

Contract No. DRAFT
CFDA No. 93.558
CSFA No. _____

Client Services	<input type="checkbox"/>	Non-Client	<input checked="" type="checkbox"/>
Subrecipient	<input checked="" type="checkbox"/>	Vendor	<input type="checkbox"/>
Federal Funds	<input checked="" type="checkbox"/>	State Funds	<input checked="" type="checkbox"/>

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and _____, hereinafter referred to as the "Provider". If this document is denoted above as a GRANT AGREEMENT, the term "Contract" as it may appear hereinafter shall be construed to mean "Grant" or "Grant Agreement" as the context may provide. Similarly, the term "Provider" shall be construed to mean "Grantee" and the term "Contract Manager" shall be construed to mean "Grant Manager".

The section headings contained in this contract are for reference purposes only and shall not affect the meaning or interpretation of this contract.

The Department and Provider agree as follows:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1. Purpose and Contract Amount

The Department is engaging the Provider for the purpose of **obtaining a comprehensive professional Child Protective Investigation (CPI) training program to prepare, support and certify child welfare professionals that are charged with the responsibility to investigate child abuse and neglect.**, as further described in Section 2, payable as provided in Section 3, in an amount not to exceed \$____.

1.2. Official Payee and Party Representatives

1.2.1. The name, address, telephone number and e-mail address of the Provider's official payee to whom the payment shall be directed on behalf of the Provider are:

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

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

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

1.2.3. The name, address, telephone number and e-mail of the Provider's representative responsible for administration of the program under this Contract (and primary point of contact) are:

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

1.2.4. The name, address, telephone number and e-mail address of the Contract Manager for the Department for this Contract are:

Name: Lori McCray
Address: 210 N. Palmetto Ave. Suite 447-D
City: Daytona Beach State: FL Zip Code: 32114
Phone: (386) 481-9299 Ext: _____ E-mail: lori.mccray@myflfamilies.com

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

1.3. Effective and Ending Dates

This Contract shall be effective on **July 1, 2018** or the last date executed by a party, whichever is later. The service performance period under this Contract shall commence on **June 30, 2021** or the effective date of this Contract, whichever is later, and shall end at midnight, **Eastern time**, on **June 30, 2021**, subject to the survival of terms provisions of Section 7.4.

☐ This Contract may not be renewed.

☒ This Contract may be renewed in accordance with Section 26 of the PUR 1000 Form and, if renewed, costs for the renewal may not be charged to this Contract.

☐ This Contract may be renewed in accordance with Section 26 of the PUR 1000 Form and, if renewed, the renewal price(s) set forth in the bid, proposal, or reply are shown in Exhibit F__, subject to negotiation at renewal per section 287.057(13), Florida Statutes (F.S.).

1.4. Contract Document

This Contract is composed of Sections 1 through 9, Exhibits A through F, Attachments 1 through __ and any exhibits referenced in said attachments, and any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties.

1.4.1. The definitions found in the Standard Contract Definitions, located at: <http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf> are incorporated into and made a part of this Contract. Additional definitions may be set forth in Exhibit A, Special Provisions.

1.4.2. The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract. Sections 1.d., 2-4, 6, 8-13, 23, 27 and 31 of the PUR 1000 Form are not applicable to this Contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this Contract, such other terms or conditions shall take precedence over the PUR 1000 Form.

1.4.3. The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 9, as provided therein.

1.4.4. In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

1.4.4.1. Exhibits A through F;

1.4.4.2. Any documents incorporated into any exhibit by reference;

1.4.4.3. This Standard Integrated Contract;

1.4.4.4. Any documents incorporated into this Contract by reference;

1.4.4.5. Attachments 1 through __.

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. Except for advances, if any, provided for in this Contract, these deliverables must be received and accepted by the Contract Manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Department. The Department's determination of acceptable services shall be conclusive. 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. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. Except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by the Department to the extent that it prescribes a fixed price (previously called "fixed fee") payment method or does not provide a method of payment for added tasks.

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

Deliverables shall be as described in Exhibit D.

2.4. Performance Measures.

2.4.1. The performance measures for acceptance of deliverables are set forth in Exhibit D, Section D-1.

2.4.2. To avoid contract termination, Provider's performance must meet the minimum performance standards set forth in Exhibit E, Minimum Performance Measures, Section E-1, regardless of any other performance measures in this Contract. By execution of this Contract, the Provider hereby acknowledges and agrees that its performance under the Contract must meet these Minimum Performance Measures and that it will be bound by the conditions set forth therein. 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. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these standards, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

3. PAYMENT, INVOICE AND RELATED TERMS

The Department shall pay 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 that set forth in Section 1.1, 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 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 section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract specify otherwise. Any amount that is authorized for payment but is not available within forty (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 thirty-five (35) days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than 1 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, Method of Payment.

3.3. Invoices

3.3.1. The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract.

3.3.2. The final invoice for payment shall be submitted to the Department no more than **45** days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract 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 financial consequences as provided for in Section 6.1. The parties agree that the penalties provided for under Section 6.1. constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages

to the extent that this Contract so provides, or termination of this Contract per Section 6.2.3. and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 3.5, to the extent of such error.

3.5. Overpayments and Offsets

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

3.6. MyFloridaMarketPlace Transaction Fee.

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

4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

4.1. Compliance with Statutes, Rules and Regulations

In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Contract.

4.2. State Policies

The Provider shall comply with the policies set forth in the Department of Financial Services' Reference Guide for State Expenditures and active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing.

4.3. Independent Contractor, Subcontracting and Assignments

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

4.3.2. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida. 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 shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

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

4.3.4. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida or to a provider of the Department's selection, upon

giving prior written notice to the Provider. In the event of assignment by either party, this Contract shall remain binding upon the lawful successors in interest of the Provider and the Department.

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

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

- ☐ The Provider may subcontract under this Contract.
- ☐ This Provider is prohibited from subcontracting under this Contract.

4.3.7. To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (0.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

4.4. Provider Indemnity

Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this Contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms will also apply:

4.4.1. If the Provider 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 Provider 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.

4.4.2. Further, the Provider shall indemnify the Department for all costs and attorneys' fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record, as provided for under Section 5.3., including litigation initiated by the Department.

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

4.5. Insurance

The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. Upon the execution of this Contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Department reserves the right to require additional insurance as specified in this Contract.

4.6. Notice of Legal Actions

The Provider shall notify the Department of potential or actual legal actions taken against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact the

Department. The Department's Contract Manager will be notified within ten (10) days of Provider becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

4.7. Intellectual Property

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

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

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

4.8. Transition Activities

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

4.9. Real Property

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

4.10. Publicity

Without limitation, the Provider and its employees, agents, and representatives will not, without prior Departmental written consent 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.

4.11. Sponsorship

As required by section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) 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.

4.12. Employee Gifts

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

4.13. 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: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Contract Manager; and 2) other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml> 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 may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428. A reportable incident is defined in Children and Families Operating Procedure (CFOP) 180-4, which can be obtained from the Contract Manager.

4.14. Employment Screening

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

4.14.1.1. Employment history checks;

4.14.1.2. Fingerprinting for all criminal record checks;

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

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

4.14.1.5. Security background investigation, which may include local criminal record checks through local law enforcement agencies.

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

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

4.14.3. The Department requires, as applicable, the use of the Officer of Inspector General's Request for Reference Check form (CF 774), which states: "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 or a Contract Provider Agency, a check with the Office of Inspector General (IG) is required to determine if the individual is or has been a subject of an investigation with the IG's Office. 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 Provider, or if that individual is being promoted, transferred or demoted within the Department or Agency."

4.15. Human Subject Research

The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §§ 289, et seq., and may not

commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

4.16. Coordination of Contracted Services

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

In accordance with section 287.0575(2), F.S., each contract service provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of their health and human services contracts to their respective Contract Manager(s). The list must include the following information:

- 4.16.1. Name of each contracting State agency and the applicable office or program issuing the contract.
- 4.16.2. Name of each contracting State agency and the applicable office or program issuing the contract.
- 4.16.3. Identifying name and number of the contract.
- 4.16.4. Starting and ending date of each contract.
- 4.16.5. Amount of each contract.
- 4.16.6. A brief description of the purpose of the contract and the types of services provided under each contract.
- 4.16.7. Name and contact information of each Contract Manager.

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.

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 a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Department.

5.1.3. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 5.1.2.

5.1.4. 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.

5.1.5. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 2 CFR § 200.336, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

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

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

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

5.2. Inspections and Corrective Action

The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and CF Standard

subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this Contract. Following such review, the Department will deliver to the Provider a written report of its findings, and may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's written report. This provision will not limit the Department's termination rights under Section 6.2.4.

5.3. Provider's Confidential and Exempt Information

5.3.1. 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" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. The Provider agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

5.3.2. Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in 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:

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

5.3.2.2. The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 5.3.2.a. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.a., correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be 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 proprietary or trade secret information.

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

5.4. Health Insurance Portability and Accountability Act

☐ The Provider certifies that neither it nor its subcontractors will have access to, receive or provide Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (42 United States Code (U.S.C.) § 1320d.) and the regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) incidental to performance of this Contract.

☐ In compliance with 45 CFR § 164.504(e), the Provider shall comply with the provisions of Attachment __ to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to the Provider's performance of this Contract.

5.5. Data Security

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

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

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

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

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

5.5.5. The Provider agrees to notify 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.

5.5.6. The Provider shall at its own cost provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential Departmental data as provided in section 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 a breach or potential breach of personal and confidential Departmental data.

5.5.7. The Provider shall cause each of its subcontractors having access to Department data systems or maintaining any client or other confidential information in electronic form to comply with the provisions of Section 5.5. and the term "Provider" shall be deemed to mean the subcontractor for such purposes.

5.6. Public Records

5.6.1. The Provider 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 Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. As required by section 287.058(1)(c), F.S., it is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

5.6.2. As required by section 119.0701, F.S., to the extent that the Provider is acting on behalf of the Department within the meaning of section 119.011(2), F.S., the Provider shall:

5.6.2.1. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.

5.6.2.2. Upon request from the Department's custodian of public records, provide to the Department a copy of requested records or allow the records to be 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.

5.6.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to the Department.

5.6.2.4. Upon completion of the 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 the 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 the 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 that is compatible with the information technology systems of the Department.

5.6.3. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OR CHAPTER 119, F.S., TO THE CONTRACTOR'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, 1317 WINEWOOD BLVD., TALLAHASSEE, FL 32399.

6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

6.1. Financial Penalties for Failure to Take Corrective Action

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

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. The penalty, if imposed, shall not exceed ten percent (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. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

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

6.1.4. The deadline for payment shall be as stated in the 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. In accordance with Section 22 of PUR 1000 Form, this Contract may be terminated by the Department without cause upon no less than thirty (30) calendar days' notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.

6.2.2. This Contract may be terminated by the Provider upon no less than thirty (30) calendar days' notice in writing to the Department unless a sooner 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 twenty-four (24) hours' notice in writing to the Provider. The Department shall be 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 the Contract upon no less than twenty-four (24) hours' (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the 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 written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Contract. 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 shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

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. To be terminated under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider.

6.2.6. In the event of termination under Sections 6.2.1. or 6.2.3., the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.

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 submitted a false certification under section 287.135, F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

6.3. Dispute Resolution

6.3.1. Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department, which shall be reduced to writing and a copy of the decision shall be provided to the Provider by the Contract Manager. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Department's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution.

6.3.2. After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract.

6.3.3. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the exhibits or other attachments, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties.

6.3.4. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.

6.3.5. This section shall not limit the parties' rights of termination under Section 6.2.

6.3.6. All notices provided by the Department under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.3. by U.S. Postal Service or any other delivery service that provides verification of delivery, or by hand delivery. All notices provide by the Provider under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.4 by U.S. Postal Service or any other delivery service that provides verification of delivery, or by hand delivery.

7. OTHER TERMS

7.1. Governing Law and Venue

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be 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 as provided in Section 46 of the PUR 1000 Form.

7.2. No Other Terms

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

7.3. Severability of Terms

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

7.4. Survival of Terms

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

7.5. Modifications

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

7.6. Anticompetitive Agreements

The Provider will 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. Communications

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

7.8. Accreditation

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

7.9. Transitioning Young Adults

The Provider understands the Department's interest in assisting young adults aging out of the dependency system. The Department encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

7.10. DEO and Workforce Florida

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

7.11. Purchases by Other Agencies

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.047, Florida Administrative Code, if requested by another agency. Other State agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7.12. Unauthorized Aliens

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 section 274A(e) of the Immigration and Nationality Act (8 U.S.C. § 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider and its subcontractors will enroll in and use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employee assigned to the contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

7.13. Civil Rights Requirements

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

7.14. Use of Funds for Lobbying Prohibited

The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a State agency.

7.15. Public Entity Crime and Discriminatory Contractors

Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7.16. Whistleblower's Act Requirements

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

7.17. PRIDE

Articles which are the subject of or are required to carry out this Contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this Contract, the Provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

7.18. Recycled Products

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

8. FEDERAL FUNDS APPLICABILITY

The terms in this section apply if the box for Federal Funds is checked at the beginning of this contract.

8.1. Federal Law

8.1.1. The Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 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 Department of Labor regulation 41 CFR, Part 60 if applicable.

8.1.3. If this Contract contains over \$100,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to the Department.

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

8.1.5. 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). 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.

8.2. Federal Funding Accountability and Transparency Act (FFATA)

The FFATA Act of 2006 is an act of Congress that requires the full disclosure to the public of all entities or organizations receiving federal funds.

8.2.1. The Provider will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Contract includes \$30,000 or more in Federal Funds (as determined over its entire term). The Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds and receives more than \$25 million in total federal funding.

8.2.2. The Digital Accountability and Transparency Act (DATA) 2014 is an expansion of the FFATA Act of 2006, the purpose is for further transparency by establishing government-wide data identifiers and standardized reporting formats to recipient and sub-recipients.

8.3. Federal Whistleblower Requirements

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

9. CLIENT SERVICES APPLICABILITY

The terms in this section apply if the box for Client Services is checked at the beginning of this contract.

9.1. Client Risk Prevention

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

9.3. Emergency Support to the Deaf or Hard-of-Hearing

9.3.1. The Provider and its subcontractors shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Procedure (CFOP) 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.

9.3.2. If the Provider or any of its subcontractors employs 15 or more employees, the Provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database by the 5th business day of the month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The name and contact

information for the Provider's Single-Point-of-Contact shall be furnished to the Department's Grant or Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

9.3.3. The Provider shall, within thirty (30) days of the effective date of this requirement, contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.

9.3.4. The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and their subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

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

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

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

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

9.4. Confidential Client and Other Information

Except as provided in this Contract, the Provider shall not use or disclose but shall protect and maintain the confidentiality of any client information and any other information made confidential by Florida law or Federal laws or regulations that is obtained or accessed by the Provider or its subcontractors incidental to performance under this Contract.

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

9.4.2. Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. § 2020(e)(8), 42 U.S.C. § 602 and 2 CFR § 200.303 and 2 CFR § 200.337, 7 CFR § 272.1(c), 42 CFR §§ 2.1-2.3, 42 CFR § 431.300-306, 45 CFR § 205.

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

By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described in Section 1.4.

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

PROVIDER:

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature: _____
Print/Type _____
Name: _____
Title: _____
Date: _____

Signature: _____
Print/Type _____
Name: _____
Title: _____
Date: _____

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

Federal Tax ID # (or SSN): _____

Provider Fiscal Year Ending Date: ____/____/____.

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EXHIBIT A – SPECIAL PROVISIONS

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

A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A-1.1 Contract Terms

This contract is a three (3) year term, and may be renewed.

A-1.2 Program or Service Specific Terms:

A-1.2.1 Agency - The Department, or specific county Sheriff 's Offices, or CBC providers who are providing child welfare services to their local community.

A-1.2.2 Certification - Certification is the formal recognition process whereby an individual has demonstrated the knowledge, skills, abilities, values and attitudes necessary to competently discharge the duties of a Florida Child Protection Professional, as evidenced by the successful completion of all applicable classroom instruction, field training, testing, and job-performance requirements of his/her position classification. Certification must meet the requirements of the FCB.

A-1.2.3 Certification Program - For the purposes of this contract, the certification program refers to the Florida 's Child Welfare Professional Certification. This program 's curriculum is designed to train individuals charged with the responsibility to investigate child abuse and neglect, supervise abused and neglected children, and must meet the requirements of the FCB.

A-1.2.4 Child Protective Investigator (CPI) - An authorized agent in a professional position within the Department or designated sheriff 's office with the authority and responsibility of investigating reports of child abuse, neglect or abandonment received by the Florida Abuse Hotline as defined in Section 39.01(61). F.S.

A-1.2.5 Child Welfare Services - As defined in 402.40(2) (a), F.S. is any intake, protective investigation, pre-protective services, protective services, foster care, shelter and group care, adoption and related services, support services, supervision, and legal services provided to children who are alleged to have been abused, abandoned, or neglected, or who are at risk of becoming, are alleged to be, or have been found dependent pursuant to Chapter 39, Florida Statutes.

A-1.2.6 Circuit 3 - The specific geographical area of the Department of Children and Families (formerly referred to as Districts) which are aligned to match the local judicial circuit court system. Circuit 3 includes Columbia, Dixie, Hamilton, Lafayette, Madison, Suwannee, and Taylor counties.

A-1.2.7 Circuit 8 - The specific geographical area of the Department of Children and Families (formerly referred to as Districts) which are aligned to match the local judicial circuit court system. Circuit 8 includes Alachua, Baker, Bradford, Gilchrist, Levy, and Union counties.

A-1.2.8 Circuit 4 - The specific geographical area of the Department of Children and Families (formerly referred to as Districts) which are aligned to match the local judicial circuit court system. Circuit 4 includes Clay, Duval, and Nassau counties.

A-1.2.9 Circuit 7 - The specific geographical area of the Department of Children and Families (formerly referred to as Districts) which are aligned to match the local judicial circuit court system. Circuit 7 includes Flagler, Putnam, St. Johns, and Volusia counties.

A-1.2.10 Community Based Care (CBC) - A not-for-profit lead service agency with local community ownership ties in which the Department contracts for the delivery of foster care and other related child welfare services.

A-1.2.11 Core Competencies - As described in Section 402.40(5)(a), F.S., and according to FCB requirements, core competencies refer to the range of fundamental and essential knowledge, skills, abilities, values and attitudes as determined by the Department of Children and Families, that every Child Protection Professional must achieve, demonstrate and maintain in order to competently perform his or her work responsibilities.

A-1.2.12 Corrective Action Plan - An individualized, time-limited written contract between the individual, his or her supervisor, that supervisor's supervisor, and a Certified Child Welfare Instructor (as well as any other appropriate

individuals), which, at the discretion of the department, may be developed when the individual has failed to successfully carry out his or her job responsibilities or has otherwise failed to meet the Department's job performance expectations, absent special or other circumstances accommodated by the department.

A-1.2.13 Department - The Department of Children and Families (DCF)

A-1.2.14 Family Centered Practice (FCP) - Working with families in a manner to enhance capacity to care for and protect their children. Focused on needs and welfare of children within the context of their families and communities. Family centered practice recognizes the strengths of family relationships and builds on these strengths to achieve optimal results for children and families.

A-1.2.15 FCB - Florida Certification Board (FCB) is the final authority in the certification process and is responsible for the total operation of the certification system for substance abuse counselors, prevention specialists, criminal justice professionals, mental health professionals, child protection professionals, and behavioral health technicians in Florida. The FCB's certification process is to assure consumers, the public, and employers that individuals certified are capable and competent, have been through a certain organized set of experiences, and have been judged to be qualified.

A-1.2.16 Field Experience Evaluation - A formal, on-the-job, competency-based evaluation tool to determine if a trainee can perform essential job responsibilities to the minimum acceptable standards.

A-1.2.17 Field Training - A portion of the pre-service training curriculum whereby the trainee is under the direct and constant supervision of a Certified Child Protection Professional supervisor and he/she is placed in the field to conduct hands-on training and familiarization (i.e. accompanying certified staff on home visits, court appearances or reviewing case record documentation).

A-1.2.18 FSN - Florida Safe Families Network (FSN) is the Department's statewide automated system containing all reports, investigations, special conditions referrals, child-on-child sexual abuse reports and related child safety assessments and safety actions or plans and cases regarding child abuse, neglect or abandonment and pertinent information regarding all activities involved in investigative and some case management functions, including the Child's Resource Record. FSN is the state's primary record for each investigation and case and all documentation requirements of the system shall be met.

A-1.2.19 In-Service Training - A training designed to provide child welfare staff with additional knowledge and skills to perform their job responsibilities. In-Service Trainings may be delivered to new and/or existing staff. In-Service Training topics should correspond with topics which are IV-E Eligible listed in F-1.2.9 Title IV-E Eligibility Table.

A-1.2.20 NER or Northeast Region - The twenty (20) counties that comprise the geographical area of the Department of Children and Families. These counties are: Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Flagler, Gilchrist, Hamilton, Lafayette, Levy, Madison, Nassau, Putnam, St. Johns, Suwannee, Taylor, Union, and Volusia. The NER is further subdivided into multiple circuits aligned to coincide with the local judicial circuit court system.

A-1.2.21 On Line Training - Or distance learning is the process by which technology is used for education in ways where the trainee does not have to physically be in the classroom. Access to the instructor is gained through technology such as the internet, interactive videoconferencing, or teleconferencing methods. On-line training may be self-paced or a timed learning experience.

A-1.2.22 Phase One Training - The initial or Phase One of the pre-service training, consists of classroom training with intermittent days of field work.

A-1.2.23 Phase Two Training - This section of the training is primarily field based. During this time the employee begins their job with close supervision by the team supervisor, and with consultation by a trainer.

A-1.2.24 Post-Test - The administration of a competency-based criterion-referenced, proctored, written test which is administered at the conclusion of the formal pre-service training program. The purpose of this test is to measure the level of each trainee's basic knowledge of the Florida child protection laws, principles and policies and to gauge each individual's ability to apply these rules in the appropriate conditions. Successful passing of this test will allow the trainee to proceed with Phase II.

A-1.2.25 Pre-Service Training - Basic classroom and field training provided to new hired child welfare staff to ensure that they have the job knowledge and skills necessary to perform their responsibilities in a satisfactory manner.

A-1.2.26 Pre-Test - A Child Welfare Written Test which is administered at the beginning of the pre-service training curriculum. The pre-test is designed to record baseline data on each trainee's basic understanding of child protection issues prior to formal training and to provide the trainee with an opportunity to gain familiarity with the testing instrument as well as some of the curriculum course content.

A-1.2.27 Re-Certification - The Process whereby the certification of a currently Certified Child Protective Investigations Professional must be renewed based upon the individual's continuing ability to satisfy on-going training requirements as specified by the FCB, and meet both the demands of the job and the expectations of the department.

A-1.2.28 Re-Test - The subsequent administration of the Child Protection Written Test for those trainees who do not receive a passing score on their first attempt taking the post-test.

A-1.2.29 Supervising for Excellence - This program refers to the Department's approved curriculum for Child Welfare supervisors, which addresses a certification process for CPI supervisors. The supervisors' participation in this training is subsequent to successful completion of all certification activities, including the Performance Assessment. It is no longer a required program, but is optional based on Department need. This is not to be confused with the Department's Human Resource Department's initiative for all supervisors employed by the department.

A-1.2.30 Trainee/ Participant - A participant in the State of Florida Child Welfare Training Program. A trainee remains in this status during the entire period of time he or she is in pre-service training. During this time, the trainee may only assist Child Protection staff in the performance of their job duties, if he or she is accompanied by and under the direct and constant supervision of a Certified Child Protection Professional. Upon successful completion of the Phase I post-test, the trainee is eligible to progress to Phase II, and may assume the role and responsibilities of a Child Protection Professional.

A-1.2.31 Training Delivery - Any method of transferring course offerings to learners. Variants are instructor-led training, web-based distance learning, self-paced learning, and structured on-the-job training.

A-1.2.32 Training Delivery Networks - The aggregate of training space throughout the provider's service area in which Child Welfare Pre-Service and Certification Training Services are provided.

A-1.2.33 Waiver Test - The competency-based, criterion-referenced, proctored, written (or on-line) test which, at the discretion of the department, may be administered to an individual whose credentials and qualifications meet the minimum educational and experiential criteria of a Child Protection Professional as outlined in Rule 65C-33.011, F.A.C. The waiver test is designed to measure the level of the individual's basic knowledge of Florida child protection laws, principles and policies, and to assess the individual's ability to appropriately integrate and apply fundamental child welfare/child protection concepts in his or her decision-making, when determining how best to meet the safety, permanence and well-being needs of a child.

A-1.2.34 Written Test - A competency-based, criterion-referenced test designed to measure the basic knowledge required for trainee.

A-1.3 Contract Document

A-1.3.1 The documents, or the latest revisions thereof, listed in Exhibit A1- Incorporated Documents are incorporated herein and made a part of this Contract.

A-1.3.2 The Non-Expendable Property Provisions contained in Exhibit A2 shall apply to this contract.

A-2. STATEMENT OF WORK

A-2.1 The Department reserves the right to determine satisfactory performance of the Provider in carrying out tasks and completing deliverables specified in this contract through review of activity reports, supporting documentation and Department monitoring.

A-3. PAYMENT, INVOICE AND RELATED TERMS

There are no additional provisions to this section of the Standard Integrated Contract.

A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

There are no additional provisions to this section of the Standard Integrated Contract.

A-5. RECORDS, AUDITS AND DATA SECURITY

There are no additional provisions to this section of the Standard Integrated Contract.

A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

There are no additional provisions to this section of the Standard Integrated Contract.

A-7. OTHER TERMS

There are no additional provisions to this section of the Standard Integrated Contract.

A-8. FEDERAL FUNDS APPLICABILITY

There are no additional provisions to this section of the Standard Integrated Contract.

A-9. CLIENT SERVICES APPLICABILITY

There are no additional provisions to this section of the Standard Integrated Contract.

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EXHIBIT A1 – INCORPORATED DOCUMENTS

(Other than Reports – See Exhibit C)

The following documents are incorporated into the Contract by reference.

INCORPORATED DOCUMENTS (Other than Reports – See Exhibit C, Section C-2.5 for Reports)		
Document Title	Contract Provision(s) Affected	Location
Standard Contract Definitions	Standard Contract	http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf
HIPAA Terms and Conditions	Standard Contract, HIPAA Compliance Section 5.4	https://www.hhs.gov/hipaa/for-professionals/privacy/

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EXHIBIT A2

NON-EXPENDABLE PROPERTY PROVISIONS

Rule 60A-1.017, Florida Administrative Code (F.A.C.), places certain documentation requirements on state agencies for service contracts which provide for a Provider to purchase tangible personal property when the ownership of that property will subsequently be transferred to the state. These clauses are required if the Provider is being reimbursed for actual expenditures and such purchases are included in the approved contract budget. This includes all contracts utilizing a cost reimbursement method of payment or a combination fixed price and cost reimbursement method of payment. Substance Abuse and Mental Health contracts must follow the property requirements in Chapter 65E-14, F.A.C. Additional information regarding the management and disposition of property can be found in CFOP 80-2, Office of Management and Budget (OMB) Circular A-102, OMB Circular A-110, and other appropriate federal regulations, laws, and state statutes and rules. The contract manager can provide a sample letter to be submitted prior to purchase of any property.

Property: 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.

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 Children and Families Operating Procedure (CFOP) 80-2.

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. At least annually the Provider shall submit a complete inventory of all such property to the Department whether new purchases have been made or not.

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; 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.

The contract manager must 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 no later than 30 days 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.

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.

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.

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

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EXHIBIT B - SCOPE OF WORK DRAFT

B-1. SCOPE OF SERVICE

General Statement - The successful vendor shall develop and deliver a comprehensive and enhanced professional Child Protective Investigation (CPI) training program to meet the specific needs of the Northeast Region. The CPI training program shall successfully prepare, educate, and support child welfare professional certification candidates and current CPIs who are charged with the responsibility to investigate alleged child abuse, neglect and abandonment cases.

B-1.1 It is the Northeast Region's preference to have a comprehensive and enhanced Child Protection Investigation (CPI) program with flexible and innovative service delivery.

B-1.1.2 Comprehensive: Ideally the program will include Child Protection Investigation (CPI) training for a full range of staff needs (New Hire ➡ Current CPI ➡ Supervisor). NER staff (including supervisors) will be prepared, educated, supported, and will be successful with obtaining child welfare certification(s).

B-1.1.3 Enhanced: Further developing a CPI's knowledge and abilities, the program will include trainee Training and Mentoring until certification. Additional Child Welfare trainings will preferably be offered to enhance expertise of NER Child Welfare Professionals.

B-1.1.4 Flexible: Service delivery will include scheduled and planned trainings, yet ideally will also be flexible enough to adjust final delivery dates and locations. Trainings will occur in various locations, where needed, within the Northeast Region.

B-1.5 Innovative: Service delivery will preferably be customizable, and provided as needed rather than offered as a standard program. Optimal delivery will be services available in an "a la carte" manner for the upcoming month, and adjusting other levels of services/deliverables accordingly.

B-1.2 Training may be provided by various modalities, to include a series/combination of:

Classroom Instruction, FSN Familiarization Training, Field Training, On-Line Distance Learning, Formal Testing, Instructor Observation/Feedback/One-On-One Consultation, and Technical Assistance (in coordination with the Department and the Department approved Child Welfare credentialing entity).

B-1.3 While it is recognized that the Department and the successful vendor will initially collaborate on classes/courses/module delivery, it is the Department's desire to have a comprehensive Pre-Service Training Program in place as quickly as possible after contract execution to ensure that qualified Child Protective Investigation(CPI) staff are available to conduct their assigned duties.

The desired target date to start the first Pre-Service training class is the week of July 16-23, 2018. The actual start date and the selected Circuit(s) to receive the initial training are to be finalized during negotiations.

B-2. MAJOR PROGRAM GOALS

B-2.1 Be responsive to the Northeast Region's hiring and training needs, and location for trainings, by communicating and collaborating with the Department on the delivery of the CPI training program.

B-2.2 Ensure that designated Child Protective Investigators (and their supervisors) in the NER obtain the knowledge, skills, abilities, values and attitudes to professionally and competently carry out their work responsibilities to adequately protect children from abuse, abandonment, neglect or those who are at risk.

B-2.3 Positively influence the quality of decisions made regarding children and families who require assistance from child welfare services.

B-2.4 Positively influence the quality of care provided to children who are at risk of being, or have been, removed from their home due to abuse, abandonment or neglect.

B-2.5 Ensure that Child Welfare Professionals performing protective investigation services understand his/her obligation to continuously assess child safety, permanency and well-being needs throughout the life of each child protection case.

B-2.6 Ensure that Child Welfare Professionals delivering child welfare services are exposed to the principles of Family Centered Practice theory as espoused by the National Resource Center for Family-Centered Practice (NRCFCP).

B-2.7 Ensure that Child Welfare Professionals involved in the training program are presented with updated information, and know how to access all applicable federal law, state statutes, rules and Department policies related to child welfare protective investigation services.

B-2.8 Assist with improving and standardizing the information gathering process, improving quality and consistency for decision making, eliminating redundant processes, gaining efficiencies through enhanced technology, and professionalizing and empowering the frontline staff.

B-3. SERVICE AREA/LOCATIONS/TIMES

B-3.1 Service Delivery Location: Service delivery shall occur in locations reflective of the location where the majority of the trainees/participants are located (within the Northeast Region). Counties served: Columbia, Dixie, Hamilton, Lafayette, Madison, Suwannee, Taylor, Alachua, Baker, Bradford, Gilchrist, Levy, Union, Clay, Duval, Nassau, Flagler, Putnam, St. Johns and Volusia.

B-3.2 Service Times: Services will primarily be delivered from 8:00 AM through 5:00 PM Monday through Friday, excluding lunch hours and State of Florida holidays. Dates and times for various training classes/courses/modules may vary throughout the fiscal year depending on the course curriculum and/or topic. Training dates and times shall be coordinated in advance with the Department. The Provider shall advise the Department of planned and unplanned absences, or changes in work schedule.

B-3.3 Changes in Location: The Provider shall notify the contract manager of any changes in the mailing address, telephone number(s), or physical location of its administrative offices within seven (7) calendar days prior to change.

B-4. CLIENTS TO BE SERVED This is a non-client services contract. Services will be provided to child protective investigator trainees, child protective investigators and their supervisors.

B-5. CLIENT ELIGIBILITY Child Protective Investigative staff for the Department and their supervisors located in the Northeast Region.

B-6. EQUIPMENT The Provider shall purchase and maintain sufficient equipment to deliver the agreed upon services. The Provider shall maintain a database for the student internship program for collection of information (name, gender, placement location, placement supervisor, commencement date, termination date, evaluation scores, post internship employment, etc.) for use by the Department, and contracted Provider staff. As used in this section "property" includes:

B-7.1 Equipment, furniture, fixtures, motor vehicles, and other personal property of a non-consumable and non-expendable nature, the original acquisition cost or estimated fair market value of which is \$1,000 or more, and the expected useful life of which the time of transfer or purchase is one (1) year or more.

B-7.2 All computers with an expected useful life of which at the time of transfer or purchase is one (1) year or more.

B-7.3 For further information see Exhibit A2, Non-Expendable Property Provisions.

B-7. CONTRACT LIMITS Services will be limited by funds available as detailed in Exhibit F, Section F-1 and at the discretion of the Department based on needs.

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EXHIBIT C - TASK LIST DRAFT

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 Task List will be finalized during negotiations with the successful vendor.

C-1.1 Task List will include at a minimum, but not limited to, the following:

C-1.1.1 A communication and collaboration meeting/conference/committee – the vendor shall develop the format and coordinate the delivery of this task item.

C-1.1.2 A CPI training program – the vendor shall develop and coordinate the delivery of a training program, with input and approval from the Department, that shall address, but not be limited to:

C-1.1.2.1 Pre-Service (Phase 1) training will occur in a formal classroom setting. **Optimal delivery is Pre-Service classes available to occur every month in needed NER location(s).**

C-1.1.2.2 Assessments/Tests/Waivers will be conducted in a sufficient manner, and in accordance with Department approved policies and procedures, which will produce well informed Certified Florida Child Protection Professionals.

C-1.1.2.3 Training and Mentoring which further develops trainees' knowledge and abilities, will occur from the time a trainee passes Pre-Service until certification.

C-1.1.2.4 Phase II training will occur in a field based setting. This will include direct hands on activities to practice and enhance CPI education and job readiness.

C-1.1.3 Trainee Reports will be submitted regularly, and will track activities and document overall trainee progress.

C-1.1.4 Title IV-E eligible in-service trainings course(s) for current CPIs and their supervisors based on eligible Title IV-E topics (see Section F-1.2.9 for Title IV-E Eligibility).

C-2. ADMINISTRATIVE TASKS

C-2.1 Staffing

C-2.1.1 The Provider's key positions, funded through this contract, and their responsibilities shall be outlined.

C-2.1.3 The Provider shall notify the contract manager within five (5) calendar days of the change or vacancy of any positions funded through this contract. In the event that a contracted position becomes available due to staff turnover, the Provider shall make and document a good faith effort to fill that position within thirty (30) days of it becoming vacant.

C-2.2 Professional Qualifications

C-2.2.1 Positions funded through this contract shall include information on the specific job responsibilities, and the minimum qualifications of staff shall be included.

C-2.2.2 Senior Trainers and Trainer staff shall have a minimum of two (2) years of documented certified protective investigation experience. Any waiver of this requirement must be approved by the Department in writing.

C-2.2.3 A security background screening and five-year employment rescreening shall occur in accordance with Chapter 435, Florida Statutes, of all program personnel employed by the Provider. Background screening documentation shall be maintained on file with the Provider's employment records.

C-2.3 Subcontracting This contract does not allow the Provider to subcontract for the provision of any services under this contract.

C-2.4 Records and Documentation

C-2.4.1 The Provider shall maintain records in accordance with federal and state confidentiality laws and regulations.

C-2.4.4 The Provider shall comply with "public records" requirements as defined in Section 119.011, F.S. and shall promptly notify the Department of any requests made for public records.

C-2.5 Reports (programmatic and to support payment)

C-2.5.1 The Provider shall submit to the Department, at minimum, the invoice and reports listed below. The Department and the successful vendor shall determine required reports and report content/format during final negotiations.

Report Title	Reporting Frequency	Report Due Date	Number of Copies Due	Reporting Recipient
TBD	Monthly	TBD	1 electronic	DCF Contract Manager
TBD	Monthly	TBD	1 electronic	DCF Contract Manager

C-2.5.2 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 independently by the contract manager.

C-2.5.3 The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in this contract.

C-2.5.4 The reports identified above shall be completed by the Provider and submitted to the contract manager for review in accordance with the listed schedule of frequency. The reports must be received timely and approved as acceptable by the contract manager before payment can be processed for invoice(s) received in the same month of the report's due dates. The Department has the option to allow the Provider additional time to remedy objections or insufficiencies and resubmit complete, acceptable reports. All reports shall be maintained in the official contract file. Contract payments may be withheld for non-compliance. Corrective action may be taken for non-compliance.

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

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EXHIBIT D – DELIVERABLES DRAFT

D-1. SERVICE UNITS

D-1.1 This is a cost reimbursement contract. A service unit is one month of service tasks described in and meeting the requirements in section C-1.1, subject to the terms and conditions herein.

The Task List will be finalized during negotiations with the successful vendor.

D-1.2 As indicated in Section E-1.1 the Provider will conduct a minimum of ...

The Performance Measures will be finalized during negotiations with the successful vendor

D-1.3 The Department will measure compliance with minimum requirements by reviewing reports from Section C-2.5, and reviewing supporting documentation submitted to document performed service activities listed in Section C-1.1.

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EXHIBIT E – MINIMUM PERFORMANCE MEASURES DRAFT

E-1. PERFORMANCE SPECIFICATIONS

E-1.1 Minimum Performance Measures

*** The Minimum Performance Measures will be finalized during negotiations with the successful vendor ***

E-1.1.1 TBD – will be negotiated with the successful vendor.

E-1.1.2 TBD – will be negotiated with the successful vendor.

E-1.1.3 TBD – will be negotiated with the successful vendor.

E-1.2 Description of Performance Measurement Terms

E-1.2.1 Outcomes – Quantitative and qualitative indicators that can be used by the Department to objectively measure performance toward a stated goal.

E-1.2.2 Performance Measures – Quantitative and qualitative indicators, outcomes and outputs that can be used by the Department to objectively measure the Providers performance.

E-1.3 Performance Evaluation Methodology

E-1.3.1 Measuring Outcomes.

The Department will measure the outcomes found in paragraph E-1.1 above as follows:

E-1.3.1.1 Compliance with E-1.1.1 will be determined TBD – will be negotiated with the successful vendor.

E-1.3.1.2 Compliance with E-1.1.2 will be determined TBD – will be negotiated with the successful vendor.

E-1.3.1.3 Compliance with E-1.1.3 will be determined TBD – will be negotiated with the successful vendor

E-1.4 Performance Standards Statement

E-1.4.1 By execution of this contract the Provider hereby acknowledges and agrees that its performance under this 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 3 months, for the Provider to correct performance deficiencies. If performance efficiencies 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's contract manager has the sole authority to determine whether there are extenuating or mitigating circumstances.

E-1.5 Providers Responsibilities

E-1.5.1 The Provider will be responsible for designing a training program in consulting with the Department on the specific hiring capacity and training needs for the region.

E-1.5.2 The Provider will be responsible for delivering training services in consulting with the Department on the specific hiring capacity and training needs for the region.

E-1.5.3 Coordination with other Providers and entities. The Provider shall coordinate some tasks with external entities and/or organizations (i.e. Florida Certification Board), in order to fully implement the requirement of the CPI Training program. By providing integrated services, working agreements with these entities may help clarify roles and responsibilities and establish a shared vision for improving outcomes for the CPI Training program.

E-1.6 Department Responsibilities

E-1.6.1 The Department is the final authority with regard to compliance with programmatic outcome measures.

E-1.7 Department Determinations

E-1.7.1 The Department is the final authority with regard to compliance with programmatic outcome measures.

E-1.7.2 The contract manager reserves the right to approve or disapprove any conditions related to this contract.

E-1.7.3 Monitoring Requirements. The monitoring of the contract shall be performed by the Department in accordance with CFOP-75-2, Contract Management System for Contractual Services, and CFOP 75-8, Policies and Procedures of Contract Oversight.

EXHIBIT E1-1
MONTHLY REPORT – * FORMAT TBD *

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EXHIBIT F - METHOD OF PAYMENT DRAFT**F-1. PROJECT FUNDING**

This is a cost reimbursement contract. The Provider shall refer to 2CFR, Part 220, Cost Principles for Educational Institutions (formerly OMB Circular A-21). The Department shall reimburse the Provider for allowable expenditures incurred pursuant to the terms of the contract as outlined in the Budget and Budget Narrative (Exhibit F2).

This is a multi-year contract, and the total dollar amount will not exceed \$ _____, subject to the availability of funds. The following is a list of scheduled funding by fiscal year:

FY 2018-2019: \$ _____, subject to the availability of funds

FY 2019-2020: \$ _____, subject to the availability of funds

FY 2020-2021: \$ _____, subject to the availability of funds

F-1.1 Funding Sources

F-1.1.1 The anticipated funding sources for the resulting contract are: General Revenue, Child Welfare Training Trust Fund, Children and Family Tobacco Settlement Trust Fund, Welfare Transition Trust Fund, and Title IV-E. These funds are subject to availability.

F-1.1.2 The vendor is responsible for tracking expenditures by corresponding funding source, and ensuring that all funds are being utilized to the fullest extent possible to draw down funds accordingly; namely Title IV-E expenditures (see section F-1.2.9 for specific information on Title IV-E eligibility).

F-1.1.3 INCENTIVE - The vendor may earn additional Title IV-E funding, subject to the availability of funding, by delivering additional Title IV-E eligible services in accordance with the table in Section 3.10.2.9, Title IV-E Eligibility Table. Any additional Title IV-E services, for additional Title IV-E funding, must be agreed upon and coordinated with the Department beforehand, documented in writing, and have written approval from the DCF contract manager.

F-1.2 Allowable Costs

F-1.2.1 The Department reserves the right to negotiate the line item budget and budget narrative to ensure allowable, reasonable and necessary expenditures.

F-1.2.2 Only costs in accordance with the Office of Management and Budget (OMB) Circular A-21, Cost Principles for Higher Institutions, will be allowable.

F-1.2.3 Costs for property including Information and Technology (IT) resources will be considered. Property is defined as equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with the normal expected life of one (1) year or more.

F-1.2.4 Administrative costs, including any indirect costs that are administrative in nature shall not exceed 10% of the total operating costs of the proposed budget.

F-1.2.5 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-1.2.6 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 website.

F-1.2.7 The Provider shall appropriately track and charge all allowable Title IV-E costs in accordance with the table in F-1.2.9 below, and will minimize expenditures which are non-Title IV-E allowable costs.

F-1.2.8 The Provider shall maximize available Title IV-E funding by consistently providing training services which are Title IV-E eligible as outlined in table F-1.2.9 below:

F-1.2.9 Title IV-E Eligibility Table:

Title IV-E Eligible Trainings:	
<ul style="list-style-type: none"> • Pre-Service Core Curriculum • Pre-Service CPI Specialty Track (IV-E eligible topics only) • In-Service Training (IV-E eligible topics only) 	
Costs that can be charged for Title IV-E Eligible Trainings:	
<ul style="list-style-type: none"> • Trainer Salary/Benefits while teaching and preparing for trainings • Travel • Materials • Rent/Training Room Costs 	
Title IV-E Eligible Training Topics (75% Federal Participation Rate):	
Training Subject	Description
AFCARS System	Training around the Adoption and Foster Care Analysis and Reporting System.
Assessment	Assessments to determine whether a situation requires a child's removal from the home. This cannot include how to conduct a child abuse and neglect investigation.
Child Abuse/Neglect Issues	The impact of child abuse, and neglect on a child and general overviews of the issues involved in child abuse and neglect investigations. The training cannot be related to how to conduct an investigation of child abuse and neglect.
Child Development	Training covering child development.
Communication Skills	Communication skills required to work with children and families.
Cultural Competency	Cultural competency related to children and families.
Domestic Violence	General domestic violence issues related to children and families in the child welfare system. Cannot be related to providing treatment or services.
Effects of Separation	Effects of separation, grief, and loss.
Ethics Training	Ethics training associated with a Title IV-E state plan requirement.
Foster Parent Training	Foster care candidate determination and pre-placement activities directed toward reasonable efforts. The training cannot be related to providing a service.
Independent Living	Independent living and the issues confronting adolescents preparing for independent living. This category does not include trainings for 18-24 year olds.

Mental Health	General mental health issues related to children and families in the child welfare system. Cannot be related to providing treatment or services.
Permanency Planning	Permanency planning including using kinship care as a resource for children involved with the child welfare system.
Preserving Families	Training on how to preserve, strengthen, and reunify families. Training cannot be related to providing treatment or services.
Referrals to Services	Training on referrals to services. Cannot include how to perform the service.
SACWIS	Training on Florida Safe Family Network (FSFN) which is a Statewide Automated Child Welfare Information System (SACWIS).
Social Work Practice	Social work practice skills including family centered practice and social work methods such as interviewing and assessment.
Substance Abuse	General substance abuse issues related to children and families in the child welfare system. Cannot be related to providing treatment or services.
Title IV-E Policies	Title IV-E policies and procedures.
Visitation/Family Time	Training covering visitation/family time.

F-2. LINE ITEM BUDGET AND BUDGET MODIFICATIONS

Budget modifications will be allowed under the following conditions:

F-2.1 The Provider is authorized to transfer, without a contract amendment, expenditure authority from one line item to another line item for an amount agreed upon, only if the following conditions are met:

F-2.1.1 The change does not decrease or increase the original dollar amount of each state fiscal year's contract budget (funds do not roll over);

F-2.1.2 There is another line item in the budget from which funds can be shifted without affecting the overall scope of the work; and,

F-2.1.3 The change does not involve establishing a new line item.

F-2.2 The Provider shall notify the contract manager in writing of the necessity and the details of the budget transfer prior to submitting an invoice that reflects the expenditure authority transfer.

F-2.3 Modifications to Budget and Budget Narrative, except as noted above, must be requested in writing by the Provider, with justification supporting the need for the modification. If approved, the contract manager will notify the Provider in writing and proceed with initiating an amendment to this contract. No changes may be implemented prior to the execution date of the formal amendment.

F-3. INVOICE REQUIREMENTS

F-3.1 The Provider shall request payment on a monthly basis through submission of a properly completed Invoice (Exhibit F1) along with the supporting documentation identified in Section E-1.1, within thirty (30) calendar days following the end of the month for which payment is being requested.

F-3.2 Payment shall be authorized only for allowable expenditures, which are in accordance with the limits specified in the Budget and Budget Narrative (Exhibit F2).

F-3.3 Final expenditures shall be submitted to the contract manager no later than forty-five (45) days after the end of each fiscal year of the contract (i.e. June 30th).

F-3.3 The Department's Chief Financial Officer required that all invoices for training services have an attached roster of all persons who received training and their position titles. This includes situations in which the Department has a contract (or other mechanism by which it is billed) specifically for training of Department staff, Provider staff clients and others.

F-4. SERVICE DELIVERY DOCUMENTATION

F-4.1 The Provider shall maintain records documenting the total number if recipients of services and names (or unique identifiers) of recipients to whom services were provided and the date(s) on which services were provided so that an audit trail documenting service provision is available. Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of Florida Accounting and Information Resource (FLAIR) reports or other detailed reports.

F-4.2 If any compensation under this contract is based on Provider costs, in order to be recognized for such purposes, all such costs must be of a type authorized by Attachment I, allowable in nature under Federal standards and State law, reasonable in amount and prudently incurred in the performance of services under this contract. Additionally, cost reimbursement remains subject to any contract terms relating to performance and other conditions affecting compensation. Except as otherwise provided in Attachment I, to the extent that administrative, overhead or similar costs are recognized for purposes of compensation, such costs are limited to recurring costs normally and prudently incurred in the ordinary course of business in the delivery of services under this contract and will not include extraordinary costs or costs resulting from or relating to uninsured loss, litigation or nonrecurring events, regardless of cause. Furthermore, recovery of any cost is barred by the indemnity provisions of this contract to the extent resulting from any imprudent or negligent act or omission of the Provider, its agents, employees or subcontractors.

F-4.3 Expenditures and supporting documentation shall meet the minimum requirements established by the Department of Financial Services, Division of Accounting, Bureau of Auditing, Reference Guide for State Expenditures, which is available at the Department of Financial Services website.

F-5. FINANCIAL CONSEQUENCES TABLE - DRAFT

Financial consequences will be applied as indicated in the following table:

Performance Measures and Tasks	Reporting Frequency	Target	Minimum Acceptable	Payment Adjustment if below minimum	Payment Adjustment application time frame
TBD	Monthly	TBD	TBD	TBD% of the total paid for the quarter that was below minimum acceptable performance.	Monthly Invoice following Monthly Review
TBD	Monthly	TBD	TBD	TBD% of the total paid for the quarter that was below minimum acceptable performance.	Monthly Invoice following Monthly Review
TBD	Monthly	TBD	TBD	TBD% of the total paid for the quarter that was below minimum acceptable performance.	Monthly Invoice following Monthly Review

EXHIBIT F1

INVOICE - * Format to be determined *

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EXHIBIT F2
BUDGET AND BUDGET NARRATIVE
SAMPLE ONLY

I. Personnel – Salaries	
TBD – <i>this position is responsible for ...</i>	\$
TBD - <i>this position is responsible for ...</i>	\$
TBD - <i>this position is responsible for ...</i>	\$
TBD - <i>this position is responsible for ...</i>	\$
TBD - <i>this position is responsible for ...</i>	\$
SALARIES SUBTOTAL	\$
II. Fringe Benefits	
TBD - <i>these benefits provide ...</i>	
TBD - <i>these benefits provide ...</i>	
TBD - <i>these benefits provide ...</i>	
FRINGE SUBTOTAL	\$
III. Travel	
<i>Travel includes...</i>	
TRAVEL SUBTOTAL	\$
V. Indirect Costs	
<i>These costs include ...</i>	\$
INDIRECT SUBTOTAL	\$
TOTAL AMOUNT	\$

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ATTACHMENT 1

FINANCIAL AND COMPLIANCE AUDIT ATTACHMENT

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 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.

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 electronic copy)

Lori McCray, Assigned NER Contract Manager

Email address: Lori.McCray@myflfamilies.com

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: 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:

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

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.

ATTACHMENT 2

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: