CF1120-1516)

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 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 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 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
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700

Email address: single.audit@myffamilies.com

- C. Reporting packages for audits conducted in accordance with Uniform Guidance, Section 200.500-200.521, as revised, and required by Part I of this agreement shall be submitted, when required by Section 200.512 (d), OMB Uniform Guidance, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

and other Federal agencies and pass-through entities in accordance with Section 200.512 (e), OMB Uniform Guidance, as revised.

(CF1120-1516)

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 OMB Uniform Guidance, Section 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.

1. 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.

(CF1120-1516)

ATTACHMENT 5

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

Name of Authorized Individual

Application or Contract Number

Name of Organization

Address of Organization

(CF-1123-1516)

ATTACHMENT 6

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 45 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.