

Appendix X

Department's Standard Integrated Contract, Part 1 and Part 2



Adult Education Services for Refugees and Entrants in Miami-Dade County

ITN # SNR1819RS001

Release Date: March 12, 2018

Contract No. _____
CFDA No. _____
CSFA No. _____

Client Services Non-Client
Subrecipient Vendor
Federal Funds State Funds

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

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

The Department and Provider agree as follows:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1. Purpose and Contract Amount

The Department is engaging the Provider for the purpose of _____, as further described in Section 2, payable as provided in Section 3, in an amount not to exceed \$_____.

1.2. Official Payee and Party Representatives

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

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

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

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

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

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

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

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

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

1.3. Effective and Ending Dates

This Contract shall be effective on _____ 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 shall end at midnight, Eastern time, on _____, subject to the survival of terms provisions of Section 7.4.

This Contract may not be renewed.

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

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

1.4. Contract Document

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

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

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

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

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

1.4.4.1. Exhibits A through F;

1.4.4.2. Any documents incorporated into any exhibit by reference;

1.4.4.3. This Standard Integrated Contract;

1.4.4.4. Any documents incorporated into this Contract by reference;

1.4.4.5. Attachments 1 through __.

2. STATEMENT OF WORK

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Except for advances, if any, provided for in this Contract, these deliverables must be received and accepted by the Contract Manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Department. The Department's determination of acceptable services shall be conclusive. Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. Except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by the Department to the extent that it prescribes a fixed price (previously called "fixed fee") payment method or does not provide a method of payment for added tasks.

2.1. Scope of Work

The Scope of Work is described in Exhibit B.

2.2. Task List

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

2.3. Deliverables

Deliverables shall be as described in Exhibit D.

2.4. Performance Measures.

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

2.4.2. To avoid contract termination, Provider's performance must meet the minimum performance standards set forth in Exhibit E, Minimum Performance Measures, Section E-1, regardless of any other performance measures in this Contract. By execution of this Contract, the Provider hereby acknowledges and agrees that its performance under the Contract must meet these Minimum Performance Measures and that it will be bound by the conditions set forth therein. If the Provider fails to meet these standards, the Department, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department must terminate the Contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these standards, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

3. PAYMENT, INVOICE AND RELATED TERMS

The Department shall pay for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department and shall remain subject to subsequent audit or review to confirm contract compliance. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

3.1. Prompt Payment and Vendor Ombudsman

Per section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract specify otherwise. Any amount that is authorized for payment but is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved (or within thirty-five (35) days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than 1 dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

3.2. Method of Payment

The Provider shall be paid in accordance with Exhibit F, Method of Payment.

3.3. Invoices

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

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

3.4. Financial Consequences

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply financial consequences as provided for in Section 6.1. The parties agree that the penalties provided for under Section 6.1. constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages

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

3.5. Overpayments and Offsets

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

3.6. MyFloridaMarketPlace Transaction Fee.

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

4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

4.1. Compliance with Statutes, Rules and Regulations

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

4.2. State Policies

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

4.3. Independent Contractor, Subcontracting and Assignments

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

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

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

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

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

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

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

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

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

4.4. Provider Indemnity

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

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

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

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

4.5. Insurance

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

4.6. Notice of Legal Actions

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

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

4.7. Intellectual Property

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

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

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

4.8. Transition Activities

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

4.9. Real Property

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

4.10. Publicity

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

4.11. Sponsorship

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

the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

4.12. Employee Gifts

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

4.13. Mandatory Reporting Requirements

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Contract Manager; and 2) other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myffamilies.com. The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428. A reportable incident is defined in Children and Families Operating Procedure (CFOP) 180-4, which can be obtained from the Contract Manager.

4.14. Employment Screening

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

4.14.1.1. Employment history checks;

4.14.1.2. Fingerprinting for all criminal record checks;

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

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

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

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

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

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

4.15. Human Subject Research

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

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

4.16. Coordination of Contracted Services

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

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

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

5. RECORDS, AUDITS AND DATA SECURITY

5.1. Records, Retention, Audits, Inspections and Investigations

- 5.1.1. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract.
- 5.1.2. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Department.
- 5.1.3. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 5.1.2.
- 5.1.4. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.
- 5.1.5. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 2 CFR § 200.336, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.
- 5.1.6. A financial and compliance audit shall be provided to the Department as specified in this Contract and in Attachment
- 5.1.7. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).
- 5.1.8. No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

5.2. Inspections and Corrective Action

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

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

5.3. Provider's Confidential and Exempt Information

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

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

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

5.3.2.2. The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 5.3.2.a. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.a., correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

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

5.4. Health Insurance Portability and Accountability Act

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

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

5.5. Data Security

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

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

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

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

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

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

5.5.6. The Provider shall at its own cost provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential Departmental data as provided in section 501.171, F.S. The Provider shall also at its own cost implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential Departmental data.

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

5.6. Public Records

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

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

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

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

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

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

5.6.3. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OR CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT DCFCustodian@MYFLFAMILIES.COM, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 1317 WINEWOOD BLVD., TALLAHASSEE, FL 32399.

6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

6.1. Financial Penalties for Failure to Take Corrective Action

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

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

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

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

6.2. Termination

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

6.2.2. This Contract may be terminated by the Provider upon no less than thirty (30) calendar days' notice in writing to the Department unless a sooner time is mutually agreed upon in writing.

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

6.2.4. In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department may terminate the Contract upon no less than twenty-four (24) hours' (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Contract. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

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

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

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

6.3. Dispute Resolution

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

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

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

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

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

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

7. OTHER TERMS

7.1. Governing Law and Venue

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

7.2. No Other Terms

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

7.3. Severability of Terms

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

7.4. Survival of Terms

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

7.5. Modifications

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

7.6. Anticompetitive Agreements

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

7.7. Communications

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

7.8. Accreditation

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

7.9. Transitioning Young Adults

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

7.10. DEO and Workforce Florida

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

7.11. Purchases by Other Agencies

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

7.12. Unauthorized Aliens

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

7.13. Civil Rights Requirements

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

7.14. Use of Funds for Lobbying Prohibited

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

7.15. Public Entity Crime and Discriminatory Contractors

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

7.16. Whistleblower's Act Requirements

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

7.17. PRIDE

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

7.18. Recycled Products

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

8. FEDERAL FUNDS APPLICABILITY

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

8.1. Federal Law

8.1.1. The Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 2 CFR, Part 200, and other applicable regulations.

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

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

8.1.4. No Federal Funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or 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.

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

8.2. Federal Funding Accountability and Transparency Act (FFATA)

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

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

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

8.3. Federal Whistleblower Requirements

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

9. CLIENT SERVICES APPLICABILITY

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

9.1. Client Risk Prevention

If services to clients are to be provided under this contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

9.2. Emergency Preparedness Plan

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

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

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

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

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

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

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

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

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

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

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

9.4. Confidential Client and Other Information

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

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

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

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

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

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

PROVIDER:

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

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

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

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

Federal Tax ID # (or SSN): _____

Provider Fiscal Year Ending Date: ____/____.

The Remainder of this Page Intentionally Left Blank.

EXHIBIT A – SPECIAL PROVISIONS

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

A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A-1.1. Programmatic definitions are found in Exhibit A1.

A-2. STATEMENT OF WORK

NA

A-3. PAYMENT, INVOICE AND RELATED TERMS

NA

A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

A-4.1. Section 4.1.1 of the Standard Integrated Contract, is hereby added to read:

4.1.1. In addition to the laws set out in the Standard Integrated Contract under Section 4.1., the Provider agrees to comply with the following laws, regulations, and any amendments or additions to these laws and regulations:

A-4.1.1.1 45 CFR Part 400 - HHS Refugee Resettlement Program

A-4.1.1.2 45 CFR Part 401 - Cuban/Haitian Entrant Program

A-4.1.1.3 45 CFR Part 92 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Tribal Governments

A-4.1.1.4 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (superseded OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122; A-133 -- see, 78 FR 78590-01 (Dec. 26, 2013))

A-4.1.1.5 48 CFR, Chapter 1, Subpart 31.7., Federal Acquisition Regulations for Non Profit Organizations

A-4.1.1.6 Rules 3A-40 and 3A-42, F.A.C., (Bureau of Auditing and Travel Expenses)

A-4.1.1.7 CFOP 40-1 - The Department of Children and Families Travel Rules and Regulations

A-4.1.1.8 CFOP 75-8 - The Department of Children and Families Contract Monitoring Operating Procedure

A-4.1.1.9 CFOP 80-2 - The Department of Children and Families Property Management Rules and Regulations

A-4.1.1.10 Rule 65-29.001, F.A.C., Financial Penalties for a Provider's Failure to Comply with a Requirement for Corrective Action

A-4.1.1.11 The Trafficking Victims Protection Act of 2000

A-4.1.1.12 The Trafficking Victims Protection Reauthorization Act of 2003 and 2008

A-4.1.1.13 Immigration and Nationality Act, 8 U.S.C. 1101 et seq.

A-4.1.1.14 Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P. L. 104-193, 110 Stat. 2105

A-4.1.1.15 Intergovernmental Cooperation Act, 31 U.S.C. 6501 et seq.

A-4.1.1.16 Public Information Act, 5 U.S.C. 552(a)

A-4.2. Section 4.11. of the Standard Integrated Contract, is hereby amended to read:

4.11. Outreach Materials

All outreach materials, including flyers, advertisements, public service announcement scripts, etc., prepared with RS grant funds must include a statement acknowledging that the project is sponsored by the State of Florida, Department of Children and Families, Refugee Services Program, with grants from the U.S. Department of Health and Human Services, Office of Refugee Resettlement. The Provider shall submit all materials to the contract manager for review and approval thirty (30) calendar days prior to publication and dissemination.

A-5. RECORDS, AUDITS AND DATA SECURITY

A-5.1. Section 5.7. of the Standard Integrated Contract is hereby added to read:

5.7. Safeguards Regarding the Use and Disclosure of Client Data

- 5.7.1. The Provider shall prohibit disclosure of personal identifying client information without consent except for purposes directly connected with, and necessary to, the administration of the program as specified in 45 CFR Part 400.27.
- 5.7.2. When requesting an individual's social security number (SSN), the Provider shall disclose whether the individual's disclosure is voluntary or mandatory, the statutory authority for requesting the SSN, and the use to which the SSN will be put.
- 5.7.3. If accessing the SAVE/VIS Program, the Provider shall verify immigration status without regard to sex, color, race, religion, or nationality of the alien involved. The Provider shall comply with the Public Information Act, 5 U.S.C. 552(a), and other applicable laws in conducting verification procedures pursuant to this agreement and in safeguarding, maintaining, and disclosing any data provided or received pursuant to this agreement.
- 5.7.4. The Provider agrees to use all information acquired under this contract solely for the purpose of determining the eligibility of persons applying for services funded by RS under authority granted to it by the laws of the State of Florida and of the United States of America.
- 5.7.5. The Provider shall not disclose any information acquired from SAVE/VIS to any other person or entity without the prior written consent of RS, ACCESS Florida and/or DHS. Prior written consent from RS, ACCESS Florida, or DHS is not necessary when the alien applicant submits a written request for disclosure of such information pertaining to his/her own case, to the extent such disclosure is required or permitted by the laws or procedures governing the processing of applications by RS. The Provider fully understands that this contract does not permit the use of SAVE/VIS for the purpose of complying with or assisting any person or entity in complying with the employability verification requirements of section 274A of the Immigration and Nationality Act, 8 U.S.C. section 1324a.

A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

A-6.1. Section 6.3 of the Standard Integrated Contract, is hereby amended to read:

6.3 Dispute Resolution

It is desired that the Provider and Department shall agree to cooperate in resolving any differences concerning performance or in interpreting this contract. Within five (5) business days of the execution of a contract for services, each party shall designate one person to act as its representative for dispute resolution purposes, and shall notify the other party of the person's name and business address and telephone number. Within five (5) business days from delivery to the designated representative of the other party of a written request for dispute resolution, the representatives will conduct a face-to-face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, the representatives shall make written recommendations to the Secretary who will work with parties to resolve the dispute. The parties reserve all their rights and remedies under Florida law. Venue for any court action shall be Leon County, Florida.

A-7. OTHER TERMS

CF Standard

NA

A-8. FEDERAL FUNDS APPLICABILITY

NA

A-9. CLIENT SERVICES APPLICABILITY

A-9.1. Section 9.1 of the Standard Integrated Contract, is hereby amended to read:

9.1 Client Risk Prevention

If services to clients are to be provided under this Contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 to the contract manager and to the hotline noted below. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

A-9.2. Sections 9.5.-9.7 of the Standard Integrated Contract, are hereby added to read:

9.5. Fees and Donations

No fees shall be imposed by the Provider to clients served under this contract, other than those set by the Department. Donations, whether monetary or in kind, received by employees of the Provider who are paid wholly or in part under this contract, must be used for the benefit of the program unless the donor clearly states that the donation is for another purpose. A record must be kept of all monetary donations and a report of disbursement must be submitted to the contract manager at least quarterly. Likewise, donations made to the Provider and designated specifically for the program funded by this contract must be accounted for and disbursed for the benefit of the program and/or its clients.

9.6. Property

Exhibit A2 applies to all property transferred by the Department to the Provider and any property purchased by the Provider with funds provided by this contract. The word "property" as used in this section means equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature, the value or cost of which is \$1,000 or more and the normal expected life of which is 1 year or more, and hardback- covered bound books that are circulated to students or the general public, the value or cost of which is \$25 or more, and hardback-covered bound books, the value or cost of which is \$250 or more.

9.7. Information Technology Resources (ITR).

The Provider must receive written approval from the contract manager prior to purchasing any ITR with contract funds. The Provider will not be reimbursed for any ITR purchases made prior to obtaining the contract manager's written approval.

Exhibit A1 – PROGRAMMATIC DEFINITIONS

A1-1 Program Specific Terms. Program specific terms used in this document are defined in the Refugee Services Glossary which is incorporated herein by reference and maintained in the contract manager's file. Program specific terms not included in the above referenced glossary are defined below. In the event of a conflict between the definitions in the glossary and the contract, the contract document shall take precedence over the Refugee Services Glossary.

- A1-1.1 Adult Basic Education (ABE).** Defined by Florida Department of Education (DOE) as courses designed to improve the employability of an individual through instruction in reading, mathematics, language, and workplace readiness skills.
- A1-1.2 Adult ESOL Academic Skills (ESOLAS).** Defined by DOE as a course (one level) with an emphasis on academic proficiency in listening and speaking, with added emphasis on reading and writing.
- A1-1.3 Business Day.** Weekdays from 8:00 a.m. to 5:00 p.m. Eastern Time other than Saturday, Sunday, or a holiday recognized by the State of Florida (including holidays hereinafter recognized).
- A1-1.4 Client.** An eligible individual for whom services are provided by the contracted service provider.
- A1-1.5 Clients Enrolled.** The unduplicated number of eligible clients enrolled in a course/program at any time during a reporting period.
- A1-1.6 Completion.** Clients are able, according to DOE standards, to take the related standardized test (such as the CASAS test) and the results (including course end date and reason) have been entered in the Refugee Services Database System.
- A1-1.7 Completion Point(s).** Point(s) attained representing Occupational Completion Points (OCP) or Literacy Completion Points (LCP) or competencies, as defined by the Florida DOE guidelines, representing successful completion of program standards, benchmarks and frameworks.
- A1-1.8 Coordinated Academic Training.** The Provider shall enroll clients in Adult General Education (AGE) instructional courses such as:
- A1-1.8.1** Adult Basic Education (ABE) courses, defined by the Florida Department of Education (DOE) as courses designed to improve the employability of an individual through instruction in reading, mathematics, language, and workplace readiness skills;
 - A1-1.8.2** General Education Development (GED) Preparation courses, defined by DOE as courses designed to help individuals attain American or high school level academic skills; or
 - A1-1.8.3** Citizenship Preparation course, defined as a non-academic course offered to eligible refugees/entrants in preparation for the naturalization test required for U.S. Citizenship, including, but not limited to, U.S. civics, history, government, citizens' rights and responsibilities, the Declaration of Independence, and the U.S. Constitution.
- A1-1.9 Documented Progress.** Successful completion of program standards, benchmarks and frameworks, using standardized assessment instruments, sufficient to obtain successful completion of an LCP signifying progression to the next level of instruction for AE courses.
- A1-1.10 English for Speakers of Other Languages (ESOL).** Defined by DOE as courses designed to help individuals of limited English proficiency achieve competence in the English language.
- A1-1.11 English Literacy for Career and Technical Education (ELCATE).** Defined by DOE as courses designed to prepare individuals for success in career/technical programs and, ultimately, in the workforce.
- A1-1.12 English Language Instruction (ELI).** Instruction in the English language to limited English proficient students. Such instruction shall be designed to develop the student's mastery of the four language skills, including listening, speaking, reading, and writing, as rapidly as possible.
- A1-1.13 English Language Instruction (ELI) Tuition Voucher.** A certificate of funding by the Provider to an eligible client to be used to fund a client's enrollment costs in an appropriate ELI course provided by an accredited public school.

A1-1.14 Instructional Hours. The hours that teachers or instructors actually spend in the classroom teaching clients course material.

A1-1.15 Intake. The process in which the Provider completes the eligibility determination, initial data collection and Client Release of Information Form for new students or returning students who have not participated in services provided under this contract for twelve (12) consecutive months who intend to enroll in courses provided under this contract.

A1-1.16 Refugees/Entrants. People who are eligible for refugee services pursuant to state and federal regulations and who are in need of the services outlined in this contract. Refugees/Entrants, as used in this contract include:

A1-1.16.1 Refugees of all nationalities;

A1-1.16.2 Cuban/Haitian Entrants, including Parolees and Asylum Applicants;

A1-1.16.3 Asylees of all nationalities;

A1-1.16.4 Amerasians;

A1-1.16.5 Certified Victims of a Severe Form of Human Trafficking (also referred to as victims of trafficking (VOT));

A1-1.16.6 Lawful permanent residents who adjusted from prior refugee, entrant, or asylee status; and

A1-1.16.7 Special immigrants of Iraqi or Afghan nationality.

A1-1.17 Standardized Assessment Instrument. A valid and reliable testing instrument that is administered, scored, and interpreted in a standard manner to determine initial placement and subsequent educational gains of clients.

A2-1.17.1 For AGE courses, the standardized assessment instruments to document progress, representing the attainment of Literacy Completion Points, shall be in accordance with Rules 6A-6.014(4) and 6A-10.040, F.A.C., and other assessment memoranda, Assessment Technical Assistance Papers, and Frequently Asked Questions (FAQs) distributed by the Florida DOE and any subsequent revisions thereto. In the event that a Florida DOE-issued document supersedes Florida Administrative Code, providers shall comply with the superseding Florida DOE-issued document.

A1-1.18 Term. A period of time as determined by the local School Board or Board of Trustees that sets the beginning and end date for each session of the school year.

A1-1.19 Tuition. A Department of Education determined fee for a program or course of study that is offered by the Provider, or by an accredited vocational center, located within [County], Florida or a Refugee Services (RS) pre-approved fee for an RS pre-approved program or course of study, for those programs or courses of study which do not fall under the Department of Education fee schedule or framework, that is offered by the Provider, or by an accredited vocational center located within [County], Florida.

A1-1.20 Workplace Readiness Skills (WRS). Defined by DOE as courses to improve English language skills to maintain employment and/or enhance career opportunities within the company and are held at the worksite in a location provided by the employer.

EXHIBIT A2 - PROPERTY

- A2-1** Each item of property which it is practicable to identify by marking shall be marked in the manner required by the Auditor General. Each custodian shall maintain an adequate record of property in his or her custody, which record shall contain such information as shall be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian shall take an inventory of property in his or her custody. The inventory shall be compared with the property record, and all discrepancies shall be traced and reconciled. All publicly supported libraries shall be exempt from marking hardback-covered bound books, as required by this section. The catalog and inventory control records maintained by each publicly supported library shall constitute the property record of hardback-covered bound books with a value or cost of \$25 or more included in each publicly supported library collection and shall serve as a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing shall be traced and reconciled, and the library inventory shall be adjusted accordingly.
- A2-2** When state property will be assigned to a Provider for use in performance of a contract, the title for that property or vehicle shall be immediately transferred to the Provider where it shall remain until this contract is terminated or until other disposition instructions are furnished by the contract manager. When property is transferred to the Provider, the Department shall pay for the title transfer. The Provider's responsibility starts when the fully accounted for property or vehicle is assigned to and accepted by the Provider. Business arrangements made between the Provider and its subcontractors shall not permit the transfer of title of state property to subcontractors. While such business arrangements may provide for subcontractor participation in the use and maintenance of the property under their control, the Department shall hold the Provider solely responsible for the use and condition of said property. Provider inventories shall be conducted in accordance with CFOP 80-2.
- A2-3** If any property is purchased by the Provider with funds provided by this contract, the Provider shall inventory all nonexpendable property including all computers. A copy of which shall be submitted to the Department along with the expenditure report for the period in which it was purchased. At least annually, the Provider shall submit a complete inventory of all such property to the Department whether new purchases have been made or not.
- A2-4** The inventory shall include, at a minimum, the identification number; year and/or model; a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the VIN and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost.
- A2-5** The contract manager must provide disposition instructions to the Provider prior to the end of the contract period. The Provider cannot dispose of any property that reverts to the Department without the contract manager's approval. The Provider shall furnish a closeout inventory no later than 30 days before the completion or termination of this contract. The closeout inventory shall include all nonexpendable property including all computers purchased by the Provider. The closeout inventory shall contain, at a minimum, the same information required by the annual inventory.
- A2-6** The Provider hereby agrees that all inventories required by this contract shall be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value shall be agreed upon by both the Provider and the Department and shall be used in place of the original acquisition cost.
- A2-7** Title (ownership) to and possession of all property purchased by the Provider pursuant to this contract shall be vested in the Department upon completion or termination of this contract. During the term of this contract, the Provider is responsible for insuring all property purchased by or transferred to the Provider is in good working order. The Provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Provider shall be responsible for repaying to the Department the replacement cost of any property inventoried and not transferred to the Department upon completion or termination of this contract. When property transfers from the Provider to the Department, the Provider shall be responsible for paying for the title transfer.
- A2-8** If the Provider replaces or disposes of property purchased by the Provider pursuant to this contract, the Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Provider's annual inventory.
- A2-9** The Provider hereby agrees to indemnify the Department against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the Provider pursuant to this contract.

A2-10 A formal contract amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

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EXHIBIT B - SCOPE OF WORK

- B-1. Scope of Service.** Under the terms of this contract, adult education services are to be provided to eligible refugees/entrants who reside in [County], Florida. Refugees/Entrants residing in counties where no RS-funded adult education program exists may be served, with prior written approval from the contract manager.
- B-2. Major Contract Goals.** The goal of the adult education program is to ensure that an eligible client has the opportunity to receive English language training, Citizenship Preparation, High School Equivalency Program, Scholarships and Post-Secondary Education:
- B-2.1.** Appropriate to the client's needs (to assist eligible clients in furthering their education);
 - B-2.2.** Sufficient to perform effectively in gainful employment (in developing technical and employability skills); and
 - B-2.3.** Appropriate for advancement and the enhancement of self-sufficiency (in moving towards economic self-sufficiency and effective resettlement).
- B-3. Service Area/Locations/Times.**
- B-3.1. Services Delivery Location.** Under the terms of this contract, the Provider shall provide services at:
- Administration Office Location**
- [Insert physical location street address]
[Insert physical location City, State, ZIP]
[Insert other Service Delivery Location information as necessary.]
- ELI Course Locations**
- [Insert other Service Delivery Location information as necessary.]
- B-3.2. Service Times.**
- B-3.2.1.** Services shall be provided, at a minimum, Monday through Friday except for state recognized holidays. Because many clients can be better served with extended hours, the Provider is encouraged to offer evening and weekend service times. However, office hours shall be maintained for a minimum of **40 hours each week**. The Provider shall submit a copy of the schedule of days and times of mainstream and non-mainstream classes for each Term at least seven (7) days after the Term start date to DCF contract manager for review and approval.
- B-3.2.2.** Any changes in service times and any additional holidays that the Provider wants to observe must be reviewed and approved in writing by the Department's contract manager. The Provider shall submit a list of all Holidays and other days that the Provider is closed at least seven (7) days prior to Fall, Winter, and Summer Term start date to DCF contract manager. Failure of submitting this Term based information within said timeline will result in no-payment for the closed days of operation in the invoice period for the personnel costs paid by the cost reimbursement budget.
- B-3.3. Changes in Location.** The Provider shall request approval from the contract manager, in writing, a minimum of thirty (30) calendar days prior to making a change, addition, or deletion in service location.
- B-4. Clients to be Served.** Refugees/Entrants residing in [County], Florida requiring adult education assistance. Refugee/Entrants residing in neighboring counties, where no RS-funded adult educational program exists may be served, with prior written approval from the contract manager.
- B-5. Client Eligibility and Service Priorities.** This contract may be funded by any of the grants listed below. A Post Award Notice, provided by the contract manager, will specify the grant(s) applicable to this contract.

- B-5.1. Social Services Grant (CFDA 93.566)** funds can be used to serve refugees/entrants who have been in the United States for less than sixty (60) months. Under 45 CFR 400.152, clients with a date of entry more than 60 months prior to the date of service may be provided citizenship and naturalization preparation services, referrals, and/or interpreter services. The following priorities apply to clients eligible for services funded through the Social Services Grant:
- B-5.1.1. First Priority.** All newly arriving refugees/entrants during their first year in the U.S. who apply for services;
 - B-5.1.2. Second Priority.** Refugees/entrants who are receiving cash assistance;
 - B-5.1.3. Third Priority.** Unemployed refugees/entrants who are not receiving cash assistance; and
 - B-5.1.4. Fourth Priority.** Employed refugees/entrants in need of services to retain employment or to attain economic self-sufficiency.
- B-5.2. Targeted Assistance Grant (CFDA 93.584)** funds can be used to serve refugees/entrants residing in [County], Florida, who have been in the United States for a period less than sixty (60) months are eligible for services under this contract. Under 45 C.F.R. 400.315, clients with a date of entry more than 60 months prior to the date of service may be provided referral and/or interpreter services. The following priorities apply to clients eligible for services funded through the Targeted Assistance Grant:
- B-5.2.1. First Priority.** Refugees/Entrants who are receiving cash assistance, particularly long-term recipients;
 - B-5.2.2. Second Priority.** Unemployed refugees/entrants who are not receiving cash assistance; and
 - B-5.2.3. Third Priority.** Employed refugees/entrants in need of services to retain employment or to attain economic self-sufficiency.
- B-5.3. Cuban/Haitian Set-Aside, Social Services Grant (CFDA 93.566)** funds can be used to serve Cuban or Haitian refugees/entrants seeking adult education services. The following priorities apply to clients eligible for services funded through the Cuban/Haitian Set-Aside:
- B-5.3.1. First Priority.** Cuban/Haitian refugees/entrants within their first twelve (12) months in the United States or within twelve (12) months of their dates of asylum or applicable date of eligibility; and
 - B-5.3.2. Second Priority.** Cuban/Haitian refugees/entrants who are not receiving initial reception and placement assistance from a voluntary agency through a cooperative agreement with the Department of State or Department of Homeland Security (DHS) and are within their first sixty (60) months from their date of eligibility.
- B-5.4. Refugee School Impact Grant Set-Aside, Social Services Grant (CFDA 93.566)** funds can be used to serve refugees/entrants seeking Youth Services assistance. The following priorities apply to clients eligible for Youth Services funded through this contract:
- B-5.4.1. First Priority.** Refugees/ Entrants who have been in the US for less than twelve (12) months or within twelve (12) months of their date of asylum or applicable eligibility date; and
 - B-5.4.2. Second Priority.** Refugees/Entrants who have been in the US for less than thirty-six (36) months or within thirty-six (36) months of their date of asylum or applicable eligibility date.
 - B-5.4.3. Third Priority.** Clients whose date of entry in the U.S. is more than thirty-six (36) months, or more than thirty-six (36) months from their date of asylum or applicable eligibility date may only be served on the demonstration of extraordinary need and with the approval of the contract manager.
- B-5.5. Services to Older Refugees Set-Aside, Social Services Grant (CFDA 93.566)** funds can be used to serve older refugees/entrants (over the age of 60 years old), whose eligibility date is less than sixty (60) months. The following priorities apply to clients eligible for services funded through the Services to the Older Refugees Set Aside:
- B-5.5.1. First Priority.** All newly arriving older refugees/entrants during their first year of service eligibility. who apply for services;
 - B-5.5.2. Second Priority.** Older refugees/entrants who have lost, or are at risk of losing, SSI and/or other federal benefits; and
 - B-5.5.3. Third Priority.** Older refugees/entrants with the greatest relative risk of nursing home placement.

- B-5.6. Discretionary Targeted Assistance Grant Program (CFDA 93.576)** funds can be used to serve refugees/entrants. The Discretionary Targeted Assistance Grant Program is designed to assist newly arrived refugees and specific refugee populations with compelling situations who for various reasons have been unable to make the transition to economic self-sufficiency.
- B-6. Client Eligibility Determination.** Eligibility shall be determined as it is defined within 45 CFR Parts 400 and 401 and other eligibility memoranda distributed by the Department. The Department has final authority on client eligibility.
- B-7. Equipment.** The Provider shall list all property/equipment purchased under this contract on a property/equipment inventory list (Inventory Report, **Exhibit C2**). Said listing shall include a description and location of the property, as detailed on **Exhibit C2**. A copy of the inventory list is to be maintained in the contract manager's file.
- B-8. Contract Limits.**
- B-8.1.** Services funded under this contract may be only refugee/entrant specific services, which are designed to meet refugee/entrant needs and are in keeping with the rules and objectives of the refugee program.
 - B-8.2.** Funds for this contract are administered under the terms of the grant(s) funding this contract and 45 CFR Parts 400 and 401, and are subject to all grant and federal regulatory requirements.
 - B-8.3.** Funds awarded under this contract may not be used to supplant Florida Department of Education (DOE) general revenue funds or any other federal funds awarded to the Provider.
 - B-8.4.** Students seeking vocational services, deemed eligible for financial aid resulting in an award, are not eligible for services under this contract for the period of the award.
 - B-8.5.** By entering into this contract, the Provider represents that (**Provider name**) is not also receiving state funds or charging Florida's Department of Education for the same goods and services funded under this contract. The Provider has a duty to maintain clear records that distinguish its receipt of state and federal funds and prevent duplicative funding. If at any time, Department staff learns and verifies that the Provider was collecting state funds for the goods and services funded under this contract, the Provider will have an obligation, as part of a Corrective Action Plan, to refund all state monies to Florida's Department of Education or to refund the Department for all such duplicative funding as determined by the Department. The Corrective Action Plan shall also include provisions that repair the administrative or structural elements in the Provider's organization that allowed such duplicative funding to occur.

EXHIBIT C - TASK LIST

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

C-1. SERVICE TASKS

C-1.1 Annual Goal Plan. The Provider and Contract Manager will jointly develop annual targets or goals associated with minimum deliverables, performance measures, underserved populations, and service delivery.

C-1.2. Outreach Services. In order to raise awareness of existing educational opportunities to the community, the Provider must perform the following:

C-1.2.1. Uptake Analysis. The Provider shall conduct an annual uptake analysis, for prior year arrivals that identifies the number of eligible clients in the county and the number of clients, demographics of unserved clients, and percentage of unserved clients. The uptake analysis shall be submitted to the contract manager for review at least sixty (60) days after execution of the contract or amendment.

C-1.2.2. Outreach Plan. If necessary, as determined by the Department, the Provider shall develop an outreach plan based on the results of the uptake analysis. Once it is determined by the Department that an outreach plan is required, the Provider shall meet with the community liaison assigned to the service area in order to discuss and design appropriate outreach activities to address the needs of the target refugee population. The components of the outreach plan shall include:

C-1.2.2.1. The size and location of the target refugee population within the service area;

C-1.2.2.2. Information on the barriers that members of the refugee population may face in obtaining Adult Education Services, and how the Provider plans to overcome the barriers; and

C-1.2.2.3. The specific outreach activities that will be designed to inform the refugee population of the available Adult Education services.

The Provider shall annually submit the outreach plan to the contract manager within thirty (30) calendar days of receiving the uptake analysis results. The outreach plan must be approved by the contract manager prior to implementation.

C-1.2.3. Implementation. The Provider shall implement the outreach activities outlined in the approved outreach plan that are designed to familiarize potentially eligible clients with available contract services, to explain the purpose of these services, and to facilitate access to these services. These activities may include, but are not limited to, the development of brochures, posters, media advertisements, and public announcements regarding meetings, workshops, or training. The Provider shall submit all materials to the contract manager for review and approval thirty (30) calendar days prior to publication and dissemination.

C-1.3. Intake and Case File Development. The Provider shall determine client eligibility and gather information necessary to maintain an individual case file for each client served. The client's case file shall be updated until the client is terminated from the program. The intake and case file development process shall include the following components:

C-1.3.1 Client Eligibility Determination. The Provider shall determine refugee/entrant program eligibility based on the individual's immigration status, date of status, and if applicable, country of origin using original immigration documents provided by the client. The period of eligibility is calculated from the client's date of eligible status in the U.S. (e.g. date of initial parole, date asylum was granted, date person entered the U.S. as a refugee, etc.). A legible copy (front and back) of immigration documentation verifying refugee/entrant eligibility is required to accurately determine eligibility. The latest RS Eligibility Determination guide is online at <http://www.myflfamilies.com/service-programs/refugee-services/eligibility-determination-training-refugee-services-providers>

C-1.3.2 Immigration Status Verification. In the event that the Provider elects to use the SAVE/VIS Program, the Provider shall:

- C-1.3.2.1** Obtain a written, signed release from each applicant authorizing the release of the Department of Homeland Security (DHS) data to ACCESS Florida, RS, and the Provider.
 - C-1.3.2.2** Enter available information necessary to verify the alien applicant's immigration status, including the alien registration number for primary verification and additional information from the immigration documentation for automated secondary verification, complete form G-845, and provide copies of documents and other information as required for manual secondary verification.
 - C-1.3.2.3** Provide to RS names, addresses, and contact information of Provider staff using the SAVE/VIS Program.
- C-1.3.3 Initial Data Collection.** Upon determination of client eligibility, the Provider shall conduct an intake and initial data collection including, but not limited to:
- C-1.3.3.1** Legal name, alien number, country of origin, immigration status, arrival date in the U.S., current county of residence, date of birth, gender, and, if applicable and if available, social security number;
 - C-1.3.3.2** Educational status information, including primary language and educational experience;
- C-1.3.4 Client Release of Information Form.** The Provider shall explain to each client for what purpose information is being collected, and to whom the information may be released. The Provider shall obtain the client's initials and signature in the appropriate section(s) of the Client Release of Information Form (**Exhibit C3**).
- C-1.3.4.1** Social Security Number;
 - C-1.3.4.2** Department of Homeland Security (DHS) SAVE/VIS data;
 - C-1.3.4.3** Protected Health Information (PHI);
 - C-1.3.4.4** Financial Information; and/or
 - C-1.3.4.5** Contact Information Disclosure.
- In the event a client refuses to sign the Client Release of Information Form, the Provider shall sign and date the appropriate section of the form stating that the Provider has explained the form and its purpose to the client. Any subsequent revisions to the **Exhibit C3** may be implemented without the need of a formal contract amendment.
- C-1.3.5 Pre-Test Standardized Assessment.** The Provider shall assess progression of clients at the completion of each course utilizing standardized assessment instruments. The Provider shall document in the client file and in Web-RS the attainment of occupational completion points (OCP), literacy completion points (LCP) or documented progress, along with applicable post test scores obtained using standardized assessment instruments during the assessments. Post test scores may be used for placement in subsequent educational courses.
- C-1.3.6 Client Case File.** For each client served, the Provider shall maintain an individual electronic or hard-copy case file that includes a detailed chronological account of service delivery including, but not limited to, the following:
- C-1.3.6.1** Eligibility documentation, including a legible copy of the front and back (if applicable) of immigration documentation;
 - C-1.3.6.2** Intake information;
 - C-1.3.6.3** Client Release of Information Form;
 - C-1.3.6.4** Documentation of course enrollment;
 - C-1.3.6.5** Pre/Post Standardized assessment test scores;
 - C-1.3.6.6** Documentation of other goods provided; and
 - C-1.3.6.7** Termination of client services documentation (if closed).
- C-1.3.7 Termination of Client Services.** The Provider shall close a client's case for the following reasons:
- C-1.3.7.1** Client completion of all objectives and no longer in need of services;

- C-1.3.7.2 Client no longer meets eligibility criteria for the program;
- C-1.3.7.3. Written or verbal notification by the client of withdrawal from the program;
- C-1.3.7.4. Client relocation out of the service area;
- C-1.3.7.5. Non-participation of the client; the client has not participated in service for twelve (12) consecutive months;
- C-1.3.7.6. Unsuccessful closure; client participated but objectives not achieved; or
- C-1.3.7.7. Death of the client.

C-1.4. Enrollments. The Provider shall enroll clients in the appropriate education program based on the client's educational needs. The Provider may provide the following:

C-1.4.1. English Language Enrollment. The Provider shall enroll clients in the appropriate level of English Language Instruction (ELI) based on the client's performance on standardized assessment instruments. The Provider may distribute English Language Instruction (ELI) Tuition Vouchers to eligible clients in order for the clients to enroll in appropriate ELI courses provided by an accredited public school. The Provider shall offer ELI courses including, but not limited to:

- C-1.4.1.1. English for Speakers of Other Languages (ESOL), as defined in **Exhibit A1**;
- C-1.4.1.2. English Literacy for Career and Technical Education (ELCATE), as defined in **Exhibit A1**;
- C-1.4.1.3. Adult ESOL Academic Skills (ESOLAS), as defined in **Exhibit A1**; and/or
- C-1.4.1.4. Workplace Readiness Skills (WRS), as defined in **Exhibit A1**.

C-1.4.2. High School Equivalency Diploma Program/ GED. The Provider may enroll clients in courses designed to educate and prepare them to earn high school equivalency diplomas, such as GED Prep courses.

C-1.4.3. Citizenship Preparation. The Provider may enroll clients in non-academic courses offered to eligible refugees/entrants in preparation for the naturalization test required for U.S. Citizenship, including, but not limited to, U.S. civics, history, government, citizens' rights and responsibilities, the Declaration of Independence, and the U.S. Constitution.

C-1.4.4. Adult Basic Education (ABE). The Provider may provide ABE courses of instruction designed to improve the employability of the state's workforce through instruction in reading, mathematics, language, and workplace readiness skills.

C-1.4.5. Workplace ESOL. The Provider may offer workplace ESOL services to clients employed by local area businesses, to support the clients in their acquisition/improvement of English language, literacy and basic skills leading to job retention and advancement. The Provider shall submit a copy of the workplace ESOL class locations, along with a schedule of days and times, to the contract manager, prior to the start of each new session.

C-1.5. Refugee-Specific Instructional Services. If the course offerings in the mainstream classes are not appropriate for the needs of the refugee population in the community, the Provider may provide refugee specific classes. The Provider shall determine the number of staff and refugee-specific instructional hours necessary for each ELI course. If refugee-specific classes are offered, the Provider shall submit a report to the contract manager each reporting period outlining the following:

- C-1.5.1 Types of ELI courses that will be offered;
- C-1.5.2 Number of enrolled students in each course;
- C-1.5.3 Number of staff needed to instruct each course;
- C-1.5.4 Total anticipated refugee-specific instructional hours; and
- C-1.5.5 Class schedule.

- C-1.6. Post Test Standardized Assessment.** The Provider shall assess progression of clients at the completion of each course utilizing standardized assessment instruments. The Provider shall document in the client file and in Web-RS the attainment of occupational completion points (OCP), literacy completion points (LCP), or documented progress, along with applicable post test scores obtained using standardized assessment instruments during the assessments.
- C-1.7. Supportive Services.** The Provider may provide supportive services including, but not limited to, the following:
- C-1.7.1 Course Advising.** The Provider may provide course advising to assist with the client's progression through the program(s) in which they are enrolled, and encourage enrollment in at least one of more courses over consecutive terms. This may include, but is not limited to needs identification, and follow-up on recommendations and outcomes.
- C-1.7.2 Attendance Counseling.** The Provider may provide attendance counseling for those clients with significant barriers that prevent regular course attendance. The Provider may counsel clients on the value of continued education and encourage regular attendance in courses in which clients are enrolled.
- C-1.7.3 Transportation.** The Provider may provide transportation assistance when necessary for participation in adult education services. Transportation assistance is limited by the Provider's line item budget, which identifies vehicle usage and/or fare passes on public transportation systems. The Provider shall maintain a log demonstrating the distribution of passes, including client names (or unique identifiers), date of pass distribution, and pass numbers.
- C-1.7.4 Referrals** The Provider shall be familiar with community services and, in particular, services provided to refugees/entrants. The Provider shall refer to these services as client needs are identified. The Provider shall maintain in the individual client file clear documentation of all referrals made for the client that reflects the referral type(s), Provider(s) referred to, referral date(s), and referral reason(s). Referral types may include but are not limited to:
- C-1.7.4.1 Refugee Childcare Providers.** The Provider may refer clients to a RS funded childcare provider within fourteen (14) calendar days of the need for this service being identified. When the client is referred to a childcare service provider, the referring educational Provider shall follow up with the client and/or Provider to ensure that the client accessed the services of the refugee childcare provider. Documentation of the referral to the childcare provider and of the follow-up shall be maintained in the client file.
- C-1.7.4.2 Referrals to Employment Services:** Within 14 days of the successful completion of Level 3 ESOL or above and with the client's approval as noted on the Client Release of Information form (Exhibit C-3) and any additional provider required release under the Family Educational Rights and Privacy Act (FERPA), the provider shall refer the client to the RS funded employment services provider and release the approved information to determine what employment and/or vocational training services the client might be eligible to receive.
- Follow-up to Employment Services:** Within 30 days of the referral to the employment services provider, the adult education provider shall follow-up with the client or employment services provider to ensure the client was contacted by or made contact with the employment services provider. Documentation of the referral and follow-up shall be maintained by the adult education provider.
- C-1.7.5 Recertification/ Recredentialing.** The Provider may assist clients in obtaining recertification/ recredentialing services, including diploma/degree evaluation and translation for educational and employment purposes, within the limits of the line item budget.
- C-1.8. Data Security and Access Request Forms.** The Provider shall ensure that its staff whose duties require them to access client information through the Web-RS/Refugee Services Data System must complete the following annually:
- C-1.8.1** DCF Security Agreement (form CF 0114, which is available from the Contract Manager);
- C-1.8.2** DCF Security Awareness Training, as specified in the Standard Integrated Contract, and
- C-1.8.3** Refugee Services Data System (RSDS) Security Access Request Form (**Exhibit C4**).

Any subsequent revisions to the **Exhibit C4** by the Department may be implemented without the need of a formal contract amendment.

- C-1.9. Electronic Data.** The Provider shall use the Web-RS application to submit electronic data with the required data elements as specified in the Web-RS Application User Guide or any subsequent revisions to this guide without the requirement of a contract amendment. The Provider shall submit electronic data via direct entry into Web-RS or via batch interface, as required by RS.
- C-1.10. Refugee Integration and Self Sufficiency Annual Survey.** The Provider shall conduct a survey of clients who have been in the U.S. for at least one (1) year. The goal of the survey is to assist the Refugee Services Program in assessing the degree to which Refugee clients have integrated and/or achieved self-sufficiency since arriving in the US. Surveys may be completed in person or telephonically during routine contract or client activities including but not limited to client appointments, intakes, assessments, follow-ups, plan reviews, etc. The Department will provide a list of clients from which the Provider will randomly select clients to survey. Prior to surveying, the Provider shall verify that the client is on the list provided by the Department, offer an assurance that responses cannot be linked back to the client, explain the goal/purpose of the survey and indicate that the survey is voluntary. The number of surveys to be completed by the Provider, the survey tool, and the method that will be used for data collection will be provided by the contract manager prior to implementation. Clients under the age of eighteen (18) shall not be administered a survey.
- C-1.11. Limited English Proficiency (LEP) Policy.** The Provider shall serve LEP populations in compliance with the requirements of Title VI of the Civil Rights Act of 1964. The Provider shall develop and submit for approval, a comprehensive written policy on language access for LEP persons that:
- C-1.11.1.** Identifies the language(s) likely to be encountered while providing contract services;
 - C-1.11.2.** Estimates the number of eligible people likely to be affected by the need for language interpretation assistance;
 - C-1.11.3.** Establishes an in-house point of contact who is competent to provide verbal language interpretation services or competent to provide document translation assistance for written documents;
 - C-1.11.4.** Identifies a process by which language interpretation services not available on-site shall be provided to LEP persons;
 - C-1.11.5.** Establishes a process by which routine written materials, vital documents, required program forms or other informative documents shall be made available in languages sufficient to meet the demands of LEP persons;
 - C-1.11.6.** Addresses how notices of LEP persons' rights shall be conveyed in the LEP persons' native languages, and where such notices shall be placed in the place of business;
 - C-1.11.7.** Identifies how the service Provider shall inform and train staff; and identify the frequency of staff training; and
 - C-1.11.8.** Informs the funding organization how the service Provider shall monitor its progress in ensuring that the requirements for providing language access for LEP persons is met.
 - C-1.11.9.** The level and depth of compliance a service Provider must meet in order to comply with requirements of Title VI can be determined by using the compliance requirement criteria below. If the refugee/entrant population to be served:
 - C-1.11.9.1.** Is 10% of the eligible population or 3,000 (whichever is less), the service Provider must provide translated written documents, including vital documents for the group.
 - C-1.11.9.2.** Is 5% of the eligible population or 1,000 (whichever is less), the service Provider, at a minimum, must translate vital documents, while other document translations can be oral.
 - C-1.11.9.3.** Is fewer than 100 persons, the service Provider is not required to translate written materials, but must provide a written notice in the primary language of the LEP group of the right to receive translation of written materials.

The Provider shall submit a Limited English Proficiency plan for compliance to RS within sixty (60) days following the contract effective date and submit the LEP Policy Questionnaire annually thereafter. Failure to comply with this requirement may place the Provider in breach of contract and the Provider may be penalized as provided in Section 6.1. of the Standard Integrated Contract.

C-1.12. Task Limits.

- C-1.12.1.** The Provider shall not make stipend payments to a client under the terms of this contract.
- C-1.12.2.** The Provider shall not perform any tasks related to the program, other than those described in this contract, without the express written consent of the Department.
- C-1.12.3.** The Provider shall not deny any services under this contract to any individual because an individual refuse to provide his or her social security number.
- C-1.12.4.** Not-for-profit entities are not required to verify eligibility through the SAVE/VIS Program. Client documentation that provides proof of eligibility in accordance with RS guidelines is sufficient to provide services.
- C-1.12.5.** Payment for services under this contract is limited to adult and vocational training programs identified in this contract, which are intended to be completed in twelve (12) months or less, have documented progress and are sufficient to obtain employment, as stated in 45 CFR Part 400.146. English language instruction is not limited to twelve (12) months. However, English language instruction must be provided in a concurrent, rather than sequential, time period with employment or with other employment-related services.
- C-1.12.6.** Clients are limited to three (3) enrollments in a particular level or course in an attempt to achieve documented progress. If the client is unsuccessful in achieving documented progress in said level or course after three (3) attempts, the Provider shall refer the client to other funding sources/programs that would better meet the client's needs.
- C-1.12.7.** Course offerings under this contract are limited to those that are within the frameworks developed by the Florida Department of Education or those approved in writing by the contract manager no fewer than thirty (30) calendar days prior to implementation.
- C-1.12.8.** The Provider shall document client progression assessment information using only those standardized testing instruments identified in Rules 6A-6.014(4), 6A-6.014(5), and 6A-10.040, F.A.C. or Florida Department of Education-issued document that supersedes these F.A.C. and any subsequent revisions thereto. Documenting of client progression for any AGE courses using a non-standardized testing instrument not identified in any of the previously mentioned F.A.C. or DOE document (for example, including but not limited to instructor- or School Board- or College-created test) is not acceptable.
- C-1.12.9.** The Provider will not be reimbursed or paid under this contract for individuals who are enrolled in a K-12th grade public school program.

C-2. ADMINISTRATIVE TASKS

C-2.1. Staffing Levels

- C-2.1.1.** The Provider shall ensure adequate program staffing for technical, administrative, and clerical support. The Provider shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. The Provider shall notify the contract manager, in writing, within fourteen (14) calendar days following the loss of a staff member funded by this contract in part or in whole.
- C-2.1.2.** The staffing levels are contained in the budget (Project Budget Summary, **Exhibit F2**) and shall be sustained throughout the contract period. In the event the Department determines that the Provider's staffing levels do not conform to those set forth in **Exhibit F2**, it will advise the Provider in writing, and the Provider shall have thirty (30) calendar days to remedy the identified staffing deficiencies.
- C-2.1.3.** The Provider may make staffing changes for those positions funded either in whole or in part with funds from this contract. The contract manager must be notified in writing when a change of incumbent staff occurs. Such written

notification shall include the candidate's name, position title, starting date, recommended salary (not to exceed the amount associated with the position as referenced in the **Exhibit F2**), and cost allocation (if applicable). The Provider shall replace, on the project, any employee whose continued presence would be detrimental to the success of the project with an employee of equal or superior qualifications.

C-2.2. Professional Qualifications

C-2.2.1. Professional and paraprofessional staff shall be qualified, as detailed in the job description, in a field appropriate to the services being provided under this contract.

C-2.3. Subcontracting

C-2.3.1. Subject to Section 4.3. of the Standard Integrated Contract, the Provider may subcontract for services under the terms of this contract with the prior written approval from the Department's contract manager. The subcontractor at any tier level must comply with the E-Verify clause as subject to the same requirements as the prime contractor. Subcontracting shall in no way relieve the Provider of any responsibility for performance of its duties under the terms of this contract.

C-2.3.2. The Provider shall execute contracts for subcontracted services within ninety (90) days of the contract or budget amendment execution date. In the case of an anticipated delay in meeting this requirement, the Provider shall submit a written request for an extension to the contract manager prior to the expiration of the ninety (90) day deadline. Within thirty days of executing contracts for subcontracted services, the Provider shall provide contract manager copies of the executed subcontract.

C-2.3.3. Subcontract Agreements. The Provider shall include in all appropriate subcontract agreements: a detailed scope of work; clear and specific deliverables; performance standards; sanctions for non-performance; programmatic monitoring requirements; fiscal monitoring requirements; and, detailed documentation requirements. The Provider's monitoring procedures for its subcontracts shall be structured to ensure the satisfactory delivery of services as well as the appropriate expenditure of funds.

C-2.4. Records and Documentation

C-2.4.1. Client Records. The Provider shall maintain client information as follows:

C-2.4.1.1. The Provider shall maintain records documenting the total number of eligible clients and names (or unique identifiers) of clients to whom services were provided under the terms of this contract and the date(s) that the services were provided so that an audit trail documenting service provision can be maintained.

C-2.4.1.2. The Provider shall furnish, upon request, such information as may be required to verify that the client's eligibility was determined in accordance with RS and the Federal Office of Refugee Resettlement (ORR) requirements.

C-2.4.2. Format Requirements. Submission of documents produced by the Provider to satisfy the requirements of this section must be submitted to the Department in Microsoft Office product format in the versions used by the Department at the time of submission, currently MS Project 2007 or newer version, MS Word 2007 or newer version, MS Excel 2007 or newer version.

C-2.4.3. Confidentiality of Records. The Provider shall maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. Except as provided by law, the Provider further agrees to hold the Department harmless from any claim or damage, including reasonable attorneys fees and costs, or from any fine or penalty imposed as a result of an improper disclosure by the Provider of confidential records, whether public record or not, and promises to defend the Department against the same at its expense.

C-2.4.4. Access to Records. The Provider shall maintain all records required to be maintained pursuant to this contract in such manner as to be accessible by the Department upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

C-2.4.5. Separation of Client Records. Client records for this contract must be maintained separately from client records of other projects. Inactive or closed client records must be maintained separately from active client records. Client records must not be taken from the service site without written Departmental approval.

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

C-2.5.1. Required Reporting Submission. The Provider shall submit reports according to the reporting requirements specified in **Exhibit C5**. In the case of an anticipated delay in meeting this requirement, the Provider shall submit a written justification for the delay and a request for an extension to the contract manager prior to the expiration of the submission deadline. Only submittals received by the due date or pursuant to an approved extension will be considered timely. All due dates not specifically identified are calendar days.

C-2.5.2. Additional Reporting Requirements. The Provider shall provide additional reporting pertaining to the services rendered in the contract should the Department determine this to be necessary.

C-2.5.3. Data Reports.

C-2.5.3.1. Data Entry Deadlines. The Provider shall submit to the Department data by outlined in the table below, except in emergency circumstances and as approved in writing by the Contract Manager. Refugee Services will produce the official data report from the Provider's electronic data the first business day following the submission deadline for the previous period's data as noted in the preceding schedule. The reports produced by RS are the official record of deliverables and overall program performance, unless notified immediately of discrepancies.

DATA NEEDED	REPORTING PERIOD	RECORDED IN
Client Service Intake Data	10 th of Each month following the bi-monthly service period	Web-RS Data Entry or Batch upload
Monthly Count of Pre-Post Tests Administered	10 th of Each month following the bi-monthly service period	Web-RS BEES
Monthly Count of RS Instructional Hours Delivered	10 th of Each month following the bi-monthly service period	Web-RS BEES
All Fall Term Data Enrollments & Completions	[Insert due date(s) as Month DD, YYYY]	Web-RS Data Entry or Batch upload
All Winter Term Data Enrollments & Completions	[Insert due date(s) as Month DD, YYYY]	Web-RS Data Entry or Batch upload
All Summer Term Data Enrollments & Completions	[Insert due date(s) as Month DD, YYYY]	Web-RS Data Entry or Batch upload

***Term Data shall include all of the files containing client services, programs, courses data, etc.**

C-2.5.3.2. Data Integrity. If notified by RS of reporting discrepancies, the Provider has three (3) business days from the date of notification of the errors to correct and return the electronic data. If discrepancies are reported by the Provider, the Provider shall correct and return the electronic data within three (3) business days of the notification. The Provider shall notify the Contract Manager and RSDS@myflfamilies.com when corrections are needed and again when corrections are completed. Following completion of data correction, RS will produce the official report the following business day.

C-2.5.4. Reporting Responsibilities. It is the Provider's responsibility to ensure that data are entered accurately and timely and that reports are acceptable and submitted timely. Continued inaccurate or late reporting of data and/or continued submission of unacceptable or late reports may result in corrective action and may require financial penalties and place the Provider in breach of contract as provided in Section 6.1. of the Standard Integrated Contract.

C-2.6. Provider Responsibilities

C-2.6.1. Provider Unique Activities

- C-2.6.1.1.** The Provider must be knowledgeable of the refugee/entrant populations to be served in the identified service area.
- C-2.6.1.2.** The Provider shall ensure that any individual who seeks to apply for contracted services has an opportunity to do so, and the Provider shall subsequently determine the eligibility of each applicant for those services.
- C-2.6.1.3.** Services funded under this contract must be provided to the maximum extent feasible in a manner that is culturally and linguistically compatible with a refugee/entrant's language and cultural background. Services funded under this contract must be provided to the maximum extent feasible in a manner that includes the use of bilingual/bicultural women on service agency staff to ensure adequate service access by refugee/entrant women.
- C-2.6.1.4.** By execution of this contract, the Provider recognizes its singular responsibility for the tasks, activities and deliverables described therein; warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities and deliverables; and agrees to be fully accountable for the performance thereof. In addition, the Provider assumes full responsibility for the acts of all subcontractors.

C-2.6.2. Coordination with Other Providers/Entities

- C-2.6.2.1.** The Department may undertake or award other contracts for additional or related work, and the Provider shall fully cooperate with other such Providers, Department employees, community based organizations and other service organizations that provide services to refugees/entrants. The failure of other Providers or entities to cooperate or properly perform service does not relieve the Provider of any accountability for tasks or services that the Provider is obligated to perform pursuant to the contract.
- C-2.6.2.2.** The Provider shall attend the scheduled Refugee Task Force meetings for their service delivery area(s). The Provider shall participate in, present at, and collaborate with other social service agencies at the meetings.

C-2.7. Refugee Clients under Age Eighteen (18). Providers who care for children and youth shall have and provide to the Department upon request written policies regarding: the removal of refugee children/youth from the premises; the procedures employees must follow whenever a refugee child/youth fails to present to the facility as scheduled, planned or anticipated; the procedures the provider has in place to account for the presence of children/youth in their care throughout the time the refugee child/youth is in their care (i.e. head counts; field trip procedures, etc.), and any other matter(s) the Provider and/or subcontractor has established to protect refugee children in their care from unauthorized removal, and the prevention and reporting of missing children. This section applies to all tiers of subcontractors.

C-2.8. Grievance Process. The Provider shall establish a system through which applicants for services and current clients may present grievances about the operation of the contract. Such procedure shall, at a minimum, address the client's due process rights and any substantive issues sought to be raised by the client. The Provider shall advise the client of the proper method of invoking these procedures.

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

C1 – NARRATIVE REPORTING REQUIREMENTS

Name of the organization, location, & contract number: _____

Type of service and report period: _____

A. Report on major activities undertaken during the reporting period. Focus specifically on activities intended to accomplish the contract goals and objectives as well as any interim objectives achieved within the reporting period. Add examples for each service, for example new employers participating, beginning a short-term training. Please indicate whether the named activity included dissemination/outreach. Describe specific accomplishments for each named activity. Describe any challenges in the planning and execution of the named activity including deviations or departures from the original intent of the named activity.

Activity	Dissemination/ Outreach (Check if Yes)	Accomplishment	Challenge
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		

B. Describe any accomplishments in serving priority populations:

C. Other Activities (Please briefly describe other noteworthy activities):

D. Activities planned for next reporting period (Please include both major and supplementary activities):

E. New program initiatives, plans for program improvement, and service enhancement (Please briefly describe any new initiatives, plans to improve and/or enhance existing programs):

F. Significant findings and events (Please briefly describe any noteworthy finding or event not described above):

G. Describe issues that have arisen during this reporting period, how you have addressed the issues, & alternative solutions not currently allowed by your contract.

H. Report new trends in the refugee community (new need for services, increase in certain populations, etc.)

I. Any other comments or items to share?

J. Please provide 2 positive client summaries. These client summaries should only involve a priority client who experienced a significant event during the report period.

K. Please provide 1 client summary that presented notable challenges. This client summary should only involve a priority client who experienced a significant event during the report period.

EXHIBIT C3 – CLIENT RELEASE OF INFORMATION FORM



INSTRUCTIONS TO THE PROVIDER: The client is requested to read and sign the client rights portion of this form. The provider is required to inform each client of sections I-VII of this form and the purpose for each, requesting the client initial each applicable section.

Client Initials

I. SOCIAL SECURITY NUMBER DISCLOSURE

The Florida Department of Children and Families requests that you provide your social security number(s), but you are not required to do so under the law. However, if you give us your social security number(s) we can determine your eligibility for assistance or services faster and more accurately. The department uses social security numbers for identity verification, income and eligibility verification, and other purposes related to administration of our programs.

II SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) DISCLOSURE

I hereby authorize the release of Department of Homeland Security data pertinent to my immigration status to the Florida Department of Children and Families and [Provider Name] to access federal public benefits and/or Refugee Services-funded services.

III PROTECTED HEALTH INFORMATION (PHI) DISCLOSURE PROTECTED HEALTH INFORMATION (PHI) DISCLOSURE

I hereby authorize the release of my protected health information (PHI) to Refugee Services for the purpose of determining eligibility for services or special exemption from program requirements.

IV FINANCIAL INFORMATION DISCLOSURE

I hereby authorize the release of my financial information to Refugee Services for the purpose of determining eligibility for services and/or economic statistics.

CONTACT INFORMATION DISCLOSURE FOR CONDUCTING A SURVEY

I hereby authorize the release of my contact information: Full Name, Local Address, Cell/Home Phone Number, and Email address to the vendor approved by the Florida Department of Children and Families for the purpose of conducting a survey to rate my refugee experience and generally assess refugee needs.

VI CONTACT INFORMATION DISCLOSURE FROM ADULT EDUCATION SERVICE PROVIDERS

I hereby authorize the release of the following information: Full Name, Local Address, Cell/Home Phone Number, Email address, Adult Education test scores, Documentation of Vocational Program Completion, and ESOL level by the Florida Department of Children and Families/Refugee Services Program and the Refugee Services funded Adult Education provider to the Refugee Services funded Employment service provider so they can contact me to explain the employment and vocational training I might be eligible to receive.

VII CONTACT INFORMATION DISCLOSURE FROM EMPLOYMENT SERVICE PROVIDERS

I hereby authorize the release of the following information: Full Name, Local Address, Cell/Home Phone Number, Email address, and Test scores, if applicable, by the Florida Department of Children and Families/Refugee Services Program and the Refugee Services funded Employment service provider to the Refugee Services funded Adult Education provider so they can contact me to explain the educational services I might be eligible to receive.

CLIENT RIGHTS

- I have the right to revoke this authorization at any time by writing to the Florida Department of Children and Families and [Provider Name].
- I understand that signing this authorization is voluntary and my treatment, payment, enrollment, or eligibility for benefits is not contingent upon my authorization of this disclosure.
- I understand that information disclosed under this authorization may be re-disclosed by the recipient, and this re-disclosure may no longer be protected by federal or state law.
- The Florida Department of Children and Families and [Provider Name] will give me a copy of this form upon my request.
- I understand that this authorization will expire at the conclusion or termination of the contract between the Florida Department of Children and Families and [Provider Name], unless I specify a different date.
- My signature below indicates that I have read this form entirely, had the opportunity to ask questions, and authorize the use of a copy of this form for the disclosure of the information described above.

Client Name

Client Signature

Date

Provider Use Only: I have explained this form and its purpose to the client and the client has refused to sign.

Provider Signature

Date

DRAFT

EXHIBIT C4 – RSDS SECURITY ACCESS REQUEST FORM



REFUGEE SERVICES DATA SYSTEM SECURITY ACCESS REQUEST (SAR)

Date: _____

Contract Number: _____

Provider Name: _____

Employee Requesting RSDS Access: _____

Program Name: _____

Employee Position Title: _____

Employee Email Address: _____

Purpose for Access: _____

Attachments:

DCF Security Agreement (form CF 0114), signed and dated by both the supervisor and employee requesting RSDS access.

DCF Security Awareness Training Certificate (Internet training certificate).

Date that **DCF Security Awareness Training** was completed by employee: _____

DCF Security Awareness Training can be reached going to the DCF internet site at: <http://www.myflfamilies.com/about-us/dcf-training>. You will need to follow the link "Security Awareness Training" at the top of the page.

Supervisor's Name

Supervisor's Signature:

Date of Approval:

Data Security Officer's Name:

Data Security Officer's Signature:

Date of Approval:

FOR DEPARTMENT USE ONLY

Contract Manager's Signature

Date

Data Unit Supervisor's Signature:

Date of Approval:

EXHIBIT C5 – REPORTING REQUIREMENTS

Required Reporting	Frequency	Due Date	Number & Type of Copies Due	DCF Office
Invoice Exhibit F3	Monthly/Quarterly Term	20th day of each month/quarter/term	1 electronic and 1 hard copy	Refugee Services 1317 Winewood Boulevard Building 6, Room 200 Tallahassee, FL 32399-0700
Narrative Reporting Requirements, as specified in Exhibit C1	Every four (4) months	February 10, __ June 10, __ October 10, __	1 electronic and 1 hard copy	Refugee Services 1317 Winewood Boulevard Building 6, Room 200 Tallahassee, FL 32399-0700
Limited English Proficiency (LEP) Policy	Within 60 days following the contract effective date and the LEP Policy Questionnaire annually thereafter	[Insert due date(s) as Month DD, YYYY]	1 electronic and 1 hard copy	Refugee Services 1317 Winewood Boulevard Building 6, Room 200 Tallahassee, FL 32399-0700
Financial and Compliance Audit and accompanying management letter as specified in Attachment 1	Annually	Within 180 days following Provider's fiscal year end or within 30 days of Provider's receipt of the audit report, whichever occurs first	1 electronic copy to the contract manager 1 electronic copy to Inspector General	Refugee Services 1317 Winewood Boulevard Building 6, Room 200 Tallahassee, FL 32399-0700 Office of the Inspector General, Provider Audit Unit 1317 Winewood Boulevard Building 5, Room 237 Tallahassee, FL 32399-0700 flaudgen_localgovt@aud.state.fl.us
Inventory Report Exhibit C2	Annually and 30 days prior to completion of contract	[Insert due date(s) as Month DD, YYYY]	1 electronic and 1 hard copy	Refugee Services 1317 Winewood Boulevard Building 6, Room 200 Tallahassee, FL 32399-0700
Emergency Preparedness Plan as specified in Section 9.2 of the Standard Integrated Contract	Within 30 days of contract execution, an updated plan shall be submitted no later than 12 months following the acceptance of an original plan or an updated plan	[Insert due date(s) as Month DD, YYYY]	1 electronic and 1 hard copy	Refugee Services 1317 Winewood Boulevard Building 6, Room 200 Tallahassee, FL 32399-0700
Civil Rights Compliance Checklist as specified in Section 7.13 of the Standard Integrated Contract	Within 30 days of contract execution and annually thereafter for multi-year contracts	[Insert due date(s) as Month DD, YYYY]	1 hard copy	Refugee Services 1317 Winewood Boulevard Building 6, Room 200 Tallahassee, FL 32399-0700
Proof of Liability Insurance as specified in Section 4.5. of the Standard Integrated Contract	Within 30 days of contract execution and annually thereafter for multi-year contracts	[Insert due date(s) as Month DD, YYYY]	1 hard copy	Refugee Services 1317 Winewood Boulevard Building 6, Room 200 Tallahassee, FL 32399-0700
Support to the Deaf or Hard of Hearing as specified in Section 9.3.2 of the Standard Integrated Contract	Monthly	5 th business day of each month	1 electronic	The Office of Civil Rights Form Site: https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html
Employment Screening Affidavit as specified in Section 4.14.2. of the Standard Integrated Contract	Annually	Annually on July 31	1 electronic and 1 hard copy	Refugee Services 1317 Winewood Boulevard Building 6, Room 200 Tallahassee, FL 32399-0700
Refugee Specific Instruction Report (if applicable)	Term	[Insert due date(s) as Month DD, YYYY]	1 electronic copy and 1 hard copy	Refugee Services 1317 Winewood Boulevard Building 6, Room 200 Tallahassee, FL 32399-0700

EXHIBIT D – DELIVERABLES

D-1. Service Units.

- D-1.1. The Provider shall deliver the following service units for the _____ school year (August 1, _____-July 31, _____).
 - D-1.1.1. The Provider shall conduct at least ____ client intakes during the school year, with a minimum number of client intakes as outlined in the Bimonthly Minimum Deliverable Table in section D-1.1.5.
 - D-1.1.2. The Provider shall administer at least ____ pre/post standardized assessments during the school year, with a minimum number of pre/post standardized assessments as outlined in the Bimonthly Minimum Deliverable Table in section D-1.1.5.
 - D-1.1.3. The Provider shall provide at least ____ refugee-specific instructional service hours in ELI courses during the school year, with a minimum number of refugee specific instructional service hours in ELI courses as outlined in the Bimonthly Minimum Deliverable Table in section D-1.1.5.
 - D-1.1.4. The Provider shall provide at least ____ enrollments in appropriate education programs in accordance with section C-1.4, with a minimum number of enrollments as outlined in the Term Minimum Deliverable Table in section D-1.1.6.
 - D-1.1.5. **Monthly/ Bi-Monthly Minimum Deliverable Table**

Minimum Deliverables Table				
Reporting Period	Report Due Date	Minimum # of Client Intakes	Minimum # of Pre/Post Standardized Assessments	Minimum # of Refugee-specific Instructional service hours

D-1.1.6. Term Minimum Deliverables for the period of August 1, _____ to July 31, _____

Term Minimum Deliverables Table		
Reporting Period	Report Due Date	Minimum # of Enrollments

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EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1 Performance Specifications. Performance measures will be reviewed and calculated on term and school year basis cumulatively for each Federal Fiscal Year (FFY) within the contract period.

E-1.1 At least _____ percent (__%) of client intakes conducted shall result in enrollments into English Language Instruction courses.

E-1.2 At least _____ percent (__%) of English Language Instruction courses in which clients are enrolled (and not withdrawn) within a reporting period will result in a completion.

E-1.3 At least _____ percent (__%) of English Language Instruction courses completed by clients within a reporting period shall result in a Literacy Completion Point (LCP) as validated by standardized assessment instructions.

E-1.4 At least _____ percent (__%) of clients who earned a Literacy Completion Point (LCP) from the prior term will enroll in the next level of ELI courses in the following term.

E-2 Description of Performance Measurement Terms.

E-2.1 Completion means that clients are able, according to DOE standards, to take the related standardized test (such as CASAS test) and the results (including course end date and reason) have been entered in the Refugee Services Database System.

E-2.2 Completion Points: Point(s) attained representing Occupational Completion Points (OCP) or Literacy Completion Points (LCP) or competencies, as defined by the Florida DOE guidelines, representing successful completion of program standards, benchmarks, and frameworks.

E-2.3 Enrollment means clients have an end date (have not withdrawn) and have an outcome for each course.

E-2.4 English Language Instruction (ELI) courses; as defined in exhibit A1, includes English for Speakers of Other Languages (ESOL), Adult ESOL Academic Skills (ESOLAS), English Literacy for Career and Technical Education (ELCATE).

E-2.5 Withdrawn includes death of the client, the client has withdrawn from the course within one month of course start date, relocated, or obtained employment and is no longer able to attend the course.

E-3 Performance Evaluation Methodology for period of August 1, _____ to July 31, _____.

E-3.1 The calculation of performance measure E-1.1 shall be determined using the following:

Total # of client intakes that resulted in Enrollments into ELI courses	≥ _____%
Total # of client intakes	

E-3.2 The calculation of performance measure E-1.2 shall be determined using the following:

Total # of English Language Instruction courses completed within the reporting period	≥ _____%
Total # of English Language Instruction courses for which clients are enrolled within the reporting period	

E-3.3 The calculation of performance measure E-1.3 shall be determined using the following:

Total # of ELI courses completed by the clients within the reporting period that resulted in a LCP	≥	___%
Total # of ELI courses completed during the reporting period		

E-3.4 The calculation of performance measure E-1.4 shall be determined using the following:

Total # of English Language Instruction clients who earned an LCP from the prior term and enrolled in the next level of ELI courses for the following term	≥	___%
Total # of English Language Instruction clients who earned an LCP within the reporting period		

EXHIBIT F - METHOD OF PAYMENT

F-1 This is a Cost Reimbursement Contract.

F-2 Total Contract Amount. The Department will reimburse the Provider for the delivery of services rendered in accordance with the terms of the contract and the Department will reimburse the Provider for allowable expenditures incurred pursuant to the terms of this contract, up to a total contract amount as outlined in the table below. As funding is based on the availability of funds, the contract amount may be increased or decreased at any time.

Total Contract Amount (by budget period)	
Budget Period	Budget Amount
Total Contract Amount	

F-3 Service Units.

F-3.1 Cost Reimbursement. The Department will reimburse the Provider for allowable expenditures incurred pursuant to the terms of the contract, up to a total amount as outlined in the table below.

Total Cost Reimbursement Amount (by budget period)	
Budget Period	Cost Reimbursement Budget Amount
Total Cost Reimbursement Amount	

F-3.1.1 Invoice Requirements. The Provider shall submit all reimbursement requests for services or expenses in sufficient detail for a pre-audit and post-audit. The Provider shall request reimbursement for actual allowable expenditures made within the limits of the line item budget through the submission of a properly completed invoice (**Exhibit F3**) and page-numbered supporting documentation to the Department’s contract manager.

F-4 Supporting Documentation Requirements.

F-4.1 Cost Reimbursement.

F-4.1.1 Professional Services Fees on a Time/Rate Basis. The invoice must include a general statement of the services being provided. The time period covered by the invoice, as well as the hourly rate multiplied by the number of hours worked must be stated. Supporting documentation must be included detailing the hours represented on the invoice. Such documentation should include time sheets or a time log and either copies of canceled payroll checks or the applicable check numbers.

- F-4.1.2 Postage and Reproduction Expenses.** Purchases made from outside vendors must be supported by paid invoices and/or receipts and copies of canceled checks if available. Purchases for all in-house postage (e.g., postage meter) and reproduction expenses must be supported by usage logs or similar documentation.
- F-4.1.3 Expenses.** Receipts and copies of canceled checks documenting actual payment of expenses are required for all expenses incurred, (e.g., office supplies, printing, long distance telephone calls, etc.). Sufficient documentation is required for all expenses of this nature.
- F-4.1.4 Travel.** For all travel expenses, a Department travel voucher, Form DFS-AA-15 (State of Florida Voucher for Reimbursement of Traveling Expenses) must be submitted. Original receipts for expenses incurred during officially authorized travel (items such as car rental and air transportation, parking and lodging, tolls and fares) are required for reimbursement. Subsection 287.058(1)(b), F.S., requires that bills for any travel expense shall be submitted in accordance with section 112.061, F.S., governing payments by the state for traveling expenses. CFOP 40-1 (Official Travel of the Department of Children and Families Employees and Non-Employees) provides further explanation, clarification and instruction regarding the reimbursement of traveling expenses necessarily incurred during the performance of official state business.
- F-4.1.5 Conference Travel.** Prior approval is required in accordance with section 112.061, F.S., and must be certified on Form DFS-AA-13 (State of Florida Authorization to Incur Travel Expense) (previously numbered C-676C) with a copy of the program or agenda of the conference attached. Reimbursement is in accordance with the provisions of the clause above entitled Travel. See CFOP 40-1 for further explanation, clarification, and instruction.
- F-4.1.6 Service Delivery Documentation.** The Provider must maintain records documenting the total number of recipients and names (or unique identifiers) of recipients to whom services were provided and the date(s) on which services were provided, so that an audit trail documenting service provision is available.
- F-4.1.7 Department of Financial Services.** The Department of Financial Services reserves the right to require further documentation on an as needed basis.
- F-4.1.8 Supportive Services.** Receipts documenting actual payment of supportive service expenses are required to be maintained by (Provider name) for all expenses incurred (e.g., bus passes and bus pass distribution, testing, tuition, books, tools, uniforms, recertification, etc.). Sufficient documentation and proof of payment are required for all expenses of this nature. These documents shall be made available upon request for purposes of audit, invoice review and/or inspection by authorized representatives of the Department, Auditor General, or Department of Financial Services.
- F-4.1.9** Refugee Services reserves the right to request additional information from the Provider regarding invoice supporting documentation.

F-5 Invoice Schedule.

- F-5.1 Cost Reimbursement.** The Provider shall submit a properly completed invoice for allowable expenditures incurred each period (**Exhibit C5, Invoice**) In the event that the Provider encounters events beyond their control or other extenuating circumstances in meeting invoice deadlines, the Provider shall submit a written request for an extension to the contract manager detailing the circumstances. The Department has sole discretion on whether to grant such a request. The final invoice is due forty-five (45) days after the contract ends or is terminated. Charges on the invoice must be accompanied by supporting documentation.

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

recovery of any cost is barred by the indemnity provisions of this contract to the extent resulting from any imprudent or negligent act or omission of the Provider, its agents, employees or subcontractors.

F-6 Invoice Approval Process. The RS contract manager will have five (5) business days to approve or disapprove the invoice. Invoices will be approved only after receipt of the complete and accurate required reports and data as outlined in **Exhibit C5**. Once approved, the Department will pay the invoice in accordance with Section 215.422, F.S.

F-7 Budget Revisions. Budget revisions may be authorized under the terms of this contract. The Provider must obtain written approval from the Department's contract manager prior to making changes in or between line items of the approved contract budget summary. Such changes may be allowed by prior letter of approval if the following conditions are met:

- F-7.1** The change does not decrease or increase the original dollar amount of the contract budget;
- F-7.2** There is another line item in the budget from which funds can be shifted without affecting the scope of the work;
- F-7.3** The change does not involve establishing a new line item; and
- F-7.4** If financial consequences are applied to an invoice, a budget revision (**Exhibit F4**) will be required to account for the penalties assessed.

Budget revisions which do not meet the above conditions will require a properly executed contract amendment signed by the Provider and the Department. Such modifications cannot be made retroactive to a date prior to the execution date of the formal amendment.

EXHIBIT F1 –ADDITIONAL FINANCIAL CONSEQUENCES

The following financial consequences apply in addition to the Financial Consequences provided in Section 3.4 of this Contract.

F1-1 For the period of August 1, _____ to July 31, _____, if the Provider fails to meet the minimum level of service units identified in **Exhibit D**, the Department will apply financial consequences, by deducting the per unit cost for each unmet service unit as outlined in the Financial Consequences Table (**Section F1-2.1**).

F1-2.1 Financial Consequences Table for the period of August 1, _____ to July 31, _____.

Type	Cost Per Unit not met
Client Intakes	
Pre/ Post Standardized Assessments	
RS Specific Instructional Service Hours	
Enrollments in Appropriate Education Programs	

Or

Financial Consequences Table for the period (August 1, _____ to July 31, _____)			
Type	Frequency	Minimum Required Units	Cost Per Unit not met
Client Intakes			
Pre/ Post Standardized Assessments			
RS Specific Instructional Service Hours			
Enrollments in Appropriate Education Programs			

EXHIBIT F2 – PROJECT BUDGET SUMMARY

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Exhibit F2 (Continued)

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EXHIBIT F3 - INVOICE

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Exhibit F4 – Budget Revision Worksheet

Provider			
Address		LK-###	
City, State, Zip		Date	
BUDGET REVISION WORKSHEET			
LINE ITEMS	ORIGINAL AMOUNT	REVISIONS	REVISED BUDGET
Salary	\$0.00		\$0.00
Fringe Benefits	\$0.00		\$0.00
OPS	\$0.00		\$0.00
Background Checks	\$0.00		\$0.00
Staff Travel & Training	\$0.00		\$0.00
Client Transportation	\$0.00		\$0.00
Client Education & Training Tools	\$0.00		\$0.00
Advertising/outreach	\$0.00		\$0.00
Telephone	\$0.00		\$0.00
Membership Fees & Subscription	\$0.00		\$0.00
Printing/Copies	\$0.00		\$0.00
Postage	\$0.00		\$0.00
Office supplies	\$0.00		\$0.00
Janitorial	\$0.00		\$0.00
Service Agreements	\$0.00		\$0.00
Office Equipment	\$0.00		\$0.00
Rent & Use of Space	\$0.00		\$0.00
Insurance	\$0.00		\$0.00
Fixed Price Services	\$0.00		\$0.00
Information and Resource Technology	\$0.00		\$0.00
Recertification/Recertification	\$0.00		\$0.00
Indirect Costs	\$0.00		\$0.00
Financial Consequences Applied		\$0.00	
			\$0.00
			\$0.00
	\$0.00	\$0.00	\$0.00
Contract Manager Approval	Date		

ATTACHMENT 1

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

MONITORING

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

AUDITS

PART I: FEDERAL REQUIREMENTS

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

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

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

PART II: STATE REQUIREMENTS

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

In the event the recipient expends \$500,000 or more (\$750,000 or more for fiscal years beginning on or after July 1, 2016) in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit

Unit and its contract manager. In the event the recipient expends less than \$500,000 (less than \$750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

PART III: REPORT SUBMISSION

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

- A. Contract Manager for this contract (1 copy)

- B. Department of Children & Families (1 electronic copy and management letter, if issued)
 - Office of the Inspector General
 - Single Audit Unit
 - Building 5, Room 237
 - 1317 Winewood Boulevard
 - Tallahassee, FL 32399-0700
 - Email address: HQW.IG.Single.Audit@myflfamilies.com

- C. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

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

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

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

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

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

PART IV: RECORD RETENTION

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

**ATTACHMENT 2
CERTIFICATION REGARDING LOBBYING**

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

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

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

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

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

Signature: _____ Date: _____

Application or Contract ID Number: _____

Name of Authorized Individual Application or Contractor: _____

Address of Organization: _____

Attachment 3

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

Section 1. Definitions

1.1 Catch-all definitions:

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

1.2 Specific definitions:

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

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;
- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR §§ 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;
- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR § 164.410, and any security incident of which it becomes aware;

- 2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
- 2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
- 2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;
- 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 501.171, F.S.;
- 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
- 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department;
- 2.1.11 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR § 164.532(d);
- 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.524;
- 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR § 164.526;
- 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.528;
- 2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

- 3.1 The Business associate may only use or disclose protected health information covered under this Attachment as listed below:

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

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

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

Section 5. Termination

5.1 Termination for Cause

- 5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:

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

5.2 Obligations of Business Associate Upon Termination

- 5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:
 - 5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;
 - 5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
 - 5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
 - 5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.
 - 5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

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