

EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Sections 1 through 9 of the CF Standard Contract 2018 Part 1 of 2, as provided herein:

A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

Page 1, CF Standard Contract 2018, Section 1.4.1.1, is hereby added to read:

1.4.1.1 Additional Definitions as Specified in Section 1.4.1., CF Standard Contract 2018

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

- 1.4.1.1.1 Bandwidth - Used as a synonym for data transfer rate which is the amount of data that can be carried from one point to another in a given time period.
- 1.4.1.1.2 Chafee Foster Care Independence Program (CFCIP) - Provides assistance to help current and former foster care youths achieve self-sufficiency. Activities and programs include, but are not limited to, help with education, employment, financial management, housing, emotional support and assured connections to caring adults for older youth in foster care. The program is intended to serve youth who are likely to remain in foster care until age eighteen (18), youth who, after attaining sixteen (16) years of age, have left foster care for kinship guardianship or adoption, and young adults ages eighteen (18) through twenty-one (21) who have "aged out" of the foster care system.
- 1.4.1.1.3 Cohort - A group of people who have shared a particular experience during a particular time span.
- 1.4.1.1.4 Community-Based Care Lead Agency (CBC) - A not-for-profit or government agency with which the Department contracts for the delivery of foster care and related services.
- 1.4.1.1.5 Covered Data - Sensitive, personal information. For the purpose of this Contract, Covered Data includes the names of individuals completing the survey, birthdates, Florida Safe Families Network (FSFN) identification, contact information, and any information that is not directory information or publicly available.
- A2-1.6 Data Dictionary - A complete written description of the data as provided to the Department including, but not limited to, descriptions of data structures, tables, table linkages, elements, element to survey questions mapping, element codes, and element code to response value mapping. Description of data structures and/or tables should include an entity relationship diagram and a description of the record structure, such as whether there can be multiple records in a table for a respondent. Table descriptions include, but are not limited to, descriptions of survey source and survey items. Description of the element to survey questions mapping should include the question number (or some other indication of the order of the question within the survey) and the full question text as written in the survey.
- 1.4.1.1.6 Day - An eight (8) hour day.
- 1.4.1.1.7 Department's User Community - Includes youth in foster care and young adults formerly in foster care, foster parents, group home staff, Community-Based Care Lead Agency staff, and Department staff.
- 1.4.1.1.8 Foster Care - Out of home care, including licensed foster care and approved relative or non-relative care.
- 1.4.1.1.9 Florida Safe Families Network (FSFN) -The child welfare system's statewide automated information system designed to capture relevant investigations and service history information in a single electronic record for each child served. FSFN is intended to support all necessary case management work.
- 1.4.1.1.10 Full Time Equivalent (FTE) - A position or positions whose total time worked in a week equals forty (40) hours.
- 1.4.1.1.11 National Youth in Transition Database (NYTD) - A required federal child welfare reporting system which is administered by CFCIP agencies. Data collection requirements include the collection of information surrounding the outcomes of those youth who have aged out of foster care.
- 1.4.1.1.12 NYTD Outcome Survey - A self-report survey instrument that includes survey questions as required in 45 CFR 1356. The National Youth in Transition Database (NYTD) Plus Survey was published by the American Public Human Services Association in their National Youth in Transition Database: Instructional Guidebook and Architectural Blueprint © 2009.
- 1.4.1.1.13 NYTD Outcome Survey Baseline - Age 17 (Survey Questions, Survey Population, and Survey Administration Criteria defined by the Administration for Children and Families in 45 CFR 1356).
- 1.4.1.1.14 NYTD Outcome Survey Follow-up - Age 19 and Age 21 (Survey Questions, Survey Population, and Survey Administration Criteria defined by the Administration for Children and Families in 45 CFR 1356).
- 1.4.1.1.15 Outreach Services - Actions designed to educate on the significance of the NYTD survey participation.

- 1.4.1.1.16 Region/Circuit - A territorial division pertaining to a geographical service area of the Department.
- 1.4.1.1.17 Software Bug - The common term used to describe an error, flaw, mistake, failure, or fault in a computer program or system that produces an incorrect or unexpected result, or causes it to behave in unintended ways.
- 1.4.1.1.18 Technical Assistance - Actions that provide guidance, support, and training pertaining to survey completion.
- 1.4.1.1.19 Unique Identifier - A random combination of letters and numbers for each youth surveyed.

A-2. STATEMENT OF WORK

There are no additional provisions.

A-3. PAYMENT, INVOICE AND RELATED TERMS

There are no additional provisions.

A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

There are no additional provisions.

A-5. RECORDS, AUDITS AND DATA SECURITY

There are no additional provisions.

A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

There are no additional provisions.

A-7. OTHER TERMS

There are no additional provisions.

A-8. FEDERAL FUNDS APPLICABILITY

There are no additional provisions.

A-9. CLIENT SERVICES APPLICABILITY

There are no additional provisions.

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EXHIBIT B - SCOPE OF WORK

B-1. SCOPE OF SERVICE

B-1.1 Authority

General authority Subsection 20.19(1)(c), Florida Statutes, authorizes the Department to contract for these services.

B-2. MAJOR CONTRACT GOALS

The major goal of these services are the administration of the NYTD Outcome Surveys to meet Florida's required performance measures in accordance with 45 CFR Part 1356, including data collection and error free data transmission to the Department.

B-3. SERVICE AREA/LOCATION/TIMES

The service area is statewide.

B-3.1 The Provider's administrative offices shall be located at the address specified in the CF Standard Contract, Section 1.2.2.

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

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

B-4. EQUIPMENT

No equipment, property, or information technology resources shall be purchased with these contract funds.

B-5. CONTRACT LIMITS

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

EXHIBIT C - TASK LIST

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

C-1. SERVICE TASKS

The Provider shall perform the following tasks and document the completion of these tasks by completing and delivering all reports as specified in **Section C-2.4 and Exhibit D, Deliverables**.

C-1.1 The administration of the NYTD Outcome Survey in compliance with 45 CFR Part 1356, including data collection and data transmission to the Department.

C-1.1.1 NYTD Outcome: Age 17 BASELINE Population: October 1, 2019 – September 30, 2020

The baseline population is comprised of all youth who are in foster care and reach their 17th birthdays during federal fiscal year 2019-2020 or in every third year thereafter (e.g., 2022-2023, etc.) regardless of whether the youth receives any independent living services (45 CFR 1356.81(b)).

C-1.1.1.1 The Provider shall administer the NYTD Outcome Survey to eligible youth at age 17 in accordance with federal guidelines: The baseline population is comprised of all youth who are in foster care and reach their 17th birthdays during Federal fiscal year 2011 or in every third year thereafter (e.g., 2014, 2017, etc.) regardless of whether the youth receives any independent living services (45 CFR 1356.81(b)). The corresponding data collection requirement at 45 CFR 1356.82(a)(2) specifies that States must collect baseline outcomes information from these youth within 45 days following a 17th birthday, but not before that birthday. The preamble to the Final Rule clarified that a youth does not need to have his or her 17th birthday while in foster care, but "consistent with the data collection rule in section 1356.82(a)(2), the youth must have been in foster care within 45 days following his or her 17th birthday during the specified reporting year" (73 FR 10342).

C-1.1.1.1.1 Youth age 17 excluded from the NYTD Survey: The baseline population excludes youth in detention facilities, forestry camps, training schools, and facilities primarily for the detention of youth adjudicated delinquent. The definition also excludes youth who are in the placement and care responsibility of a tribal agency unless the conditions specified above regarding title IV-E agreements apply. Youth who are at home but in the placement and care responsibility of the state agency also are excluded from the baseline reporting population, whether the State considers this a trial home visit, at-home supervision, after care or some other status. Since these youth are excluded from the baseline population, they are not in the follow-up population either (45 CFR 1356).

C-1.1.1.2 In order to establish the age seventeen (17) year old baseline population, the Department will provide the Provider with the following, at least fifteen (15) calendar days prior to the October 2019 NYTD Outcome Survey Baseline administration launch:

C-1.1.1.2.1 The name of the Department's Office of Child Welfare staff who will be the project management contact for the Federal NYTD Survey.

C-1.1.1.2.2 The name(s) and contact information of each CBC programmatic NYTD lead staff person(s) who will assist in identifying the seventeen (17) year olds considered eligible for inclusion in the baseline population.

C-1.1.1.2.3 The name of each Department's Regional Director or their identified NYTD project representative who will work with the CBC and the Provider to ensure the timeliness and accuracy of identifying the eligible seventeen (17) year old baseline population.

C-1.1.1.3 In order to determine the Federal NYTD eligibility status for the age seventeen (17) year old baseline population, the Provider shall utilize the Florida Safe Family Network (FSFN) reports provided by the Department, and each week, send a list to the CBC programmatic NYTD lead staff person(s) of seventeen (17) year olds identified as living in out of home care under the supervision of their CBC.

C-1.1.1.3.1 Within forty eight (48) hours of receiving the report, the CBC programmatic NYTD lead staff person(s) will identify those youths on the report who meet the federal criteria and should be excluded from the NYTD baseline survey population.

C-1.1.1.4 During the baseline reporting period, the Provider shall report to the Department's Regional Director or their identified NYTD project representative the CBCs that are not responsive to coordination efforts or where address/contact information is incomplete in FSFN and has not been updated as required.

C-1.1.2 NYTD Outcomes Data Collection: NYTD: Age 19 Follow-up Population: October 1, 2018 – September 30, 2019.

C-1.1.2.1 The Provider shall administer the NYTD Outcome Survey in compliance with 45 CFR Part 1356, to young adults identified as part of the age 19 NYTD Outcome Survey follow-up cohort in accordance with federal guidelines: As specified in 45 CFR 1356.81, the follow-up population includes youth who turn age 19 or 21 and who participated in survey data collection as part of the baseline population establishing the "cohort" required to collect outcomes data a specific set of youth over time at ages 17, 19 and 21 utilizing the NYTD Survey Tool. A youth's membership in the NYTD follow-up population at age 19 depends on whether a youth had participated in baseline outcomes data collection at age 17 as described in 45 CFR 1356.82(a)(2).

C-1.1.2.2 The Provider shall administer the NYTD required survey questions utilizing the following methods: telephone, online, social media, and paper. Provider will record the survey responses or document one of the federal exclusion codes for each youth identified as being part of the NYTD age 19 follow-up cohort in accordance with the federal outcome collection timeframes.

C-1.1.2.2.1 Age 19: A Population: Survey period from 10/1/2018 – 3/31/2019

C-1.1.2.2.2 Age 19: B Population: Survey period from 4/1/2019 – 9/30/2019

C-1.1.3 NYTD Outcomes Data Collection: NYTD: Age 21 Follow-up Population: October 1, 2020 – September 30, 2021.

C-1.1.3.1 The Provider shall administer the NYTD Age 21 Follow-up Survey to eligible youth at age 21 in accordance with federal guidelines: As specified in 45 CFR 1356.81. A youth who participated in the data collection at age 17 but not at age 19 for a reason other than being deceased remains a part of the follow-up population at age 21. The federal criteria to describe the youth the State will be required to collect and report outcomes data as members of the age 21 follow-up population is found at 45 CFR 1356.82(a)(3) and 45 CFR 1356.83(e).

C-1.1.3.2 The Provider shall administer the NYTD required survey questions utilizing the following methods: telephone, online, social media, and paper. Provider will record the survey responses or provide one of the federal exclusion codes for each youth identified as being part of the NYTD age 21 follow-up cohort in accordance with the federal outcome collection timeframes.

C-1.1.3.2.1 Age 21: A Population: Survey period from 10/1/2020 – 3/31/2021

C-1.1.3.2.2 Age 21: B Population: Survey period from 4/1/2021 – 9/30/2021

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C-1.1.4 NYTD Survey Outcomes Reporting Status: The Provider shall administer the NYTD required survey questions utilizing the following methods: telephone, online, on paper. Provider will record the survey responses or provide one of the federal exclusion codes for each youth identified during the NYTD survey population period. The following must be reported to the Department on a monthly basis:

Code	Criteria to Apply Code
<p>Incapacitated:</p>	<p>Youth cannot formulate survey responses on their own: Youth is incapacitated [Incapacitating permanent or temporary mental condition]</p> <p>Just because a youth has a disability does not mean they meet the criteria for Incapacitated.</p> <p>Youth can be provided assistance; however the answers must come from the youth.</p> <p>Youth have been identified as meeting the criteria for Incapacitated by the CBC Federal NYTD liaison, case worker, therapist or caregiver in writing (including emails or via telephone).</p>
<p>Declined/ Youth Declined:</p>	<p>Declined: Youth who states that he/she does not wish to take the survey (in writing or verbally) is excluded as "declined."</p> <p>Declined [Passive] Youth who make an appointment to complete a survey yet do not keep the appointment are considered "declined" after a follow-up attempt is declined</p> <p>Declined [Passive] Youth who receive [3] outreach/contact attempts to the correct address and contact number are considered [Passive] declined.</p>
<p>Parent Declined:</p>	<p>Any youth whose parent or caregiver states that he/she does not want the youth to take the survey (in writing or verbally) is considered "parent declined."</p> <p>Additionally, <u>when the Parent or Caregivers make appointments for youth</u> to complete a survey and the appointment is not kept, that youth is considered "parent declined."</p>

<p>Runaway/Missing:</p>	<p>Youth who have been identified as whereabouts unknown are excluded as [Runaway/Missing]</p> <p>The provider must make [3] outreach/contact attempts to the NYTD Liaison or Caseworker to determine if youth's status has changed during the 45 day survey period for youth initially identified as [Runaway/Missing]</p> <p>Required: Verification from the NYTD Liaison or caseworker that the whereabouts of the youth are unknown.</p>
<p>Not Eligible based on Placement:</p>	<p>Youth who are at home but in the placement and care responsibility of the State agency also are excluded from the baseline reporting population, whether the State considers this a trial home visit, at-home supervision, or some other status.</p> <p>Required: Verification from the NYTD Liaison or caseworker that the placement of the youth is at home on a trial home visit, at-home supervision, or some other status.</p>
<p>Youth in the placement/care responsibility of a tribal agency:</p>	<p>Youth are excluded from the survey if they are placed with a tribal agency</p> <p>Required: <u>Date/Name of Person/Relationship & Agency :</u></p> <p>Youth have been identified as meeting the criteria for placement with a tribal agency by the NYTD Liaison or case worker</p>
<p>Deceased:</p>	<p>Youth is deceased</p> <p>Note: Must be verified by NYTD Liaison or caseworker</p>

C-1.1.5 NYTD Technology and Data Transmission Requirement

C-1.1.5.1 Hosting through the National Youth in Transition Database (NYTD) Plus Survey Tool and including all hardware, software required to support the Provider's data center, and sufficient network bandwidth for users to access the system and enter data efficiently for the use of the Survey Tool system by the Department's user community. The Provider shall maintain Department generated pseudo-identifiers for each youth and young adult surveyed. These pseudo identifiers shall not contain information that would reveal the true identity of the youth or young adult.

C-1.1.5.2 The Provider shall provide business analysts and application programmers to resolve ongoing software bug fixes as they are submitted through the third party provider's help desk ticket system and prioritized in consultation with the Department for National Youth in Transition Database (NYTD) Plus Survey Tool software bug fixes, maintenance and enhancement as directed.

C-1.1.5.3 The provider shall Set up a username and password for each youth in the survey population to log in. The user name and password will be the 12 character pseudo ID number assigned by the Department and the youth or young adults date of birth.

C-1.1.5.4 The provider shall ensure all survey questions are available in order for youth to log on and take an individual survey. Each question and data element will be saved in the database and the data will be reported or provided in a form mutually agreeable to the Department for its reporting requirements. The Provider shall ensure the system has the capability to export all captured data to the Department for reporting purposes.

C-1.1.5.5 The Provider shall provide updates to the data dictionary upon implementation of any modifications to the data affecting the accuracy or completeness of the data dictionary in describing the data.

C-1.1.5.6 Ensure maintenance of error free data export to the Department for use in the Florida Safe Families Network (FSFN) system. The Provider shall work with the Department to resolve any problems with the survey record that would prevent meeting the federal submission requirements. Provider will ensure error free pseudo ID number; date of birth with the corresponding finalized survey response data is available to the Department at all times during NYTD survey periods.

C-1.1.5.7 Maintain a single point of contact for the Department in the event of emergency or outage.

C-1.1.5.8 The Provider shall make no changes to URL address, IP address or other changes to the data center without 30 days' notice to the Department in order to avoid data transmission, data export and data access issues.

C-1.1.5.9 The Provider shall comply with the following web-site minimum core requirements:

C-1.1.5.9.1 Maintain a system response time of ninety (90) seconds with the ability to handle a minimum of two-hundred fifty (250) users simultaneously with the average of the slowest 10% of response times being no longer than one-hundred eighty (180) seconds.

C-1.1.5.9.2 If the system response time exceeds the requirements specified above, the Department will review the causes of the system response time requirement failure and waive or partially waive this requirement if the cause of the system response time failure is beyond the control of the Provider.

C-1.1.5.10 The Provider shall maintain access to the service twenty-four (24) hours per day/seven (7) days per week through capacity planning, hardware redundancy, fail-over capabilities, and backup processes.

C-1.1.5.11 Scheduled network hardware or service maintenance shall be provided in writing to the contract manager at least fourteen (14) calendar days in advance of such maintenance and the maintenance shall be completed between 9:00 P.M. and 6:00 A.M., Monday through Friday or 12:00 midnight Saturday to 6:00 A.M. Sunday.

C-1.1.5.12 Other than a failure of the internet or public utility, such service shall provide a downtime threshold not to exceed 1.5% of the total system availability, minus scheduled downtime.

C-1.1.5.13 The system must be cross-platform compatible to work in all browsers and on smart phones.

C-1.1.5.14 The Provider shall not exceed the system downtime requirement as described in Exhibit E, Minimum Performance Measures and shall collect data and submit performance measure results as specified in Attachment 1, Performance Measures Compliance Report and Exhibit E, Minimum Performance Measures.

C-1.1.6 The Provider shall update the NYTD webpage as requested by the Department.

C-1.1.7 Outreach Services

C-1.1.7.1 The provider shall provide outreach services to engage youth, young adults, caregivers, and child welfare professionals during and between survey periods in order to meet the required NYTD reporting requirements. These outreach services shall include at a minimum:

C-1.1.7.1.1 Social Media: Twitter, Face Book, and Instagram and

C-1.1.7.1.2 Email, mail, phone, or face-to-face contacts.

C-1.1.8 The Provider shall provide technical assistance as requested by youth, young adults, caregivers, and child welfare professionals.

C-1.1.9 As set out in Section 1.3.c., the Provider shall use the Department's contract manager as the primary point of contact.

C-1.1.10 As set out in Section 1.3.d., the Provider's representative is the primary point of contact with the Department's contract manager.

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C-2. ADMINISTRATIVE TASKS

C-2.1 Staffing

C-2.1.1 Staffing Levels

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

#	Position Title
1.	
2.	
3.	
4.	

C-2.1.2 Professional Qualifications

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

C-2.2.3 Staffing Changes

C-2.2.3.1 Upon change or vacancy in any of the FTE staff positions described in **Section C-2.1.1**, Staffing Levels, the Provider shall notify the contract manager, in writing, within five (5) calendar days of the change or vacancy.

C-2.2.3.2 Any change in the Provider Representative, identified in **Section 1.2.3**, shall be provided by the Provider to the Department's contract manager, immediately, in writing.

C-2.2 Subcontracting

C-2.2.1 This contract allows the Provider to subcontract for the provision of all services under this contract, subject to the provisions of **Section 4.2.2**. The subcontractor at any tier level must comply with the E-Verify clause as subject to the same requirements as the Provider. Written requests by the Provider to subcontract for the provision of services under this contract shall be routed through the contract manager for Department approval.

C-2.2.2 The request to subcontract shall be reviewed and if approved, approval shall be in writing by the contract manager prior to procurement of the subcontract. Payment to the Provider shall not be authorized until contract manager approval is obtained.

C-2.2.3 A copy of each executed subcontract shall be provided to the contract manager within ten (10) calendar days of the execution date of the subcontract. Payment to the Provider shall not be authorized until contract manager is in receipt of each executed Subcontract.

C-2.2.4 The contract manager shall review any request to amend any subcontract prior to the execution of the amendment if approved, approval shall be in writing.

C-2.2.5 A copy of each subcontract amendment shall be provided to the contract manager within ten (10) calendar days of the execution date of the subcontract amendment.

C-2.2.6 The Department's agreement to allow these services to be subcontracted does not in any way alter the Provider's responsibility to the Department for all work performed under this contract.

C-2.3 Records and Documentation

C-2.3.1 The Provider shall maintain and deliver the following records and completed documentation to the Contract Manager:

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

C-2.3.2 All source documents or supporting documentation used to determine compliance with performance measures and deliverables;

C-2.3.3 Copies of travel logs and requests for reimbursement for staff travel, including Authorization to Incur Travel DFS-AA-13 Voucher for Reimbursement of Traveling Expenses DFS-AA-15;

C-2.3.4 For each staff paid in part or in whole with these contract funds:

C-2.3.4.1 Annual original signed and dated Security Agreement Form CF-114.

C-2.3.4.2 Copies of employment screening results for each staff who meets the requirements to be screened for employment.

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C-2.4 Reports (programmatic and to support payment)

The Provider shall deliver the following reports to the Contract Manager to document the completion of deliverables, as specified in **Exhibit D**, which shall be received by the Contract Manager, prior to or concurrent with the Request for Payment, and approved by the Contract Manager, prior to authorizing payment for state fiscal years 2018-2019 through, 2022-2023, in accordance with the listed schedule. If the due date for a report falls on a state holiday or weekend, the report will be due the next business day.

REPORTS FOR FISCAL YEAR				
#	Title	Due Date	# Copies	Contents
1.	Performance Measure Compliance Report	By the 10 th calendar day of the month for the previous month	1 electronic to Contract Manager	See Attachment 1
2.	Monthly Activity Report	By the 10 th calendar day of each calendar month for the previous calendar month	2 hard	1) Summary of the export file; and 2) Number of users accessing and using the online Community-Based Care and Circuit summary report .

C-2.4.1 Acceptance of required reports shall constitute a separate act and must be approved by the Contract Manager as such. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the limits set forth in this contract. The Provider shall, without additional compensation, correct or revise any incomplete, inadequate, or unacceptable reports.

C-2.4.2 The Provider shall work with the Department to ensure the reliability of data collected through established reporting formats appropriate to the program.

C-2.4.3 The Department, at its option, may allow additional time for the Provider to remedy the objections noted by the Department, or the Department may, after giving the Provider a reasonable opportunity to make a report complete, adequate, or acceptable to the Department declare this contract to be in default.

C-2.4.4 Extensions of due dates for reports, documents, and deliverables as outlined in this contract shall be granted to the Provider upon prior written request from the Provider and with approval by the contract manager.

C-3 Provider Responsibilities

C-3.1 Provider Unique Activities

The Provider shall be solely and uniquely responsible for the satisfactory performance of the tasks, activities, and deliverables as described in this contract. By execution of this contract, the Provider recognizes its singular responsibility for the tasks, activities, and deliverables described herein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and shall be fully accountable for the performance thereof.

C-3.2 Coordination with other Providers, Entities, or Subcontractors does not relieve the Provider of any accountability for tasks, activities, deliverables, or services the Provider is obligated to perform pursuant to this Contract.

C-3.3 Covered Data

The following summary of key security standards are applicable to all data covered by Federal or State laws or regulations. The following list is not intended to be, and is not, exhaustive. The Provider must comply with all security requirements related to Covered Data and any other State of Florida data provided to, or collected by, the Provider acting on behalf of the Department as its contractor. Further, the Provider's employees, subcontractors, agents, or other affiliated third party persons or entities, as well as contracted third parties, must meet the same requirements of the Provider under this contract and all agreements with the Provider's employees, subcontractors, agents, contractors or other affiliated persons or entities shall incorporate the terms and conditions of data security into any contractual relationships established:

C-3.3.1 The Provider's own systems and premises shall be subject to inspection by the Department's representatives at any time to verify compliance with security requirements.

C-3.3.2 Any data communications involving the Department may also be monitored by Department security or systems personnel for compliance with these requirements or misuse of the systems.

C-3.3.3 In the event that the Provider is allowed to electronically connect to any of the Department's facilities, the Department may suspend or revoke that connection at any time without notice if the Department has reason to believe that the security of the Department's systems may be compromised by a continuation of that connection.

C-3.3.4 The Department may require the Provider to accurately complete a self-audit questionnaire relating to the electronic information systems the Provider and any subcontractors or affiliates participating under this contract use.

C-3.3.5 Material security violations or improper information disclosures shall constitute sufficient grounds for a determination that the contract has been breached.

C-3.3.6 Access Controls

C-3.3.6.1 Viewing and modification of Covered Data must be restricted to authorized individuals as need for business related use.

C-3.3.6.2 Unique authorization is required for each person permitted access to Covered Data and access must be properly authenticated and recorded for audit purposes, including HIPAA audit requirements.

C-3.3.6.3 Access to all Covered Data provided to the Provider's employees, subcontractors, contractors, agents, or other affiliated persons or entities must meet the same requirements of the Provider under this contract and all agreements with same shall incorporate the terms and conditions of data security in the access authorization.

C-3.3.7 Copying/Printing (applies to both paper and electronic forms):

C-3.3.7.1 Covered Data should only be printed when there is a legitimate need.

C-3.3.7.2 Copies must be limited to individuals authorized to access the Covered Data and have a signed CF114 on file with the Department.

C-3.3.7.3 Covered Data must not be left unattended.

C-3.3.8 Network Security:

C-3.3.8.1 All electronic communication including, but not limited to, Covered Data between the Provider and the Department shall use compatible, industry standard File Transfer Protocol software, using data encryption or a Virtual Private Network connection to ensure a secure file transfer at no additional cost to the Department.

C-3.3.8.2 Covered Data must be protected with a network firewall using "default deny" rule set required.

C-3.3.8.3 Servers hosting the Covered Data cannot be visible to the entire Internet, nor to unprotected subnets.

C-3.3.9 Physical Security (Servers, laptops and remote devices on which Covered Data is stored) (For purposes of these standards, mobile devices must be interpreted broadly to incorporate current and future devices which may contain or collect Covered Data.):

C-3.3.9.1 The computing device must be locked or logged out when unattended.

C-3.3.9.2 Servers must be hosted in a secure data center hardened according to relevant security standards, industry best practices and Department security policies.

C-3.3.9.3 Physical access to servers containing Covered Data must ensure physical access is monitored, logged and limited to authorized individuals twenty-four (24) hours a day, seven (7) days a week.

C-3.3.9.4 Routine back up of Covered Data is required and backed up Covered Data must be stored in a secure off-site location.

C-3.3.10 Data Storage

C-3.3.10.1 Storage of Covered Data on a secure server in a secure data center according to relevant security standards, industry best practices and Department security policies is required.

C-3.3.10.2 Covered Data stored on individual workstations or mobile devices must use whole disk encryption. Encryption of backup media is similarly required to be encrypted.

C-3.3.10.3 Covered Data is not to be transmitted through e-mail or social networking sites unless encrypted and secured with a digital signature.

C-3.3.11 The Provider must meet all of the Department and State requirements for individual employee security, information security, and physical security of all non-public data in the possession of the Provider.

C-3.3.12 The Provider acknowledges that all Covered Data, other data and Department content uploaded to the Provider's servers, workstations or mobile devices from the Department, or made accessible to the Provider's servers, workstations or mobile devices or personnel remains the property of the Department.

C-3.3.13 Termination Provisions related to Covered Data:

Within thirty (30) days after the termination or expiration of this contract for any reason, the Provider shall either: return or physically or electronically destroy, as applicable, all Covered Data provided to the Provider by the Department, including all Covered Data provided to the Provider's employees, subcontractors, agents, or other affiliated persons or entities according to the standards enumerated in Department of Defense document D.O.D. 5015.2; or in the event that returning or destroying the Covered Data is not feasible, provide notification of the conditions that make return or destruction not feasible, in which case, the Provider must continue to protect all Covered Data that it retains and agree to limit further uses and disclosures of such Covered Data to those purposes that make the return or destruction not feasible as the Provider maintains such Covered Data. This includes any and all copies of the data such as backup copies created at any Provider site. Upon request by the Department, made before or within sixty (60) days after the effective date of termination, the Provider will make available to the Department for a complete and secure (i.e. encrypted and appropriated authenticated) download file of Department Covered Data in the Department's required format including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format. The downloaded file shall include all Covered Data provided to the Provider's employees, subcontractors, agents, or other affiliated persons or entities must also comply with this requirement. The Provider's employees, subcontractors, agents, or other affiliated persons or entities must be available throughout this period to answer questions about data schema, transformations, and other elements required to fully understand and utilize the Department's data file.

EXHIBIT D – DELIVERABLES

D-1. DELIVERABLES

D-1.1 Service Units

A unit of service is described in **Exhibit F**, Method of Payment. Each unit of service shall be delivered in accordance with the terms and conditions of this contract and performed in a manner acceptable to the Department.

#	Title	Due Date	# of Copies	Contents
1.	Data Dictionary	Original: Within 45 calendar days of contract start date Updates: Within 30 calendar days after implementation of any modifications to the data	2 hard and 1 electronic or downloadable link and notification of updates	As described in Section C-1.2.3.10, to include but not limited to: 1) Description of data structures; tables; table linkages; elements; element mapping, codes and values; and 2) An entity relationship diagram
2.	NYTD Review Project Management Plan	Initial Plan - within 7 days after the start date of the contract Monthly Updates - by the 15 th day of each month for the upcoming month's plans and the previous month's activities.	2 hard copies	To include, but not be limited to: 1) Short and Long Term Planned Outreach Activities; 2) Staff Responsible; 3) Due Dates; 4) Completion Dates and Status/Outcomes 5) Training Delivery Schedule and Completion; 6) Survey Launch Dates; 7) Data Collection Activities 9) Survey Activities and Processes; and 10) Summary of the export file
3.	Monthly Activity Report	Due by the 15 th calendar day of each calendar month for the previous calendar month.	2 hard copies	See Attachment 3
46.	Monthly Performance Measures Compliance Report	By the 15 th calendar day of each calendar month for the previous calendar month	2 hard copies	See Attachment 1

D-2. MINIMUM LEVEL OF SERVICE FOR DELIVERABLES

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

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

D-2.1.2 Evidence of proper completion of each deliverable through submission of required documentation set out in **Exhibit D-1**.

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

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EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1 MINIMUM PERFORMANCE MEASURES

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

E-2 PERFORMANCE EVALUATION METHODOLOGY

E-2.1 Mathematical Formula - For Mathematical Formula, see **Attachment 1, Performance Measure Compliance Report**.

E-2.2 Collection Methodology - For Collection Methodology, see **Attachment 1, Performance Measure Compliance Report**.

E-2.3 Performance Standards Statement

Performance Standards Statement: By execution of this contract, the Provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth in this contract. If the Provider fails to meet these standards, the Department will impose financial consequences as outlined in **Exhibit F1**. If performance deficiencies are not resolved to the satisfaction of the Department within a reasonable period, not to exceed six (6) months, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department must terminate the contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances.

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EXHIBIT F - METHOD OF PAYMENT

F-1. This is a fixed price (unit cost) contract. The Department will pay the Provider for the delivery of service units provided in accordance with the terms and conditions of this contract for a total dollar amount not to exceed for State Fiscal Year 2018-2019; for State Fiscal Year 2019-2020; \$_____ for State Fiscal Year 2020-2021; _____ for State Fiscal Year 2021-2022, and _____ for State Fiscal Year 2022-2023, for a total contact amount of \$_____, subject to the availability of funds.

F-1.1 For the period of October 1, 2018 through September 30, 2023, the Department will pay for the service units at the unit prices and limits for each State Fiscal Year listed below, subject to the availability of funds:

#	Service Units	Deliverable Due Date	Unit Price	Maximum # of Units	Total
Total Contract Amount State Fiscal Year 2018-2023					\$ _____

F-2. Invoice Requirements

- F-2.1 The Provider shall request payment on a monthly basis through submission of a properly completed invoice and Monthly Request for Payment, **Attachment 2**, within ten (10) calendar days following the month for which payment is being requested.
- F-2.2 Payments may be authorized only for service units on the invoice, which are in accord with the above list, and other terms and conditions of this contract. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by this contract.
- F-2.3 Notwithstanding the provisions of s. 215.422(1), F.S., the Department shall have ten (10) working days to inspect and approve the Request for Payment.

F-3.

F-4. Service Delivery Documentation Requirements

- F-3.1 The Provider shall maintain records documenting the total number of recipients and names (or unique identifiers) of recipients to whom services were provided and the date(s) that the services were provided so that an audit trail, documenting service provisions, can be maintained.
- F-3.2 **Restriction of Expenditures:** Items expressly prohibited from purchase with these contract funds include, but are not limited to, flowers, awards or plaques, meals (excluding meals associated with travel per Chapter 112, Florida Statutes) including bottled water, snacks, refreshments, entertainment, and promotional items that do not have a specific statutory authority including, but not limited, to ribbons and wrist bands.
- F-3.3 **Expenditures:** Expenditures shall meet the minimum requirements established by the Department of Financial Services, Division of Accounting and Auditing, Bureau of Auditing, Reference Guide for State Expenditures, which is available at the Department of Financial Services web site.

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

- F1-1.1** In addition to the financial penalties set out in Rule 65-29.001, F.A.C., for failure to comply with a requirement for corrective action, the Department shall assess financial consequences for failure to meet the performance measures outlined in **Attachment 1, Performance Measure Compliance Report**. Financial consequences shall be applied based upon the remedies identified in **Attachment 1**.
- F1-1.2** Upon the Department's decision to impose financial consequences, written notification will be sent to the Provider. Notification will outline the performance measures for which financial consequences are being imposed, the Department's Manager will deduct the amount of financial consequences imposed from the Provider's next monthly invoice as specified in the written notification.
- F1-1.2.1** In the event that an extenuating circumstance beyond the control of the Provider affects the timely submission of a service unit, the Provider may request an extension of that specific due date as follows:
- F1-1.2.1.1** Extenuating circumstances will not be considered for the late submission of the final invoice as described in **Section 3.3.2**.
 - F1-1.2.1.2** The Provider's representative possessing contract signature authority shall attest to and document the extenuating circumstance to the Contract Manager by the specified due date of the deliverable or service unit on Provider letterhead.
 - F1-1.2.1.3** This written request shall detail the steps that the Provider has put into place to submit the required deliverable or service unit timely and provide a specific proposed due date for submission of the late deliverable or service unit.
 - F1-1.2.1.4** This individual shall also detail the steps to avoid a future recurrence of such extenuating circumstance.
 - F1-1.2.1.5** Submission of said attestation to the Contract Manager does not constitute acceptance of the attestation.
 - F1-1.2.1.6** It is specifically intended by the parties that acceptance, in writing by the Contract Manager, of the required attestation documenting the extenuating circumstance beyond the control of the Provider shall constitute a separate act and shall occur, if at all, within seven (7) calendar days following receipt of the attestation.
 - F1-1.2.1.7** Barring Department acceptance of extenuating circumstances beyond the control of the Provider, the Department's Contract Manager shall assess financial consequences against the Provider for each performance measure not met.
- F1-1.3** Submission of an unacceptable invoice, supporting documentation, or report:
- F1-1.3.1** An unacceptable invoice or supporting documentation contains inaccurate or incomplete information or supporting documentation as specified in **Exhibit F, Method of Payment**.
 - F1-1.3.2** An unacceptable report contains inaccurate or incomplete information or data and relates to any report the Provider is required to submit. The report may relate to tasks, activities, deliverables, data collection or analysis, or performance measures as specified in **Section C-2.4, Reports**.
 - F1-1.3.3** Financial Consequences will be assessed for the month that performance measures are not met.
- F1-1.4** Additional financial consequences will not exceed five (5) percent of the total invoice during any invoice period.

ATTACHMENT 1

Monthly Performance Measure Compliance Report

Reporting Period From: _____ to _____

#	Performance Measure	Collection Methodology	% Compliance for the Month	Financial Consequence (FC)	FC Applied
1.	The Provider shall administer the NYTD Outcome Survey to 100% of the applicable population of youth/young adults each month	The provider shall complete data collection on the established Baseline and Follow-up participant population by collaborating with the Department and CBC lead agency in efforts to contact eligible youth and young adults to complete the survey, establishing the cohort required for ongoing outcome data		Financial Consequences in the amount of \$___ will be assessed to each performance measure not met.	
2.	The web-site shall be available to the users 24 hours per day, 7 days a week with a downtime threshold, not to exceed 1.5% hours of total system availability minus scheduled downtime	Percentage shall be calculated by dividing the total number of hours of scheduled downtime by the total number of hours of system availability		Financial Consequences in the amount of \$___ will be assessed to each performance measure not met.	
3.	A minimum 250 of Outreach Services (activities) to Caregivers, Child Welfare Professionals, Youth or Young Adults each month	Services shall be documented in the Monthly Activity Report and submitted to the Contract Manager		Financial Consequences in the amount of \$___ will be assessed to each performance measure not met.	

Name of Person Completing Form

Signature of Person Completing Form

Date

ATTACHMENT 2

Request for Payment

STATE FISCAL YEAR 2018-2019 through 2022-2023

PROVIDER NAME: _____
 ADDRESS: _____

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

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

#	Service Dates From: To:	UNIT OF SERVICE	UNIT PRICE	# UNITS MAXIMUM	# UNITS BILLED	# UNITS BALANCE	AMOUNT REQUESTED	CONTRACT BALANCE
1.								
2.								
3.								
4.								
5.								
6.								
7.								
							TOTAL REQUEST	

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

 Original Authorizing Signature

 Title

 Date

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

ATTACHMENT 3
MONTHLY ACTIVITY REPORT
State Fiscal Year

Time Period Covered by the Report: From (mm/dd/yy): _____ To (mm/dd/yy): _____

	Outcome	State Fiscal Year						YTD Total
		Jan	Feb	Mar	Apr	May	Jun	
1.	Caregivers who received Outreach Services (specify by type) (unduplicated)							
2.	Child Welfare Professionals who received Outreach Services							
3.	Baseline youth who received Outreach Services via Monthly Contact (specify by type) (unduplicated)							
4.	Follow-up young adults who received Outreach Services via Monthly Contact (specify by type) (unduplicated)							
5.	Baseline youth who participated in the survey							
6.	Follow-up young adults who participated in the survey							
7.	Baseline youth who have an identified exclusion code of "incapacitated"							
8.	Follow-up young adults who have an identified exclusion code of "incapacitated"							
9.	Baseline youth who have an identified exclusion code of "declined"							
10.	Follow-up young adults who have an identified exclusion code of "declined"							
11.	Baseline youth who have an identified exclusion code of "parent declined"							
12.	Follow-up young adults who have an identified exclusion code of "parent declined"							
13.	Baseline youth who have an identified exclusion code of "runaway/missing"							
14.	Follow-up young adults who have an identified exclusion code of "runaway/missing"							
15.	Baseline youth who have an identified exclusion code of "not eligible based on placement"							

16.	Follow-up young adults who have an identified exclusion code of "not eligible based on placement"							
17.	Baseline youth who have an identified exclusion code of "youth in the placement/care responsibility of a tribal agency"							
18.	Follow-up young adults who have an identified exclusion code of "youth in the placement/care responsibility of a tribal agency"							
19.	Baseline youth who have an identified exclusion code of "Deceased"							
20.	Follow-up young adults who have an identified exclusion code of "Deceased"							
21.	Baseline youth who have been identified as receiving transitional services							
22.	Follow-up young adults have been identified as receiving transitional services							
23.	Baseline youth identified as residing in licensed care settings							
24.	Follow-up young adults identified as residing in licensed care settings							
25.	Baseline youth identified as residing in non-licensed settings							
26.	Follow-up young adults identified as residing in non-licensed settings							

Name of Person Completing Form

Signature of Person Completing Form

Date

ATTACHMENT 4

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

MONITORING

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

AUDITS

PART I: FEDERAL REQUIREMENTS

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

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

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

PART II: STATE REQUIREMENTS

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

In the event the recipient expends \$500,000 or more (\$750,000 or more for fiscal years beginning on or after July 1, 2016) in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 (less than \$750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining

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

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) See page 1, CF Standard Contract 2018, Section 1.2.4.
- B. Department of Children & Families (1 electronic copy and management letter, if issued)

Office of the Inspector General
Single Audit Unit
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700

Email address: HOW.IG.Single.Audit@myflfamilies.com

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

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

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

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

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

Email address: flaudgen_localgovt@aud.state.fl.us

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

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

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.

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

PART IV: RECORD RETENTION

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

ATTACHMENT 5

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

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

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

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

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

Signature: _____

Date: _____

Application or Contract ID Number: _____

Name of Authorized Individual Application or Contractor: _____

Address of Organization: _____

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