

# **Appendix XV and XVI**

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



### **Consolidated Services for Refugees and Entrants in Hillsborough and Pinellas Counties**

ITN # ITN092718KSET3

Contract No. \_\_\_\_\_  
CFDA No(s). \_\_\_\_\_  
CSFA No(s). \_\_\_\_\_

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, address, telephone number and e-mail of the Provider's contact person responsible for the Provider's financial and administrative records:

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), Florida Statutes (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 \_\_\_\_\_ or the last party signature date, 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 be renewed in accordance with SS. 287.057(13) or 287.058(1)(g), F.S.

### 1.4 Contract Document

This Contract is composed of the documents referenced in this section.

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.

CF Standard Contract 2018

- 1.4.2 The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract.
- 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 \_\_\_;
  - 1.4.4.2 Any documents incorporated into any exhibit by reference, or included as a subset thereof;
  - 1.4.4.3 This Standard 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. 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. When such increase or decrease occurs, 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 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**

The Deliverables are 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 acceptable level of performance 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 measures, 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 measures, 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 per Section 3.1 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 elsewhere specifies otherwise. Department 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. For 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 one 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.

### 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 to the extent that this Contract so provides, or termination of this Contract per Section 6.2 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. Financial consequences directly related to the deliverables under this Contract are defined in Exhibit F.

### 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. If this contract involves federal or state financial assistance, the following applies: The Grantee shall return to the Department any unused funds; any accrued interest earned; and any unmatched grant funds, as detailed in the Final Financial Report, no later than 60 days following the ending date of this Contract.

### 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, Children and Families Operating Procedures (CFOPs), 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 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 may subcontract under this Contract

**4.3.3.1** 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. 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.

**4.3.3.2** 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.

**4.3.3.3** 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.

**4.3.4** 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 arising from or relating to the scope of the Provider's redaction of the record, as provided for under Section 5.3, including litigation initiated by the Department.

4.4.3 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 Provider shall notify the Department's Contract Manager 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

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. 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, if the Provider 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:

**4.13.1** A reportable incident is defined in CFOP 180-4, which can be obtained from the Contract Manager.

**4.13.2** 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.

**4.13.3** Other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at [IG.Complaints@myflfamilies.com](mailto:IG.Complaints@myflfamilies.com). The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428.

#### **4.14 Employment Screening**

**4.14.1** The Provider shall ensure that all staff utilized by the Provider and its subcontractors (hereinafter, "Contracted Staff") that are required by Florida law and by CFOP 60-25, Chapter 2, which is hereby incorporated by reference 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 the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) 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 or sub-contract provider, 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 Contract or sub-contract provider, or if that individual is being promoted, transferred or demoted within the Contract or sub-contract provider."

#### 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 Identifying name and number of the contract.
- 4.16.3 Starting and ending date of each contract.
- 4.16.4 Amount of each contract.
- 4.16.5 A brief description of the purpose of the contract and the types of services provided under each contract.
- 4.16.6 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. 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. 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.



5.1.2 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 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.

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

5.1.5 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.).

5.1.6 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 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 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 direction. This provision will not limit the Department's choice of remedies under law, rule, or this contract.

## 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, upon written request of the Department, shall promptly provide 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 5.3.2.1. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.1, 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.

5.3.3 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 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 thirty (30) 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 PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'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](mailto: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., should the Department require a corrective action to address noncompliance under this Contract, incremental penalties listed in section 6.1.2 through section 6.1.3 shall be imposed for Provider failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the Department to complete corrective action, but shall not exceed ten (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. These penalties do not limit or restrict the Department's application of any other remedy available to it under law or this Contract.

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, in accordance with the following standards.

6.1.2.1 Noncompliance that is determined by the Department 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.

6.1.2.2 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.

6.1.2.3 Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

6.1.3 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 one-hundred and twenty (120) calendar days' notice in writing to the Department unless another notice period 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' notice in writing to the Provider, excluding Saturday, Sunday, and Holidays. 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. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider. To be terminated under this provision, the Provider must have:

**6.2.5.1** 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

**6.2.5.2** Had a contract terminated by the Department for cause.

**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 via the U.S. Postal Service or any other delivery service that provides verification of delivery, or via 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 via U.S. Postal Service or any other delivery service that provides verification of delivery, or via 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. State 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**

Unless a provision hereof expressly states otherwise, all provisions hereof concerning obligations of the Provider and remedies available to the Department 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.

### **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-1.045, 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 of the Immigration and Nationality Act (8 U.S.C. § 1324a) 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. Employees 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**

These requirements shall apply to the Provider and 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.

**7.13.1** The Provider shall comply with the provisions 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.

**7.13.2** The Provider shall not 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.

**7.13.3** 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 Federal Funds are used to fund 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 \$150,000 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 \_\_\_\_\_. 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.

**8.1.6** If the Provider is a federal subrecipient or pass-through entity, then the Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**8.1.7** If the Provider is a federal subrecipient or pass through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine whether or not its subcontracts are being awarded to a "contractor" or a "subrecipient," as those terms are defined in 2 CFR, Part 200. If a Provider's subcontractor is determined to be a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

### **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>.

## **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 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 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, such Provider and subcontractor shall each designate a Single-Point-of-Contact 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 5<sup>th</sup> 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 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 and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and their subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

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

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

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

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

#### 9.4 Confidential Client and Other Information

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

9.4.1 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, 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.

#### 9.5 Major Disasters and Emergencies

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department and payment will be issued upon FEMA approval and reimbursement.

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

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

PROVIDER:

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature: \_\_\_\_\_  
Print/Type \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print/Type \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

Federal Tax ID # (or SSN): \_\_\_\_\_

Provider Fiscal Year Ending Date: \_\_\_\_/\_\_\_\_/\_\_\_\_.

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## EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 9 of the 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 Contract, is hereby added:

**4.1.1.** In addition to the laws set out in the Standard 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:

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

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

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

**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))

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

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

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

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

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

**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

**4.1.1.11** The Trafficking Victims Protection Act of 2000

**4.1.1.12** The Trafficking Victims Protection Reauthorization Act of 2003 and 2008

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

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

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

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

**A-4.2.** Section 4.11. of the Standard 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 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 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**

NA

**A-8. FEDERAL FUNDS APPLICABILITY**

NA

## **A-9. CLIENT SERVICES APPLICABILITY**

### **A-9.1. Section 9.1 of the Standard 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 9.6.-9.8 of the Standard Contract, are hereby added to read:**

#### **9.6. 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.

#### **9.7. 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.

#### **9.8. 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 Academic Service Pathway.** A service pathway with the desired outcome of graduating high school, or completion of an educational program for obtaining a General Education Diploma.
- A1-1.2 At Risk Youth.** Youth who are less likely to graduate from high school with a diploma, dropping out of high school, not meeting high school graduation requirements, or are in need of alternatives to a traditional high school education.
- A1-1.3 Attendance Unit.** An RS eligible client that attends one or more classroom sessions for any course in a billing cycle. We allow for a client to be counted for each course in a billing cycle if they attend more than one course.
- A1-1.4 Benchmarks.** Measureable and verifiable progression points towards meeting an established goal.
- A1-1.5 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).
- A1-1.6 Career Laddering (CL) Assessment.** The determination of client's literacy levels, educational attainment, work history and vocational skills including obtainment of supporting documentation and testing to verify skills for which a client may lack proof. An orientation explaining the program procedures and expectations is also included.
- A1-1.7 Career Laddering (CL) Client.** A client possessing one or more of the following: provable professional credentials or experience who is eligible for re-credentialing or skills re-certification; advanced education, such as one or more university degrees or certificates, work experience or trade skills, such as plumbing, carpentry, tool-making, mechanical skills, skilled factory work and related occupations, or health-care experience, such as nursing or other related medical-support occupations; or individuals with low/minimal experience and /or skills but who need support for employment advancement and whose CL assessment/plan indicates they will benefit from an appropriate training, including but not limited to, on-the-job training (OJT), vocational training, and English language instruction designed to lead to a job placement in accordance with clients' CL plans (per A1-1.8).
- A1-1.8 Career Laddering (CL) Plan.** The strategic development of a career track with specific steps toward an agreed upon career goal. Each step includes job targets and professional growth objectives detailing planned education, training and credentialing necessary for the move to the next step on the individual's career ladder.
- A1-1.9 Career Laddering (CL) Services.** CL services include but are not limited to skills re-certification, re-credentialing, on-the-job training (OJT), vocational training, and English language instruction designed to lead to a job placement in accordance with clients' CL plans.
- A1-1.10 Career Service Pathway.** A service pathway with the desired outcome of employment in an unsubsidized job and/or Vocational Studies leading to employment.
- A1-1.11 Case Coordination.** A provision of care that facilitates and provides services in response to a client's needs as identified through each client's comprehensive assessment(s) that are aimed at identifying the client's barriers to effective resettlement.
- A1-1.12 Client.** An eligible individual for whom services are provided by the contracted service provider.
- A1-1.13 Economic Self-Sufficiency.** Achieved when at least one client in the family unit reaches his/her 180-days follow-up, is employed, and the total household income meets or exceeds 133% of the Federal Poverty Level income standards for the family size.
- A1-1.14 Employment Client.** A client seeking employment services to obtain gainful employment in any marketable occupation not requiring previous work experience, skills, or education.
- A1-1.15 Employment Services.** Services available to employment clients that may be required to obtain gainful employment.

- A1-1.16 Family Self Sufficiency Plan.** A plan that addresses the employment-related service needs of the employable members in a family unit for the purpose of enabling the family to achieve Economic Self Sufficiency through the employment of one or more family members.
- A1-1.17 Filing Unit.** This is achieved when the Provider has completed service preparation, collected the service application fee, filed with the appropriate agency, and entered the date of the filing in the RSDS.
- A1-1.18 Follow-up.** The activity of contacting clients or their employer(s) to determine whether clients are employed at any unsubsidized job.
- A1-1.19 Job Placement.** The acceptance of unsubsidized full-time (35 hours or more per week) or part-time (minimum of 20 hours and less than 35 hours per week) employment as a result of a referral from the employment service provider. The job placement which occurs after the intake is the first placement. Employment must be consistent with the provisions of 45 CFR 400.81 and clients' employability plans.
- A1-1.20 Legal Service Unit.** Immigration related services allowed under this contract and outlined in the **Section C-1.16**. Legal Service units under this contract are associated with filing allowable service units (i.e. filing unit).
- A1-1.21 On-the-Job Training (OJT).** The term "on the job training" means training by an employer that is provided to a paid participant while engaged in productive work in a job designed to assist the participant gain the skills needed to be effective and productive in the assigned position and that meets the following criteria:
- A1-1.21.1** Provides knowledge or skills essential to the full and adequate performance of the job;
  - A1-1.21.2** Provides reimbursement to the employer no greater than 50% of the wage rate of the participant, as outlined in the OJT Subsidized Wage Scale in **Section C-1.14.4**, for the costs of providing the training and additional supervision related to the training;
  - A1-1.21.3** Is limited to a maximum of six months in duration as outlined in the OJT Subsidized Wage Scale in **Section C-1.14.4**; and
  - A1-1.21.4** Is expected to lead to full-time employment for the participant in a position paying wages as outlined in the OJT Subsidized Wage Scale in **Section C-1.14.4** with the participating employer at the end of the training period.
- A1-1.22 Pre-Employment Placement Services.** A variety of services delivered prior to job placement and intended to provide information and develop a client's basic employability skills for optimal job performance and success post placement.
- A1-1.23 Refugee Cash Assistance (RCA).** Cash assistance provided under Section 412(e) of the Immigration and Nationality Act (INA) to refugees who are ineligible for Temporary Assistance to Needy Families (TANF), Old Age Assistance (OAA), Aid to the Blind (AB), Aid to the Permanently and Totally Disabled (APTD), Aid to the Aged, Blind and Disabled (AABD), or Supplemental Security Income (SSI).
- A1-1.24 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:
- A1-1.24.1** Refugees of all nationalities;
  - A1-1.24.2** Cuban/Haitian Entrants, including Parolees and Asylum Applicants;
  - A1-1.24.3** Asylees of all nationalities;
  - A1-1.24.4** Amerasians;
  - A1-1.24.5** Certified Victims of a Severe Form of Human Trafficking (also referred to as victims of trafficking (VOT));
  - A1-1.24.6** Lawful permanent residents who adjusted from prior refugee, entrant, or asylee status; and
  - A1-1.24.7** Special immigrants of Iraqi or Afghan nationality.
- A1-1.25 Resolution.** Resolution refers to a positive or negative outcome of an ongoing case. It can also refer to other outcomes to the sequential phase of the case at the time of reporting. A client can have different resolutions for different services, but a case can have only one resolution at any point in time. The five categories of resolution are:

- A1-1.25.1 Ongoing.** The case has been accepted, but there is no final resolution by the agency to which the application was made. Neither the client nor the attorney has withdrawn from the case.
- A1-1.25.2 Positive.** Relief has been granted, in whole or in part, by the agency to which the application was made.
- A1-1.25.3 Negative.** The application was denied, in its entirety, by the agency to which the application was made.
- A1-1.25.4 Client Withdrawal.** The client has withdrawn from services by notifying the Provider or the Provider has attempted to contact the client but the client has been unresponsive for ninety (90) consecutive days.
- A1-1.25.5 Application Withdrawal.** The Provider has withdrawn the application for reasons other than those for client withdrawal, such as: Death of a client for whom a service application was filed; Client relocation out of service area; or Client, after acceptance of the case by the Provider but before service resolution is reached, no longer meets eligibility criteria for the program.
- A1-1.26 Resolution Date.** The resolution date is the date relief was granted, or denied, in whole or in part, by the federal entity to which the application was made.
- A1-1.27 Resolution Notification Date.** The resolution notification date is the date the Provider was notified or determined and verified that a Resolution, as defined above, occurred and recorded the date into the RSDS. A written note from the attorney or certified Board of Immigration Appeals (BIA) representative indicating how the resolution notification date was "determined and verified" will be accepted.
- A1-1.28 Self-Placement.** The acceptance of unsubsidized full-time (35 hours or more per week) or part-time (minimum of 20 hours and less than 35 hours per week) employment that is not the result of a referral from an employment service provider.
- A1-1.29 Service Area.** For the purpose of this contract, counties included in the Service Area are: Hillsborough and Pinellas Counties.
- A1-1.30 Short-Term Training (STT).** Training for a period of less than 8 consecutive weeks, offering active participation focused on a specific job skill which leads to immediate employment in a particular field.
- A1-1.31 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.
- A1-1.31.1** For English language 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.
- A1-1.31.2** For vocational training, the assessment instruments must reflect achievement of the required competencies of the curriculum frameworks in the areas in which the instruction is focused.
- A1-1.32 Verified Job Placement.** The completion of a job placement by obtaining either a copy of clients' most recent check stub or the employers' signature to verify the job placement. The job placement and verification dates must be recorded in Web-RS by the date specified for data submission as outlined in **EXHIBIT C5** in order to count as a verified job placement.
- A1-1.33 Vocational Training.** A training program designed to meet the demands for trained workers in marketable occupations that provide a combination of education and technical skills training through which clients may obtain the required Occupational Completion Points (OCPs) and/or complete the required competencies necessary for vocational certification upon completion of a program.
- A1-1.34 Youth Client.** A refugee/entrant between the ages of 16 and 19, who has a demonstrated educational or employment need, and who is at risk of dropping out of high school, not meeting high school requirements, or needs alternatives to traditional high school education.



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## 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, Comprehensive Refugee Services (CRS) are to be provided to eligible refugees/entrants who reside in Hillsborough and Pinellas Counties, Florida. Refugees/Entrants residing in counties where no RS-funded CRS program exists may be served, with prior written approval from the contract manager.
- B-2. MAJOR CONTRACT GOALS.** The purpose of the CRS Program is to assist refugee/entrant families in achieving self-sufficiency, effective resettlement, and successful integration into the local community.
- B-3. SERVICE AREA/LOCATIONS/TIMES.**
- B-3.1. Services Delivery Location.** Under the terms of this contract, the Provider shall provide services at:
- The Provider shall render service at various locations in Hillsborough and Pinellas Counties, Florida.
- B-3.2. Service Times.**
- B-3.2.1.** Services shall be provided during days and hours that will encourage clients' participation in CRS program. Because many clients can be better served with extended hours, the Provider is encouraged to offer evening and weekend service times.
- 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.
- 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 seeking CRS assistance.
- B-5. CLIENT ELIGIBILITY.** 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. Refugee Support Services/Social Services Grant** 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 these grants:
- 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 Hillsborough and Pinellas Counties, 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, Refugee Support Services/Social Services Grant** funds can be used to serve Cuban or Haitian refugees/entrants seeking Comprehensive Refugee Services. The following priorities apply to clients eligible for services funded through these grants:

- 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, Refugee Support Services/Social Services Grant** 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, Refugee Support Services/Social Services Grant** 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 these grants:
- 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 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.** For employability status assistance (ESA), funds cannot be used for paying any service application or court fee that is required to be paid by the client.
- B-8.4.** The Provider is prohibited from filing an application to make the person eligible for services under this contract. A client must already have an eligible immigration status or classification at the point of intake to establish service eligibility.
- B-8.5.** No RS subsidized child care services can be provided to any child that exceeds the age of 13 even though the child may have been less than 13 years of age at the time of enrollment.

- B-8.6.** Clients receiving RS subsidized child care must maintain participation in an employability service or have obtained employment as a result of participation in an employability service. An employability service includes: RS-funded employment services, RS-funded adult education services, or Office of Refugee Resettlement (ORR) Matching Grant Programs.
- B-8.7.** No client shall be eligible to receive RS subsidized child care services for an individual child in excess of twelve (12) consecutive calendar months counted from the enrollment date.
- B-8.8.** Youth services may only be provided to vulnerable older refugee/entrant youth ages 16 to 19 who have not obtained a high school diploma or an equivalent degree, and are most in need of services as determined by the client's initial assessment.
- B-8.9.** Youth clients on the Academic Pathway may receive a maximum of one (1) year of service. Clients on the Career Pathway may receive a maximum of two (2) years of service. One (1) extension of up to six (6) months may be provided with written contract manager approval, prior to the end of the original service period.
- B-8.10.** Youth clients may transfer between pathways, for a total period of service not to exceed the maximum two-year limit with the exception of an extension granted as noted in **Section B-8.9**. Transferring from one pathway to another must have prior written contract manager approval.
- B-8.11.** Youth services should be used as a funding of last resort. If the client qualifies for free or reduced-cost services in the community, the Provider shall refer clients to those services.

## 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. Comprehensive Refugee Services (CRS) Plan.** The Provider shall develop and implement a CRS Plan for Hillsborough and Pinellas Counties that outlines an integrated service delivery system for clients and promotes refugee engagement in the community. The plan shall include information on how the Provider intends to promote long-term self-sufficiency and social integration of all refugees served under the CRS program. The plan shall also provide a detailed description of the Provider's proposed methods for serving refugees and entrants over a large geographical area. The plan shall include the Provider's streamlined and detailed processes for outreach, intake, assessment, case coordination, tracking client (case) progress and follow-up, and the delivery of all services. The CRS Plan shall also outline all of the linkages, working agreements, and subcontracts the Provider will incorporate into the integrated service delivery system, including how the Provider shall ensure that clients experience a smooth transition of service delivery between any partner organizations. To whatever extent possible, the Provider shall coordinate and establish a streamlined process of sharing client information and planning among service providers to only require one intake and one client or family plan. The Provider shall ensure that care coordination among program specialists and case managers reduces paperwork, processes, and any potentially conflicting goals for the client. The Provider shall submit the CRS Plan to the contract manager no later than November 15, 2018 for review and approval. The CRS Plan may be revised without a formal contract amendment with the written approval of the contract manager, prior to the implementation of the revision.

In the CRS Plan, the Provider shall also include a business case for the provision of each proposed service (e.g. employment, legal, adult education, etc.). The business case shall outline the benefits of the Provider's chosen method for delivering each service while examining the cost-effectiveness and feasibility of each method when compared to other possible methods.

**C-1.2. Quality Management Plan (QMP).** The Provider shall implement a Quality Management Plan for the CRS integrated service delivery system. The plan shall include the quality assurance and improvement activities to be conducted by the Provider and any subcontracted organizations, the intervals at which they will be conducted, and the types of data which will be collected, analyzed, and reported. The main goal of the QMP shall be to improve long-term outcomes for refugees within Hillsborough and Pinellas Counties, and the plan shall outline the use of short-term outcomes and outputs to analyze trends and effects. The plan shall also include reporting to the Department on essential performance data and information, as well as any quality improvement activities for each grant reporting period (quadrimester, quarter, and semi-annually). The Provider shall submit the QMP to the contract manager for review and approval within sixty (60) calendar days after the contract effective date. The QMP may be revised without a formal contract amendment with the written approval of the contract manager, prior to the implementation of the revision.

**C-1.3. Outreach Services.** The Provider shall ensure that a variety of appropriate outreach activities are designed to familiarize potentially eligible individuals 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-1.4. Uptake Analysis.** The Provider shall conduct an annual uptake analysis which identifies the number of eligible clients in the identified counties and the number and percentage who use the service. The analysis shall also explain any gaps in providing this service, such as clients who participate in Matching Grant activities or receive services through other programs. The uptake analysis shall be submitted to the contract manager no later than January 15th of each contract year.

**C-1.5. Receiving Refugee Cash Assistance (RCA) Referrals.** When a Provider receives a referral for an employable individual receiving Refugee Cash Assistance (RCA), the Provider shall immediately begin providing employment services. Within five (5) business days of receiving the referral, the Provider shall sign all required RCA forms and conduct an intake. The timeliness of this task is essential so as to ensure that the client receives or continues to receive

RCA benefits. The term "employable RCA client" is defined in Section 45 C.F.R. s. 400.71 of the Code of Federal Regulations.

**C-1.6. 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 individual. 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 link <http://www.myflfamilies.com/service-programs/refugee-services/eligibility-guide-refugee-service-providers>.

**C-1.7. Immigration Status Verification.** In the event that the Provider elects to use the SAVE/VIS Program, the Provider shall:

**C-1.7.1.** 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-1.7.2.** 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-1.7.3.** Provide to RS names, addresses, and contact information of Provider staff using the SAVE/VIS Program.

**C-1.8. Intake.** Upon determination of client eligibility, the Provider shall conduct an intake and initial data collection including, but not limited to, legal name, alien number, country of origin, immigration status, arrival date in the U.S., date of eligible status (e.g. date of initial parole, date asylum was granted, date person entered the U.S. as a refugee, etc.), current county of residence, date of birth, gender, and, if applicable and if available, social security number and port of entry.

The Provider shall conduct an intake on all eligible clients regardless of employment authorization status, or whether or not the clients are receiving public benefits.

The Provider shall obtain clients' signatures on the RS approved intake form attesting to the accuracy of information and the acceptance of services. Forms must be provided to clients in their native language in compliance with the LEP policy.

**C-1.9. 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**), and update the applicable release information in Web-RS.

**C-1.9.1.** Social Security Number;

**C-1.9.2.** Department of Homeland Security (DHS) SAVE/VIS data;

**C-1.9.3.** Protected Health Information (PHI);

**C-1.9.4.** Financial Information;

**C-1.9.5.** Employment Outcome Disclosures; and/or

**C-1.9.6.** Contact Information Disclosures.

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-1.10. Assessment.** Within five (5) business days of intake, the Provider shall complete an in-depth assessment of the needs and situation of the client and the client's family unit, if applicable. The assessment shall ascertain the client or family's presenting issues and collect information to determine the client or family's economic and integration status for base-lining purposes. The assessment shall include a review of the client and family history, employability and immigration status of all individuals in the household, status of children in school, any occupational skills or certifications, individual and family strengths, health concerns, physical or mental disabilities, and areas which can be improved. It will assess youth clients' needs in reference to their family and social environment, their school performance, and barriers or risk



factors for successful integration. If the Provider establishes a youth program, a separate assessment shall also be conducted for each eligible youth. The assessment should focus on language skills, academic progress, school attendance, and career aspirations.

**C-1.11. Family Integration and Self-Sufficiency Plan (FISSP).** Within 15 business days of the completion of the client or family assessment, the Provider shall complete a Family Integration and Self-Sufficiency Plan. The FISSP shall, at a minimum, include the following components:

- C-1.11.1.** The plan shall address the issues identified through the assessment with the overarching goal to help the client and family become and remain self-sufficient and successfully integrated. The plan must include:
  - C-1.11.1.1.** The specific requirements for employability plans, as outlined in 45 CFR Subsection 400.79;
  - C-1.11.1.2.** A determination of the total amount of income a particular individual or family unit would require to achieve economic self-sufficiency and a strategy and timetable for attaining that level of income;
  - C-1.11.1.3.** Activities that will improve the individual's or family's integration in the community, such as learning English, orientation, and involvement with other community organizations; and
  - C-1.11.1.4.** Measurable goals, concrete action steps needed to attain those goals, time frames/target dates for each step, and staff responsible for the plan's implementation.
- C-1.11.2.** The plan shall be developed cooperatively with the client or family, with input from the case coordinator as appropriate. The plan shall be developed using the concept of risk-appropriate care that addresses the identified barriers or risk factors that clients are unable to overcome without assistance. If the client is capable of overcoming a specific risk factor or barrier without external intervention, then resources will not be used to resolve that barrier.
- C-1.11.3.** The Provider shall provide a copy of the FISSP to the client upon request. The FISSP shall be reviewed at appropriate intervals with the client and amended when necessary. Any revisions to the FISSP shall be signed by the client.

**C-1.12. CRS Orientation.** The Provider shall provide CRS orientation services to all eligible clients who have received an intake regardless of employment authorization status. The delivery of CRS Orientation services shall be documented in RSDS. At a minimum CRS Orientation services shall include, but are not limited to, information on:

- C-1.12.1.** Expectations regarding employment and services provided by the employment program, including job development, job referrals, vocational training, short-term training, self-employment assistance, and on-the-job training (OJT);
- C-1.12.2.** The availability of assistance in preparing for interviews, job search techniques, developing resumes and completing job applications;
- C-1.12.3.** CareerSource activities required under the Temporary Assistance to Needy Family (TANF) program and sanctions to Refugee Cash Assistance (RCA) and TANF for refusing to accept employment;
- C-1.12.4.** Additional services available through the CRS program, including child care, English language training, vocational training, youth services, and legal services;
- C-1.12.5.** Information on the importance of health care, health insurance requirements per the Affordable Care Act, availability of health insurance through the health insurance marketplace, and how to access healthcare through the marketplace; and
- C-1.12.6.** Services that may be available in the community.

If the Provider deems it necessary, a more in-depth orientation may be offered to refugees and entrants. Topics may include, but are not limited to, daily living skills, cultural adjustment, public transportation, and money management. These services should target refugees and entrants who are within their first 120 days of arrival.

**C-1.13. Case Coordination.** The Provider shall create an integrated and streamlined case coordination system that provides seamless assessment, planning, and coordination of refugee services with the overall goal of economic self-sufficiency

and social integration. Case coordination shall include referrals to outside agencies and access to assistive services, such as transportation and interpretation, when necessary. Case coordination may also include other activities such as counseling clients on how to identify and address physical and mental health needs. Additional case coordination services may be provided in accordance with CFR 400.154 and 400.155, the Department's State Plan, and the CRS plan.

**C-1.14. Employment Services.** The Provider shall develop a method of delivering a comprehensive employment program which shall, at a minimum, include the following components:

**C-1.14.1.** Assess the local job market and develop employment opportunities appropriate to the needs and skills of the target populations. Identify and recruit potential employers. Develop and maintain an electronic system for recording job openings, employers, and job referrals. Establish agreements with employers for on-the-job training, group placements, and placements with built-in promotional sequences.

**C-1.14.2.** Coordination with Welfare Transition (WT) Coordinate client enrollment, activities, and status updates for Refugee Cash Assistance (RCA) and Welfare Transition (WT) clients with ACCESS Florida and/or CareerSource Florida according to their respective program guidelines and local agreements.

**C-1.14.3.** Facilitate the development of resumes and the proper completion of job applications, and provide training and assistance for job interviews. Assist clients in job referrals, placements, and retention through employment orientation, placement services, and follow-up support. Job referrals and placements shall be for positions for which clients are qualified and, to the greatest degree possible, related to the client's employment goals. Focus on referring/placing clients into full-time jobs which offer health insurance within six months of employment.

**C-1.14.4.** Provide targeted Client Education and Training activities to clients, which may include vocational training, short-term training, and on-the-job training. Any vocational training that is provided must be relevant to the local job market. Vocational training programs are limited to those that 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. The maximum number of vocational enrollment hours an eligible student can take shall not exceed 1,400 hours. This is a lifetime limit for each student. Training programs that exceed \$3,000.00 total tuition must have prior written approval from the contract manager. The Provider may enter into OJT agreements only if they are structured to lead to permanent full-time employment in a position, with the employer who is providing the training. OJT is limited to the number of months outlined in the table below based on the hourly wage rate of the position, and may be subsidized up to fifty percent (50%) of the clients' hourly wage rate during the term of the OJT agreement.

<b>OJT Subsidized Wage Scale</b>	
<b>Hourly Wage Rate</b>	<b>Maximum Months of OJT</b>
\$10.00 - \$10.99	50% of the clients' hourly wage rate for up to two (2) months
\$11.00 - \$13.99	50% of the clients' hourly wage rate for up to four (4) months
\$14.00 or higher	50% of the clients' hourly wage rate for up to six (6) months

**C-1.14.5.** Monitor clients that have completed vocational training to see if completed training has led directly to employment placements.

**C-1.14.6.** Offer a Career Laddering Program that provides a strategic development of a career track with specific steps toward an agreed upon goal. Each step must include job targets and professional growth objectives detailing planned education, training and credentialing necessary for the move to the next step on the individual's career ladder.

**C-1.14.7.** Assist clients in skills re-certification, including diploma/degree evaluation, translation of documents and other credentialing activities.

**C-1.14.8.** Provide self-employment assistance and/or individual development accounts (IDAs) to refugees/entrants that would benefit from such services. Please note, IDAs will only be offered if funding is specifically and separately authorized through a waiver submitted by the Department on behalf of the Provider, or through some other federal authorization.

Additional employability services may be provided in accordance with 45 C.F.R. ss. 400.154 and 400.155, the Department's State Plan, and the CRS plan.

**C-1.15. Adult Education Services.** The Provider shall develop a method of delivering adult education services to appropriate clients as identified through the assessment or FISSP. Adult Education services must include the following minimum components:

- C-1.15.1.** Assess the client's English language ability and/or education level through the use of standardized assessment instruments. Assess the client's educational needs to meet their employment and self-sufficiency goals.
- C-1.15.2.** Ensure that clients are enrolled in the appropriate level of English Language Instruction ELI or other ELI focused language acquisition programs best suited for the client based on needs presented in the assessment results. If the mainstream classes offered through the local school board are not appropriate for the needs of the refugee population in the community, the Provider may provide refugee-specific ELI classes. The Provider shall outline in the CRS Plan the types of refugee-specific classes to be offered, and the anticipated refugee-specific instructional hours to be provided. Refugee-specific ELI instructional hours must be reported in Web-RS on a monthly basis.
- C-1.15.3.** Ensure that clients are enrolled in general education that corresponds with the client's employability goals and provides competencies needed for entry into specific occupations or for advancement within an occupation.
- C-1.15.4.** Track client progression assessment information through periodic testing, applicable pre/post-test scores, or course completions.

Additional adult education services may be provided in accordance with CFR 400.154 and 400.155, the Department's State Plan, and the CRS plan.

**C-1.16. Employability Status Assistance (ESA).** The Provider shall develop a method of delivering ESA services and, at a minimum, include the following components:

**C-1.16.1.** Prepare, file, and follow through on applications for immigration and related actions through the appropriate authority. Individuals must already have an eligible status to receive legal services – they cannot be made eligible for service by filing a case to change their immigration status. A staff attorney or a Board of Immigration Appeals (BIA) accredited representative shall review all documentation prepared for clients. The following types of cases may be filed on behalf of the client:

**C-1.16.1.1. Core Services**

- C-1.16.1.1.1.** Residency (I-485) filed with Department of Homeland Security (DHS);
- C-1.16.1.1.2.** Naturalization (N-400);
- C-1.16.1.1.3.** Asylum (I-589) Filed with DOJ (Cubans and Haitians only);
- C-1.16.1.1.4.** A Change of Venue; and
- C-1.16.1.1.5.** Motion to Terminate.

**C-1.16.1.2. Non-Core Services**

- C-1.16.1.2.1.** Disability Waivers (N-648);
- C-1.16.1.2.2.** Work Permits (I-765);
- C-1.16.1.2.3.** Request for Parole Card (I-94);
- C-1.16.1.2.4.** Parole Renewals;
- C-1.16.1.2.5.** Asylum (I-589) Filed with DHS (Cubans and Haitians only);
- C-1.16.1.2.6.** Fee Waiver Requests;
- C-1.16.1.2.7.** Residency Waiver I-601 Filed with DHS;
- C-1.16.1.2.8.** Residency Waiver I-602 Filed with DHS;

- C-1.16.1.2.9.** Replace/Correct LPR Card (I90);
- C-1.16.1.2.10.** Request for Evidence;
- C-1.16.1.2.11.** Special Immigrant Petition (I-360);
- C-1.16.1.2.12.** Motion to Reopen/Reconsider;
- C-1.16.1.2.13.** Freedom of Information Act (FOIA) request; and
- C-1.16.1.2.14.** Other cases/filings as approved by RS.

- C-1.16.2.** The Provider shall document the application process from acceptance through resolution and keep the client informed of relevant events during the application process.
- C-1.16.3.** The Department, through its authorized representative, may issue written blanket approvals for services that would otherwise require redundant requests for the same service or purpose. Blanket approvals will be considered when unique circumstances arise in the geographic service area or statewide that elicit a RS Program response for services that, although fall under the Program, are not outlined in C-1.16.1.
- C-1.16.4. Resolution Notifications:** The Provider shall determine the status of each case filed on behalf of a client and shall record the status in Web-RS within thirty (30) days of verbal or written notification of resolution. The Provider shall record both the actual resolution date and the resolution notification date in the RSDS for positive and negative resolutions.

Additional ESA services may be provided in accordance with CFR 400.154 and 400.155, the Department's State Plan, and the CRS plan.

**C-1.17. Youth Services.** The Provider may develop a method of delivering a comprehensive youth program to address the educational, language, and employment needs for eligible individuals 16 to 19 years old, who may be at risk of dropping out of high school, not meeting high school graduation requirements, or are in need of alternatives to a traditional high school education, with an overall goal of employment and integration. Youth activities may include but are not limited to: case coordination, vouchers for tutoring and homework assistance, and referrals. The youth services program must include the following minimum components:

- C-1.17.1.** An eligibility assessment to determine which refugee youth are most in need of Youth Services. During the eligibility assessment the Provider shall outline the educational and career options available through the Provider and community agencies.
- C-1.17.2.** A youth development plan that includes short-term and long-term goals, quarterly benchmarks to measure progression towards the goals, and specific target dates for meeting the benchmarks and goals.
- C-1.17.3.** Academic Assessment. The Provider shall utilize a Department approved academic assessment for youth clients interested in the academic pathway. The results of the academic assessment shall be analyzed to determine the level and duration of academic services needed to accomplish the client's goals. If the same academic assessment is administered by local school personnel, the Provider may use those results to determine academic need.
- C-1.17.4.** A final assessment to be completed upon termination of client services, to evaluate the youth's achievement of programmatic goals, overall level of self-sufficiency, and integration.
- C-1.17.5.** A long-term assessment conducted every six (6) months after termination, up to three (3) years or when the client's long term goal has been met.
- C-1.17.6.** A vouchering system with private tutors or tutoring companies that includes negotiating costs, determining payment system, validating service delivery, and maintaining follow-up with the entity to ensure services are delivered. Prior to issuing tutoring vouchers to a client, the Provider shall ensure an academic assessment is completed to determine the level and duration of tutoring services necessary to meet the client's academic benchmarks. The Provider shall re-assess clients using an academic assessment by the end of each subsequent quarter that the client is receiving tutoring vouchers. Tutoring to high school students shall only be provided for core academic courses, which include English, Mathematics, Science, or Social Studies. Tutoring

may include homework assistance, test prep, and individual or group tutoring. If youth qualify for other services in the community (i.e. free tutoring, free homework assistance, etc.), a voucher shall not be issued for payment of those services. When possible, the Provider shall use free or reduced-cost services to conserve contract funds. The Provider shall be responsible for distributing and paying for tutoring vouchers.

**C-1.17.7.** Facilitate and guide a refugee youth through two (2) possible service pathways depending on the needs and goals of the client. The Provider shall work collaboratively with the client to develop a Youth Development Plan (YDP) that outlines the client's short-term and long-term goals and puts that client on the appropriate service pathway. The two service pathways are:

**C-1.17.7.1. Academic Pathway.** The goal of the academic pathway shall be graduating high school or obtaining a General Education Diploma (GED). Tutoring to high school students shall only be provided for core academic courses, which include English, Mathematics, Science, or Social Studies. The Provider shall ensure an academic assessment is completed to determine the level and duration of academic services necessary to meet the client's academic benchmarks. The Provider shall re-assess clients using an academic assessment by the end of each subsequent quarter that the client is receiving academic services. Potential case management tasks involved in this service pathway include, but are not limited to, conducting an academic assessment, tutoring services, testing to measure student progress, conduct monthly YDP review.

**C-1.17.7.2. Career Pathway.** The goal of the Career Pathway shall be to develop a plan for the client that will guide them through the steps necessary to be employed in their chosen career field and/or completion of vocational studies leading to employment through coordination with the local RS-funded employment provider. Prior to referring clients for vocational training, the Provider shall assess whether the client has met the enrollment requirements for the program. In collaboration with the RS-funded employment provider the Provider shall ensure that youth receive pre-employment training related to employment practices in the U.S., work culture, job expectations, how to deposit a check, sexual harassment in the workplace, resume building, appropriate attire, overtime compensation laws, and/or mock interviews. Job placements must be aligned with the career goals outlined in the client's youth development plan.

Additional youth services may be provided in accordance with CFR 400.154 and 400.155, the Department's State Plan, and the CRS plan.

**C-1.18. Child Care Services.** The Provider may provide subsidized child care services to eligible refugees/entrants participating in RS-funded employment services, RS-funded adult education services, or ORR Matching Grant Program. Child care services must be safe, cost-effective, and family-friendly while assisting refugees and entrants in becoming or remaining economically self-sufficient. Refugee Services (RS) subsidized child care is a funding of last resort. A client must be determined ineligible for all other child care funding sources or be on a waiting list before accessing RS subsidized child care. If the refugees/entrants are on a waiting list, then the receipt of RS subsidized child care must not render them ineligible for other funding. In order to receive child care services, family income must be less than or equal to 185% of Federal Poverty Level guidelines at initial determination of eligibility and less than or equal to 200% of Federal Poverty Level guidelines at eligibility redetermination. Eligibility for RS child care must be determined both at initial enrollment and six (6) months following enrollment. If necessary and with Department approval, the Provider may utilize a waiting list for refugees/entrants in need of subsidized child care services. If child care services are offered, the Provider shall ensure that appropriate quality care options are made available for RS subsidized child care clients. Child care services shall be provided in licensed centers or homes as well as public school based programs serving school age children. No client shall be eligible to receive RS subsidized child care services for an individual child in excess of twelve (12) consecutive calendar months counted from enrollment date.

**C-1.19. Additional Services.** The Provider may provide additional services allowed under state and federal laws and regulations, namely 45 CFR Parts 400.154 and 400.155, or state grant awards. Any such service shall be provided as agreed to in the CRS Plan. These services must contribute to the integration and self-sufficiency outcomes of refugees, and may include, but are not limited to translation services, interpreter services, transportation assistance, and emergency client assistance. Emergency client assistance may include housing and utility assistance (excluding phone and cable), or other types of approved assistance. Funding for emergency client assistance requires the approval of the

Health and Human Services (HHS)/Office of Refugee Resettlement through a waiver and will not be an allowable expense until approval is received by the Department.

- C-1.20. Case Notes.** The Provider shall maintain electronic or hard-copy readable case narrative information recording critical contact with the client, including but not limited to, client progress, service activities, planned future activities and dates of service delivery in each client file.
- C-1.21. Transportation.** The Provider may provide transportation assistance to clients when necessary for participation in CRS activities including, but not limited to employability training or the acceptance or retention of employment, limited by the Provider's line item budget, which identifies vehicle usage to clients and/or fare passes on public transportation systems.
- C-1.22. Referrals.** The Provider shall be familiar with community resources and, in particular, services provided to refugees/entrants and shall have established links with other local service providers to ensure that the supportive service needs of program participants can be met in accordance with their Family Integration and Self-Sufficiency Plan. The Provider shall refer to these services as client needs are identified. The Provider shall maintain in the individual/family client file clear documentation of all referrals made for the client/family that reflects the referral type(s), Provider(s) referred to, referral date(s), and referral reason(s).
- C-1.23. 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-1.24. 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 (RSDS) must complete the following annually:
- C-1.24.1.** DCF Security Agreement (form CF 0114, which is available from the Contract Manager);
  - C-1.24.2.** DCF Security Awareness Training, as specified in Section 5.5.2 of the Standard Contract; and
  - C-1.24.3.** RSDS Security Access Request Form (**EXHIBIT C4**).
- Any subsequent revisions to the **EXHIBIT C4** may be implemented without the need of a formal contract amendment.
- C-1.25. 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-1.26. 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-1.26.1.** Identifies the language(s) likely to be encountered while providing contract services;
  - C-1.26.2.** Estimates the number of eligible people likely to be affected by the need for language interpretation assistance;
  - C-1.26.3.** 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-1.26.4.** Identifies a process by which language interpretation services not available on-site shall be provided to LEP persons;

- C-1.26.5.** 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-1.26.6.** 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-1.26.7.** Identifies how the service Provider shall inform and train staff; and identify the frequency of staff training; and
- C-1.26.8.** 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-1.26.9.** 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-1.26.9.1.** 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-1.26.9.2.** 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-1.26.9.3.** 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 Contract.

- C-1.27. CRS Quarterly Review.** The Provider shall participate in quarterly meetings with the Department to review contract performance, and discuss the Provider's progression towards meeting contractual goals. The CRS Quarterly Review agenda may include, but is not limited to, reviewing deliverables, minimums, performance data, costs associated with providing services, arrival and intake data, and any programmatic/administrative concerns. The dates of the meetings will be negotiated with the Department, and included in the CRS plan.
- C-1.28. Termination of Client Services.** The Provider shall close a client's case for the following reasons:
  - C-1.28.1.** Client completion of all objectives and no longer in need of services;
  - C-1.28.2.** Client no longer meets eligibility criteria for the program;
  - C-1.28.3.** Written or verbal notification by the client of withdrawal from the program;
  - C-1.28.4.** Client relocation out of the service area;
  - C-1.28.5.** Non-participation of the client; the client has not participated in service for thirty (30) days or as appropriate for the particular service;
  - C-1.28.6.** Unsuccessful closure; client participated but objectives not achieved; or
  - C-1.28.7.** Death of the client.
- C-1.29. Client Case File.** For each client/family served, the Provider shall maintain an electronic or hard-copy case file that includes a detailed chronological account of service delivery including, but not limited to, the following:
  - C-1.29.1.** Eligibility documentation, including a legible copy of the front and back (if applicable) of immigration documentation;
  - C-1.29.2.** Intake information;
  - C-1.29.3.** Client Release of Information Form;
  - C-1.29.4.** Case notes; if applicable, including face-to-face contact, client activities, status in achieving goals, any changes in client or family situation, or any other issues that assist or hinder client progression,

- C-1.29.5.** Referral information;
- C-1.29.6.** Termination of client services documentation (if closed); and
- C-1.29.7.** Client Assessment(s);
- C-1.29.8.** Family Integration and Self-Sufficiency Plan;
- C-1.29.9.** Employment Services documentation (e.g. information on clients' educational attainments, job referrals, follow-up documentation, Client Education and Training activities, documentation of recertification/re-credentialing services, orientation sessions, and other activities);
- C-1.29.10.** Adult Education Services documentation (e.g. information on course enrollment, assessment of English language ability, client progression assessment, course completion, and other activities);
- C-1.29.11.** ESA (legal services) documentation (e.g. copies of applications filed with DHS or DOJ, responses from DHS or DOJ, and other activities);
- C-1.29.12.** Youth Services documentation, if applicable;
- C-1.29.13.** Child Care Services documentation (e.g. initial determination documentation and redetermination information), if applicable; and
- C-1.29.14.** Documentation of additional services provided, such as emergency client assistance, translation and/or interpretation services.

**C-1.30. Task Limits.**

- C-1.30.1.** The Provider shall not make stipend payments to a client under the terms of this contract.
- C-1.30.2.** 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-1.30.3.** The Provider shall not deny any services under this contract to any individual because an individual refuses to provide his or her social security number.
- C-1.30.4.** Payment for vocational training under this contract is limited to programs that 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. The maximum number of vocational enrollment hours an eligible student can take shall not exceed 1,400 hours. This is a lifetime limit for each student.
- C-1.30.5.** Payment for OJT under this contract is limited to those OJT agreements that are structured to lead to permanent full-time employment in a position paying at least the hourly wage rate outlined in the OJT Subsidized Wage Scale in **Section C-1.14.4.**, with the employer who is providing the training. OJT is limited and may be subsidized up to fifty percent (50%) of the clients' hourly wage rate during the term of the OJT agreement based on the number of months outlined in the OJT Subsidized Wage Scale in **Section C-1.14.4.**
- C-1.30.6.** Contract funds shall not be used by the Provider to pay any service application fees due to a federal entity or to pay any court fees that are required to be paid by the client.
- C-1.30.7.** No civil litigation/representation against the Federal, State or Local government shall be provided for matters other than immigration and immigration-related issues.
- C-1.30.8.** Before service provision of Other Cases for ESA clients, the Provider shall request prior authorization from the contract manager. The Provider shall submit a brief explanation regarding the client's service need and the reason(s) for which coverage should be provided under this contract. If service delivery is approved, the contract manager's approval shall be maintained in the individual client case file. The contract manager or a RS representative may issue written "blanket approvals" that would otherwise require redundant requests for the same service or purpose. Blanket approvals will be considered when unique circumstances arise in the geographic service area or statewide that elicit a RS Program response for services that, although fall under the Program, are not detailed in the rate table.



**C-1.30.9.** Expiration of the contract period does not close ESA cases. All pending services not resolved within this contract period shall be carried over into the next contract period or referred to another provider.

## **C-2. ADMINISTRATIVE TASKS**

### **C-2.1. Staffing**

- 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 Project Budget Summary 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 the project budget summary, 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 Project Budget Summary, 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-2.2.2.** The Provider shall require a security background screening and five-year employment rescreening in accordance with Chapter 435, F.S. and 39.001(2)(b), F.S., of all program personnel, mentors and volunteers who work with youth served by the Provider. Security background investigation documentation shall be maintained on file with the Providers' employment records.
- C-2.2.3.** The Provider shall maintain staff for data and quality management functions who possess experience with computer-based information systems, technical assistance, and knowledge of the organization's system design. The Department reserves the right to request the resume of data staff to ensure qualifications are appropriate for the position.
- C-2.2.4.** For legal services, the Provider shall have on staff or subcontract a licensed attorney who is a member in good standing of the bar of the highest court of any state, possession, territory, or commonwealth of the United States, or the District of Columbia.
- C-2.2.5.** For legal services, any paralegals or law school interns assigned to tasks related to any related contract must meet the minimum standards outlined below.
- C-2.2.6.** A representative currently fully or partially accredited by the Board of Immigration Appeals who is affiliated with an organization that has been recognized by the Board of Immigration Appeals.
- C-2.2.7.** A paralegal registered with the Florida Registered Paralegal Program who works under the direct supervision of a licensed attorney in good standing with the applicable State Bar, on staff or subcontracted through the Provider.
- C-2.2.8.** A law school intern certified by the Florida Bar or law graduate clerk from an accredited law school, and under the supervision of a licensed attorney.

### **C-2.3. Subcontracting**

- C-2.3.1.** Subject to Section 4.3. of the Standard 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 the 10<sup>th</sup> of each month, 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.

**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 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 CONTRACT REQUIREMENTS** Provider will perform all acts required by Sections 4, 5, 7, 8 and 9 of the Standard Contract.

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**EXHIBIT C1 – NARRATIVE REPORTING REQUIREMENTS**

<b>Name of Organization:</b>					
<b>Location:</b>					
<b>Contract number:</b>					
<b>Type of service:</b>					
<b>Report Period:</b>	<table border="0"> <tr> <td align="center"><u>Fall/Winter</u></td> <td align="center"><u>Spring/Summer</u></td> </tr> <tr> <td align="center">October 1 – March 31</td> <td align="center">April 1 – September 30</td> </tr> </table>	<u>Fall/Winter</u>	<u>Spring/Summer</u>	October 1 – March 31	April 1 – September 30
<u>Fall/Winter</u>	<u>Spring/Summer</u>				
October 1 – March 31	April 1 – September 30				

**Section A: Accomplishments**

Report <i>specific, measurable activities</i> related to refugees' attainment of self-sufficiency and integration		
Topic	Activities/Services	Outcome

**Section B: Challenges & Emerging Issues**

Report any <i>challenges or emerging issues</i> related to refugees' attainment of self-sufficiency and integration		
Topic	Challenge/Emerging Issue	Action & Resolution

**Section C: Promising Practices**

Report any promising practices adopted in the reporting period related to refugees' attainment of self-sufficiency and integration		
Topic	Promising Practice	Action & Resolution

**Section D: Client Success Stories**

Please provide one (1) success story of a refugee who received services during the reporting period.

**Section E: Emergency Housing Assistance**

Please report on any emergency housing assistance that was provided during the reporting period.

**EXHIBIT C1 – NARRATIVE REPORTING REQUIREMENTS**

<b>Topic Options for Sections A, B, and C</b>	<b>Topic Definition</b>
Community Resources for Clients	Community resources for clients refers to the accessibility and availability of non-ORR services or programs for clients
Documentation/Records Management	Documentation/Records management refers to the maintenance and organization of case and program level documentation (i.e. case files, database, confidentiality, etc.)
Eligibility	Eligibility refers to the determination or documentation of eligibility of ORR programs and services
Program Development	Program development refers to building capacity and support for refugee assistance programs (i.e. outreach/education, partnerships, etc.)
Services	Services refer to the services and benefits specific to refugee assistance programs (e.g. health, employment, social, intensive case management (W-F), etc.)
Other	"Other" is used to document accomplishments, challenges and promising practices that do not specifically relate to the above mentioned topics

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**EXHIBIT C2 – INVENTORY REPORT**

<b>INVENTORY REPORT</b> PROVIDER NAME AND ADDRESS _____									Exhibit <u>    </u>	
									DCF DISTRICT <u>    </u>	
									CONTRACT # <u>    </u>	
DATE OF THIS INVENTORY <u>    </u>										
Make/ Model Number	Manufacturer Serial Number	Identification Number	Description	Purchase Approval Date, if required (date of IRR approval)	Date of Purchase	Original Acquisition Cost	Condition Code	Current Location	Name of Property Custodian	Funding Source
Condition Codes (E) Excellent Condition - Property is in excellent, serviceable condition (F) Fair Condition - Property is worn but is in reusable condition (G) Good Condition - Property is in average reusable, serviceable condition (P) Poor Condition – Property may have usable parts but is very worn, old, or obsolete, or of no use to the state. (S) Scrap Condition - Property is not usable by the state, or is obsolete, un-repairable, or unsafe.										



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-VIII of this form and the purpose for each, requesting the client initial each applicable section.

Client Initials

I. SOCIAL SECURITY NUMBER DISCLOSURE

[Empty box for initial]

I hereby agree to provide my social security number(s) to the Florida Department of Children and Families(DCF)/Refugee Service Program, though I understand I am not required to do so under the law. I further authorize the Florida Department of Children and Families/Refugee Services Program to use my social security number(s) for identity, income, employment and eligibility verification, as well as other purposes related to the administration of DCF programs.

II. SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) DISCLOSURE

[Empty box for initial]

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

III. PROTECTED HEALTH INFORMATION (PHI) DISCLOSURE

[Empty box for initial]

I hereby authorize the release of my PHI to the Florida Department of Children and Families/Refugee Services Program for the purpose of determining eligibility for services or special exemption from program requirements.

IV. FINANCIAL INFORMATION DISCLOSURE

[Empty box for initial]

I hereby authorize the release of my financial information to the Florida Department of Children and Families/Refugee Services Program for the purpose of determining eligibility for services, employment outcomes and/or economic statistics.

V. EMPLOYMENT OUTCOME DISCLOSURE INFORMATION

[Empty box for initial]

I hereby authorize the release of my employment information to the Florida Department of Children and Families/Refugee Services Program, for the purpose of verifying employment and determining the outcome of employment services. This data may include but is not limited to, Employee Information (Name, Date of Birth and Social Security Number), Employer Information, Employment Information (Job Title, Most recent Start Date, and Termination Date, if applicable), and Salary/Benefits Information (Rate of Pay, Average Hours per Pay Period, Wages, Access to Health Insurance, etc.).

VI. CONTACT INFORMATION DISCLOSURE FOR CONDUCTING A SURVEY

[Empty box for initial]

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/Refugee Services Program for the purpose of conducting a survey to rate my refugee experience and generally assess refugee needs.

VII. CONTACT INFORMATION DISCLOSURE FROM ADULT EDUCATION SERVICE PROVIDERS

[Empty box for initial]

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.

VIII. CONTACT INFORMATION DISCLOSURE FROM EMPLOYMENT SERVICE PROVIDERS

[Empty box for initial]

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/Refugee Services Program and XXXXXX
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/Refugee Services Program and XXXXXXXX. will give me a copy of this form upon my request.
I understand that this authorization will expire at the conclusion of my Refugee Services eligibility period (5 years from date of entry) 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

**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**

CF S  
Part \_\_\_\_\_  
Contract Manager's Signature

\_\_\_\_\_  
Date

Contract No.

### EXHIBIT C5 – REPORTING REQUIREMENTS

Required Reporting	Frequency	Due Date	Number & Type of Copies Due	DCF Office
Invoice <b>Exhibit F3</b>	Monthly	20th day of each month	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 <b>EXHIBIT C1</b>	Semi-Annually	TBA	1 electronic and 1 hard copy	Refugee Services 1317 Winewood Boulevard Building 6, Room 200 Tallahassee, FL 32399-0700
Actual Expenditure Report <b>EXHIBIT F5</b>	Quarterly	45 days following the end of the quarter	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]	TBA	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 Single.audit@myflfamilies.com
Inventory Report <b>EXHIBIT C2</b>	Annually and 30 days prior to completion of contract	TBA	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 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	TBA	1 electronic and 1 hard copy	Refugee Services 1317 Winewood Boulevard Building 6, Room 200 Tallahassee, FL 32399-0700
<b>Civil Rights Compliance Checklist</b> as specified in Section 7.13 of the Standard Contract	Within 30 days of contract execution and annually thereafter	TBA	1 hard copy	Refugee Services 1317 Winewood Boulevard Building 6, Room 200 Tallahassee, FL 32399-0700
<b>Proof of Liability Insurance</b> as specified in Section 4.5. of the Standard Contract	Within 30 days of contract execution and annually thereafter	November 1, 2018 November 1, 2019 November 1, 2020	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 Contract	Monthly	5 <sup>th</sup> business day of each month	1 electronic	The Office of Civil Rights Form Site: <a href="https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html">https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html</a>
Employment Screening Affidavit as specified in Section 4.14.2. of the Standard Contract	Annually	TBA	1 electronic and 1 hard copy	Refugee Services 1317 Winewood Boulevard Building 6, Room 200 Tallahassee, FL 32399-0700
CRS Plan	Within 45 days of contract effective date	TBA	1 electronic and 1 hard copy	Refugee Services 1317 Winewood Boulevard Building 6, Room 200 Tallahassee, FL 32399-0700

Uptake Analysis	Annually	TBA	1 electronic and 1 hard copy	Refugee Services 1317 Winewood Boulevard Building 6, Room 200 Tallahassee, FL 32399-0700
Quality Management Plan (QMP)	60 days after contract effective date	TBA	1 electronic and 1 hard copy	Refugee Services 1317 Winewood Boulevard Building 6, Room 200 Tallahassee, FL 32399-0700

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## EXHIBIT D – DELIVERABLES

### D-1. Service Units.

- D-1.1.** Service Units. For the period October 1, 2018 through September 30, 2019, the Provider shall provide the following service units:
- D-1.1.1.** The Provider shall provide at least 687 verified job placements, the minimum monthly total of billable verified job placements shall not be fewer than 48.
  - D-1.1.2.** The Provider shall provide at least 1,200 legal filings as outlined in **Section C-1.16**. The minimum monthly total of legal filings shall not be fewer than 85.
  - D-1.1.3.** The Provider shall serve at least 105 clients in Youth Services. The minimum monthly total of clients in the youth program shall not be fewer than 63.
  - D-1.1.4.** The Provider shall complete at least 228 new family assessments. The minimum monthly total of new family assessments shall not be fewer than 17.
  - D-1.1.5.** The Provider shall provide at least 2400 refugee-specific ELI instructional services hours. The minimum monthly total of ELI instructional service hours shall not be fewer than 170.
  - D-1.1.6.** The Provider shall provide at least 720 enrollments in appropriate adult education programs courses during the school year.
  - D-1.1.7.** The Provider shall verify attendance for at least 576 units in adult education programs during the school year as defined in **EXHIBIT A1**.
- D-1.2.** Deliverables for future years will be added via contract amendment.

## EXHIBIT E – MINIMUM PERFORMANCE MEASURES

### E-1 MINIMUM PERFORMANCE MEASURES.

**E-1.1** The following Performance measures will be reviewed and calculated on for each Federal Fiscal Year (FFY) within the contract period.

#### **Monthly Performance Measure:**

**E-1.1.1 Sixty percent (60%)** of all intakes shall have at least one placement at twelve (12) months from intake.

#### **Quarterly Performance Measures:**

**E-1.1.2 Fifty-eight Percent (58%)** or more of active unemployed clients awaiting placement shall receive at least one placement.

**E-1.1.3 Seventy-five Percent (75%)** or more of placed clients shall be employed at the 90-day follow-up.

**E-1.1.4 Eighty-five Percent (85%)** or more of RCA clients required to register for work shall receive an intake within 60 days of RCA approval (This measure may be revised based on the accuracy and/or availability of information on RCA recipients).

**E-1.1.5 Eighty-five percent (85%)** of Employment Authorizations filings resolved with a positive outcome within ten (10) months of filing the application with the appropriate agency.

**E-1.1.6 Eighty-five percent (85%)** of Residency filings resolved with a positive outcome within twenty-four (24) months of filing the application with the appropriate agency.

**E-1.1.7 Seventy-Five Percent (75%)** or more of individuals included in the new arrivals, based on the Refugee Services population report, shall have an assessment completed by the Provider.

**E-1.1.8 Sixty percent (60%)** of clients with benchmark due dates during the reporting period shall meet at least one unmet benchmark as outlined in their youth development plan.

**E-1.1.9 Seventy-five percent (75%)** of school enrolled youth pursuing a high school diploma and receiving tutoring services in the current school year shall either be promoted to the next grade level or graduated high school.

**E-1.1.10 Seventy percent (70%)** of clients enrolled in a vocational training program who successfully passed a course or component of the program.

**E-1.1.11 Seventy percent (70%)** of vocational training participants who successfully completed the program requirements.

**E-1.1.12 Seventy percent (70%)** of CL participants who received an increase in salary after initial job placement following completion of training

#### **Term Performance Measures:**

**E-1.1.13 Forty-five percent (45%)** or more of English Language Instruction courses completed by clients within a reporting period shall result in a Literacy Completion Point (LCP) as validated by standardized instruments.

#### **Long-term Performance Measure:**

**E-1.1.14 Forty percent (40%)** of clients shall report that they are employed or enrolled in post-secondary education or high school at the twelve (12) month long term assessment.

### **E-1.2 Description of Performance Measurement Terms.**

**E-1.2.1 Active unemployed client.** A client for whom an intake was conducted up to the ending report period with no closure up to the report ending period and having no placements prior to the start of the report ending period.

**E-1.2.2 Awaiting job placement.** A client receiving employment services with no recorded job placement from intake up to report starting period.

- E-1.2.3 Follow-up.** The activity of contacting clients or their employer(s) to determine whether clients are employed at any unsubsidized job.
- E-1.2.4 Job Placement.** The acceptance of unsubsidized full-time (35 hours or more per week) employment as a result of a referral from the Provider, or self-placement employment that is not the result of a referral from the Provider.
- E-1.2.5 Refugee Services Population Report.** A quarterly report developed by the Refugee Services Program to summarize the new population based on arrival data from local resettlement agencies, Florida Department of Health, ACCESS Florida, and the Worldwide Refugee Admission Processing System (WRAPS).

**E-2 Performance Evaluation Methodology.**

**E-2.1** The calculation of performance measure E-1.1.1 shall be determined monthly using the following:

# of clients at twelve (12) months from intake during the report period having at least one placement	≥	60%
# of clients at twelve (12) months from intake during the report period		

**E-2.2** The calculation of performance measure E-1.1.2 shall be determined quarterly using the following:

# of clients with at least one job placement	≥	58%
# of active unemployed clients awaiting job placement		

**E-2.3** The calculation of performance measure E-1.1.3 shall be determined quarterly using the following:

# of placed clients employed at 90-day follow-up	≥	75%
# of 90-day follow-ups due to be completed		

**E-2.4** The calculation of performance measure E-1.1.4 shall be determined quarterly using the following:

# of RCA clients required to register for work with ACCESS county code in provider direct service area with a completed intake within 60 days of first payment date	≥	85%
# of RCA clients required to register for work with ACCESS county code in provider direct service area		

**E-2.5** The calculation of performance measure E-1.1.5 shall be determined quarterly using the following:

# of positive resolutions for employment authorization applications granted within 10 months of filing	≥	85%
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# of applications for employment authorization resolved in the reporting period or # of employment authorization applications that have reached 10 months with no resolution date reported		
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**E-2.6** The calculation of performance measure E-1.1.6 shall be determined quarterly using the following:

# of positive resolutions for residency applications granted within 24 months of filing		
# of applications for residency resolved in the reporting period or # of residency applications that have reached 24 months with no resolution date reported	≥	85%

**E-2.7** The calculation of performance measure E-1.1.7 shall be determined quarterly using the following:

# of individuals included in the new population based on the Refugee Services population report with an assessment completed by the Provider	≥	75%
# of new population based on the Refugee Services population report		

**E-2.8** The calculation of performance measure E-1.1.8 shall be determined quarterly using the following:

# of clients with benchmark due dates during the reporting period who meet at least one benchmark.	≥	60%
# of clients with benchmark due dates during the reporting period		

**E-2.9** The calculation of performance measure E-1.1.9 shall be determined quarterly using the following:

# of school enrolled youth pursuing a high school diploma and receiving tutoring services in the current school year who promote to the next grade or graduate high school	≥	75%
# of school enrolled youth pursuing a high school diploma and receiving tutoring services in the current school year		

**E-2.10** The calculation for performance measure E-1.1.10 shall be determined using the following:

# of clients who successfully passed a course or component of the vocational training program		
# of clients enrolled in a vocational training program who would have completed a course or component of the program	≥	70%

**E-2.11** The calculation for performance measure E-1.1.11 shall be determined using the following:

# of clients who earned the required OCP points and/or achieved certification on completion of a vocational training program	≥ 70%
# of clients who completed a vocational training program	

**E-2.12** The calculation for performance measure E-1.1.12 shall be determined using the following:

# of CL participants who received an increase in salary after initial job placement following completion of training	≥ 70%
# of CL participants who received an initial job placement following completion of training	

**E-2.13** The calculation of performance measure E-1.1.13 shall be determined termly using the following:

Total # of ELI courses completed by clients within the reporting period that resulted in a LCP	≥ 45%
Total # of ELI courses completed during the reporting period	

**E-2.14** The calculation of performance measure E-1.1.14 shall be assessed long-term using the following:

# of youth clients who report that they are employed or enrolled on post-secondary education or high school at the twelve (12) month long-term assessment.	≥ 40%
# of youth clients who should have received a twelve (12) month long-term assessment.	



**EXHIBIT F - METHOD OF PAYMENT**

**F-1** This is a Fixed Rate (Unit Cost)/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.

<b>Total Contract Amount (by budget period)</b>	
<b>Budget Period</b>	<b>Budget Amount</b>

**F-3 Service Units.**

**F-3.1 Fixed Rate (Unit Costs).** The Department agrees to pay the Provider for the delivery of all service units verified during the reporting period, at the unit rate outlined in **Exhibit F3** and up to a total amount as outlined in the table below. Adjustments to **Exhibit F3** may be made without a formal contract amendment, reflecting the Department's and Provider's agreement of the price that should be applied. Although based on unit price, this contract is funded by a federal grant and contract payments must ultimately be based on actual unit costs.

<b>Total Fixed Rate Amount (by budget period)</b>	
<b>Budget Period</b>	<b>Fixed Rate Budget Amount</b>

**F-3.2 Service Unit Rates.** Service unit rates are estimated costs of performance and may be periodically adjusted as appropriate to reflect the cost of performance actually incurred, based on the review by the Department and Provider of the actual expenditure reports submitted by the Provider, provided that the actual expenditure reports reflect a deficit or surplus in operational costs. The service unit rates outlined in **Exhibit F3** may be revised without a formal contract amendment, reflecting the Department's and Provider's agreement of the price that should be applied. Payments made to the Provider in excess of the actual costs of providing contracted services will be refunded to the Department in accordance with Section 3.5 of the Standard Contract.

**F-3.3 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.

<b>Total Cost Reimbursement Amount</b>	
<b>Category</b>	<b>Cost Reimbursement Budget Amount</b>

**F-3.3.1 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 F4**) and page-numbered supporting documentation to the Department's contract manager.

#### **F-4 Supporting Documentation Requirements.**

**F-4.1 Fixed Rate.** Refugee Services will produce the official fixed price invoice report and supporting documentation the first (1st) day following the submission deadline for the previous period's data. The Provider shall request reimbursement for each period through the submission of a properly completed invoice (**EXHIBIT F4, Invoice**) based on the official fixed rate invoice report produced by RS, which includes a client list and a number of service units rendered list. Although the Provider is not required to submit the invoice with supporting documentation of actual payment of expenses, the Department reserves the right to request verification of expenses at any time. Consequently, the Provider shall ensure expenses are verifiable by maintaining receipts and copies of cancelled checks to support all program expenses.

#### **F-4.2 Cost Reimbursement.**

**F-4.2.1 Supportive Services.** Receipts documenting actual payment of supportive service expenses are required to be maintained by the Provider 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-4.2.2 On-The-Job Training.** The Provider shall maintain records of all agreements between the Provider and the employer participating in on-the-job training. Supporting documentation shall include the names (or unique identifiers) of clients receiving on-the-job training, the dates of training, the hourly wage, the amount to be reimbursed to the employer and the intention of the employer to hire the client upon completion of training. The Provider shall maintain time sheets or a time log of hours the client worked and wages received by the client (pay-stub), verification of reimbursement to the employer and verification that the client obtained unsubsidized employment with the employer providing the training.

**F-4.2.3 Vocational Training.** The Provider shall maintain records of all agreements between the Provider and the vocational training vendor. Supporting documentation shall include the names (or unique identifiers) of clients receiving training dates of training, payments/receipts sufficient for an audit trail documenting service provision. Purchases made from outside vendors shall be supported by paid invoices and/or receipts and copies of canceled checks if available.

**F-4.2.4 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-4.2.5 Department of Financial Services.** The Department of Financial Services reserves the right to require further documentation on an as needed basis.

**F-4.2.6** Refugee Services reserves the right to request additional information from the Provider regarding invoice supporting documentation.

#### **F-5 Invoice Schedule.**

**F-5.1 Fixed Rate/Cost Reimbursement.** The Provider shall submit a properly completed invoice for service units and expenses no later than the 20th of each month following the month of service provision. For fixed rate invoices, in order for supplemental invoices to be reviewed and approved for payment they must be received by the Department's contract manager within ninety (90) calendar days of the month of service provision. For cost reimbursement invoices, in order for supplemental invoices to be reviewed and approved for payment they must be received by the Department's contract manager within ninety (90) calendar days of payment of actual costs by the provider or services being rendered, whichever date is later. 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.

**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 F5**) 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.

**F-8 Cumulative Actual Expenditure Report.** The Provider shall submit a cumulative actual expenditure report (as specified in **EXHIBIT F6**) to the Department's contract manager forty-five (45) days following the end of each quarter. The cumulative actual expenditure report shall reflect:

**F-8.1** Line item actual expenditures incurred during the quarter;

**F-8.2** Sufficient line item detail by line item (e.g. include actual expenditures under the Personnel line item); and

**F-8.3** Line item expenditure projections for the remaining quarter(s).

The Department reserves the right to request reimbursement for payments issued to the Provider that exceed actual expenditures that cannot be reasonably justified through these expenditure reconciliation reports.

Although payment is based on unit rates, this contract is funded by a Federal grant and contract payments must ultimately be based on actual costs. If the cumulative actual expenditure report indicates that payments were made to the Provider in excess of the actual costs of providing contracted services, the Provider may be directed to return funds to the Department.

**F-9 Annual Actual Expenditure Report.** Should the Provider's annual actual expenditure report for each contract budget year indicate that payments were made to the Provider in excess of the actual costs of providing contracted services for that contract budget year, the Provider shall refund the difference to the Department in accordance with Section 3.5., Overpayments and Offsets, in the Standard Contract. During the final year of the contract, the Department reserves the right to request quarterly or monthly expenditure reports to monitor the relationship of fixed-rate payments to actual costs. If, in the Department's sole determination, there appears a potential for payments being made to the Provider in excess of the actual costs of providing contracted services for that final contract year, the Department may require refunds of such excess as frequently as quarterly.

**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 Financial Consequences.** The Provider shall be assessed financial consequences in accordance with Section 6.1 of the Standard Contract, if the Provider fails to meet the minimum monthly level of performance identified in **EXHIBIT D**. The Department will apply financial consequences by deducting the cost per unit for each unmet performance unit as outlined in the table below.

<b>Deliverable</b>	<b>Financial Consequences for unmet unit</b>
<b>Employment Placements</b>	
<b>Legal Filings</b>	
<b>Refugee-Specific Instructional Hours</b>	
<b>New Family Assessments</b>	
<b>Youth Clients</b>	

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**EXHIBIT F2 – PROJECT BUDGET SUMMARY**

<b>PROVIDER NAME:</b>	Catholic Charities of Central FL, Inc.	<b>TYPE OF CONTRACT:</b>	Fixed Price
<b>CONTRACT #</b>	LK202	<b>CONTRACT AMOUNT:</b>	\$4,873,500.00
<b>CONTRACT PERIOD:</b>	10/01/2018 - 09/30/2021	<b>CONTRACT MANAGER:</b>	Rebecca Lockenbach
<b>BUDGET PERIOD:</b>	10/01/2018 - 09/30/2019	<b># of Months in Budget Period</b>	12

  

<b>Personnel</b>		<b>% of budget</b>	
		<b>Estimated Total</b>	
A. Personnel		\$	-
B. Fringe Benefits		\$	-
C. Other Personnel Services (OPS)		\$	-
D. Background Checks		\$	-
<b>Personnel Costs Total</b>		<b>\$</b>	<b>-</b>

  

<b>Travel</b>		<b>Estimated Total</b>	
E. Staff Travel/Training		\$	-
F. Client Transportation			
<b>Travel Costs Total</b>			

  

<b>Expense</b>		<b>Estimated Total</b>	
G. Office Expenses			
1. Utilities		\$	-
2. Telephone		\$	-
3. Postage/Shipping		\$	-
4. Copies/Printing		\$	-
5. Office Supplies		\$	-
6. Janitorial Supplies		\$	-
7. Building Maintenance & Repair		\$	-
8. Equipment Repair		\$	-
9. Office Equipment		\$	-
10. Security Services		\$	-
H. Rental Use of Space		\$	-
I. Rental Equipment		\$	-
J. Insurance		\$	-
K. Advertising/Outreach		\$	-
L. Membership Fee/Subscriptions		\$	-
M. Client Educational/Training Tools			
N. Fixed Rate Services			
O. Information Resource Technology		\$	-
P. Subcontracted Services		\$	-
Q. Subcontracted Client Services		\$	-
R. Financial Audit		\$	-
<b>Expense Cost Total</b>			<b>-</b>

  

<b>Direct Costs</b>		<b>Estimated Total</b>	
S. Operating Capitol Outlay (>\$1,000.00)		\$	-
T. Indirect Costs (less OCO)			
<b>Direct Cost Total</b>		<b>\$</b>	<b>-</b>

  

<b>Total Contract Budget</b>			
<b>Total Contract Budget Rounded to the Nearest Whole Dollar</b>		<b>\$</b>	<b>-</b>

**F. CLIENT TRANSPORTATION**

Description	Expense	Est. Unit Cost	Est. # of Units per Month	Months	Total
Gas Cards					
Bus Passes					
<b>Client Transportation Expense Total</b>					

**NARRATIVE:** Clients will be issued gas cards in order to access employment services and ESL classes. It is estimated that 16 - \$25 gas cards will be issued each month (\$25 x 16 units x 12m = \$4,800). LYNX bus passes will also be issued to assist clients in need of transportation, 1,117 daily passes @ \$2.25 per bus pass will be issued monthly (\$2.25 x 1117 units x 12m = \$30,159). The above number of units and unit costs are estimates and may increase or decrease depending on program need.

**M. CLIENT EDUCATIONAL AND TRAINING TOOLS**

Item or Service	Unit Cost	# of Units	# of Months	% to Project	Total
Vocational Tuition	\$ 1,500.00	40	1	100%	
Vocational Lab Fees/Background Screenings	\$ 30.00	39	1	100%	
Vocational - Uniforms	\$ 100.00	22	1	100%	
Vocational - Tools	\$ 300.00	6	1	100%	
Vocational - Applications/Testing Fees	\$ 50.00	35	1	100%	
Vocational - Certification/Licensing	\$ 150.00	13	1	100%	
Vocational - Books	\$ 80.00	44	1	100%	
Vocational - Training Supplies	\$ 150.00	22	1	100%	
Document Translation & Certification	\$ 200.00	13	1	100%	
On the Job Training (Level 1)	\$ 1,140.00	15	1	100%	
On the Job Training (Level 2)	\$ 1,760.00	11	1	100%	
On the Job Retention	\$ 250.00	26	1	100%	
Vocational/Short Term Training & Work Supplies	\$ 600.00	23	1	100%	
Fingerprinting/Background Check for Employed Clients	\$ 85.00	15	1	100%	
Tutoring Services	\$ 30.00	1174	1	100%	
<b>Client Education and Training Tools Estimated Total</b>					-

**NARRATIVE:** It is estimated that 39 students will be provided assistance with Vocational Training. Tuition is estimated to cost \$1000 per student (\$1,500 x 40 students = \$60,000), Lab Fees/Background Screenings are estimated at \$30 per student (\$30 x 39 students = \$1,170), Uniforms are estimated at \$100 per student (\$100 x 22 students = \$2,200), Tools are estimated at \$300 per student (\$300 x 6 students = \$1,800), application and testing fees are estimated at \$50 per student (\$50 x 35 = \$1,750), Certification/Licensing is estimated at \$150 per student (\$150 x 13 students = \$1,950), books are estimated at \$80 per unit (\$80 x 44 = \$3,520), Training Supplies are estimated at \$150 per student (\$150 x 22 units = \$3,300). Career Laddering clients will have documents translated & certified. Estimated costs are \$200 per document (\$200 x 13 units = \$2,600). The estimated cost of Level 1 placements (\$8.50-\$9.99 per hour) would be \$4.75 per hour X 40 hrs. X 6 weeks = \$1,140 for one client (\$1,140 x 15 units = \$17,100). Level 2 On the Job Training will be reimbursed at 50% of gross salary. The estimated cost for a Level 2 placement (\$10.00 to \$12.00 per hour) would be \$5.50 per hour X 40 hrs X 8 weeks= \$1,760 for one client (\$1,760 x 11 units = \$19,360). OJT Retention is estimated at \$250 per unit (\$250 x 26 = \$6,500). STT and work supplies will be provided through purchase of services agreements. Local companies will be contacted to provide STT in certain fields that lead to employment. Training is estimated to be \$600 for each client (\$600 x 23 units = \$13,800). The purchase of uniforms and/or tools will be included in the cost. Cost of background checks for employed clients are estimated to be \$85 and we will assist approximately 13 clients (\$85 x 15 units = \$1,275). The above number of units and unit costs are estimates and may increase or decrease depending on program need.

**N. FIXED PRICE SERVICES (if applicable)**

Service	Est. # of Units	Fixed Rate	Total
Fixed Price Services			
<b>Fixed Price Services Estimated Total</b>			
<b>NARRATIVE:</b>			

**T. INDIRECT COSTS**

<b>Total Personnel, Travel, and Expenses</b>	\$ -	
<b>Modified Total Direct Cost</b>	\$ -	
<b>Indirect Cost Rate</b>	10%	<i>Approved NICRA required if over 10%</i>
<b>Indirect Costs Total</b>		

**NARRATIVE:** In accordance with the Uniform Grant Guidance, the de-minimis indirect cost rate of 10% is calculated based on the Modified Total Direct Cost (MTDC), which excludes equipment, capital expenditures, charges to patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward and subcontract in excess of \$25,000.

**TOTAL BUDGET AMOUNT**

EXHIBIT F3 – UNIT RATE TABLE

Service Unit	Unit Cost
Enrollment	
Academic Assessment/Testing	
Career Assessment/Employment	
CM/Monthly Follow-up/Plan Rev.	
Promotion/Graduation - Annual	
Quarterly Benchmark Met	
All benchmarks Met/Plan Complete	
<b>Estimated Youth Budget</b>	
Child Care Service Units - Fixed	
<b>Cost Reimbursement Items</b>	
Vocational Training	
OJT	
Bus Passes	
Tutoring Vouchers	
<b>Total Budget Amount</b>	

<b>Employment Service Units</b>	
<b>Service Unit</b>	<b>Unit Cost</b>
Enrollment	
Regular Job Placement 0-24 months	
Regular Job Placement 25-60 months	
Verified regular placement during CL participation	
CL placement in career field	
<b>Estimated Employment Budget</b>	

<b>Case Management Service Units</b>	
<b>Service Unit</b>	<b>Unit Cost</b>
BIS Enrollment - New Arrival ICP	
BIS Enrollment - Returning Client ICP	
ICM Enrollment - New Arrival ICP	
ICM Enrollment - Returning Client ICP	
Orientation completion	
BIS Plan Review/followup (Monthly)	
ICM Plan Review/followup (Monthly)	
BIS Plan Goals Met	
ICM Plan Goals Met	
<b>Estimated Case Management Budget</b>	

<b>Adult Education Service Units</b>	
<b>Service Unit</b>	<b>Unit Cost</b>
Orientation/Enrollment	
Testing	
Voucher cost and admin	
Case management	
Enrollment Documentation	
Refugee specific	
LCP payment	
<b>Estimated Adult Education Budget</b>	

<b>Legal Service Units</b>	
<b>Service Unit</b>	<b>Unit Cost</b>
<b>Core Services</b>	
Enrollment	
Residency (I-485) Filed with DHS; Filing	
Naturalization (N-400); Filing	



EXHIBIT F4 - INVOICE

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<b>REQUEST FOR PAYMENT</b>			Contract :	Payment Method:

Line Item	Rate	Budget	Unit	Expenditures	YTD Expenditures	Balance
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
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				\$ -		\$ -
\$ -				\$ -	\$ -	\$ -

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

<b>FOR DEPARTMENT USE ONLY</b>																	
<p>Date Invoice Received:</p> <hr/> <p>Date Goods and Services Received:</p> <hr/> <p>Date Goods and Services were Approved:</p> <hr/> <p>Approved for Payment By:</p> <hr/>	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Services From:</th> <th style="width: 20%;">Services To:</th> <th style="width: 10%;">OCA</th> <th style="width: 10%;">AMOUNT</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Services From:	Services To:	OCA	AMOUNT												
Services From:	Services To:	OCA	AMOUNT														
<p>(Signature of Agency Official)</p> <hr/> <p style="text-align: right;">Date</p>	<p style="text-align: center;"><b>CONTRACT MANAGER</b></p> <p>Amount Requested</p> <hr/> <p>Recoup/ Adjusted Amount:</p> <hr/> <p>Amount Approved:</p> <hr/>																
	<p style="text-align: right;"><b>Invoice Type:</b></p> <hr/> <p style="text-align: right;"><b>Invoice Nbr.</b></p> <hr/>																

**EXHIBIT F5 – BUDGET REVISION**

<b>Provider</b>			
Address		LK _____	
City, State, Zip			Date
<b>BUDGET REVISION WORKSHEET</b>			
LINE ITEMS	ORIGINAL AMOUNT	REVISIONS	REVISED BUDGET
Personnel 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
Utilities	\$0.00		\$0.00
Telephone	\$0.00		\$0.00
Postage/Shipping	\$0.00		\$0.00
Copies/Printing	\$0.00		\$0.00
Office Supplies	\$0.00		\$0.00
Janitorial Supplies	\$0.00		\$0.00
Building Maintenance & Repair	\$0.00		\$0.00
Computer Supplies	\$0.00		\$0.00
Office Equipment	\$0.00		\$0.00
Rental Use of Space	\$0.00		\$0.00
Rental Equipment	\$0.00		\$0.00
Insurance	\$0.00		\$0.00
Advertising/Outreach	\$0.00		\$0.00
Client Educational/Training Tools	\$0.00		\$0.00
Information Resource Technology	\$0.00		\$0.00
Subcontracted Services	\$0.00		\$0.00
Subcontracted Client Services	\$0.00		\$0.00
Financial Audit	\$0.00		\$0.00
Indirect Costs	\$0.00		\$0.00
	\$0.00		\$0.00
Financial Consequences Applied	\$0.00		\$0.00
	<b>\$0.00</b>	\$0.00	<b>\$0.00</b>
<b>Contract Manager Approval</b>	<b>Date</b>		

EXHIBIT F6 – ACTUAL EXPENDITURE REPORT

DRAFT

# Quarterly/Annual Actual Expenditure Report

**Provider:** \_\_\_\_\_ **Contract No.:** \_\_\_\_\_  
**Period Ending:** \_\_\_\_\_ **Fiscal Year:** \_\_\_\_\_  
**Service:** \_\_\_\_\_ **Quarter:** \_\_\_\_\_

	Contract		Quarter 1		Quarter 2		Quarter 3		Quarter 4		YTD		Remaining Budget
	Budget	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Totals	% Total	
<b>Personnel Category</b>													
A. Personnel	-		-		-		-		-		-		-
B. Fringe Benefits	-		-		-		-		-		-		-
C. Other Personnel Services (OPS)	-		-		-		-		-		-		-
D. Background Checks	-		-		-		-		-		-		-
<b>Totals</b>	-		-		-		-		-		-		-
<b>Travel Category</b>													
E. Staff Travel & Training	-		-		-		-		-		-		-
F. Client Transportation	-		-		-		-		-		-		-
<b>Totals</b>	-		-		-		-		-		-		-
<b>Expense Category</b>													
G. Office Expenses													
1. Telephone	-		-		-		-		-		-		-
2. Postage/Shipping	-		-		-		-		-		-		-
3. Copies/Printing	-		-		-		-		-		-		-
4. Office Supplies	-		-		-		-		-		-		-
5. Janitorial Supplies	-		-		-		-		-		-		-
6. Equipment Repair	-		-		-		-		-		-		-
7. Office Equipment	-		-		-		-		-		-		-
<b>Totals</b>	-		-		-		-		-		-		-
<b>Expense Category Cont.</b>													
H. Rental Use of Space	-		-		-		-		-		-		-
I. Rental Equipment	-		-		-		-		-		-		-
J. Insurance	-		-		-		-		-		-		-
K. Advertising/Outreach	-		-		-		-		-		-		-
L. Membership Fee/Subscriptions	-		-		-		-		-		-		-
M. Client Educational/Training Tools	-		-		-		-		-		-		-
N. Career Laddering Services	-		-		-		-		-		-		-
O. Information Resource Technology	-		-		-		-		-		-		-
P. Subcontracted Services	-		-		-		-		-		-		-
Q. Subcontracted Client Services	-		-		-		-		-		-		-
R. Financial Audit	-		-		-		-		-		-		-
<b>Totals</b>	-		-		-		-		-		-		-
<b>Indirect Costs Category</b>													
S. Operating Capitol Outlay (>1,000)	-		-		-		-		-		-		-
T. Indirect Costs (less OCO)	-		-		-		-		-		-		-
<b>Totals</b>	-		-		-		-		-		-		-
<b>Grand Totals</b>	-		-		-		-		-		-		-
<b>Contract Expenditures:</b>			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
<b>Contract Draw-Down:</b>			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
<b>Contract Surplus/Deficit:</b>			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
<b>Amount to be Refunded (if applicable):</b>			\$0.00	*									

\*Amount to be refunded is in accordance with Section 3.4 Overpayments in the Standard Integrated Contract.

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false

Provider Signature \_\_\_\_\_ Date \_\_\_\_\_

EXHIBIT F6 – ACTUAL EXPENDITURE REPORT

# Quarterly/Annual Actual Expenditure Report

**Provider:** \_\_\_\_\_ **Contract No.:** \_\_\_\_\_  
**Period Ending:** \_\_\_\_\_ **Fiscal Year:** \_\_\_\_\_  
**Service:** \_\_\_\_\_ **Quarter:** \_\_\_\_\_

	Contract		Employment		Legal		Adult Education		Youth		Case Coordination		Child Care		YTD		Remaining
	Budget	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Expenses	% Total	Totals	% Total	Budget
<b>Personnel Category</b>																	
A. Personnel															-		-
B. Fringe Benefits															-		-
C. Other Personnel Services (OPS)															-		-
D. Background Checks															-		-
<b>Totals</b>	-		-		-		-		-		-		-		-		-
<b>Travel Category</b>																	
E. Staff Travel & Training															-		-
F. Client Transportation															-		-
<b>Totals</b>	-		-		-		-		-		-		-		-		-
<b>Expense Category</b>																	
G. Office Expenses																	
1. Telephone															-		-
2. Postage/Shipping															-		-
3. Copies/Printing															-		-
4. Office Supplies															-		-
5. Janitorial Supplies															-		-
6. Equipment Repair			-		-		-		-		-		-		-		-
7. Office Equipment			-		-		-		-		-		-		-		-
<b>Totals</b>	-		-		-		-		-		-		-		-		-
<b>Expense Category Cont.</b>																	
H. Rental Use of Space															-		-
I. Rental Equipment															-		-
J. Insurance															-		-
K. Advertising/Outreach															-		-
L. Membership Fee/Subscriptions															-		-
M. Client Educational/Training Tools															-		-
N. Information Resource Technology			-		-		-		-		-		-		-		-
O. Subcontracted Services			-		-		-		-		-		-		-		-
P. Subcontracted Client Services			-		-		-		-		-		-		-		-
Q. Financial Audit			-		-		-		-		-		-		-		-
<b>Totals</b>	-		-		-		-		-		-		-		-		-
<b>Indirect Costs Category</b>																	
R. Operating Capitol Outlay (>1,000)															-		-
S. Indirect Costs (less OCO)															-		-
<b>Totals</b>	-		-		-		-		-		-		-		-		-
<b>Grand Totals</b>	-		-		-		-		-		-		-		-		-
<b>Contract Expenditures:</b>			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
<b>Contract Draw-Down:</b>															\$0.00		
<b>Contract Surplus/Deficit:</b>			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
<b>Amount to be Refunded (if applicable):</b>			\$0.00	*													

\*Amount to be refunded is in accordance with Section 3.4 Overpayments in the Standard Integrated Contract.

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise.

Provider Signature \_\_\_\_\_ Date \_\_\_\_\_

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## **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)

, Contract Manager  
Refugee Services Program  
Building 6, Suite 200  
1317 Winewood Boulevard  
Tallahassee, FL 32399-0700  
Email address:

**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](mailto: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](mailto: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.

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