

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

Page 3, CF Standard Integrated Contract 2016, Section 1.4.1.1., is hereby added to read:

1.4.1.1 Additional Definitions as Specified in Section 1.4.1, CF Standard Integrated Contract

The following definitions apply in addition to those referenced in Section 1.4.1.

- 1.4.1.1.1 Case Management – For the purposes of this program, case management functions include coordinating service delivery and linking the youth and their families to existing services in the community.
- 1.4.1.1.2 Evidence-based Practices (EBP) – The integration of the best available research with child abuse prevention program expertise within the context of the child, family and community characteristics, culture and preferences.
- 1.4.1.1.3 Evidence-informed Practice (EIP) – The use of the best available research and practice knowledge to guide program design and implementation within the context of the child, family and community characteristics, culture and preferences.
- 1.4.1.1.4 Florida Abuse Hotline – The Department of Children and Families' (DCF) phone line to report to when a person has known has reasonable cause to suspect that a child or vulnerable adult has been abused, abandoned, neglected, or exploited.
- 1.4.1.1.5 Group Home – DCF residential care that provides 24 hour staffed supervision and care to children who cannot remain safely in their own home. These children have been removed from their caregiver and placed in the Department's custody.
- 1.4.1.1.6 Independent Living – Any type of financial aid or service provided to eligible young adults pursuant to Section 409.1451(5), Florida Statutes. These benefits are categorized as either aftercare support services, transitional services, or the Road to Independence Scholarship.
- 1.4.1.1.7 Juvenile Detention – A facility where youth are securely held pending court hearings, for contempt of court, or while awaiting placement in a commitment program.
- 1.4.1.1.8 Licensed Foster Home – A location where individuals or families who have requested to be able to take dependent children into their home.
- 1.4.1.1.9 Lockout/Abandonment – Youth who are at risk of non-traditional entry into the dependency system when they are leaving a Department of Juvenile Justice (DJJ) detention or residential commitment program and the caregiver refuses to pick them up.
- 1.4.1.1.10 Managing Entity – DCF's contracted providers for behavioral health services through regional systems of care. While the Managing Entities do not provider direct services, they allow DCF's funding to be tailored to the specific behavioral health needs in the various regions of the State.
- 1.4.1.1.11 Non-Traditional Entry – A youth who begins with juvenile justice involvement and then, at some point becomes involved with the child welfare system.
- 1.4.1.1.12 Permanency – The living arrangement identified for the child to return to or identified as the permanent living arrangement of the child.
- 1.4.1.1.13 Residential Commitment – A DJJ commitment program where a delinquent youth is placed as defined by Florida Statute. These programs range from low to maximum restrictiveness levels.
- 1.4.1.1.14 Serious Emotional and/or Behavioral Issues – A condition exhibiting one or more of the following characteristics over a long period of time and to a marked degree that adversely affects a child's educational performance: An inability to learn that cannot be explained by intellectual, sensory, or health factors, an inability to build or

maintain satisfactory interpersonal relationships with peers and teachers, inappropriate types of behavior or feelings under normal circumstances, a general pervasive mood of unhappiness or depression, and/or a tendency to develop physical symptoms or fears associated with personal or school problems.

A-2. STATEMENT OF WORK

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

A-3. PAYMENT, INVOICE AND RELATED TERMS

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

A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

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

A-5. RECORDS, AUDITS AND DATA SECURITY

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

A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

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

A-7. OTHER TERMS

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

EXHIBIT B-SCOPE OF WORK

B-1 SCOPE OF SERVICE

B-1.1 Authority

Subsection 20.19(1)(c), F.S., authorizes the Department to contract for these services.

B-2 MAJOR CONTRACT GOALS

The provider must render individualized treatment services to the youth and their family. The provider must link the youth and their family to existing community treatment services, resources, and interventions not provided by the team, as deemed appropriate. These include, but are not limited to: food, housing, employment, and educational assistance programs, psychiatric services, etc. with the desired outcomes as follows:

B-2.1 The provider must render individualized treatment services to the youth and their family. The provider must link the youth and their family to existing community treatment services, resources, and interventions not provided by the team, as deemed appropriate. These include, but are not limited to: food, housing, employment, and educational assistance programs, psychiatric services, etc.

B-2.2 Services must include a mobile component for the youth and their family (e.g. home, school, or community). The providers will provide this mobile component anywhere within a given county (at a minimum) and/or coordinate and link any further service delivery in the geographical area.

B-2.3 If applicable, the youth will successfully transition from a juvenile justice facility back into their community, diverting away from the dependency system.

B-2.4 The youth and their family will achieve permanency, preventing the youth from remaining in the child welfare system long-term.

Note: Services provided to the youth and their family must be treatment services that they are not already receiving (no duplication of services).

B-3 SERVICE AREA/LOCATIONS/TIMES

B-3.1 The Provider's administrative offices are located at the address specified in the CF Standard Integrated Contract 2016, Section 1.2.3.

B-3.2 The Provider's administrative offices shall be open for 8:00 A.M. to 5:00 P.M., Eastern Standard Time, Monday through Friday, with the exception of the Provider's Board approved holidays.

B-3.3 The Provider shall notify the contract manager, in writing, thirty (30) calendar days, in advance, of any changes in the street or mailing address, telephone number, electronic mail address, or facsimile number that affects the Department's ability to contact the provider.

B-4 CLIENTS TO BE SERVED

The minimum requirement to qualify for services includes potentially or dually served youth between the ages of 11 and 17 who have serious emotional and/or behavioral issues. Eligible primary participants are:

B-4.1 Youth who are living in a licensed foster home or with a biological parent or legal guardian and are at risk of residential congregate care (group home, juvenile detention, or juvenile residential commitment).

B-4.2 Lockout/abandonment by parent/caregiver: Youth who are at risk of non-traditional entry into the dependency system when they are leaving a Department of Juvenile Justice (DJJ) detention or residential commitment program and parent/caregiver refuses to pick them up.

B-4.3 Youth with parent/caregiver who are disengaged with the youth.

B-4.4 Youth and their family who have refused, resisted, and/or been unsuccessful with existing community resources and services.

B-5 CLIENT ELIGIBILITY

The Department of Children and Families (DCF) and DJJ will jointly identify youth for referral. The provider shall accept the referral if they have adequate capacity to serve the youth. Capacity is defined as a caseload ratio of no more than 10 families to one therapist. Any referral denials must be approved by the DCF contract manager.

Note: Youth do not have to have a mental or behavioral health diagnosis to receive services.

B-6 Equipment

Equipment, property, or information technology resources may be purchased with these contract funds.

B-7 Contract Limits

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

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 The provider must render individualized treatment services to the youth and their family. The provider must link the youth and their family to existing community treatment services, resources, and interventions not provided by the team, as deemed appropriate. These include, but are not limited to: food, housing, employment, and educational assistance programs, psychiatric services, etc.

C-1.1.1 Intervention and Treatment Services:

At a minimum, the treatment program will utilize a Department-approved, evidence-based or evidence-informed intervention model to deliver highly intensive family-based practices that must include:

C-1.1.1.1 Screening and Assessment

C-1.1.1.2 Individualized Treatment and Service Plan Development to include:

C-1.1.1.2.1 Minimum of three face-to-face contacts per week

C-1.1.1.2.2 Family counseling

C-1.1.1.2.3 Weekly youth group sessions

C-1.1.1.2.4 Parental skill building for the parent/caregiver

C-1.1.1.2.5 Therapeutic mentor for the youth

C-1.1.1.2.6 Case Management for the purposes of coordinating and linking services

C-1.1.1.2.7 School or vocational engagement

C-1.1.1.2.8 Skills for transition to adulthood including independent living services

C-1.1.1.3 24/7 crisis support

C-1.1.1.4 Post-program service linkage and follow-up before discharge

C-1.1.2 Service Coordination and Collaboration:

C-1.1.2.1 Initial outreach to the youth and his or her family must be made within 24 hours of the initial referral.

C-1.1.2.2 A written treatment plan must be developed and signed off by all vested parties.

C-1.1.2.3 The provider will provide monthly written progress reports to the CPI/DCM, JPO and GAL if applicable.

C-1.1.2.4 A multidisciplinary team staffing to identify, coordinate, and ensure engagement of the services within 30 days.

C-1.1.3 Discharge:

C-1.1.3.1 The program will not discharge the youth until the youth is successfully linked and engaged with all necessary community services and the treatment plan is closed with all vested parties signing off on the discharge.

C-1.1.3.2 The provider will perform follow-up at the three and six-month post-discharge date to ensure no further supports or services are needed. If such supports or services are needed, the provider will facilitate linkage and engagement of those supports or services.

C-1.1.4 Independent Evaluation:

An independent evaluator will be selected by the Department. The service provider agrees to work with the independent evaluator to provide all information necessary for a thorough, complete, and comprehensive evaluation of the service. The evaluator will review:

- C-1.1.4.1 The process in which youth were identified as dually served upon entry into the child welfare or juvenile justice system;
- C-1.1.4.2 The effectiveness of services and family engagement; and
- C-1.1.4.3 Service interventions initiated prior to issues escalating to a possible report to the Florida Abuse Hotline, juvenile justice involvement or use of out-of-home placement.

C-1.1.5 Pilot Treatment Program

The pilot treatment program will include a mobile team-based approach that must have:

- C-1.1.5.1 A team lead who supervises the therapists and coaches them on basic case management functions to coordinate and link them to the appropriate services.
 - C-1.1.5.2 A caseload ratio of no more than 10 families to one therapist. Given the intensity of needs for the youth and families and the case management function, the provider should recommend a caseload that is reflective of the need. The therapists will also perform basic case management functions, which will include coordinating service delivery and linking the youth and their families to existing services in the community.
 - C-1.1.5.3 A strong infrastructure (at the county level) with the mobile team having the capacity to handle the anticipated workload.
 - C-1.1.5.4 An individualized treatment team for each youth to include the: youth and their family, child protective investigator (CPI) or dependency case manager (DCM), juvenile probation officer (JPO), Guardian ad Litem (GAL) if applicable, other community partners, and representative from the school or vocational program.
 - C-1.1.5.5 An established connection and a positive working relationship with community partners including, but not limited to, the: Managing Entity (ME), Community Based Care Agency, DJJ, DCF, Agency for Persons with Disabilities (APD), Department of Health/Children's Medical Services (DOH/CMS), school system(s), domestic violence resources, etc.
 - C-1.1.5.6 Access to a licensed child psychiatrist to provide psychiatric care and medication management, if needed.
Note: Funding for a licensed child psychiatrist is not included in this project; whereas many of these youth have Medicaid, partnering with a child psychiatrist who accepts Medicaid is part of capacity.
 - C-1.1.5.7 Services must include a mobile component for the youth and their family (e.g. home, school, or community). The providers will provide this mobile component anywhere within a given county (at a minimum) and/or coordinate and link any further service delivery in the geographical area.
 - C-1.1.5.7.1 If applicable, the youth will successfully transition from a juvenile justice facility back into their community, diverting away from the dependency system.
 - C-1.1.5.7.2 The youth and their family will achieve permanency, preventing the youth from remaining in the child welfare system long-term.
- Note:** Services provided to the youth and their family must be treatment services that they are not already receiving (no duplication of services).

C-2 ADMINISTRATIVE TASKS

C-2.1 Staffing

C-2.1.1 Staffing Levels

C-2.1.1.1 The Provider shall maintain an administrative organizational structure and staff sufficient to perform the contractual responsibilities of this contract.

C-2.1.1.2 The Provider shall maintain the following full-time equivalent positions to consistently and reliably provide the required services.

C-2.1.1.2.1 Team Lead: Licensed practitioner with a Master's Degree in one of the following: psychology, social work, family and child sciences, counseling, marriage and therapy, or a similar human services program.

C-2.1.1.2.1 Therapist: Master's Degree or higher in a human services field and at least two years of experience providing therapy to youth with serious emotional and behavioral issues and their families. Special consideration will be given to those therapists who are Board Certified Behavior Analysts.

C-2.1.1.3 Provider Representative Position: The Provider shall have a representative assigned to administer all aspects of the contract as specified in the CF Standard Integrated Contract, **Section 1.2.3**.

C-2.1.2 Staffing Changes

C-2.1.2.1 Upon change or vacancy in any of the staff positions specified in **Section C-2.1.1.2** above, the Provider shall notify the Contract Manager, in writing, within five (5) calendar days of the change or vacancy.

C-2.1.2.2 Upon change in the Provider Representative identified in **Section 1.2.3**, CF Standard Integrated Contract, the Provider shall immediately notify the Contract Manager, in writing, of the change.

C-2.2 Professional Qualifications

C-2.2.1 The minimum qualifications of staff described in **Section C-2.1.1** are established in the Provider's position description narratives, which are hereby incorporated by reference, and maintained in the Department's contract file. The Provider is required to employ staff meeting the above described position description requirements to perform the tasks set out herein.

C-2.3 Subcontracting

C-2.3.1 This contract allows the Provider to subcontract for the provision of all services under this contract, subject to the provisions of **Section 4.3**. The subcontractor at any tier level must comply with the E-Verify clause as subject to the same requirements as the Provider. Written requests by the Provider to subcontract for the provision of services under this contract shall be routed through the Contract Manager for Department approval.

C-2.3.2 The request to subcontract shall be reviewed and if approved, approval shall be in writing by the Contract Manager prior to procurement of the subcontract. Payment to the Provider shall not be authorized until Contract Manager approval is obtained.

C-2.3.3 A copy of each executed Subcontract shall be provided to the Contract Manager within ten (10) calendar days of the execution date of the Subcontract. Payment to the Provider shall not be authorized until Contract Manager is in receipt of each executed Subcontract.

C-2.3.4 The Contract Manager shall review any request to amend any subcontract prior to the execution of the amendment and if approved, approval shall be in writing.

C-2.3.5 A copy of each Subcontract amendment shall be provided to the Contract Manager within ten (10) calendar days of the execution date of the Subcontract amendment.

C-2.3.6 The Department's agreement to allow these services to be subcontracted does not in any way alter the Provider's responsibility to the Department for all work performed under this contract.

C-2.4 Records and Documentation

C-2.4.1 The Provider shall maintain and deliver the following records and completed documentation to the contract manager, as required:

ADMINISTRATIVE DOCUMENTS				
#	Title	Due Date	# Copies	Contents
1.	Civil Rights Compliance Checklist	Due on or prior to contract begin date	1 hard copy	Form CF-0946
2.	Statement of No Involvement	Due on or prior to contract begin date	1 hard copy	Form CF 1130
3.	Certification Regarding Debarment	Due on or prior to contract begin date	1 hard copy	Form CF 1125
4.	Authorized Signature Authority for the Provider's Representative to Sign Contract	Due on or prior to contract begin date	1 hard copy	Authorized Signature Authority for the Provider's Representative to sign contract
5.	Authorized Signature Authority for the Provider's Representative to Sign Invoices	Due on or prior to contract begin date	1 hard copy	Authorized Signature Authority for the Provider's Representative to Sign Invoices
6.	General Liability Insurance	Due on or prior to contract begin date and annually thereafter	1 hard copy	Certificate of Insurance
7.	Security Agreement Form	Upon staff employment by the Provider and Annually thereafter	1 hard copy	Form CF-114
8.	Project Management Plan	Due on or prior to contract begin date	1 hard copy	See Attachment 4
FEDERAL DOCUMENTS				
#	Title	Due Date	# Copies	Contents
9.	Federal Funding Accountability and Transparency Act (FFATA)	Due on or prior to contract begin date	1 hard copy	Form CF 1111
FISCAL DOCUMENTS				
#	Title	Due Date	# Copies	Contents
10.	Financial and Compliance Audit	See Attachment 5	See Attachment 5	See Attachment 5

C-2.4.2 All source documents or supporting documentation used to determine compliance with performance measures and deliverables; and

C-2.4.3 Copies of travel logs and requests for reimbursement for staff travel, including Authorization to Incur Travel DFS-AA-13 Voucher for Reimbursement of Traveling Expenses DFS-AA-15.

C-2.4.4 For each staff paid in part or in whole with these contract funds:

C-2.4.4.1 Annual original signed and dated Security Agreement Form CF-114.

C-2.4.4.2 Copies of employment screening results for each staff who meets the requirements to be screened for employment.

C-2.5 Reports (programmatic and to support payment)

C-2.5.1 The Provider shall maintain and deliver the following reports to the contract manager to document the completion of deliverables as specified in **Section D-1** that shall be received by the contract manager prior to or concurrent with the Request for Payment and approved by the contract manager prior to authorizing payment in accordance with the listed schedule. If the due date for a report falls on a State of Florida approved holiday or weekend, the report will be due the next business day.

REPORTS SCHEDULE				
#	Title	Due Date	# Copies	Contents
1.	Monthly Performance Measures Compliance Report	By the 15th calendar day following the end of the month for which payment is being requested.	1 hard copy and 1 electronic copy	See Attachments 1 and 1-1
2.	Request for Payment	Fifteen (15) calendar days following the end of the month for which payment is being requested.	1 hard	See Attachments 2 and 2-1
3.	Quarterly Expenditure Report	By the 15th calendar day following the end of each quarter.	1 hard copy and 1 electronic copy	See Section F-4, Quarterly Expenditure Reporting

C-2.5.2 Acceptance of required reports shall constitute a separate act and must be approved by the Contract Manager as such. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the limits set forth in this contract. The Provider shall, without additional compensation, correct or revise any incomplete, inadequate, or unacceptable reports.

C-2.5.3 The Provider shall work with the Department to ensure the reliability of data collected through established reporting formats appropriate to the program.

C-2.5.4 The Department, at its option, may allow additional time for the Provider to remedy the objections noted by the Department, or the Department may, after giving the Provider a reasonable opportunity to make a report complete, adequate, or acceptable to the Department declare this contract to be in default.

C-2.5.5 Extensions of due dates for reports, documents, and deliverables as outlined in this contract shall be granted to the Provider upon prior written request from the Provider and with approval by the contract manager.

C-3 STANDARD CONTRACT REQUIREMENTS

C-3.1 The Provider will perform all acts required by Sections 4,5 ,7, 8 and 9 of the CF Standard Integrated Contract.

EXHIBIT D – DELIVERABLES

D-1 DELIVERABLES

D-1.1 The Provider shall maintain and deliver the following to the Contract Manager to document the completion of deliverables. Documentation of the completed deliverable shall be received by the Contract Manager by the listed due date and prior to the Request for Payment for approval by the Contract Manager prior to authorizing payment. If the due date falls on a State of Florida approved holiday or weekend, the deliverable documentation will be due the next state business day.

DELIVERABLES				
#	Title	Due Date	# of Copies	Contents and/or Criteria for Acceptance
1.				
2.				
3.				
4.				
5.				

D-1.2 The Department reserves the right to reject reports, documents and/or deliverables as incomplete, inadequate, or unacceptable according to the limits set forth in this contract. The Provider shall, without additional compensation, correct or revise any incomplete, inadequate, or unacceptable reports, documents and/or deliverables.

D-2 MINIMUM LEVEL OF SERVICE FOR DELIVERABLES

D-2.1 The minimum level of service for each deliverable shall be:

D-2.1.1 Services shall be delivered by the dates set out in **Section D-1.1**.

D-2.1.2 Evidence of proper completion of each deliverable through submission of required documentation set out in **Section D-1.1**.

D-2.1.3 Services shall be in compliance with **Section D-1.2**, as applicable.

EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1 MINIMUM PERFORMANCE MEASURES

E-1.1 For Minimum Performance Measures, see **Attachment 1**, Performance Measure Compliance Report.

E-2 PERFORMANCE EVALUATION METHODOLOGY

E-2.1 Collection Methodology - For Collection Methodology, see **Attachment 1**, Performance Measure Compliance Report.

E-2.2 Performance Standards Statement

Performance Standards Statement: By execution of this contract, the Provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth in this contract. If the Provider fails to meet these standards, the Department will impose financial consequences as outlined in **Exhibit F1**. If performance deficiencies are not resolved to the satisfaction of the Department within a reasonable period, not to exceed six (6) months, 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.

EXHIBIT F - METHOD OF PAYMENT

F-1 FIXED PRICE

F-1.1 This is a fixed price (unit cost) contract. The Department shall pay the provider for the delivery of service units provided in accordance with the terms and conditions of this contract for a total dollar amount not to exceed \$ _____, subject to the availability of funds.

F-1.2 The annual funding levels, subject to the availability of funds, are as follows:

State Fiscal Year (SFY)	Funding Level
Total	

F-1.3 For the period of December 1, 2017 through June 30, 2018, the Department will pay for the service units at the unit prices and limits listed below, subject to the availability of funds:

#	Unit of Service	Deliverable Due Date	Unit Price	# of Units	Total
1.		TBD	TBD	TBD	TBD
2.		TBD	TBD	TBD	TBD
Total for SFY 2017 - 2018					

F-1.4 For the period of July 1, 2018 through June 30, 2019, the Department will pay for the service units at the unit prices and limits listed below, subject to the availability of funds:

#	Unit of Service	Deliverable Due Date	Unit Price	# of Units	Total
1.					
2.					
Total for SFY 2018 - 2019					

F-2 INVOICE REQUIREMENTS

F-2.1 The Provider shall request payment on a monthly basis through submission of a properly completed invoice, Monthly Request for Payment, **Attachments 2**, within fifteen (15) calendar days following the end of the month for which payment is being requested.

F-2.2 Payments may be authorized only for service **units** and expenses on the invoice, which are in accord with the above list, and other terms and conditions of this contract. The service units and expenses for which payment is requested may not either by themselves, or cumulatively by totaling service units or expenses on previous invoices, exceed the total number of units and expenses authorized by this contract.

F-2.3 Notwithstanding the provisions of s. 215.422(1), F.S., the Department shall have ten (10) working days to inspect and approve the Request for Payment.

F-3 RESTRICTION OF EXPENDITURES

F-3.1 Items expressly prohibited from purchase with these contract funds include but are not limited to items such as: flowers, awards or plaques, meals (excluding meals associated with travel per Chapter 112, F.S.) including bottled water, snacks,

refreshments, entertainment, and promotional items that do not have a specific statutory authority including but not limited to ribbons and wrist bands.

F-4 QUARTERLY EXPENDITURE REPORT

F-4.1 The Provider shall submit quarterly cost reconciliation, documenting its actual operations expenditures through a properly completed Quarterly Expenditure Report within 15 days after the end of each quarter of each state fiscal year. If the Quarterly Expenditure Report submitted at the end of each contract budget year identifies any unearned income, the Provider shall be directed to return funds to the Department.

EXHIBIT F1 –ADDITIONAL FINANCIAL CONSEQUENCES

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

F1-1.1 In addition to the financial penalties set out in Rule 65-29.001, F.A.C., for failure to comply with a requirement for corrective action, the Department shall assess financial consequences for failure to meet the performance measures outlined in **Attachment 1**, Performance Measure Compliance Report. Financial consequences shall be applied based upon the remedies identified in **Attachment 1**.

F1-1.2 Upon the Department's decision to impose financial consequences, written notification will be sent to the Provider. Notification will outline the performance measures for which financial consequences are being imposed, the Department's concerns, the amount of the financial consequence and the month the deduction will be made on the invoice. The Contract Manager will deduct the amount of financial consequences imposed from the Provider's next monthly invoice as specified in the written notification.

F1-1.2.1 In the event that an extenuating circumstance beyond the control of the Provider affects the timely submission of a service unit, the Provider may request an extension of that specific due date as follows:

F1-1.2.1.1 Extenuating circumstances will not be considered for the late submission of the final invoice as described in Section 3.2.2.

F1-1.2.1.2 The Provider's representative possessing contract signature authority shall attest to and document the extenuating circumstance to the Contract Manager by the specified due date of the deliverable or service unit on Provider letterhead.

F1-1.2.1.3 This written request shall detail the steps that the Provider has put into place to submit the required deliverable or service unit timely and provide a specific proposed due date for submission of the late deliverable or service unit.

F1-1.2.1.4 This individual shall also detail the steps to avoid a future recurrence of such extenuating circumstance.

F1-1.2.1.5 Submission of said attestation to the Contract Manager does not constitute acceptance of the attestation.

F1-1.2.1.6 It is specifically intended by the parties that acceptance, in writing by the Contract Manager, of the required attestation documenting the extenuating circumstance beyond the control of the Provider shall constitute a separate act and shall occur, if at all, within seven (7) calendar days following receipt of the attestation.

F1-1.2.1.7 Barring Department acceptance of extenuating circumstances beyond the control of the Provider, the Department's Contract Manager shall assess financial consequences against the Provider for each performance measure not met.

F1-1.3 Submission of an unacceptable invoice, supporting documentation, or report:

F1-1.3.1 An unacceptable invoice or supporting documentation contains inaccurate or incomplete information or supporting documentation as specified in **Exhibit F**, Method of Payment.

F1-1.3.2 An unacceptable report contains inaccurate or incomplete information or data and relates to any report the Provider is required to submit. The report may relate to tasks, activities, deliverables, data collection or analysis, or performance measures as specified in **Section C-2.5.**, Reports.

F1-1.3.3 Financial Consequences will be assessed for the month that performance measures are not met.

ATTACHMENT 1
 Monthly Performance Compliance Report
 State Fiscal Year _____ through _____

Reporting Period From _____ to _____

#	Performance Measure	Collection Methodology Performance Evaluation Methodology Mathematical Formula	% Compliance for the Month	Financial Consequences (FC)	FC Applied
1.					
2.					
3.					

ATTACHMENT 2

**REQUEST FOR PAYMENT
State Fiscal 2017 - 2018**

PROVIDER NAME: _____
ADDRESS: _____

INVOICE #: _____
VENDOR NUMBER: _____
CONTRACT #: _____
TELEPHONE: _____

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

#	Service Dates:	Service Unit	Maximum # of Units	# of Units Delivered	Unit Price	Balance	Amount Requested
1.							
2.							

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

Original Authorizing Signature

Title

Date

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

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; 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;
 - 5.2.1.2 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;
 - 5.2.1.3 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
- 5.2.1.4 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.
 - 5.2.1.5 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.

ATTACHMENT 4

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

MONITORING

In addition to reviews of audits conducted in accordance with 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.

CF 1120, Effective February 2017, (CF-1120-1516)

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) See page 1, CF Standard Integrated Contract, Section 1.2.4.
- 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: HOW.IG.Single.Audit@myffamilies.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.

CF 1120, Effective February 2017, (CF-1120-1516)

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

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.

CF 1120, Effective February 2017, (CF-1120-1516)

ATTACHMENT 5

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

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

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

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

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

Signature: _____

Date: _____

Application or Contract ID Number: _____

Name of Authorized Individual Application or Contractor: _____

Address of Organization: _____

CF 1123
Effective July 2015
(CF-1123-1516)