

APPENDIX V: MANDATORY REQUIREMENTS CHECKLIST

MANDATORY CRITERIA CHECKLIST		
SNR18FS02ITN To Become the Lead Agency for Community-Based Care in the Southern Region - Circuits 11 & 16		
Print Vendor's Name (Agency):		
Print Name of Department Reviewer (Procurement Manager):		
Signature of Department Reviewer:		Date:
Print Name of Department Witness:		
Signature of Department Witness:		Date:
1. Was the reply received by the date and time specified in the ITN and at the specified address? <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail Comments:		
2. Does the reply include the following?		
a.	Signed Certificate of Signature Authority, naming the vendor and its Authorized Representative (see note at bottom of Section A of Appendix II for acceptable alternatives)	<input type="checkbox"/> (YES) = Pass <input checked="" type="checkbox"/> (NO) = Fail
b.	Master Certification, including the names of vendor and its Authorized Representative and signature of the Authorized Representative.	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
3. Is the "True" box in the Master Certification checked for each of the following?		
a.	Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
b.	Certification of Representations Per Section 9 of PUR 1001	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
c.	Certification of Authority to Do Business in Florida	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
d.	Statement of No Involvement	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
e.	Conflict of Interest Statement (Non-Collusion)	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
f.	Certification Regarding Subcontractors and Other Providers	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
g.	Certification Regarding Lobbying	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
h.	Certification Regarding Scrutinized Companies List	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
i.	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
j.	Certification Regarding Prior Contractual Obligations	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
k.	Certification of Representations Per Sections 287.133 & 287.134, F.S.	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
l.	Certification of a Drug Free Workplace	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
The reply includes the following "breakers" certification documents:		
	Appendix III m. - Certification of a Certified Minority Business Enterprise	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Appendix III n. - Certification of a Service Disabled Veteran's Business Enterprise	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Appendix III o - Certification of a Florida Business	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Appendix III p - Certification of a Foreign Manufacturer with a Factory in Florida	<input type="checkbox"/> Yes <input type="checkbox"/> No
Comments:		
4. Has the Department verified that the Vendor is not on the Convicted Vendor List or the Discriminatory Vendor List? <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail		
Comments:		

APPENDIX VI: VENDOR INFORMATION

Full Legal Name of the Business:	
Federal Employer Identification #:	DUNS Number:
Country and State of Incorporation:	
Principle Place of Business:	
Brief description of Vendor's organization, including number of years in business, subsidiaries, parent corporations, officers: include organization charts and details concerning the number of facilities by geographic location:	
Brief description of Vendor's principal type of business, history, and what uniquely qualifies the subcontractor for the work described in this ITN:	
Statement of whether the Vendor has filed for bankruptcy protection in the past five (5) years or is currently in the process of filing or planning to file for bankruptcy protection or financial restructuring or refinancing. If so, provide court and case number.	
Identification of any potential or actual conflicts of interest that might arise for the Vendor as a result of contract award to the Vendor, and describe in detail the plan to eliminate or mitigate them. Such conflicts include, but are not limited to, those covered by APPENDIX XI , Section 6 of the PUR 1001. Address both personal and organizational conflicts.	
Reservations the Vendor must make if unable to certify completely all of the items in APPENDIX XI , Section 9 of the PUR 1001 entitled "Representation and Authorization." If no reservations are made in this section of the reply, the Vendor shall be deemed to attest to the truth of all of listed items and the Department may rely upon them.	
Names and addresses of all affiliated or related companies, partnerships or associations (including subcontractor, if any) and a brief description of its relationship to the Vendor.	
Statement of whether the Vendor is proposing to use any subcontractors to perform the work described in this ITN and APPENDIX IX – THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I.	

*Signature of Authorized Representative

[Enter Name and Title of Authorized Representative]

*Name and Title of Authorized Representative

*This individual must have the authority to bind the Vendor.

APPENDIX VII: SUBCONTRACTOR LIST

The list will identify the subcontractors, or potential subcontractors, with a Recipient/Subrecipient relationship who will perform work under the contract(s) resulting from this solicitation. The Vendor shall have determined to its own complete satisfaction that a listed subcontractor has been successfully engaged in the related subcontracted services and is qualified to provide the services for which each subcontractor is listed. This list is not included in the page count identified in section 4.2.5.

SUBCONTRACTOR Number ____ Of ____	
Full Legal Name of the Business:	
Federal Employer Identification #:	DUNS Number:
Country and State of Incorporation:	
Principle Place of Business:	
Description of Subcontractor's organization, including number of years in business, subsidiaries, parent corporations, officers: include organization charts and details concerning the number of facilities by geographic location:	
Brief description of Subcontractor's principal type of business, history, and what uniquely qualifies the subcontractor for the work described in this ITN:	
Statement of whether the Subcontractor has filed for bankruptcy protection in the past five (5) years or is currently in the process of filing or planning to file for bankruptcy protection or financial restructuring or refinancing. If so, provide court and case number.	
Identification of any potential or actual conflicts of interest that might arise for the Subcontractor as a result of contract award to the Subcontractor, and describe in detail the plan to eliminate or mitigate them. Such conflicts include, but are not limited to, those covered by APPENDIX XI , Section 6 of the PUR 1001. Address both personal and organizational conflicts.	
Reservations the Subcontractor must make if unable to certify completely all of the items in APPENDIX XI , Section 9 of the PUR 1001 entitled "Representation and Authorization." If no reservations are made in this section of the reply, the subcontractor shall be deemed to attest to the truth of all of listed items and the Department may rely upon them.	

Duplicate table as required.

*Signature of Authorized Representative

[Enter Name and Title of Authorized Representative]

*Name and Title of Authorized Representative

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Contract No. _____

Client Non-Client

CFDA No. _____

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD CONTRACT

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". The Department and Provider agree as follows:

1. **Purpose.** The Department is engaging the Provider for the purpose of _____, as further described in Attachment I hereto. 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 or review to confirm contract compliance. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to add services that are incidental or complimentary to the original scope of services. Except where the method of payment is prescribed by law, compensation will be equitably adjusted by 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. **Effective and Ending Dates.** This Contract shall be effective on _____ or the last date executed by a party, whichever is later. The service performance period under this Contract shall commence on _____ or the effective date of this Contract, whichever is later, and it shall end at midnight Select a Time Zone, on _____, subject to the survival of terms provisions of Section 33.j hereof.
3. **Payment for Services.** The Department shall pay for contracted services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract of an amount not to exceed _____ or the rate schedule, subject to the availability of funds and the Department's determination of satisfactory performance of all terms by the Provider. 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.
4. **Contract Document.** The Provider shall provide services in accordance with the terms and conditions specified in this Contract including its attachments, _____ and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties. 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, 20, 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.
5. **Compliance with Statutes, Rules and Regulations.** In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all state and federal laws, rules and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, including but not limited to those described in Section 33 of this Contract.
6. **Official Payee and Party Representatives**

<p>a. The name, mailing address and e-mail address of the Provider's official payee to whom the payment shall be made are:</p> <p>Name: _____</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip Code: _____</p> <p>Phone: _____</p> <p>ext: _____</p> <p>e-mail: _____</p>	<p>c. The name, address, telephone number and e-mail address of the Contract Manager for the Department for this Contract is:</p> <p>Name: _____</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip Code: _____</p> <p>Phone: _____</p> <p>ext: _____</p> <p>e-mail: _____</p>
<p>b. The name of the contact person and address, telephone, and e-mail address where the Provider's financial and administrative records are maintained are:</p> <p>Name: _____</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip Code: _____</p> <p>Phone: _____</p> <p>ext: _____</p> <p>e-mail: _____</p>	<p>d. 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:</p> <p>Name: _____</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip Code: _____</p> <p>Phone: _____</p> <p>ext: _____</p> <p>e-mail: _____</p>

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 and the notification attached to the originals of this Contract.

7. **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 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 30.

8. **Independent Contractor, Subcontracting and Assignments.**

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- a. In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of 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.
- b. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of 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 shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.
- c. The Provider shall not assign its responsibilities under this Contract to another party, in whole or in part, without prior written approval of the Department, upon the Department's sole determination that such assignment will not adversely affect the public interest. No payment shall be made to any factor or other person who has been assigned or transferred the right to receive payment except upon full and faithful performance of the Provider's duties hereunder. Any assignment or transfer occurring without prior approval of the Department shall be null and void.
- d. 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.
- e. The Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.
- f. The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Standard Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.
- g. 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, Florida Statutes (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 subcontractor in the amount of one-half of one percent (.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 percent (15%) of the outstanding balance due.
9. **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:
- a. 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.
- b. Further, the Provider shall indemnify the Department for all costs and attorney's 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 26.c. hereof, 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.
10. **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. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations 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 expiration or cancellation. The Department reserves the right to require additional insurance as specified in this Contract.
11. **Notice of Legal Actions.** The Provider shall notify the Department of potential or actual legal actions against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact the Department. The Department's Contract Manager will be notified within 10 days of Provider becoming aware of such actions or potential actions from the day of the legal filing, whichever comes first.
12. **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 Department of Children and Families Operating Procedure (CFOP) 215-8 in the manner prescribed in CFOP 215-8. 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

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415, F.S., this provision is binding upon both the Provider and its employees.

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

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

b. No later than twelve months following 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.

c. 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 assure implementation of agreed emergency relief provisions.

14. 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.

a. 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 the Special Provisions of Attachment I as having specific limitations, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by the Department its employees, agents or contractors for State of Florida purposes during the term of this Contract and perpetually thereafter.

b. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but 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 for State of Florida purposes.

15. 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.

16. 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.

17. 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.

18. 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.

19. Invoices. 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.

20. Final Invoice. The final invoice for payment shall be submitted to the Department no more than ____ 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 all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

21. 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 provided for in Section 29 hereof. The parties agree that the penalties provided for under Section 29 hereof constitute financial consequences under sections 267.058(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,

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applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides or termination of contract per Section 29 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 22, to the extent of such error.

22. **Overpayments.** 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 promptly made 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 amount due under this Contract at any time any amount due to the Department from the Provider under this or any other contract or agreement and payment otherwise due under this Contract will be deemed received regardless of such offset.

23. **Payment on Invoices.** Pursuant to 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. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a Provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Provider requests payment. Payment shall be made only upon written acceptance by the Department and shall remain subject to subsequent audit or review to confirm contract compliance.

24. **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 342-2762.

25. **Records, Retention, Audits, Inspections and Investigations.**

- a. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract.
- b. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Department.
- c. 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 25.b.
- d. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.
- e. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 45 CFR, section 92.36(j)(10), shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.
- f. A financial and compliance audit shall be provided to the Department as specified in this Contract and in Attachment _____.
- g. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).
- h. No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

26. **Public Records.**

- a. As required by section 287.058(1)(c), F.S., 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. 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 the Contract.
 - I. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. 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 in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with Section 28.b.
 - II. The Provider must clearly label any portion of the documents, data, or records submitted to the Department 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.

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III. 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 26.b. Accompanying the submission shall be an updated version of the justification under Section 26.b, 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.

IV. 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.

b. 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:

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

II. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

III. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

IV. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Provider upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

c. 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. 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.

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

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

a. An appropriately skilled individual shall be identified by the Provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the 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.

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

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

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

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

f. The Provider shall at its own cost provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential Departmental data as provided in section 817.5881, 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.

The Provider shall cause each of its subcontractors having access to Department data systems or maintaining any client or other confidential information in electronic form to comply with the provisions of this Section 29 and the term "Provider" shall be deemed to mean the subcontractor for such purposes.

29. **Financial Penalties for Failure to Take Corrective Action.**

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

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or to make acceptable progress on such corrective action.

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

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

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

30. The Following Termination Provisions Apply to this Contract:

a. This contract may be terminated by either party without cause upon no less than one-hundred-twenty (120) calendar days notice in writing unless a sooner time is mutually agreed upon in writing.

b. In the event funds for payment pursuant to this Contract become unavailable, 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.

c. 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 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.

d. 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.

All notices of termination provided under this Section shall be in writing on paper, physically sent to the official contact person under Section 6 by U.S. Postal Service or any other delivery service that provides verification of delivery or by hand delivery. In the event of termination under paragraphs a. or b., the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.

31. **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.

32. **Dispute Resolution.** Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department's Contract Manager, who shall reduce the decision to writing and provide a copy to the Provider. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Contract Manager's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution 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. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the Attachment I or other attachment, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties' rights of termination under Section 30 hereof. All notices provided under this Section shall be in writing on paper, physically sent to the official contact person under Section 6 by U.S. Postal Service or any other delivery service that provides verification of delivery or by hand delivery.

33. Other Terms

a. Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication, in writing, except for notices of termination per Section 30, such communication includes email, and attachments are deemed received when the email is received.

b. This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be in Leon County, Florida. Unless otherwise provided in Attachment I or in any amendment hereto, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

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- c. Articles which are the subject of or are required to carry out this Contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 948, F.S., in the same manner and under the procedures set forth in subsections 948.515(2) and (4), F.S. For purposes of this Contract, the Provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE at (800) 643-8459.
- d. The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of section 403.7065, F.S.
- e. 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.
- f. The Department of Economic Opportunity and Workforce Florida: The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Department encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.
- g. 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.
- h. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.
- i. If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.
- j. Survival of terms. The parties agree that, unless a provision of this Standard Contract, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this Contract concerning obligations of the Provider and remedies available to 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.
- k. In the event of a conflict between the provisions of the documents comprising this Contract, the documents shall be interpreted in the following order of precedence:
- i. Attachment I and other attachments, if any;
 - ii. Any documents incorporated into any attachment by reference;
 - iii. This Standard Contract;
 - iv. Any documents incorporated into this Standard Contract by reference.
34. **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.
35. **Additional Requirements of Law, Regulation and Funding Source.** As provided in Section 5 of this Contract, the Provider is required to comply with the following requirements, as applicable to its performance under this Contract, as they may be enacted or amended from time to time. Provider acknowledges that it is independently responsible for investigating and complying with all state and federal laws, rules and regulations relating to its performance under this Contract and that the below is only a sample of the state and federal laws, rules and regulations that may govern its performance under this Contract.
- a. **Federal Law**
- i. If this Contract contains federal funds, the Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 45 CFR, Parts 74 and 92, the Federal Uniform Grant Guidance and other applicable regulations.
 - ii. If this Contract contains \$10,000 or more of federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.
 - iii. If this Contract contains over \$100,000 of federal funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Department.
 - iv. No federal funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment _____. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Contract.
 - v. If this Contract contains federal funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 8081). 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

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each violation or the imposition of an administrative compliance order on the responsible entity, or both.

vi. Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by 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.

b. **Civil Rights Requirements.** In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida 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 VII of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within 30 days of execution of this Contract and annually thereafter in accordance with 45 CFR, Part 80 and CFOP 80-16.

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

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

e. **Scrutinized Companies.** If this Contract is for an amount of \$1 Million or more, 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.

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

g. **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, 83.162, 83.165, 383.412, 384.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.285, 415.107, 415.285, 741.3165 and 916.107, F.S. Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602 and 42 U.S.C. §1396a(a)(7) and 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §431.300-30845 CFR §400.27(a) and 45 CFR §205.50. A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

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

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

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

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

iii. The Provider shall contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs fifteen (15) or more employees. This Single Point of Contact will ensure effective communication with customers or companions who are deaf or hard of hearing in accordance with Section 504 and the ADA and

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coordinate activities and reports with the Provider's Single Point of Contact.

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

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

vi. The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored or was denied. The Provider shall distribute the Customer Feedback form to customer or companion for completion and submission to the Department of Children and Families Office of Civil Rights.

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

viii. The Department requires each contract/subcontract provider agency's direct service employees to complete the online training: Serving our Customers who are Deaf or Hard of Hearing (as requested of all Department employees) and sign the Attestation of Understanding. Direct service employees will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

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

- i. Employment history checks;
- ii. Fingerprinting for all criminal record checks;
- iii. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);
- iv. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and
- v. Security background investigation, which may include local criminal record checks through local law enforcement agencies.

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

k. **Human Subject Research.** The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 CFR, Part 46, and 42 U.S.C. section 280, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

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

In accordance with Section 287.0575(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:

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

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

Signature: _____
Print/Type Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

STATE AGENCY 29 DIGIT FLAIR CODE: _____
Federal Tax ID # (or SSN): _____ Provider Fiscal Year Ending Date: ____/____/____

1. SCOPE OF WORK

The Lead Agency shall deliver a comprehensive array of foster care and related services as defined in s. 409.986 and 409.988, F.S. to eligible children and families in the geographic area described in Section 1.1., while ensuring each child's safety, well-being and permanency.

1.1 Geographic Service Area

Services shall be provided in Circuit (insert #)/ (insert name(s)) Counties. As provided in Rule 65C-30.018, Florida Administrative Code, out-of-county services will be provided as agreed between contracted service providers.

1.2 Clients to be Served

Services are provided to children and families who are in need of family support services, safety management services, independent living, adoption services and post-adoption services. Clients eligible for service under this Contract shall be determined in accordance with the provisions of: Chapters 39, 63, and 409, F.S., and Chapters 65C-13 through 65C-17 and 65C-28 through 65C-31, 65C-33, 65C-38, 65C-41 through 65C-43, Florida Administrative Code (F.A.C.); and, Titles IV-B and IV-E of the Social Security Act. The Department shall make the final determination as to client eligibility for services. In the event of any disputes regarding client eligibility, dispute resolution, as described in Section 5.2, shall be implemented.

1.3 Service Times

Service under this Contract shall be provided 24 hours per day and 365 days a year.

1.4 Limits of Service

1.4.1 Service Responsibility

Pursuant to Section 409.988(1)(a), Florida Statutes, the Lead Agency will identify services being provided to the children and families served. The Lead Agency and the Department shall complete an assessment of current services provided, identify any needed services not presently provided and what would be required to provide the services. The assessment will include a review of family support services, safety management services, treatment services, and child well-being services to address the complex needs of all children, including teens, and caregivers served within their local systems of care. The Lead Agency and the Department will identify gaps in services being provided and the reason for such gaps. Once gaps are identified, the Lead Agency may elicit the assistance of the Department in securing the resources to fill the identified gaps in service, and the Department will have an opportunity to review the supporting data collected by the Lead Agency prior to providing assistance.

1.4.2 Mitigating Financial Risk To The Lead Agency

The Community-Based Care Risk Pool process established by section 409.990(7), F.S., will be used to mitigate the financial risk to the Lead Agency, regardless of the funding level of the Risk Pool. Should available Risk Pool resources be insufficient to meet the needs of the Lead Agency and other approved applicants, the Lead Agency will work with the Department to pursue additional funding through other available resources, including the Florida Legislature, taking into consideration the unmet needs of other approved

applicants. The Lead Agency shall submit to its respective Department Regional Managing Director a Plan for Financial Viability (Plan) by August 15. The Department will establish the criteria that must be contained in the Plan. The Lead Agency will submit to the Department quarterly reports on the implementation status of the submitted Plan, and once a year, an annual summary implementation report will be due August 1 of each subsequent year. Any lead agency that requests additional funding for two consecutive fiscal years will be subjected to an internal audit by the Department. The Secretary will designate the team members to perform such audit.

1.4.3 Compliance with all state laws and rules, federal laws and regulations, etc.

The Lead Agency will comply with and ensure that all of its subcontractors will comply with all state laws and rules, federal laws and regulations, Department Operating Procedures (CFOP's) or Department-approved Lead Agency policies and procedures, Department policy memos, and Practice Guidelines, as they may be promulgated or amended. The Department has prepared the CBC Authority and Requirements Reference Guide (see Exhibit A) as an informal aid, but the Lead Agency has an independent obligation to identify and understand all state laws and rules, federal laws and regulations and Department CFOPs. The Department will provide reasonable notice and an opportunity for the Lead Agency to provide comment prior to the implementation of Department policy memos unless there is an immediate danger to the health, safety or welfare of clients. Department policy memos will be issued through the contract manager to the Lead Agency's designated official point of contact. The Lead Agency point of contact will submit proposed policies and procedures for review and approval to the contract manager. The Department will respond to the Lead Agency's request for policy approval within a reasonable time period in support of Lead Agency continuity of operations. If the Lead Agency objects to implementation of a Department policy memo or operating procedure within 30 days of receipt of Department notice thereof, it shall identify the basis for such objection which may include, but is not limited to, impact to provision of services for all children or increased financial obligation that cannot be met. The Department will respond to such objection within thirty (30) days of receipt. If the Department determines that it will still seek implementation of the contested policy memo or operating procedure, the Lead Agency may seek review by the appropriate Director or the Office of Child Welfare, Assistant Secretary or Deputy Secretary, or who will be the final decision-maker on the issue. Department-approved Lead Agency policies and procedures shall be valid for the term of the contract, updating as necessary to align with changes in statute, rule and operating procedures.

- 1.4.4** The Department will consult with the Lead Agency regarding pending lawsuits that may affect services under this Contract but will have no obligation to the Lead Agency to undertake or change any position in the case. The Lead Agency shall comply with any requirements imposed by an applicable court order or settlement related to such lawsuits. Verified increases in costs resulting therefrom will be considered under Section 1.4.2.

1.4.5 Transition Plan

The Lead Agency shall submit a transition plan six (6) months prior to any contract ending date unless notified by the Department that it intends to renew or extend the

contract. If a new provider is awarded the contract, the Lead Agency will meet with the Department and new contracted Lead Agency to develop a mutually agreed upon transition plan.

1.5 Service Task List: Management

1.5.1 General

1.5.1.1 The Lead Agency shall implement policies and procedures and monitor compliance to ensure that the provision of all services is fully documented in the child's master file in the Florida Safe Families Network (FSFN). The Lead Agency shall ensure that FSFN is updated within two (2) working days for standard case work of any changes known to the Lead Agency or its Case Management Organizations.

The delineation of FSFN documentation responsibilities between the Lead Agency and Child Protective Investigators is to be negotiated within the Circuits. The President/CEO of the Lead Agency and the Department (insert applicable region) Regional Managing Director shall confer regarding the delineation of FSFN documentation responsibilities under the preceding sentence if the parties are unable to agree. The Department Assistant Secretary for Child Welfare or designee will make a final determination when the President/CEO of the Lead Agency and the Department (insert applicable region) Regional Managing Director are unable to agree.

The delineation of FSFN documentation responsibilities between the Lead Agency and Sheriff's Office Child Protective Investigators is to be negotiated within the Circuits by the Lead Agency and the Sheriff's Office responsible for Child Protective Investigations, where applicable. If the parties are unable to agree, they may confer with the Regional Managing Director regarding the delineation of FSFN documentation responsibilities. The Regional Managing Director or designee will make a final determination when the Lead Agency and Sheriff's Office are unable to agree.

1.5.1.2 The Lead Agency shall comply with all activities related to information systems in accordance with the "Community-Based Care Information System Requirements" (See Exhibit A).

1.5.1.3 The Lead Agency and its subcontractors shall be responsible for ensuring that all approved mobile devices used to connect to the Department's network or systems will at all times have appropriate security measures implemented per requirements in Chapter 74-2.003, F.A.C., and CFOP 50-2 Chapter 4 to protect all data.

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

1.5.1.5 The Lead Agency and its subcontractors shall maximize the use of federally funded programs such as Medicaid, Supplemental Security Income (SSI), to accurately determine eligibility for Title IV-B and Title IV-E, as per CFOP's 170-15, 175-59 and

175-71. The Department will exercise reasonable cooperation and will not take action to impair the Lead Agency's ability to maximize such funds. The Lead Agency and its subcontractors shall maintain client eligibility records and make them available in a timely manner for federal and state audits. Failure to earn appropriate funds may result in a corresponding reduction of the total amount paid under this Contract.

The Lead Agency shall:

1. Develop and implement an annual monitoring plan that addresses oversight and accountability of accurate federal funding eligibility to be submitted to the contract manager for review prior to execution of the plan by the Lead Agency. The plan must provide for a mechanism to perform ongoing reviews for accuracy in federal funding eligibility requirements, documented in FSFN Eligibility Module & Case Notes (See Exhibit B- Federal Funding Annual Eligibility Monitoring Report (Template)).
 2. Conduct file reviews annually and document the results in the FSFN note feature. Samples of cases shall be drawn from FSFN identifying cases coded as eligible for each type of funding. Separate samples may be drawn as appropriate for IV-E Foster Care, IV-E Adoption Assistance, and TANF Adoption Subsidy. In general, a statistically valid sample at the 90%/10% confidence level/interval will be used. However, in order to assess the variability of practice, purposive samples may be drawn rather than pure random sampling. The Lead Agency shall compile and submit a monitoring summary report thirty (30) days following the review. The summary must include findings and recommendations for improvements. The summary shall be submitted to the contract manager for review
- 1.5.1.6 The Lead Agency shall ensure that the services identified in Section 1., Scope of Work, are provided in a family-driven, youth-guided, culturally and linguistically responsive, and integrated manner regardless of the county of origin. Out of County Services home studies shall be assigned within five (5) business days and completed within thirty (30) calendar days of assignment.
- 1.5.1.7 The Lead Agency shall administer the fee collection process for clients under its care in accordance with the laws, rules and regulations specifically addressing the responsibilities of representative payee for social security funds paid on behalf of any child served under this Contract. This includes establishing a depository bank account and becoming the representative payee of the clients. Funds received will be assessed maintenance fees, in accordance with section 402.33, F.S., and those fees will be transferred to the Department within thirty (30) days of receipt. The Department shall return the applicable portion of the deposits made to the Operations and Maintenance Trust Fund of the Department, as appropriated by the Legislature to the Lead Agency under this Contract for services provided to the client(s) and subsequently invoiced to the Department. Funds in excess of the assessed fees to the client(s) will be retained in the Client Trust Fund and administered on behalf of the client(s) by the Lead Agency as Representative Payee in accordance with the terms of this Contract.
- 1.5.1.8 The Lead Agency shall assume all responsibilities for administration of the personal property and funds of clients, as required by section 402.17, F.S., and Chapter 65C-17,

F.A.C. FSFN shall be the official system of record for Trust Fund activity when the function is implemented. Department personnel or their designees upon request may review all records relating to this section. Any shortages of client funds that are attributable to the Lead Agency shall be repaid, plus applicable interest, within one (1) week of the determination. Any shortages that are not repaid in accordance with this section may be recovered by the Department by deducting the amounts owed from subsequent payments owed to the Lead Agency for services provided under this Contract. The Lead Agency and the Department mutually agree to develop a transition protocol prior to the Lead Agency's assuming of responsibility for any Client Trust Fund assets. The transition protocol shall not be implemented until written authorization is received from the Social Security Administration which establishes the Lead Agency as the Representative Payee for eligible clients served under this Contract.

1.5.2 Coordination with Other Providers/Entities

- 1.5.2.1 The Lead Agency shall work in partnership with local agencies on the implementation and ongoing management of local interagency or working agreements.
- 1.5.2.2 The Lead Agency shall work with the Department's regional, circuit, or county staff to establish and take the lead on maintaining working agreements with other providers and Department entities, local housing authorities, local work force initiatives, and other local organizations in order to fully implement the requirements of the local child welfare System of Care. Working agreements shall clarify roles and responsibilities, establish a shared vision, and promote integrated community support and services in order to improve outcomes for families involved in the child welfare system.
- 1.5.2.3 The Lead Agency shall establish and maintain working agreements to include joint operating procedures with entities providing child protective investigations in counties served by the Lead Agency under this Contract.
- 1.5.2.4 The Lead Agency shall assist the Department's regional staff in developing interagency working agreement(s) with Federally Qualified Health Care Centers or Rural Health Care Centers that are located in its area of operation to address at least the following areas where applicable: dental services for children and families; medical and behavioral health care services for children and parents, including for parents without health care insurance coverage; nursing case management and health care coordination; and supportive services, such as transportation. The Lead Agency may be exempted from this requirement if it can show the Department's regional staff that it has an alternative plan in place that addresses all of the foregoing areas.
- 1.5.2.5 The Lead Agency shall work in partnership with the Department and its local Managing Entity on the development and implementation of a working agreement addressing the integration of child welfare and behavioral health.
- 1.5.2.6 The Lead Agency shall participate in local Leadership Teams formed to complete the Integration Self-Assessment and shall partner with the Department and the local Managing Entity in completion of local Plans of Action.

- 1.5.2.7 The Lead Agency shall dedicate resources to the execution of, and work in conjunction with the Department on the implementation and ongoing management of local and state plans for the promotion of adoption, support of adoptive families, post adoption services and support, and prevention of abuse, abandonment, and neglect of children as outlined in sections 39.001(9) and (10), F.S.
- 1.5.2.8 The Lead Agency shall dedicate resources to the execution of, and take the lead on, the implementation and ongoing management of local action plans for the early development and education of children and youth in out-of-home care. The goal of the local action plan is to improve the educational, employment and life skill outcomes for children and will address the need to identify any barriers that stand in the way of their doing well in school and work. The plan should also include assisting young children in school readiness, including access to quality child care, Early Head Start or Head Start, early childhood special education, Early Steps, and other early development and learning opportunities.
- 1.5.2.9 The Lead Agency shall participate in regional, local and community level task forces related to human trafficking, shall comply with the requirements of Chapter 65C-43, F.A.C., and shall ensure access to specialized service programs for minor victims of commercial exploitation, based on the victim's individual needs.
- 1.5.2.10 The Lead Agency shall work with the Department's regional criminal justice staff to establish and maintain working agreements with all local law enforcement agencies contained within the Lead Agency's service area. These working agreements shall clarify the roles, responsibilities, and information-sharing requirements as they relate to the reporting, investigation, and recovery of missing children. The Lead Agency will also ensure that it has provided and continually updates all law enforcement agencies contained within the Lead Agency's service area with twenty-four (24) hour Lead Agency contact information.
- 1.5.2.11 The Lead Agency shall be bound by and comply with and shall require its subcontractors to comply with the terms of "Children's Legal Services (CLS)" (see Exhibit C), which shall govern the relationship of the parties relating to the interaction between the Lead Agency and its subcontractors and the Department through CLS.

1.5.3 Staff Development and Training

The Lead Agency is responsible for the training and development of its staff and shall require sub-contracted Case Management Organizations to conduct necessary and appropriate training and development of their staff, including training on determining client eligibility for federal funding per section 1.5.1.5.

- 1.5.3.1 To ensure that the state and federal funding requirements are maintained, and to ensure a highly qualified, well-trained workforce, the Lead Agency shall:
1. Operate a comprehensive staff development and training program that includes Department-approved pre-service training for newly hired staff and Lead Agency in-service for experienced staff. In-service training should be based on the Lead Agency's needs assessments and in response to emergent needs, including changes in law and policy. In addition, the staff development and training

program must address findings from the following, in response to areas needing improvement: quality assurance reviews; contract oversight reviews; scorecards; federal Child and Family Services Reviews; and staff performance management trends and patterns.

2. The Lead Agency shall ensure that the Training Manager and/or CFO or designee complete the approved quarterly training report.
3. Submit an annual Staff Development and Training Plan. (See Exhibit B) The plan must be completed using the Annual Staff Development and Training Plan Template (See Exhibit B).

1.5.3.2 The Lead Agency shall complete a quarterly training expenditure report containing all classes offered during the reporting period. The Lead Agency shall obtain all training activities from subcontracted providers and compile them into one (1) quarterly training report. (Note: The pre-service and in-service portion of the training allocation may be used to provide Department-approved courses that lead to the certification of child welfare professionals and to support any training activity that the provider has identified as necessary to improve the skills and performance of provider staff. The allocation is limited to training activities, but is not limited to training that is specifically tied to eligible Title IV-E administrative activities.) Reports must be sent electronically to the contract manager and to the following email address: centersupport@usf.edu. Reports must be submitted using the Quarterly Training Template (See Exhibit B).

1. To ensure training costs are being reported as required, each Community Based Care Lead Agency will comply with the "Title IV-E Training support Reimbursement Training Report Instructions" (See Exhibit B).
2. The Lead Agency shall account for: (1) salaries, fringe benefits, travel, per diem, tuition, books and registration fees for title IV-E trainees in allowable short-term or long-term training (regardless of the duration of the training) for the time period the employee is actually participating in training. (2) Salaries, fringe benefits, travel and per diem for staff development personnel assigned to training functions to the extent time is spent performing such functions. (3) Salaries, fringe benefits, travel and per diem for experts outside the agency engaged to develop or conduct training programs. (4) Travel, per diem, tuition, book and registration fees for foster parents and other persons identified under section 474(a)(3)(B) of the Social Security Act in short-term training. (5) Costs of space, postage, training supplies, and purchase or development of training material.

1.5.3.3 The licensed out-of-home caregiver/adoptive parent training allocation may be used for a Department-approved, licensed, out-of-home caregiver preparation pre-service and in-service training, which the Department claims at an enhanced rate. Licensed, out-of-home caregiver preparation pre-service training shall meet the requirement of sections 409.175 and 409.145(2)(e), F.S., and adhere to the Partnership Plan for Children in Out-of-Home Care (see Exhibit A). Pre-service and in-service training shall include educational opportunities for out-of-home caregivers on decision-making related to application of a Reasonable and Prudent Parent Standard for

children in care, the responsibilities related to providing care for transitioning foster care youth, and all other educational opportunities related to enhancing an out-of-home caregiver's ability to provide quality care. All training parent pre-service curricula provided to licensed out-of-home caregivers/adoptive parents must first be approved by the Department. The Department is responsible for submitting the approved curricula to the federal Agency for Children and Families (ACF) as part of the Department's Five-Year Plan prior to the provider requesting reimbursement for these expenditures.

- 1.5.3.4 The Lead Agency and each sub-contracted Case Management Organization must comply with certification for persons providing child welfare services, pursuant to section 402.40, F.S. It is the responsibility of the Lead Agency and each sub-contracted Case Management Organization to maintain the integrity of the training and certification process by establishing agency policies that require timely child welfare certification and renewal as a condition of employment for child welfare service employees. Each employing agency shall also establish policy to ensure immediate reporting of ethics violations. All reporting of ethics violations complaints must be submitted in writing, on The Florida Certification Board (FCB) Ethics Complaint Form (See Exhibit A), within no more than 30 calendar days of becoming aware of the allegation.

1.5.4 Quality Assurance (QA) and Continuous Quality Improvement (CQI)

The Lead Agency is responsible for the quality of services provided directly by the Lead Agency and services provided by sub-contracted agencies and the direct service providers with which the Lead Agency has a direct contractual relationship. The Lead Agency shall operate a comprehensive QA/CQI program to address oversight and accountability of the child welfare services continuum. The lead agency shall ensure there is capacity and resources to sustain ongoing CQI processes, including designated CQI staff. All activities shall comply with the most recent version of the Department's "Windows into Practice: Guidelines for Quality Assurance Reviews" to fulfill the Department requirements for a comprehensive CQI system (see Exhibit A). The Guidelines for completing case reviews will be updated as necessary and posted on the Quality Improvement page of University of South Florida's Center for Child Welfare website. If the Lead Agency objects to implementation of a new provision of an element of the Windows Into Practice, the Chief Executive Officer shall, within 30 days of receipt of Department notice thereof, identify in writing the basis for such objection which shall include the impact to the provision of services for all children or increased financial obligation that cannot be met. The Department will respond to such objection within thirty (30) days of receipt. If the Department determines that it will still seek implementation of the contested provision, the Lead Agency may seek review by the Director of Child Welfare Performance and Quality Management. If the parties do not agree to the resolution, the issue may be escalated to the Assistant Secretary for Child Welfare or Deputy Secretary, who will be the final decision-maker on the issue.

- 1.5.4.1 The Lead Agency shall attend quarterly meetings with the Department to collaborate on federal and state QA and CQI initiatives.

1.5.4.2 The Lead Agency agrees to collaborate in special reviews as deemed necessary by both parties.

1.5.5 Licensing Tasks

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

- 1.5.5.1 Compliance with licensing requirements as described in sections 409.175 and 409.145(2)(e), F.S., Chapter 65C-13, F.A.C., and 42 U.S.C. §671(a)(20)(B)(i)-(ii).
- 1.5.5.2 If the Lead Agency elects the Attestation Model for either initial or re-licensure or both, then the Lead Agency shall follow all provisions as outlined in "Adoption of the Attestation Model for Family Foster Home Licensing" (see Exhibit A). The Lead Agency will review and approve all initial and/or re-licensing packets for all of its subcontracted agencies responsible for recruitment licensure and supervision for the purpose of foster home licensing and make a recommendation to the Department to issue or deny an initial license, or renew, revoke or modify an existing license. See the "Attestation of Foster Home Licensure Form," the "Licensing Standards Checklist for 24-hour Family Care" and the "Application for License to Provide Out-of-Home Care for Dependent Children" (see Exhibit A).
- 1.5.5.3 Recommend that the Department issue or deny an initial license or renew, revoke or modify an existing license. The Lead Agency shall submit all required family foster home re-licensing supporting documentation, or foster home licensing attestation form, to the Department at least thirty (30) calendar days prior to the expiration date of the current license. If the Lead Agency is unable to provide all required supporting documentation, or the foster home licensing attestation form, prior to the expiration of the license, the Department will immediately notify the Lead Agency, which shall immediately remove the children from the unlicensed home.
- 1.5.5.4 Conduct foster care referral reviews in FSFN and review incident reports from the incident reporting system that do not meet the legal definition of abuse, neglect or abandonment, but which reflect complaints about the conditions or circumstances within a foster home under contract with the Lead Agency; and whenever feasible will assist the Department's Regional Licensing Staff with the review of intakes with allegations against staff at group homes or foster parents who are under contract with the Lead Agency and located within the service delivery area. The Lead Agency will also respond to the conclusions of the investigation and identify any corrective action needed.
- 1.5.5.5 Consult with the Department's regional licensing office prior to making a determination to revoke, suspend, or deny a license and shall provide sufficient information to support the recommendation, as required by Rule 65C-13.035, F.A.C.
- 1.5.5.6 Provide copies of licensing records to the Department, within a mutually agreed upon reasonable time when requested.
- 1.5.5.7 Develop a corrective action plan with the family foster home as required by 65C-13.0034(3) and (4), F.A.C. The plan shall be developed by the supervising agency in conjunction with the licensed out-of-home caregivers and shall be approved by the Regional Licensing Authority.

Placements must be done in accordance with Rule 65C-13.025(2)(a), F.A.C.

1.5.6 Other Service System Tasks

- 1.5.6.1 At the request of the Secretary of the Department or his/her designee, or the Regional Managing Director/Regional Family and Community Services Director/Community Development Administrator or his or her designee, the Lead Agency shall provide performance information or reports other than those required by this agreement to a single point of contact designated by the Department.
- 1.5.6.2 The Lead Agency shall cooperate with the Department when a regulatory complaint about a licensed home or facility serving clients of the Lead Agency or one of its subcontractors results in an investigation.
- 1.5.6.3 The Lead Agency shall meet with the Regional Managing Director/Regional Family and Community Services Director/Community Development Administrator and Community Alliance representatives on a quarterly basis, or as otherwise requested by the Department, to provide a briefing on the status of its operation.
- 1.5.6.4 If conditions exist that could possibly interrupt service delivery, the Lead Agency shall notify the Department as soon as such condition is reasonably made known to the Lead Agency.
- 1.5.6.5 The Lead Agency will pay the cost (and ensure its subcontractors pay the cost) of background screening for their respective employees, foster and adoptive parents, and relative and non-relative caregivers providing care for children for placements they have initiated. The Lead Agency will be responsible for ensuring all volunteers and mentors within the Lead Agency's service area who are working within the system of care under the direct control of the Lead Agency, including subcontracted providers, are appropriately background screened. Volunteer is defined as any individual who assists for more than 10 hours per month or any individual who assists on an intermittent basis for less than 10 hours per month but is not in the line of sight of a person who meets the screening requirement of this section. The Lead Agency is also responsible for establishing local protocols for background screening of informal safety plan providers as a result of safety plan modifications after case transfer. Criminal history checks of informal safety plan providers are limited to state and local records which do not require fingerprints.
- 1.5.6.6 The Lead Agency and its subcontractors shall comply with the Cost of Living Increase in accordance with section 409.145(4), F.S.

1.6 Service Task List: Safety

1.6.1 Child Protection Tasks

The Lead Agency shall ensure the delivery of Child Protection Tasks, including, but not limited to:

- 1.6.1.1 Delivery of foster care and services based on a trauma-sensitive individualized case plan developed pursuant to state and safety measurement standards, sections 39.6011, 39.6012, 39.6013, 39.602, and 39.603, F.S., and documentation of all services in the child's FSFN master file.

- 1.6.1.2 Provision of availability of services upon receipt of each case and documentation of actions taken in relation to provision being made available for each specific service identified in the plan. Should information that does not impact the safety determination be incomplete, the Lead Agency shall not delay provision of available services while the CPI is collecting the necessary information. Transfer of primary responsibility shall occur upon completion of the Family Functioning Assessment (FFA).
- 1.6.1.3 Delivery of a coordinated response to requests from the Department or Sheriff's Office conducting child protective investigations related to its coordination of child safety issues with DJJ and APD. The Lead Agency recognizes that certain children, who are at risk of abuse or neglect, cross multiple systems of care and multiple state agencies.
- 1.6.1.4 Development with the Department of a community process for responding to Parent Needs Assistance referrals that are not investigations, but which require prevention services.

1.6.2 Safety Management and Family Preservation Services

- 1.6.2.1 The Lead Agency shall provide Safety Management Services and ensure that safety plans are managed during ongoing case management following case transfer.
- 1.6.2.2 If, prior to the completion of the Family Functioning Assessment (FFA) - Investigation, the CPI identifies a need for a Present Danger Safety Plan or at the conclusion of the FFA, the CPI identifies impending danger and the need for an Impending Danger Safety Plan that cannot be accommodated by informal supports, the Lead Agency will facilitate access to an array of formal Safety Services.
- 1.6.2.3 The Lead Agency is responsible for working in partnership with the Department to fully implement and operationalize the Child Welfare Practice Model (CFOP 170-1).

1.7 Service Task List: Permanency

1.7.1 Adoption Services

The Lead Agency shall deliver Adoption Services, including, but not limited to:

- 1.7.1.1 Services designed to prepare children for adoption placement.
- 1.7.1.2 Recruitment and retention of adoptive families for children with special needs, and families that reflect the racial and ethnic diversity of children waiting for adoptive homes.
- 1.7.1.3 Registration and maintenance of information on the Adoption Information section of FSFN to include children waiting for adoption and approved adoptive families. In addition, the Lead Agency shall maintain Adoption Exchange website information on a continual basis.
- 1.7.1.4 Providing pre- and post-adoption support services to adoptive families, including services leading to and after legal finalization of the adoption.

Examples include assessment of the child and family for needed services and supervision of the child in the adoptive home; referral to appropriate medical, mental health and behavioral management services; services relevant to children with developmental disabilities, if applicable; and training and support group participation for the child and family. Within the limits of federal and state guidelines, the Lead Agency, acting as the provider of adoption services, is given the authority to create a binding contract with the adoptive parents when all parties have signed an adoption assistance agreement. The adoption assistance agreement is binding until the child reaches age 18, it is determined that the parent is no longer legally responsible for the child, or it is determined that the parent is no longer providing support to the child. The agreement cannot be altered unless the adoptive parents concur.

- 1.7.1.4.1 If the Department or its contracted provider has responsibility for placement and care of the child, the Lead Agency in the county where the court has jurisdiction is responsible for the adoption assistance agreement and paying the adoption subsidy, even if the child is placed in an adoptive home in another county.
- 1.7.1.4.2 If the Department or its contracted provider does not have responsibility for placement and care of the child, the Lead Agency in the adoptive parents' county of residence is responsible for determining whether the child meets the definition of special needs, entering into the adoption assistance agreement and paying the adoption subsidy.
- 1.7.1.5 Establishing designated staff responsible for developing and providing post-adoption services for families and ensuring communications are in place so that adoptive parents and adopted children know how to access these services. Providing information about and services for families requesting post-adoption support services. Examples of post-adoption support services include, but are not limited to: short term case management; the provision of support groups for adoptive parents and their adopted children; training and educational opportunities for adoptive families; assistance with financial needs through medical subsidy; assistance with securing necessary mental health, behavioral, therapeutic and dental services relevant to children with developmental disabilities, if applicable; and medical services for the adopted child. These services shall be documented in FSFN as post-adoption services cases. When a child adopted from foster care becomes an adult and requests identity information from his/her closed adoption/foster care record, the "Guidelines for Release of Children's Records" (See Exhibit A) must be followed. An adopted child who was never in foster care is able to obtain only the non-identifying information in his/her closed adoption record and should be referred to Florida's Adoption Reunion Registry for assistance. In addition, annual renewals for Adoption Assistance Medicaid shall be completed, as well as the necessary interstate forms to establish Florida Medicaid for adoptive families who have moved to Florida with an adopted child who is receiving adoption assistance from another state.

- 1.7.1.6 Collecting, redacting (as necessary) and making available for the purposes of adoption, no later than at the time of the child's placement with the prospective adoptive parents, all documentation and information to fully disclose the history of each child to be adopted as required by law to the prospective adoptive parents, as required by section 63.085, F.S., and Rule 65C-16.002, F.A.C., and ensuring that the prospective adoptive parents complete and sign DCF Disclosure Form 5328(See Exhibit A) .
- 1.7.1.7 The Department will work with the Lead Agency to develop its own operational procedures to include additional disclosure of information and the timing of that disclosure for prospective adoptive parents. The Lead Agency policies concerning disclosure and the timing of disclosure shall be reviewed and approved by the Department.

1.7.2 Placement Services

The Lead Agency shall deliver Placement Services, including, but not limited to:

- 1.7.2.1 Supervision and placement of children, twenty-four (24) hours a day, seven (7) days per week, including holidays.
- 1.7.2.2 Licensing of family foster homes in accordance with section 409.175, F.S., and Chapter 65C-13, F.A.C.
- 1.7.2.3 Achievement and maintenance of licensure by the Department as a child-placing agency in accordance with Chapter 409, F.S. Ensure subcontractors are licensed as a child-placing agency, if performing Title IV-E reimbursable services, or if required pursuant to Florida law.
- 1.7.2.4 Ensuring the provision of the Medicaid Child Health Check-Up (CHCU), in accordance with Section 1.8.3.1. for children under the supervision of the Lead Agency.
- 1.7.2.5 Securing, approving, and reviewing all relative and nonrelative-placements under the Lead Agency's supervision in accordance with 65C-38.002, F.A.C., and compliance with section 39.5085, F.S. Placement of children should adhere to federal requirements for the least intrusive, best interest of the child, least disruptive placement with priority preference given to closest blood relative or adoptive relative (parents, siblings, grandparents, etc.). A home study must be completed and approved in accordance with Chapter 39, F.S., prior to placement of the child with anyone.

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

- 1.7.2.6 Coordinating and collaborating with the Department's Interstate Compact on the Placement of Children office when working with children who are placed out of state or children who are being placed from another state. In carrying out these activities the Lead Agency shall comply with 42 U.S.C. 622, 629h, 638, 670-679b, and the

Interstate Compact on Adoption and Medical Assistance. The Lead Agency agrees to comply with future Interstate Compacts executed by Florida.

1.8 Service Task List: Well-Being

1.8.1 Life Skills Development Services and Education

The Lead Agency shall develop and implement an educational action plan (early learning, school readiness, life skills development, high school graduation, post-secondary education, and employment) through the following actions until addressed in Department rule or CFOP per section 1.4.3:

- 1.8.1.1 Provide services designed to best prepare children for school with an emphasis on high school graduation, postsecondary education, and employment.
- 1.8.1.2 Ensure stability of children in their same school if reasonably possible, unless remaining in the school of origin it is not in the best interests of the child, in compliance with 20 U.S.C. 6311(g)(1)(E).
- 1.8.1.3 Document and upload in FSFN and provide to the child's school the factors considered in determining whether or not a child remaining in the school of origin is in the child's best interest, in compliance with 20 U.S.C. 6311(g)(1)(E). The decision-making for determining whether it is in the child's best interest to remain in the school of origin shall include the child welfare professional, school representative, guardian ad litem, child and child's parent of guardian.
- 1.8.1.4 Work toward readiness of children to learn when entering school.
- 1.8.1.5 Promote, encourage and facilitate full participation, where possible in extracurricular activities if youth desires.
- 1.8.1.6 Collaborate with School Districts and individual schools to minimize delay in enrollment, delay in records transfer, loss of credits, truancy, disciplinary actions, school dropout, etc.
- 1.8.1.7 Support active student involvement in their educational planning.
- 1.8.1.8 Provide at each Judicial Review, information on the child's educational progress as well as reasons for school change as appropriate.
- 1.8.1.9 Include the local school district's point of contact in all staffings that may affect the child's school stability, in compliance with 20 U.S.C. 6311(g)(1)(E). The Lead Agency must make every effort to assist the enrolling school in obtaining the child's records and provide the school all educational records available to the Lead Agency. The Lead Agency shall designate a point of contact to collaborate with the local school district's point of contact to ensure school stability for children in out-of-home care.
- 1.8.1.10 Create, implement and monitor compliance with all transition plans.

1.8.2 Independent Living and Extended Foster Care

- 1.8.2.1 The Lead Agency shall provide Extended Foster Care and Road to Independence services to eligible young adults as described in sections 39.6251 and 409.1451, F.S. Eligible young adults shall receive Extended Foster Care and Road to Independence services within funds available through this Contract, including funds identified to be spent on Extended Foster Care and Road to Independence and other funds that could be expended on these services.

1.8.3 Health Services

The Lead Agency is responsible for ongoing oversight and coordination of health care services, including, but not limited to, medical, dental, psychiatric, behavioral, and emotional needs, for children in licensed and unlicensed out-of-home care.

- 1.8.3.1 The Lead Agency shall work with the Department in developing an approach to ensure compliance with the Health Care Services outlined in 42 U.S.C. 6422(b)(15)(A) and Chapter VIII of The "Health Care Oversight and Coordination Plan within the Child and Family Services Plan" (see Exhibit A). The Lead Agency shall work with the Department's regional staff to dedicate resources to the coordination of the provision of health care services. The Lead Agency shall be responsible for the ongoing case management to coordinate access of the health care services for children in out-of-home care within the geographical service area described in section 1.1 of Attachment I, involving those clients identified in section 1.2 of Attachment I.
- 1.8.3.2 The Lead Agency shall determine suitability of dependent children for placement or maintenance in residential treatment for mental health conditions in accordance with the "Suitability for Residential Placement Guidelines," and the "90-Day Assessment of Suitability of a Child for Residential Treatment" (see Exhibit A).
- 1.8.3.3 Children's Mental Health Child Welfare Wraparound Funding. The Lead Agency shall deliver children's mental health services with funds identified in Attachment II of this Contract for this purpose. Any funds unexpended during any fiscal year from this fund source must be returned to the Department. To ensure the Purchase of Therapeutic Services for Children (100806) funds are being spent as required, the Lead Agency will comply with the "Guidance Document for Use of 100806 Funds (Purchase of Therapeutic Services for Children)" (See Exhibit A), and submit the "Report on Therapeutic Services for Children (100806 Fund) Expenditures" (See Exhibit B).
- 1.8.3.4 Pre-Consent Reviews are required to be completed on all children under 11 years of age who are prescribed two or more psychotropic medications.

1.9 Service Task List: Administrative**1.9.1 Staffing Requirements**

- 1.9.1.1 The Lead Agency and its subcontractors shall continuously endeavor to provide an adequate number of qualified and trained staff to provide the services stipulated in this Contract.
- 1.9.1.2 The Lead Agency shall ensure that its relevant staff, and any relevant subcontractor staff and volunteers, meet the qualification, screening and training/certification requirements as required by Chapters 65C-14 and/or 65C-15, F.A.C., sections 435.04, 402.40, 402.731, 409.145(2)(e) and 491.012, F.S., and 42 U.S.C. §671(a)(20)(B)(i)-(ii). Certain persons may be disqualified from Lead Agency or subcontractor employment or volunteer work as provided below:
- a. If the Lead Agency or a subcontractor becomes aware that an employee or volunteer has been arrested for a disqualifying offense, the employer must conform to its own human resource policies until the arrest is resolved in a way that the employer determines that the employee is still eligible for employment under Chapter 435, F.S.
 - b. The Lead Agency or subcontractor must either terminate the employment of any of its personnel, or terminate the use of a volunteer found by background screening to be in noncompliance with the minimum standards of Chapter 435, F.S., for good moral character contained in section 435.06, F.S., or place the employee or volunteer in a position for which background screening is not required unless the employee or volunteer is granted an exemption from disqualification pursuant to section 435.07, F.S.
- 1.9.1.3 The Lead Agency agrees to ensure delivery of child welfare pre-service and any required in-service training to professional staff in accordance with section 402.40, F.S. The Lead Agency shall not knowingly engage any current or former employee of the Department where such employment conflicts with section 112.3185, F.S.

The Lead Agency or its subcontractor shall conduct a reference check of any current or former Department or any Lead Agency or subcontractor employee who applies and is being considered for employment, prior to the appointment of the individual. The reference check will be documented in writing and maintained in the employee's personnel file. The Department will not give a neutral reference, and the Lead Agency will not accept a neutral reference, for any current or former employee of the Department seeking employment with the Lead Agency or its subcontractor.

1.9.2 Staffing Changes

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

staff and sub-contracted staff who are providing child welfare services and who are subject to Child Protection Certification requirements pursuant to section 402.40, F.S., and Chapter 65C-33, F.A.C. The Lead Agency shall provide names, position title and contact information clearly showing any changes in staff to allow the Department to monitor and ensure that all staff, regardless of employer, is meeting the state requirements as stated in section 402.40, F.S.

1.9.3 Subcontracting

- 1.9.3.1 The Lead Agency may subcontract for services unless specifically prohibited in this Contract. The Lead Agency is not required to obtain subcontract approval as required under Section 8.c. of the Standard Contract unless any of the following conditions apply:
- 1.9.3.1.1 The person or entity is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity within the last five (5) years;
 - 1.9.3.1.2 The person or entity is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on his or her ability to provide services to vulnerable populations, including, but not limited to, abused or neglected children, or which adversely reflects his or her ability to properly handle public funds;
 - 1.9.3.1.3 The person or entity is currently involved, or has been involved within the last five (5) years, with any litigation, regardless of whether as a plaintiff or defendant, which might pose a conflict of interest to the Department, the state or its subdivisions, or a federal entity providing funds to the Department;
 - 1.9.3.1.4 The person or entity has had a contract terminated by the Department for a failure to satisfactorily perform or for cause; or
 - 1.9.3.1.5 The person or entity has failed to implement a corrective action plan approved by the Department or any other governmental entity, after having received due notice.

If any of the conditions above are applicable, the Lead Agency must obtain written approval from the Department prior to entering into the subcontract. In order to comply with this requirement, the Lead Agency shall require all proposed subcontracted providers to provide assurances, in a notarized affidavit, that the conditions above do not exist. At any time the Lead Agency becomes aware of disqualifying conditions, it shall disclose this information to the Department. Both parties agree to take appropriate action.

- 1.9.3.2 The Lead Agency shall conduct a detailed cost analysis for all subcontracts in excess of \$150,000.00. In addition, at the Department's request, the Lead Agency shall conduct a detailed cost analysis for named subcontractors. The Lead Agency shall conduct competitive procurement for subcontracted services in accordance with the Lead Agency's established and Department-approved procurement operating procedures.

The Lead Agency shall ensure procurement policies and procedures are current and at a minimum, shall be reviewed at least annually for compliance.

- 1.9.3.3 The Lead Agency shall include in all appropriate subcontract agreements a detailed scope of work; clear and specific deliverables; performance standards; financial consequences for failure to perform in accordance with the contract; programmatic monitoring requirements; fiscal monitoring requirements; and detailed documentation requirements. The Lead Agency shall ensure that any performance-related payment provisions in its subcontracts relate to the Performance Measures in Section 2. The Lead Agency shall require any subcontractors providing case management services to participate in the statewide quality management system.
- 1.9.3.4 The Lead Agency's monitoring procedures for its subcontracts shall be structured to ensure the satisfactory delivery of services as well as the appropriate expenditure of funds to its assigned OCA per the approved "Cost Allocation Plan (see Exhibit B)." In addition, the Lead Agency shall ensure any reconciliation between funds disbursed by OCA to actual expenditures by OCA is reported, at least quarterly, to the "CBC Monthly Actual Expenditure Report" (See Exhibit B).
- 1.9.3.5 The Lead Agency shall administer subcontracting activities in accordance with the most current version of the "Community Based Care (CBC) Subcontracting Guidelines," developed and distributed by the Florida Coalition for Children (See Exhibit A), unless the Lead Agency has developed its own guidelines which have been approved by the Department.

1.9.4 Equipment

The Lead Agency shall comply with requirements related to the nonexpendable property obtained or transferred for services under this contract as addressed in the "Lead Agency Tangible Personal Property Requirements" (See Exhibit A).

1.9.5 Budget Design and Earning Requirements

1.9.5.1 Cost Allocation Plan

1. The Lead Agency shall submit an initial **Cost Allocation Plan** (see Exhibit B) within 30 days of execution and a revised Cost Allocation Plan to the Contract Manager annually by August 31, unless otherwise extended in writing by the Department.
2. The Department will review the Cost Allocation Plan and provide written comments within 30 days of submission. The Lead Agency must submit a revised Cost Allocation Plan, addressing any revisions required by the Department within 15 days of the date of the Department's written response, unless extended in writing by the Department.
3. The Lead Agency shall submit a revised Cost Allocation Plan whenever the Lead Agency:
 - a. Experiences a change in the type of funding it receives, whether under this Contract or an outside funding source (for example, when a new OCA is added, when a new outside funding source contributes to the Lead Agency's operational revenue or when an existing funding source is discontinued);
 - b. Makes internal organizational changes that affect the cost allocation methodology;or

- c. Makes any changes in the allocation of costs relative to funds provided under this Contract and other outside sources.
4. The Lead Agency may request to amend or revise its Cost Allocation Plan at any time during the state fiscal year, in writing to the Contract Manager. The Lead Agency shall submit the amended or revised Cost Allocation Plan within 20 days of providing written notification. The Department will review and provide written comments within 15 days of submission. The Lead Agency must submit a revised Cost Allocation Plan, addressing any revisions required by the Department, within 15 days of the date of the Department's written response, unless extended in writing by the Department.
 - 1.9.5.2 The Lead Agency is responsible for documenting federal earnings.
 - 1.9.5.3 The Lead Agency is responsible for documenting state earnings for the state funds in the Independent Living Program and Maintenance Adoption Subsidies.
 - 1.9.5.4 The budgeted amount for each fiscal year in Section 4.1.1 must be equivalent to the amount identified in the Schedule of Funds for that fiscal year (Attachment II-A through E). "Planned Uses of State Funds Carried Forward" (See Exhibit B) is due within thirty (30) days after receiving confirmation from the Department, of the approved balance of state funds carried forward from prior fiscal years.
 - 1.9.5.5 Following the end of any State Fiscal Year, the Department will identify the amount of unexpended state funds. The Lead Agency will document any unexpended state funds from the prior fiscal year and submit a State Funds Carry Forward Report (See Exhibit B) as a supplement to the CBC Monthly Actual Expenditure Report (see Exhibit B) to account for those expenditures when requesting payment. The submission of this report is not required if there are no unexpended state funds, or after any identified carry forward state funds have been fully expended.
 - 1.9.5.6 A new "CBC Annual Budget by Service Category" form (see Exhibit B) must be submitted by the date for the next payment request following any amendment that revises the Schedule of Funds (Attachment II) or as requested by the Department. Any revisions made to the "CBC Annual Budget by Service Category" shall be subject to Department approval. The Department will review and provide any comments within fifteen (15) days of submission. Any budget revisions as required by the Department are to be submitted to the Department's contract manager within ten (10) days of receipt of the Department's comments. Failure to submit an adjusted budget by the date for the next payment following an executed amendment that revises the Schedule of Funds (Attachment II) will result in no further payments being made until an adjusted budget is submitted to the Department.
- 1.9.6 **Service Delivery and Expenditure Documentation**

The Lead Agency will maintain records that document the proper application of the cost allocation methodology as contained in the Lead Agency's Department-approved Cost

Allocation Plan. Expenditure documentation includes, but is not limited to, those expenditures that are allowable as authorized in section 409.992, F.S., and the Department of Financial Services' Reference Guide for State Expenditures (See Exhibit A).

1.9.7 Match Requirements

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

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

- 1.9.8 The Lead Agency shall maintain such records and provide such reports as necessary to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards. A list of citations with brief explanations is provided in the Federal Uniform Grant Guidance (See Exhibit A).

2. PERFORMANCE SPECIFICATIONS

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

- 2.1 The Lead Agency shall be required to meet performance measures listed below whether services are performed directly or performed by a subcontractor. The term "performance measure" refers to the numerical level of achievement stated as a percentage, ratio or count. The Lead Agency shall demonstrate progress throughout the state fiscal year and will be required to be functioning in compliance with each performance measure.

Nothing in this section shall be interpreted to mean the measures below are the only measures for which the Lead Agency shall be responsible. The Department reserves the right to modify or add any performance measures which are required by federal and state funding sources to comply with federal and state requirements.

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THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I

17/18 CBC Services Template
 June 8, 2017

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

2.1.1 If the Lead Agency fails to meet the following measures, the Department, at its exclusive option, may allow up to six (6) months for the Lead Agency to achieve compliance with the measures. In addition, or in the alternative, the Department may implement the "Community-Based Care Progressive Intervention and Program Improvement" (See Exhibit A) at any time that the Lead Agency fails to demonstrate satisfactory progress in areas of noncompliance. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be demonstrated by the Lead Agency to the Department's satisfaction, the Department must cancel this Contract with the Lead Agency. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Department. If the Lead Agency can prove to the satisfaction of the Department that the Performance Measures were not met due to extenuating circumstances outside of the Lead Agency's control, then the deficiency will not be adversely factored into the numerical level of achievement for such performance measure(s).

2.1.2 Corrective Action Plans

If the Lead Agency fails to meet the required performance measures, the Department, at its exclusive option, may create and implement a Corrective Action Plan. The Corrective Action Plan will be issued by the contract manager (CM) in a written letter addressed to the Lead Agency's CM. The letter will outline all of the documented deficiencies in performance measures, the timetable to correct the deficiencies (not to exceed 6 months), and establish a schedule for reporting the progress toward correcting the deficiencies. Receipt and agreement to the terms of the Corrective Action Plan must be received in a written response to the CM for the Department within 30 days of the issuance of the Corrective Action Plan or the Corrective Action Plan will be voided and financial consequences will be applied. All communications regarding the Corrective Action Plan will flow between the CM for the Department and the CM for the Lead Agency. If the performance measures are not corrected within the allotted time frame, the Department will apply the financial consequences as provided in this agreement.

Ref#	Measure Description	Standard	Frequency of Measurement
1	Rate of abuse or neglect per day while in foster care.	8.50 or less	Rolling twelve (12) month period ending two (2) months prior to the end of the report month. Fiscal Year to Date: July 1st of fiscal year through end of the month prior to the report month. (e.g., 7/1/2019 to 9/30/2019 for the September 2019 report).

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Ref#	Measure Description	Standard	Frequency of Measurement
2	Number of children with finalized adoptions between July 1 and June 30.	TBD	Quarterly: Performance through the end of the month prior to the report month. Fiscal Year to Date: Same as monthly.
3	Percentage of children under supervision who are seen every thirty (30) days.	≥99.5%	Quarterly: Three (3) month period immediately prior to the report month. Fiscal Year to Date: July 1st of fiscal year through end of the month prior to the report month. (e.g., 7/1/2019 to 9/30/2019 for the September 2019 report).
4	Children exiting foster care to a permanent home within twelve (12) months of entering care.	≥40.5%	Quarterly: For the 3 month period ending 12 months prior to report month Fiscal Year to Date: (e.g., 7/1/2019 to 9/30/2019 for the July to September 2020 report).
5	Children who do not re-enter foster care within twelve (12) months of moving to a permanent home.	≥91.7%	Quarterly: For the 3 month period ending 24 months prior to report month. (e.g., 7/1/2019 to 9/30/2019 for the September 2019 report).
6	Children's placement moves per 1,000 days in foster care.	4.12 or less	Quarterly: Rolling twelve (12) month period ending as of the end of the month prior to the report month. Fiscal Year to Date: July 1st of prior fiscal year through end of the month to the report month. (e.g., 7/1/2019 to 9/30/2019 for the September 2019 report).
7	Percent of children in out-of-home care who have received medical services in the last twelve (12) months.	≥95.0%	Quarterly: As of the last day of the month ending prior to the report month. Fiscal Year to Date: July 1st of fiscal year through end of the month prior to the report month.
8	Percent of children in out-of-home care who received dental services within the last seven (7) months.	≥95.0%	Quarterly: As of the last day of the month ending prior to the report month.

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Ref#	Measure Description	Standard	Frequency of Measurement
			Fiscal Year to Date: July 1st of fiscal year through end of the month prior to the report month.
9	Percent of young adults in foster care at age 18 who have completed or are enrolled in secondary education.	80%	Quarterly: Rolling twelve (12) month period through the end of the month prior to the report month. Fiscal Year to Date: July 1st of fiscal year through end of the month prior to the report month. (e.g., 10/1/2019 to 8/31/2020 for the September 2020 report).

2.2 Performance Evaluation Methodology

The performance evaluation methodology for statewide measures is described in the "Community-Based Care Performance Measures Methodology Document" (See Exhibit A).

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

1. The average caseload of case managers, including only filled positions;
2. The turnover rate for case managers and case management supervisors for the previous 12 months;
3. The percentage of required home visits completed; and
4. Performance on outcome measures required pursuant to s.409.997, F.S., for the previous 12 months.

3. DELIVERABLES

3.1 Service Units

A service unit is one month of all system of care related services to all eligible children and their families, as described in Sections 1.5 through 1.9, performed in accordance therewith. Any disputes regarding the completion of contract deliverables are subject to the provisions of Section 5.2., Dispute Resolution.

3.2 Records and Documentation

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

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3.3 Reports

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

3.4 Department Determinations

Subject to the provisions of Section 5.2., Dispute Resolution, the Department has the sole right to assess and determine the completeness and acceptability of services, reports and fiscal records according to the terms of this Contract.

4. METHOD OF PAYMENT

4.1 Payment Clause

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

Attachment II-A, Fiscal Year 19-20	\$ TBD
Attachment II-B, Fiscal Year 20-21	\$ TBD
Attachment II-C, Fiscal Year 21-22	\$ TBD
Attachment II-D, Fiscal Year 22-23	\$ TBD
Attachment II-E, Fiscal Year 23-24	\$ TBD

Service Unit	Fixed Payment	# of Units	Total Amount
One Month of Child Welfare and Related Services (7/01/19 - 6/30/20)	Contract Manager to update	12	Contract Manager to update
One Month of Child Welfare and Related Services (7/01/20 - 6/30/21)	Contract Manager to update	12	Contract Manager to update
One Month of Child Welfare and Related Services (7/01/21 - 6/30/22)	Contract Manager to update	12	Contract Manager to update
One Month of Child Welfare and Related Services (7/01/22 - 6/30/23)	Contract Manager to update	12	Contract Manager to update

One Month of Child Welfare and Related Services (7/01/23 - 6/30/24)	Contract Manager to update	12	Contract Manager to update
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These amounts are subject to increase, via contract amendment, according to the terms specified in Section 4.4., Renegotiation. State and Federal earnings not documented shall be returned to the Department. The Lead Agency understands that a number of federal sources are capped and their amounts may not be increased, so that payment for costs in excess of the funding provided is only available from state funds or other outside funding sources.

This Contract is funded by Appropriation Line Items for G/A Child Protection, G/A Community Based Care and 100806 Special Categories - Purchase of Therapeutic Services for Children. The Contract Manager will provide specific Appropriation Line Item numbers for each fiscal year of the agreement as they are published.

4.1.2 Advance Payments

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

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

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

4.2 Cost Reimbursement

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

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

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

4.3 Invoice Requirements

4.3.1 The Lead Agency shall request payment monthly through the submission of a properly completed invoice, prepared on the Lead Agency's letterhead in the format described in the "CBC Invoice" (see Exhibit B). In addition, the following documentation is required, with each submission of an invoice; unless an exception is specified in Exhibit B- Reports:

- 4.3.1.1 Prior Month "CBC Monthly Actual Expenditure Report" (see Exhibit B).
- 4.3.1.2 "Promoting Safe and Stable Families (PSSF) Monthly Match Funds Reports" (see Exhibit B).
- 4.3.1.3 "Child Access and Visitation Grant Monthly Match Funds Report" (see Exhibit B).
- 4.3.1.4 FSN-generated OCA Summary and Detail Report (see Exhibit B).
- 4.3.1.5 A reconciliation between the amounts reported by the Lead Agency on the CBC Monthly Actual Expenditure Report and the OCA Summary and Detail Report where a difference in total by OCA is identified. The reconciliation shall be completed on the "FSN to CBC Monthly Expenditure Report Reconciliation Template" (see Exhibit B).
- 4.3.1.6 Failure to submit required documentation shall cause payment to be delayed until such documentation is received.
- 4.3.1.7 Invoice Submission and Reconciliation Schedule:

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

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

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

4.4 Renegotiation

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

clients. Any renegotiation to the terms of this Contract shall be documented via contract amendment.

4.5 Full Compensation

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

4.6 Federal or State Audit

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

4.7 Fees

No fees shall be imposed by the Lead Agency or subcontractors other than those set by the Department and described in the current State of Florida Title XX Pre-Expenditure Report. Fees collected in compliance with the aforementioned report shall be deposited in a manner authorized by the Department.

4.8 MyFloridaMarketPlace Transaction

This Contract is exempt from MyFloridaMarketPlace transaction fee.

5. SPECIAL PROVISIONS

5.1 Program or Service Specific Terms

Definitions are provided in "CBC Definitions of Terms" (see exhibit A). The following additional definitions are provided for this Contract:

- 5.1.1 **Lead Agency Administrative Costs** - Administrative Costs incurred by the Lead Agency, exclusive of Subcontractor Administrative Costs (see exhibit A).
- 5.1.2 **Subcontractor Administrative Costs** - The total of all Administrative Costs incurred by the Lead Agency's subcontractors under contract with the Lead Agency to provide foster care or related services, exclusive of Lead Agency Administrative Costs.
- 5.1.3 **System Administrative Costs** - The total of the Lead Agency Administrative Costs and Subcontractor Administrative Costs.

5.2 Dispute Resolution

The parties agree to cooperate in resolving any differences in interpreting the contract. Each party shall notify the other party of the name, business address and telephone number of that party's designated representative for dispute resolution purposes. Within five (5) business days from receipt by the designated representative of the other party's written request for dispute resolution, the representatives will conduct a face-to-face meeting (or telephonic if mutually agreed) to resolve the disagreement. If the representatives are unable to reach a

mutually satisfactory resolution, either representative may request referral of the issue to the Lead Agency's Chief Executive Officer (CEO) (or add appropriate title) and the Department's Regional Managing Director. Upon referral, the CEO (or add appropriate title) and the Regional Managing Director shall confer in an attempt to resolve the issue.

If the Regional Managing Director and CEO (or add appropriate title) are unable to resolve the issue within ten (10) business days, the parties shall select an external third representative within 10 business days thereafter. These three representatives shall meet within ten (10) business days to seek resolution of the dispute. If the representatives' good faith efforts to resolve the dispute fail, the representatives shall make written recommendations to the Secretary, who will work with both parties to resolve the dispute. The parties reserve all their rights and remedies under Florida law.

5.3 Contract Renewal

This Contract may be renewed for a period not to exceed five (5) years, or for the original term of the contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract. If renewed, costs for the renewal may not be charged. The renewal price is the estimated contract amount for the renewal years as prescribed by statute and annual appropriations.

5.4 Provider Indemnity

The following provisions shall apply in lieu of Section 9 of the Standard Contract (entitled "Provider Indemnity"). The Lead Agency, upon reasonable notice, shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to any alleged act or omission by the Lead Agency, its agents, employees, partners, or subcontractors alleged to be caused in whole or in part by the Lead Agency, its agents, employees, partners or subcontractors; provided, however, that the Lead Agency shall not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of the Department. The following additional terms will also apply:

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

Agency removes an infringing product because it is not reasonably able to modify that product or secure the Department the right to continue to use that product, the Lead Agency shall immediately replace that product with a non-infringing product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.

- b. The Lead Agency shall indemnify the Department for all costs and attorney's fees arising from or relating to the Lead Agency's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Lead Agency's redaction of the record, as provided for under Section 26 of the Standard Contract, including litigation initiated by the Department.

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

5.5 Termination

Section 30.a. of the Standard Contract is replaced with the following language:

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

5.6 Third Parties

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

5.7 Client Files

The Lead Agency shall ensure the Department's immediate access to client files and will supply copies of requested materials within one (1) business day of a request by the Department unless a longer time is agreed upon by both the parties.

5.8 Insurance

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

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

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

5.8.1.2 The Lead Agency shall provide, and through contract, require its subcontractors to provide, the Department with Acord® 25 certificates of liability insurance naming the Department as the certificate holder evidencing such insurance to be in full force and effect at all times during the term of this Contract, attached to a certification, signed by a Lead Agency authorized representative, that the Lead Agency is in compliance with all applicable federal and state statutory and regulatory insurance requirements.

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

5.9 Governance

The Lead Agency shall be a Florida corporation or a governmental entity with a principal office located in the geographic area served by the Lead Agency. [Choose opening sentence as applicable per local circumstance.] One hundred percent (100%) of the policy making, management and operational control of a non-governmental Lead Agency shall be vested in a self-perpetuating Board of Directors or a Committee of the Board of Directors whose membership shall meet the minimum requirements of section 409.987(4)(b), F.S., and be ____% [choose percentage; can be higher but not lower than statutory requirement] community/non-partner members who reside in the geographic area served by the Lead Agency. The directors and officers of the Lead Agency shall have no business or financial ties to the Lead Agency, any of the providers that are part of the Lead Agency's provider network, or any suppliers that result in a personal financial gain to any director or officer.

5.10 Related Party Transactions and Conflict of Interest

The Lead Agency's Board of Directors shall establish uniform and consistent policies to address procurement requirements for any related party transactions which include, at a minimum, the prohibition of any conflicts of interest among the Lead Agency, its staff, its Board of Directors, and its subcontractors.

5.11 Mandatory Reporting Requirements

The Lead Agency and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Lead Agency, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident (as defined in CFOP 180-4) shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the contract manager; and 2) other reportable incidents shall be reported to the Department's Office of Inspector General by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at ig_complaints@myflfamilies.com. The Lead Agency 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.

5.12 Prohibition of Anticompetitive Agreements

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

5.13 Contract Amendments

The Provider shall be required to execute an amendment to their contract to incorporate any revisions to the Standard Legacy Contract or any of its attachments and/or exhibits that are directed to be replaced or updated by the Office of Child Welfare.

LIST OF EXHIBITS

Exhibit A, INCORPORATED DOCUMENTS

Exhibit B, REPORTS

Exhibit C, Children's Legal Services

EXHIBIT A - INCORPORATED DOCUMENTS
 (Other than Reports - See Exhibit B)

The following documents are incorporated into the Contract by reference.

INCORPORATED DOCUMENTS (Other than Reports - See Exh. B For Reports)		
Document Title	Contract Provision(s) Affected	Location
CBC Authority and Requirements Reference Guide 8/2016	Attachment I, Section 1.4.3.	http://www.dcf.state.fl.us/programs/cbc/docs/CBC%20Authority%20and%20Requirements%20Reference%20Guide.PDF
Community-Based Care Information System Requirements (dated 10/2015)	Attachment I, Section 1.5.1.2	http://www.dcf.state.fl.us/programs/cbc/docs/15-16/Community-Based%20Care%20Information%20System%20Requirements%2010.2015.pdf
Partnership Plan for Children in Out-of-Home Care	Attachment I, Section 1.5.3.2	http://www.dcf.state.fl.us/programs/cbc/docs/Partnership%20Plan%20for%20Children%20in%20Out-of-Home%20Care.pdf
Florida Certification Board (FCB) Ethics Complaint Form	Attachment I, Section 1.5.3.3	http://www.dcf.state.fl.us/programs/cbc/docs/15-16/Ethical-Complaint-Form-Jan-2016.pdf
"Windows into Practice: Guidelines for Quality Assurance Reviews"	Attachment I, Section 1.5.4.	http://www.centerforchildwelfare.org/qa/QA_Docs/WindowsIntoPracticeFY15-16.pdf
Adoption of the Attestation Model for Family Foster Home Licensing	Attachment I, Section 1.5.5.2	http://www.myflfamilies.com/service-programs/community-based-care/general-documents-incorporated-by-reference
Licensing - Attestation for Foster Home Licensure Form 3/2014	Attachment I, Section 1.5.5.2	https://eds.dcf.state.fl.us/DCFFormsIntranet/Search/OpenDCFForm.aspx?FormId=825
Licensing Standards Checklist for 24-Hour Family Care 3/2013	Attachment I, Section 1.5.5.2	https://eds.dcf.state.fl.us/DCFFormsIntranet/Search/OpenDCFForm.aspx?FormId=826
Application for License to Provide Out-of-Home Care for Dependent Children, CF-FSP 5007	Attachment I, Section 1.5.5.2	http://www.dcf.state.fl.us/programs/cbc/docs/fsp5007-adobe8%5b1%5d.pdf
Three-Year License for Family Foster Homes	Attachment I, Section 1.5.5.4	http://www.centerforchildwelfare.org/kb/policymemos/ThreeYrLicense-FH060812.pdf

APPENDIX IX

17/18 CBC Services Template

THE DEPARTMENT'S LEGACY STANDARD CONTRACT ATTACHMENT I

June 8, 2017

INCORPORATED DOCUMENTS (Other than Reports – See Exh. B For Reports)		
Document Title	Contract Provision(s) Affected	Location
Customer Service and Customer Support Protocols for Adoptive Services (dated 5/19/2010)	Attachment I, Section 1.7.1.4	http://www.dcf.state.fl.us/programs/cbc/docs/2011_12/Customer%20Service%20and%20Customer%20Support%20Protocols%20for%20Adoption.pdf
Guidelines for Release of Children's Records" (dated 10/1/2010)	Attachment I, Section 1.7.1.5	http://www.dcf.state.fl.us/programs/cbc/docs/2011_12/Guidelines%20for%20the%20Release%20of%20Children%27s%20Records%20-%202010-01-20.pdf
Disclosure to Adoptive Parents, DCF Form 5328 Spanish version 5328S also available	Attachment I, Section 1.7.1.6	https://www.flrules.org/Gateway/reference.asp?No=Ref-06975 http://www.dcf.state.fl.us/programs/cbc/docs/DCF%20Disclosure%20Form%205328.doc http://www.dcf.state.fl.us/programs/cbc/docs/DCF%20Disclosure%20Form%205328S.doc
The Health Care Oversight and Coordination Plan within the Child and Family Services Plan	Attachment I, Section 1.8.3.1	http://www.dcf.state.fl.us/programs/cbc/docs/Florida%20Health%20Care%20Oversight%20and%20Coordination%20Plan.pdf
Suitability for Residential Placement Guidelines - 3/2013	Attachment I, Section 1.8.3.2	http://www.myflfamilies.com/service-programs/community-based-care/general-documents-incorporated-by-reference
90-Day Assessment of Suitability of a Child for Residential Treatment - 5/24/2010	Attachment I, Section 1.8.3.2	http://www.myflfamilies.com/service-programs/community-based-care/general-documents-incorporated-by-reference
Guidance Document for Use of 100806 Funds (Purchase of Therapeutic Services for Children) (dated 7/2015)	Attachment I, Section 1.8.3.3	http://www.dcf.state.fl.us/programs/cbc/docs/14-15/Guidance%20Document%20100806%20Final%20Draft%20June%2004.pdf
Community Based Care (CBC) Subcontracting Guidelines, (dated 10/26/2012)	Attachment I, Section 1.9.3.5	http://www.dcf.state.fl.us/programs/cbc/docs/2011_12/CBCSubcontractingGuidelines%202012-10-26.pdf