

EXHIBIT A – SPECIAL PROVISIONS***CONTRACT DELIVERABLES AND PERFORMANCE MEASURES WILL BE NEGOTIATED UPON AWARD OF THE CONTRACT***

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

A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

The following section 1.4.1.1 is added

1.4.1.1. Program of Service Specific Terms

- 1.4.1.1.1. Caregiver – The parent, legal custodian, permanent guardian, adult household member, or other person responsible for a child's welfare, as defined in Chapter 39, Florida Statutes.
- 1.4.1.1.2. 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.
- 1.4.1.1.3. Cost Barriers - Financial obstacles associated with costs of licensure and costs incidental to licensure that prevent a youth from obtaining or continuing employment or educational goals.
- 1.4.1.1.4. Full Time Equivalent (FTE) – A position whose total time worked in a week equals forty hours.
- 1.4.1.1.5. Group Home - A residential child-care setting that provides 24-hour-supervision in a home-like environment.
- 1.4.1.1.6. Licensed out-of-home foster care – Care for youth placed in a family foster or group home licensed or approved by the Department.
- 1.4.1.1.7. Permanency Status – The status by which the youth reaches their permanency goal as defined in section 39.01(52), Florida Statute.
- 1.4.1.1.8. Region/Circuit – A territorial division pertaining to a geographical service area of the department. There are six (6) regions that are divided into twenty (20) circuits.
- 1.4.1.1.9. Residential Program - A licensed residential care setting that provides 24-hour care for children in facilities maintained for that purpose. They include but are not limited to, maternity homes, runaway shelters, group homes that are administered by an agency, emergency shelters that are not in private residences, and wilderness camps.

A-2. STATEMENT OF WORK

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

A-3. PAYMENT, INVOICE AND RELATED TERMS

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

A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

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

A-5. RECORDS, AUDITS AND DATA SECURITY

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

A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

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

A-7. OTHER TERMS

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

A-8. FEDERAL FUNDS APPLICABILITY

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

A-9. CLIENT SERVICES APPLICABILITY

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

EXHIBIT B - SCOPE OF WORK**B-1. SCOPE OF SERVICE**

The Provider will operate a program to pay the cost of driver's education, licensure and other costs and services related to licensure, and motor vehicle insurance for eligible youth, per section 409.1454, Florida Statutes.

B-2. MAJOR CONTRACT GOALS

B-2.1. To provide eligible youth, per section 409.1454, Florida Statutes:

B-2.1.1. Access to the completion of driver's education courses;

B-2.1.2. Access to pay the cost of their driver' education, including licensure and incidentals to licensure; and

B-2.1.3. Access any available subsidies for motor vehicle insurance.

B-3. SERVICE AREA/LOCATIONS/TIMES

B-3.1. Services will be rendered statewide.

B-3.2. The Provider's administrative offices shall be located at the address specified in the CF Integrated Contract 2016, **Section 1.2.3.**

B-3.3. The Provider's administrative offices shall be open from **9:00 A.M.** to **5:00 P.M.**, Eastern Standard Time, Monday through Friday, with the exception of state holidays.

B-3.4. The Provider shall notify the Contract Manager, in writing, thirty (30) calendar days in advance of any changes in the street or mailing address, telephone number, electronic mail address, or facsimile number that affects the Department's ability to contact the Provider.

B-4. CLIENT ELIGIBILITY

B-4.1. Per section 409.1454(4), Florida Statutes, eligible youth include:

B-4.1.1. Youth in out-of-home care;

B-4.1.2. Youth who have reached permanency may receive services up to 6 months after the date they reach permanency;

B-4.1.3. Youth in out-of-home care who turn 18 years of age may receive services up to 6 months after the date they turn 18 years; or

B-4.1.4. Youth who are continuing in care under section 39.6251, Florida Statutes.

B-4.1.4.1. Youth continuing in care under section 39.6251, Florida Statutes, must demonstrate that such costs are creating barriers for obtaining employment or completing educational goals.

B-4.2. Youth must also be eligible to obtain licensure pursuant to Chapter 322 Florida Statutes.

B-5. CLIENT DETERMINATION

The Provider will make the initial determination of eligibility and the Department will make the final determination in the event of a dispute.

B-6. EQUIPMENT

No equipment, property, or information technology resources shall be purchased with these contract funds. The Provider shall furnish sufficient equipment, property, and information technology resources to deliver the described services.

B-7. CONTRACT LIMITS

Services in addition to those required by the express provisions of this Contract shall be deemed gratuitous and without charge to the Department.

EXHIBIT C - TASK LIST

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

C-1. SERVICE TASKS

C-1.1. **Development and Submission of Keys to Independence Program Plan.** The Provider will develop and submit for Department review and approval no later than ___ days from the effective date of this Contract. The plan shall include following components for operating and administering the program:

C-1.1.1. **Management Activities.** The Provider is required to have effective management and oversight of the program from a statewide perspective. The Provider shall:

C-1.1.1.1. Develop procedures for taking applications and determining eligibility, including responsibilities for the youth and caregivers;

C-1.1.1.2. Review and approval applications for potential eligible youth. The Provider shall have no more than 30 days to review each application once they receive it and contact the applicant to provide the eligibility determination;

C-1.1.1.3. Propose application and payment forms and procedures for processing payments for driver's education, learner's expenses, license expenses, and driver's insurance expenses and related materials; and

C-1.1.1.4. Use either or all of the following procedures to make driving courses and licensure available:

C-1.1.1.4.1. Contract with a commercial driving school licensed under Chapter 488, Florida Statutes;

C-1.1.1.4.2. Contract with an instructor certified under the provisions of Chapter 488, Florida Statutes;

C-1.1.1.4.3. Reimburse for expenses paid by caregiver or youth for driver's education; or

C-1.1.1.4.4. Reimburse for expenses related to public or private high school driver's education courses.

C-1.1.2. **Subcontracting and Coordination.** The Provider shall initiate a statewide service, with effective subcontracting and meaningful coordination with all Lead Agencies, providers, and local partners. The Provider shall:

C-1.1.2.1. Develop procedures for providing technical assistance to Lead Agencies, providers, group homes, external stakeholders and residential programs to support removing obstacles that prevent eligible youth from driving;

C-1.1.2.2. Create a detailed plan to develop and maintain community collaborative partnerships to link support services to eligible youth; and

C-1.1.2.3. Develop a plan for receiving community support for resources tailored for the program, such as driver's education and insurance products.

C-1.1.3. **Marketing and Outreach.** In order to raise awareness of existing services to the state, the provider will publicize the program and engage in outreach. The Provider shall develop:

C-1.1.3.1. An effective marketing strategy designed to reach youth, caregivers, service providers, and Lead Agencies, with an emphasis on how a driver's license can improve the ability to become self-sufficient and achieve independence;

C-1.1.3.2. Procedures for notifying eligible youth, caregivers, group homes, and residential programs of the availability and characteristics of the program; and

C-1.1.3.3. A detailed plan for recruiting.

C-1.1.4. **Incentives to Youth in Program.** The Provider shall provide incentives for youth in the program to encourage the greatest number of eligible youth to obtain driver's licenses. The incentives must be reviewed and approved by the

Department. The maximum dollar amount for each incentive cannot exceed \$50.00, and a youth may not receive more than a total of \$200.00 worth of incentives during the time of their program eligibility.

C-1.1.5. Administrative Components. The Provider shall adopt effective administrative procedures to effectively attain the contract goals. The Provider shall develop:

C-1.1.5.1. A staffing plan for each State Fiscal Year of the contract due by _____, describing the number, qualifications and duties of the Provider's staff under this Contract.

C-1.1.5.2. A subcontracting plan describing the scope, approach, and method of recruiting subcontractors, processes for placing them under contract, and methods of ensuring their performance in accordance with this Contract.

C-1.1.5.3. A list and description of the various records and documentation that the Provider and its subcontractors will maintain.

C-1.1.5.3.1. The Provider shall keep record of the Lead Agency by which the eligible youth is being served and the youth's eligibility category.

C-1.1.5.3.2. The Provider shall keep documentation of the milestones that each participating youth has achieved while in the program. The participating youth may self-report their milestones to the Provider. These milestones include but are not limited to a youth who:

C-1.1.5.3.2.1. Has started taking the 4-hour Traffic Law & Substance Abuse Course;

C-1.1.5.3.2.2. Has completed the 4-hour Traffic Law & Substance Abuse Course;

C-1.1.5.3.2.3. Is eligible for taking the learner's license exam and apply for learner's license;

C-1.1.5.3.2.4. Has received their learner's license;

C-1.1.5.3.2.5. Has started taking a comprehensive driver's education course;

C-1.1.5.3.2.6. Has completed a driver's education course, when eligible;

C-1.1.5.3.2.7. Is eligible to apply for a driver's license;

C-1.1.5.3.2.8. Has received their driver's license; and

C-1.1.5.3.2.9. Has been reimbursed for car insurance.

C-1.1.5.4. A Penetration Report. The Provider will utilize FSFN Data and report quarterly on:

C-1.1.5.4.1. Total number of potentially eligible youth by CBC/Region/Circuit/County;

C-1.1.5.4.2. Number of enrolled applications by CBC/Region/Circuit/County;

C-1.1.5.4.3. Youth eligibility status (Foster Homes, Group Homes, relative care, non-relative care, Reached Permanency, 18 years old, or Extended Care);

C-1.1.5.4.4. Percentage enrolled of the total potentially eligible youth;

C-1.1.5.4.5. Number of learner's licenses received;

C-1.1.5.4.6. Percentage of learner's licenses received;

C-1.1.5.4.7. Number of driver's licenses received; and

C-1.1.5.4.8. Percentage of driver's licenses received.

This report will highlight the regions experiencing a low participation rate. The Provider will use this data to develop their marketing strategy and their procedures for technical assistance.

C-1.2. Implementation of Approved Keys to Independence Program Plan. Upon Department approval, the Keys to Independence Program Plan is incorporated into this contract by reference, as if fully set forth herein. The Provider will thereafter implement the approved Keys to Independence Program Plan and perform all tasks set forth in the approved Plan, according to the terms thereof.

C-1.2.1. The Provider shall update the Keys to Independence Program Plan each State Fiscal Year of the contract due _____, describing updates and modifications to the Service Tasks listed in C-1 above.

C-2. ADMINISTRATIVE TASKS

C-2.1. Staffing

C-2.1.1. Staffing Levels.

C-2.1.1.1. The Provider shall maintain the following full-time equivalent positions to consistently and reliably provide the required services.

State Fiscal Years 2017-2018, 2018-2019, 2019-2020, & 2020-2021

#	Position Title	% FTE
1.		
2.		

C-2.1.1.2. Provider Representative Position: The Provider shall have a representative, as identified in **Section 1.2.3**, assigned to administer all aspects of the contract.

C-2.1.2. Professional Qualifications

C-2.1.2.1. The minimum qualifications of staff described in **Section C-2.1** 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's position description narratives shall be updated upon new employee and annually _____ of each State Fiscal Year of the contract. The Provider is required to employ staff meeting the above described position description requirements to perform the tasks set out herein.

C-2.1.2.2. Volunteer/Intern Screening. The Provider shall ensure volunteers and interns who meet the requirements to be screened under the statutes set forth in this paragraph, are of good moral character and meet the Level 2 Employment Screening standards as specified in sections 435.04, 110.1127, F.S., and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

C-2.1.2.2.1. Employment history checks;

C-2.1.2.2.2. Fingerprinting for all criminal record checks;

C-2.1.2.2.3. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

C-2.1.2.2.4. Five year FDLE re-screening;

C-2.1.2.2.5. Federal criminal records checks from the Federal Bureau of Investigation via the FDLE; and

C-2.1.2.2.6. Security background investigation, which may include local criminal record checks through local law enforcement agencies.

C-2.1.2.3. The Provider shall sign an affidavit each state fiscal year for the term of the Contract stating all required volunteers and/or interns have been screened or the Provider is awaiting the results of screening.

C-2.1.2.4. All interns working with the Departments' Child Welfare program shall adhere to the same standards of confidentiality and information security especially involving the access, transport or storing of sensitive and confidential information.

C-2.1.2.5. Prior to authorizing an intern's access to FSFN, verification is to be obtained that the intern has completed all required security and confidentiality training and has reviewed all relevant operating procedures and policy, including, but not limited to, Security Awareness Training, HIPPA Training, and the Department's Security Agreement Form (CF 1114). Documentation of these requirements will be maintained in the intern's personnel file. Department policies on Security of Data and Information Technology Resources, Confidentiality of Client Records and Security (CFOP 50-2) shall apply to all interns with access to FSFN.

C-2.1.2.6. Violation of security requirements may result in an intern's dismissal from the internship program.

C-2.1.3. Staffing Changes.

C-2.1.3.1. The Provider shall notify the Department's Contract Manager in writing within five (5) calendar days of any key staffing changes. Notification of a staff vacancy shall include information identifying the person(s) assuming the responsibilities of the vacant position. When the vacant position is filled, the Provider shall notify the Department's Contract Manager in writing of the identity of the new staff person.

C-2.1.3.2. The Provider shall staff the project with key personnel, which are considered by the Department to be essential to this Contract. Prior to diverting any of the proposed individuals from the project, the Provider shall notify and obtain written approval from the Department's Contract Manager of the proposed substitution. Written justification shall include documentation of the circumstances requiring change and a list of the proposed substitutions in sufficient detail to permit evaluation of the impact on the services.

C-2.1.3.3. The Department, at its option, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel. Any such substitution shall be made only after consultation with the Contract Manager.

C-2.1.3.4. The Provider shall replace any employee on the project whose continued presence would be detrimental to the success of the project, as determined by the Department, with an employee of equal or superior qualifications. The Department shall exercise exclusive judgment in this matter.

C-2.1.3.5. Any change in the Provider Representative identified in **Section 1.2.3**, shall be provided by the Provider to the 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 4.3 of this Contract. 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 and, 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.

The Provider shall maintain the following records and documentation:

ADMINISTRATIVE DOCUMENTS				
#	Title	Due Date	# Copies	Contents
1.	General Liability Insurance	Due on or prior to Contract begin date and annually for the term of the Contract	1 hard	Certification of Insurance
FEDERAL DOCUMENTS				
#	Title	Due Date	# Copies	Contents
2.	Civil Rights Checklist	Due on or prior to Contract begin date and annually for the term of the Contract	1 hard	CF 0946
3.	Federal Funding Accountability and Transparency Act	Due on or prior to Contract begin date and annually for the term of the Contract	1 hard	CF 1111
FISCAL DOCUMENTS				
#	Title	Due Date	# Copies	Contents
4.	Financial and Compliance Audit			

C-2.3.1. All source documents or supporting documentation used to determine compliance with performance measures and deliverables.

C-2.3.2. Copies of time documentation, for each staff paid in whole or in part with these Contract funds, to support staff effort.

C-2.3.3. Copies of travel logs and requests for reimbursement for staff travel. 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 CF1114.

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

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** that shall be received by the Contract Manager prior to the Request for Payment and Monthly Expenditure Report and Request for Reimbursement and approved by the Contract Manager prior to authorizing payment for state fiscal years **2017-2018, 2018-2019, 2019-2020, and 2020-2021** in accordance with the listed schedule. If the due date for the 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	TBD	TBD	
2.	Quarterly Cost Reconciliation Report	TBD	TBD	
3.	Monthly Expenditure Report and Request for Reimbursement	TBD	TBD	

4.	Request for Payment	TBD	TBD	
5.	Annual Keys to Independence Program Plan Report	TBD	TBD	A report that evaluates the success of and outcomes achieved by the program.
6.	Monthly Activity Report	TBD	TBD	
7.	Quarterly Penetration Report	TBD	TBD	

C-3. Provider Responsibilities.

C-3.1. Provider Unique Activities.

Notwithstanding **Section C-2.2**, 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 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-3.1.1. Fiscal Control and Program Compliance: The Provider shall be knowledgeable of and fully comply with all applicable Federal and State laws, rules, regulations and program instructions that do or may affect the subject areas of this contract. Authorities and requirements include, but are not limited to, the citations identified in the Department's CF Integrated Contract 2016.

C-3.2. Coordination with Other Providers/Entities.

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-4. Department Responsibilities.

C-4.1. Department Obligations.

C-4.1.1. Upon written request to the Contract Manager and when deemed necessary by the Department, the Department agrees to provide technical assistance concerning the terms and conditions of this contract.

C-4.1.2. The Department's failure to provide such technical assistance does not relieve the Provider of its responsibilities to ensure compliance with all state and federal laws, rules, and regulations or performance under the terms of this contract.

C-5. STANDARD CONTRACT REQUIREMENTS Provider will perform all acts required by Sections 4, 5, 7, 8 and 9 of the CF Standard Integrated Contract 2016.

EXHIBIT D – DELIVERABLES

D-1. Deliverables.

DELIVERABLES – STATE FISCAL YEARS 2017-2018, 2018-2019, 2019-2020, 2020-2021				
#	Title	Due Date	# of Copies	Contents and Criteria for Acceptance
1.	Keys to Independence Program Plan Section C-1.1	TBD	TBD	<p>The deliverable must include a detailed plan to implement the procedures for operating and administering the Program, approved under Section C-1.1, identifying key activities and milestones to implement those procedures, as well as the following:</p> <ol style="list-style-type: none"> 1. Procedures for taking applications and determining eligibility, including responsibilities for the youth and caregivers; 2. Proposed application and payment forms; 3. Procedures for notifying eligible youth, caregivers, group homes, and residential programs of the availability and characteristics of the program; 4. A detailed plan for recruiting, screening for eligibility, application and payment processes, as well as processes for assessing the amounts to be paid for insurance and other costs incidental to licensure; 5. Procedures for providing technical assistance to Lead Agencies, providers, group homes, and residential programs to support removing obstacles that prevent youth in foster care from driving; 6. An effective marketing strategy designed to reach youth, caregivers, service providers and Lead Agencies, with an emphasis on how a driver's license can improve the ability to become self-sufficient and achieve independence; 7. Effective management and oversight of the project from a statewide perspective; 8. Initiation of statewide service, with effective subcontracting and meaningful coordination with all Lead Agencies, providers and local partners; 9. A plan to develop and maintain community collaborative partnerships; and 10. A plan for implement community support for resources tailored for the program, such as driver's education, vehicles and insurance products. <p>The deliverable must also include the following administrative components:</p> <ol style="list-style-type: none"> 1. A staffing plan describing the number, qualifications and duties of the Provider's staff under this Contract. 2. A subcontracting plan describing the scope, approach and method of recruiting subcontractors, processes for placing them under contract and methods of ensuring their performance in accordance with this Contract. 3. A list and description of the various records and documentation that the Provider and its subcontractors will maintain.
2.	Targeted Marketing and Technical Assistance to CBC Lead Agencies and External	TBD	TBD	<p>The number of Targeting Marketing and Technical Assistance to CBC Lead Agencies and External Stakeholders provided, each month, shall be recorded in Attachment __.</p>

	Stakeholders Sections C-1.1.2 and C-1.1.3			
3.	Notification Determination Sent to Youth Applicants Section C-1.1.1.2	TBD	TBD	The number of applications received and approved by the Provider. The Provider shall have no more than 30 days to review each application, determine eligibility, and notify the youth applicant of their eligibility determination. The number of applications received and approved, each month, shall be recorded in Attachment ____.
4.	Participant Eligibility Status C-1.1.1.2	TBD	TBD	The Provider shall identify and categorize the youth eligibility status of participant. These categories include: <ol style="list-style-type: none"> 1. Foster Homes; 2. Group Homes; 3. Relative care; 4. Non-relative care; 5. Reached Permanency; 6. 18 years of age; or 7. Extended Care. <p>The Provider shall record the number of participants served, each month, under the correlating eligibility status in Attachment ____.</p>
5.	Incentives to Youth Section C-1.1.4	TBD	TBD	The Provider shall report the number of incentives given to participants, each month, in Attachment ____.
6.	Documentation of the Milestones that Participants Achieve while in the Program. Section C-1.1.5.3	TBD	TBD	The Provider shall record the milestones that each participant achieves, each month, in Attachment ____ . The milestones include a youth who: <ol style="list-style-type: none"> 1. Has started taking the 4-hour Traffic Law & Substance Abuse Course; 2. Has completed the 4-hour Traffic Law & Substance Abuse Course; 3. Is eligible for taking the learner's license exam and apply for learner's license; 4. Has received their learner's license; 5. Has started taking a comprehensive driver's education course; 6. Has completed a driver's education course, when eligible; 7. Is eligible to apply for a driver's license; 8. Has received their driver's license; and 9. Has been reimbursed for car insurance.

D-2. Each deliverable shall be performed in the manner acceptable to the Department and delivered by the dates set out in **Section D-1**.

D-3. The minimum level of service for each deliverable shall be:

D-3.1. Development and Submission of one Program Plan with annual updates.

D-3.2. Monthly Performance Measure Compliance Report, **Attachment __**.

D-3.3. Monthly Activity Report, **Attachment __**.

EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1. MINIMUM PERFORMANCE MEASURES

For minimum performance measures, see **Attachment __**, Monthly Performance Measure Compliance Report.

E-1.1. Performance Evaluation Methodology.

E-1.1.1. 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, 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.

E-1.1.2. For Collection Methodology, see **Attachments __**

EXHIBIT F - METHOD OF PAYMENT

F-1. This is a combination fixed price (unit cost) and cost reimbursement multi-year contract. The fixed fee is subject to reconciliation to actual expenditures. The Department agrees to pay the Provider a fixed fee of \$ _____, based on budgeted expenditures for its operations. The Provider shall be reimbursed for allowable expenditures for the delivery of services pursuant to the terms of the contract not to exceed \$ _____ for cost reimbursement.

F-1.1. The Department will pay the provider for the delivery of One Month of Program Operations as documented in **Attachments __, Performance Measure Compliance Report, and Attachments __, Monthly Activity Report**, in accordance with the terms and conditions of this contract for a total dollar amount not to exceed the following:

F-1.1.1. Fixed Price in the amount of \$ _____ ; Cost Reimbursement in the amount of \$ _____ for a combination total of \$ _____ for State Fiscal Years 2017-2018, 2018-2019, 2019-2020, and 2020-2021.

F-2. State Fiscal Year 2017-2018

#	Service Units	Unit Price	Maximum # of Units	Total
1.	One Month of Program Operations, as documented in Attachment __, Performance Measure Compliance Report.	TBD	6	TBD
Total Fixed for State Fiscal Year 2017-2018:				TBD
Total Available for Cost Reimbursement for State Fiscal Year 2017-2018:				TBD
Total State Fiscal Year Contract Amount:				TBD

F-3. State Fiscal Years 2018-2019, 2019-2020, & 2020-2021

#	Service Units	Unit Price	Maximum # of Units	Total
1.	One Month of Program Operations, as documented in Attachment __, Performance Measure Compliance Report.	TBD	12	TBD
Total Fixed for State Fiscal Years 2018-2019, 2019-2020, & 2020-2021:				TBD
Total Available for Cost Reimbursement for State Fiscal Years 2018-2019, 2019-2020, 2020-2021:				TBD
Total State Fiscal Year Contract Amount:				TBD

F-4. Invoice Requirements.

The Provider shall submit its invoice for expenditures for reimbursement on a monthly basis through submission of a properly completed Monthly Expenditure Report and Request for Reimbursement (**Attachments __**), by the 20th day of each month for the previous month of which reimbursement is being requested. Charges on the invoice must be accompanied by supporting documentation. The Provider shall submit its invoice for fixed fee payment on a monthly basis through submission of a properly completed invoice Request for Payment (**Attachments __**), within twenty (20) calendar days following the end of the month for which payment is being requested.

F-4.1. Fixed fee 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 service units authorized by this Contract.

F-4.2. The Provider may make changes in or between line items of the Fixed Price Approved Line Item Budget that are cumulatively less than 10% if the total state fiscal year original budget or amended Fixed Price Approved Line Item Budget only if the following conditions are met.

- F-4.2.1. The change does not decrease or increase the original dollar amount of each state fiscal year's contract budget;
 - F-4.2.2. There is another line item in the budget from which funds can be shifted without affecting the scope of work;
 - F-4.2.3. The change does not involve establishing a new line item; and
 - F-4.2.4. Written notification shall be submitted to the Contract Manager prior to the submission of the Request for Payment in which the change to the Fixed Price Approved Line Item Budget was made.
 - F-4.2.5. Budget modifications that do not meet the above conditions shall require a contract amendment, signed by the Provider and the Department prior to implementation of the specific modification.
- F-5.3 Cost reimbursement payments may be authorized only for allowable expenditures on the invoice which are in accord with the limits specified on the approved line item budget.
- F-5. The Provider shall submit quarterly cost reconciliation, documenting its actual operations expenditures through a properly completed Quarterly Cost Reconciliation Report within 20 days after the end of each state fiscal quarter. If the Final Quarterly Cost Reconciliation report submitted at the end of each contract budget year identifies any unearned income, the Provider may be directed to return funds to the Department.
- F-6. Quarterly Cost Reconciliation Report.**
- Should the Provider's Quarterly Cost Reconciliation Report indicate that payments were made to the Provider in excess of the actual costs of providing contracted services for that state fiscal year; the Provider shall refund the difference to the Department in accordance with Section 3.5, Overpayments and Offsets in the CF Integrated Contract 2016. During the final state fiscal year of the Contract, the Department reserves the right to request monthly cost reconciliation reports to monitor the relationship of fixed fee payments to actual costs. If, in the Department's sole determination, it appears that payments made, or to be made, to the Provider could be in excess of the actual cost of providing contracted services for the final quarter, the Department may require refunds of such excess as frequently as monthly.
- F-7. Service Delivery Documentation Requirements.**
- 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 dates(s) that the services were provided so that an audit train documenting services provision can be maintained.
- F-8. Restriction of Expenditures.**
- Items expressly prohibited from purchase with these Contract funds include, but 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 wrists bands.
- F-9. 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.
- F-10. REFER TO EXHIBIT F1**

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 **Attachments ____, Performance Measure Compliance Report**. Financial consequences shall be equally applied based upon remedies identified in **Attachments ____, Performance Measure Compliance Report**. However, the foregoing adjustment will only apply when the need rule for “bye” for over-performance for prior month(s) and recoupment for over-performance for subsequent month(s).

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

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

F1-1.2.1.1. Extenuating circumstances will not be considered for the late submission of the final invoice as described in the CF Integrated Contract 2016, Section 2.4.2.

F1-1.2.1.2. The Provider 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.

F1-1.1 Submission of an unacceptable invoice, supporting documentation, or report:

F1-1.1.1 An unacceptable invoice or supporting documentation contains inaccurate or incomplete information or supporting documentation as specified in **Exhibit F, Method of Payment**.

F1-1.1.2 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 **Exhibit C, Section C-2.4, Reports for Fiscal Year**.

F1-1.1.3 Financial Consequences will be assessed for the month that performance measures are not met.

ATTACHMENT _____

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

MONITORING

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

AUDITS**PART I: FEDERAL REQUIREMENTS**

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

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

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

PART II: STATE REQUIREMENTS

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

In the event the recipient expends \$500,000 or more (\$750,000 or more for fiscal years beginning on or after July 1, 2016) in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 (less than \$750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

CF Standard

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

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

PART III: REPORT SUBMISSION

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

- A. Contract manager for this contract (1 copy)
- B. Department of Children & Families (1 electronic copy and management letter, if issued)

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

Email address: 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:

<https://harvester.census.gov/facweb/>

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

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

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

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

PART IV: RECORD RETENTION

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

CF Standard

ATTACHMENT __
PERFORMANCE MEASURE COMPLIANCE REPORT

State Fiscal Years 2017-2018, 2018-2019, 2019-2020, and 2020-2021

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

#	Performance Measure	Performance Evaluation Methodology Mathematical Formula	Collection Methodology	% Compliance	Year To Date % Compliance	Remedy	Remedy Applied Y/N
1.	Provider sends notification determination to youth applicants within 30 days of the Provider receiving the applications - ___% for each month. (Section C-1.1.1.2)	The percentage shall be calculated by dividing the total number of notifications sent by the total number of applications received each month.	Total number of applications received and notification sent each month.			Financial Consequences in the amount of \$_____ will be assessed to each performance measure not met.	
2.	Participants who have started the 4-hour Traffic & Law Substance Abuse course, when eligible – ___% for each month. (Section C-1.1.5.3.2.1)	The percentage shall be found by dividing the total number of participants who have started taking the 4-hour Traffic & Law Substance Abuse course by the total number of participants who are eligible to start taking the course each month.	Total number of 4-hour Traffic & Law Substance Abuse courses started by eligible participant.			Financial Consequences in the amount of \$_____ will be assessed to each performance measure not met.	
3.	Participants who obtain their learner's license, when eligible - ___% for each month. (Section C-1.1.5.3.2.4)	The percentage shall be found by dividing the total number of learner's license obtained by the number of youth who are eligible to obtain their learner's licenses each month.	Total number of learner's licenses obtained by eligible participants.			Financial Consequences in the amount of \$_____ will be assessed to each performance measure not met.	
4.	Participants who successfully obtain a driver's license, when eligible – ___% for each month. (Section C-1.1.5.3.2.8)	The percentage shall be found by dividing the total number of driver's licenses obtained by the number of youth who are eligible to obtain their driver's license each month.	Total number of participants who obtained driver's licenses.			Financial Consequences in the amount of \$_____ will be assessed to each performance measure not met.	
5.	Participant youth who obtain licensure will be reimbursed for the motor vehicle insurance coverage and provided coverage through the program or reimbursed, when eligible - ___% for each month. (Section C-1.1.5.3.2.9)	The percentage shall be calculated by the number of participants submit reimbursement for insurance coverage by the number participants who are eligible, each month.	Total number of participants who obtained auto insurance coverage through the pilot project.			Financial Consequences in the amount of \$_____ will be assessed to each performance measure not met.	

Signature

Date

ATTACHMENT __
MONTHLY ACTIVITY REPORT

State Fiscal Years 2017-2018, 2018-2019, 2019-2020, and 2020-2021

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

	Outcome	State Fiscal Year												Cumulative Total
		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
1.	CBC lead agency areas receiving <i>ongoing</i> targeted marketing/TA													
2.	External stakeholders receiving targeted marketing/TA													
3.	Applications for program submitted													
4.	Applications for program approved													
5.	Participants who are eligible to take the 4-hour Traffic Law & Substance Abuse Course													
6.	Participants who have reported that they completed the 4-hour Traffic Law & Substance Abuse Course (required for learner's license)													
7.	Participants who are eligible to take the Learner's License Exam													
8.	Participants who are eligible to apply for their Learner's License													
9.	Learner's License received from participants													
10.	Participants who are eligible to take a comprehensive driver's education course													

11.	Participants who completed a comprehensive driver's education course, when eligible													
12.	Participants who are eligible to apply for their driver's license													
13.	Driver's Licenses received from participant													
14.	Participants who obtained licensure and were reimbursed for the motor vehicle insurance coverage and provided coverage through program, when eligible													
15.	List the number of youth served by CBC													
16.	List the number of youth served in foster homes, when enrolled in the program													
17.	List the number of youth served in group homes, when enrolled in the program													
18.	List of number of youth served in relative and non-relative homes, when enrolled in the program													
19.	List of number of youth served in Extended Foster Care (EFC), when enrolled in the program													
20.	Number of incentives given out													

For each month, when applicable, complete the following information:

List the obstacles (if any) faced by youth seeking licensure: _____

 Signature and Date

CF Standard

ATTACHMENT __
MONTHLY EXPENDITURE REPORT AND REQUEST FOR REIMBURSEMENT
INVOICE #: _____ (FOR DEPARTMENT USE ONLY)
State Fiscal Year 2017-2018

PROVIDER NAME: _____
ADDRESS: _____

VENDOR NUMBER: _____
CONTRACT #: _____
TELEPHONE: _____

In accordance with the Contract, all required reports must be submitted by the required due dates prior to or concurrent with the submission of this monthly expenditure report and request for reimbursement.

Period Covered by this Report:
From: _____ To: _____

Category	Approved Line Item Budget	Monthly Expenditures & Reimbursement Request	Expended YTD	Balance
Deductibles paid to foster parent for accidents by youth	TBD			
Client Flex Funds – Birth Certificates, Transportation, and other costs to achieve license on a need basis per youth	TBD			
Client Activities – cost of insurance, driver's education and driver's license	TBD			
Incentive Program for youth	TBD			
TOTAL	TBD			

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

Original Authorizing Signature _____ FOR DEPARTMENT USE ONLY DATE Services Provided: _____ DATE Deliverable Due: _____ DATE Deliverable Received: _____ DATE Deliverable Reviewed & Approved: _____ DATE Invoice Received: _____ DATE Payment Approved: _____ AUTHORIZING SIGNATURE: _____ TITLE: <u>CONTRACT MANAGER</u> TELEPHONE: _____	Title _____	Date _____										
<table border="1"> <thead> <tr> <th align="center" colspan="2">FOR DEPARTMENT USE ONLY</th> </tr> </thead> <tbody> <tr> <td>OCA: _____</td> <td>AMOUNT: _____</td> </tr> <tr> <td>OCA: _____</td> <td>AMOUNT: _____</td> </tr> <tr> <td>OCA: _____</td> <td>AMOUNT: _____</td> </tr> <tr> <td colspan="2">TOTAL AUTHORIZED: _____</td> </tr> </tbody> </table>			FOR DEPARTMENT USE ONLY		OCA: _____	AMOUNT: _____	OCA: _____	AMOUNT: _____	OCA: _____	AMOUNT: _____	TOTAL AUTHORIZED: _____	
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OCA: _____	AMOUNT: _____											
TOTAL AUTHORIZED: _____												

ATTACHMENT __
MONTHLY EXPENDITURE REPORT AND REQUEST FOR REIMBURSEMENT
INVOICE #: _____ (FOR DEPARTMENT USE ONLY)
State Fiscal Years 2018-2019, 2019-2020, & 2020-2021

PROVIDER NAME: _____
ADDRESS: _____

VENDOR NUMBER: _____
CONTRACT #: _____
TELEPHONE: _____

In accordance with the Contract, all required reports must be submitted by the required due dates prior to or concurrent with the submission of this monthly expenditure report and request for reimbursement.

			Period Covered by this Report:	
			From: _____ To: _____	
Category	Approved Line Item Budget	Monthly Expenditures & Reimbursement Request	Expended YTD	Balance
Deductibles paid to foster parent for accidents by youth	TBD			
Client Flex Funds – Birth Certificates, Transportation, and other costs to achieve license on a need basis per youth	TBD			
Client Activities – cost of insurance, driver’s education and driver’s license	TBD			
Incentive Program for youth	TBD			
TOTAL	TBD			

I CERTIFY THAT THIS REQUEST FOR REIMBURSEMENT IS AN ACCURATE REFLECTION OF THE ACTIVITIES FOR THIS PERIOD, THAT THE AMOUNT EXPENDED IS ONLY FOR ALLOWABLE EXPENDITURES SPECIFIED IN THE APPROVED LINE ITEM BUDGET USED TO ESTABLISH THE 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		
DATE Services Provided: _____	OCA: _____	AMOUNT: _____
DATE Deliverable Due: _____	OCA: _____	AMOUNT: _____
DATE Deliverable Received: _____	OCA: _____	AMOUNT: _____
DATE Deliverable Reviewed & Approved: _____	OCA: _____	AMOUNT: _____
DATE Invoice Received: _____	OCA: _____	AMOUNT: _____
DATE Payment Approved: _____	OCA: _____	AMOUNT: _____
AUTHORIZING SIGNATURE: _____	TOTAL AUTHORIZED: _____	
TITLE: <u>CONTRACT MANAGER</u>		
TELEPHONE: _____		

ATTACHMENT __
REQUEST FOR PAYMENT

INVOICE #: _____ (FOR DEPARTMENT USE ONLY)
State Fiscal Year 2017-2018

PROVIDER NAME: _____
ADDRESS: _____

VENDOR NUMBER: _____
CONTRACT #: _____
TELEPHONE: _____

In accordance with the Contract, all required reports must be submitted by the required due dates prior to or concurrent with the submission of this Request for Payment.

#	Service Dates:	Service Unit	Maximum # of units	# of Units Delivered	Unit Cost	Balance	Amount Requested
1.		One Month of Program Operations, as documented in Attachment __, Performance Measure Compliance Report	6		TBD	TBD	\$
Total Amount Requested							\$

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 Due: _____	OCA: _____ AMOUNT: _____
DATE Deliverable Received: _____	OCA: _____ AMOUNT: _____
DATE Deliverable Reviewed & Approved: _____	OCA: _____ AMOUNT: _____
DATE Invoice Received: _____	
DATE Payment Approved: _____	
AUTHORIZING SIGNATURE: _____	
TITLE: <u>CONTRACT MANAGER</u>	
TELEPHONE: _____	TOTAL AUTHORIZED: _____

ATTACHMENT __
REQUEST FOR PAYMENT

INVOICE #: _____ (FOR DEPARTMENT USE ONLY)
State Fiscal Years 2018-2019, 2019-2020, & 2020-2021

PROVIDER NAME: _____
ADDRESS: _____

VENDOR NUMBER: _____
CONTRACT #: _____
TELEPHONE: _____

In accordance with the Contract, all required reports must be submitted by the required due dates prior to or concurrent with the submission of this Request for Payment.

#	Service Dates:	Service Unit	Maximum # of units	# of Units Delivered	Unit Cost	Balance	Amount Requested
1.		One Month of Program Operations, as documented in Attachment __, Performance Measure Compliance Report	12		TBD	TBD	\$
Total Amount Requested							\$

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 Due: _____	OCA: _____ AMOUNT: _____
DATE Deliverable Received: _____	OCA: _____ AMOUNT: _____
DATE Deliverable Reviewed & Approved: _____	OCA: _____ AMOUNT: _____
DATE Invoice Received: _____	
DATE Payment Approved: _____	
AUTHORIZING SIGNATURE: _____	
TITLE: <u>CONTRACT MANAGER</u>	
TELEPHONE: _____	TOTAL AUTHORIZED: _____

ATTACHMENT ____

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.

Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.