

EXHIBIT A – SPECIAL PROVISIONS

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

ENGAGEMENT, TERM AND CONTRACT DOCUMENT

The following definitions apply in addition to those referenced in Section 1.4.1 of this contract:

- A-1.1. Assessment – The process used to systematically evaluate a learner’s skill or knowledge level.
- A-1.2. Additional Resource Materials (ARM) – Includes important learning materials that have been identified as being a resource the trainee needs to be given a copy of.
- A-1.3. Adoptions – Adoptions recruits adoptive parents for children whose parent’s rights have been terminated and works with family members and foster parents to adopt children.
- A-1.4. Adult Learning Theory - Active learning is defined as the use of one or more interactive approaches to education and training for the purpose of engaging students in their work to acquire and understand knowledge. The active learning classroom is one that de-emphasizes lecture and other teacher-centered forms of instruction in favor of engaged class environments that are learner centered.
- A-1.5. Blended Learning – A multi-faceted approach to professional development and learning that is a blend of on-line, face-to-face, and experiential methodological teaching styles.
- A-1.6. Case Management – Case Management services include developing and implementing case plans, completing in-home safety analyses, and monitoring the success of safety plans.
- A-1.7. Certification Exam – The administration of a competency based criterion referenced, proctored written test which is administered at the conclusion of the formal pre-service training program. The purpose of this test is to measure the level of each trainee’s basic knowledge of the Florida child protection laws, principles and policies and to gauge each individual’s ability to apply these rules in the appropriate conditions. Successful passing of this test will allow the trainee to apply for provisional certification through the third party credentialing agency.
- A-1.8. Child Protective Investigator (CPI) - An authorized agent in a professional position within the Department of Children and Families (Department) or designated sheriff’s office with the authority and responsibility of investigating reports of child abuse, neglect or abandonment received by the Florida
- A-1.9. Child Welfare Professional – Professionals involved in the investigation, intervention, treatment and management of cases involving allegations of child abuse.
- A-1.10. Child Welfare Trainer Proficiency Program - The Child Welfare Trainer Proficiency Program refers to a program designed to establish a pool of qualified Child Welfare Pre-Service trainers.
- A-1.11. 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.
- A-1.12. Content Knowledge - Knowledge the Child Welfare Trainer must have to teach the curricula.
- A-1.13. Contract Manager – The Department employee, identified in the CF Standard Integrated Contract, Section, Responsible for enforcing the compliance with administrative and programmatic terms and conditions of the contract. The Contract Manager is the primary point of contact through which all contracting information flows between the Department and the Provider. The Contract Manager is responsible for the day-to-day contract oversight, including approval of contract deliverables and invoices. All actions related to the contract shall be initiated by or coordinated with the Contract Manager. See section 402.73-5, Florida Statutes (F.S.)
- A-1.14. Core Competencies – As described in Section 402.40(5)(a), F.S., and according to the Florida Certification Board requirements, core competencies refer to the range of fundamental and essential knowledge, skills, abilities, values and

attitudes as determined by the Department of Children and Families, that every Child Protection Professional must achieve, demonstrate and maintain in order to competently perform his or her work responsibilities.

- A-1.15. Core Curriculum – Initial Pre-Service curriculum that focuses on general body of knowledge all Florida Child Welfare Professionals need to be knowledgeable in.
- A-1.16. Curriculum – A finalized set of modules (or units) designed for adult learners in the workplace, each with learning objectives and a variety of learning activities. For the purpose of the contract, this entails, trainer and participant guides, PowerPoints, videos, and job aids.
- A-1.17. Delivery System (Delivery Strategy) - The method by which instruction is provided to learners, for example instructor-led, distance learning, computer-based, web-based, mobile, or self-training materials.
- A-1.18. Department Regions – The Department is separated into six (6) regions, each separated by circuit and then counties. For a current listing see: <http://www.dcf.state.fl.us/districts.shtml>
- A-1.19. Design Document - The completed document showing a detailed overview of the training. Components included are: a sequenced list of learning tasks; a sequenced list of performance (learning) objectives; a list of testing strategies, a summary of benefits derived from the training.
- A-1.20. Directories – Lists of media, objectives, course outlines and activities included in Core and Specialty Track learning materials.
- A-1.21. Evaluation Instruments – Participant reactions through course evaluations and surveys to receive qualitative feedback regarding the performance of the curriculum, coaching, instructor-led training and web-based training.
- A-1.22. Face-to-Face – Traditional instructor-led style of training consisting of a classroom and teacher.
- A-1.23. Family Centered Practice - The formal and informal strategies, supports and services provided to children and families across service systems to enhance the capacity of families to care for and protect their children. Practice utilizing family-centered services approaches: focuses on the needs and welfare of children within the context of their families and communities, recognizes the actual and potential strengths in family relationships and builds upon those strengths, and ascertains the weaknesses in some families and endeavors to eliminate or diminish those weaknesses in order to achieve optimal outcomes for both the children and families engaged in those services.
- A-1.24. Field Assessment – For purposes of this contract, field assessment is the synchronous or asynchronous observation and assessment of trainees.
- A-1.25. Florida Abuse Hotline – The Florida Abuse Hotline is the 24 hour central reporting location for reporting abuse or neglect by telephone or online. 1-800-968-2873
- A-1.26. Florida Certification Board (FCB) – The final authority in the certification process and is responsible for the total operation of the certification system for substance abuse counselors, prevention specialists, criminal justice professionals, mental health professionals, child protection professionals, and behavioral health technicians in Florida. The FCB's certification process is to assure consumers, the public, and employers that individuals certified are capable and competent, have been through a certain organized set of experiences, and have been judged to be qualified.
- A-1.27. Florida Child Welfare Practice Model – A model that defines the key components, values, and outcomes for how child welfare professionals operate and partner with families and other stakeholders in the child welfare system.
- A-1.28. Florida Safe Families Network (FSFN) – The State Automated Child Welfare Information System (SACWIS) for the state of Florida which contains all reports, investigations, special condition referrals, child-on-child sexual abuse reports and related child safety assessments and safety actions or plans and cases regarding child abuse, neglect or abandonment and pertinent information regarding all activities involved in investigative and some case management functions, including the Child's Resource Record. FSFN is the state's primary record for each investigation and case and contains all documentation requirements.
- A-1.29. Florida's Center for Child Welfare – An information and training resource for Child Welfare Professionals located at www.centerforchildwelfare.com.
- A-1.30. Formative Evaluation - Iterative testing to ensure training and curriculum meets intended goals.

- A-1.31. Foster Care Licensing - Foster Care Licensing is responsible for training, licensing, and working with foster parents.
- A-1.32. Full Time Equivalent (FTE) – A position or positions whose total time worked in a week equals forty hours.
- A-1.33. Implementation Plan - The implementation plan is a grid made up of columns and rows. Each column represents a different area of information and each row lists the tasks or section header.
- A-1.34. Instructional (Content) Analysis: Process of identifying the relevant knowledge, skills, and abilities required for a learner to achieve a behavioral goal. In this process, an instructional goal or a learning task is divided into the steps/elements and skill objectives to achieve the goal. Instructional analysis provides data for developing the Design Document.
- A-1.35. Instructional Design - the practice of creating "instructional experiences which make the acquisition of knowledge and skill more efficient, effective, and appealing (Merrill, Drake, Lacy, Pratt, 1996)
- A-1.36. Instructional Designer – A person who holds an advanced degree in instructional design, instructional technology, curriculum design, or instructional systems design (other closely related degrees or comparable experience may be accepted based on prior approval). A person who builds the conceptual framework for the design process, employs adult learning theory, and advises on the methodology for delivery (including educational media and technology). An instructional designer works closely with subject matter experts in the curriculum development process.
- A-1.37. Instructional Design Strategy (Map) – Overall plan of activities to achieve an instructional goal. The strategy includes the sequence of intermediate objectives and the learning activities leading to the instructional goal. The process includes the indexing or diagramming a curriculum for the purpose of improving the overall coherence of a course of study. The coherent curriculum thus being (1) well organized and purposefully designed to facilitate learning, (2) free of academic gaps and needless repetitions, and (3) aligned across lessons, courses, subject areas, and grade levels.
- A-1.38. Instructional Goals – Brief statements describing the terminal tasks learners will be able to perform as a result of the training or education.
- A-1.39. Job Aids - Teaching devices intended to be self-explanatory and self-instructional; a formalized set of textual and/or graphical step-by-step directions for accomplishing a task through one or more techniques. Job aids are often designed to be used on the job following training.
- A-1.40. Labs – Communications and application based modules which enhances Core and Specialty Track learning materials.
- A-1.41. Learning Objective (Performance) - Describes what the learner should be able to do on-the-job. Detailed description of what students will be able to do when they complete a unit of instruction. Also known as behavioral objective or instructional objective. Criteria for assessing the performance- Audience Behavior, Condition, Degree (ABCD).
- A-1.42. Learning Outcome - The desired outcomes for the instructional event (what the instruction should accomplish in terms of performance the learners should exhibit in the learning environment in order to be considered competent); consist of three components (the performance, criterion and standard); are congruent with the tasks and testing strategies.
- A-1.43. Office of Child Welfare – The program office within the Department of Children and Families that has the responsibility for the State of Florida's Child Welfare Program.
- A-1.44. Participant Guide - The resource that is used by the trainee during instructor led training; can be either printed or electronic, such as PDF.
- A-1.45. Pilot – A test of the curriculum for audience reaction prior to introducing it more widely.
- A-1.46. Pre-Service Curriculum – The Department approved Office of Child Welfare curriculum. Basic classroom and field training provided to new hired child welfare staff to ensure that they have the job knowledge and skills necessary to perform their responsibilities in a satisfactory manner. Pre-Service Training, is separated into two parts, Core and Specialty Tracks for each discipline (Child Protective Investigations, Case Management/Adoptions, Foster Care, and Licensing).
- A-1.47. Project Director – The person serves as the project point person, plans and manages the project's service delivery, and oversees the work of all staff and functions on the project. Other key functions may include planning, coordinating, and monitoring.
- A-1.48. Provider Representative - The Provider Representative identified in the CF Standard Integrated Contract, >>>>, is the sole point of contact for the Department's Contract Manager for all issues related to the contract. The sole point of contact and

administration of the program responsibilities include, but are not limited to, submission of accurate and timely deliverables and reports, submission of accurate and timely invoices, management of the project to ensure that all the specified tasks and activities are thoroughly and timely completed, assignment and supervision of staff, participation in all conference calls and on-site and off-site meetings with the Contract Manager.

- A-1.49. Specialty Track – In addition to CORE, the Child Welfare Pre-Service Training program includes a specialty track for each discipline: Child Protective Investigations, Case Management/Adoptions, Foster Care, and Licensing. Specialty track curriculum specifically focuses on the job related duties of the discipline rather than the general body of knowledge taught in CORE.
- A-1.50. State of Florida Approved Holiday – Official state holidays as identified on the following Department site: <http://eww.dcf.state.fl.us/dcfholidays.shtml>
- A-1.51. Subject Matter Expert (SME) – An individual who has expertise or is an authority in a particular area or topic such as child welfare.
- A-1.52. Trainer Guide (Facilitator Guide) - The resource that is used by the facilitator to lead the instruction; can be either printed or electronic, such as PDF. Incorporates all aspects of analysis and design into its development, making it the primary vehicle to house all facets of the instruction: instructional strategies, testing strategies, learning objectives, content, pacing, timing, introductions, closure, transitions, and reviews.
- A-1.53. Training Materials - A finalized set of training materials (modules or units) designed for adult learners in the workplace, each with learning objectives and a variety of learning activities.
- A-1.54. Transfer of Learning – The effective and continuing application, by trainees to their jobs, of awareness, knowledge and skills gained in training. Transfer of learning is made possible through a process of modeling, observing, and providing feedback in relationship to work performance.
- A-1.55. Web-based – Style of training conducted online or through virtual eLearning.
- A-1.56. Web conference - A meeting of participants from disparate geographic locations that's held in a virtual environment on the World Wide Web, with communication taking place via text, audio, video, or a combination of those methods.
- A-1.57. Webcast (Web+broadcast) - A broadcast of video signals that's digitized and streamed on the World Wide Web, and which may also be made available for download.
- A-1.58. Webinar (Web+seminar) - A small synchronous online learning event in which a presenter and audience members communicate via text chat or audio about concepts often illustrated via online slides and/or an electronic whiteboard. Webinars are often archived as well for asynchronous, on-demand access.

STATEMENT OF WORK

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

PAYMENT, INVOICE AND RELATED TERMS

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

GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

RECORDS, AUDITS AND DATA SECURITY

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

PENALTIES, TERMINATION AND DISPUTE RESOLUTION

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

OTHER TERMS

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

FEDERAL FUNDS APPLICABILITY

EXHIBIT B - SCOPE OF WORK

B-1. SCOPE OF SERVICE

This contract is purchasing services for the purpose of the design and re-development of the Child Protective Investigations (CPI) Pre-Service Curriculum; the development of FSFN training to be incorporated into the Pre-Service Curriculum, and the ongoing maintenance of the Child Welfare Pre-Service Curriculum (Core, Specialty tracks, and FSFN).

The Department reserves the right to increase or decrease the volume of services, to add tasks that are incidental or complimentary to the original scope of services, and/or expand these services based on the availability of funds, satisfactory performance, and demand for enhanced skills training.

B-2. MAJOR CONTRACT GOALS

The major goals of this contract is to:

B-3. SERVICE AREA/LOCATIONS/TIMES

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

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

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

B-4. EQUIPMENT

To be determined.

B-5. CONTRACT LIMITS

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

EXHIBIT C - TASK LIST

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

C-1. SERVICE TASKS

C-1.1 The Provider shall perform the following tasks and document completion of described tasks by completing and delivering all reports as specified in **Section C-2.5**.

C-1.1.1 The Provider shall develop and submit an Implementation Plan within three months of the start date of the contract.

C-1.1.1.1 The Implementation Plan should include the following projects:

C-1.1.1.1.1 Child Protective Investigations Pre-Service Specialty Track curriculum;

C-1.1.1.1.2 Florida Safe Families Network (FSFN) curriculum; and

C-1.1.1.1.3 Pre-Service Curriculum and Specialty Track curriculum maintenance.

C-1.1.1.1.4 Pilots for the CPI and FSFN Curriculum.

C-1.1.1.2 The implementation plan should include, but not be limited to:

C-1.1.1.2.1 Task – list of project tasks, including but not limited to task listed C-1.1.;

C-1.1.1.2.2 Percentage Completed – lists the percentage of each task completed;

C-1.1.1.2.3 Status – task status such as: completed, on schedule, behind schedule, cancelled;

C-1.1.1.2.4 Day Started – date task begun;

C-1.1.1.2.5 Day to Be Complete – estimated date of task completion;

C-1.1.1.2.6 Actual Completion Date – date task was completed;

C-1.1.1.2.7 Task Assignment – Name of task owner;

C-1.1.1.2.8 Priority – task priority such as High, Medium or Low;

C-1.1.1.2.9 Milestone – Yes or No to indicate if this is a milestone task; and

C-1.1.1.2.10 Notes.

C-1.1.2 Develop Child Protective Investigations Pre-Service Specialty Track Curriculum

C-1.1.2.1 Using Instructional Designers and Child Protective Investigator subject matter experts, the Provider shall conduct an Instructional Content Analysis of the existing Child Protective Investigations Pre-Service Specialty Track curriculum and develop a Design Strategy to include but not be limited to:

C-1.1.2.1.1 The design and format of the current Child Welfare Pre-Service curriculum;

C-1.1.2.1.2 Alignment with the current Child Welfare Pre-Service Core curriculum;

C-1.1.2.1.3 The approved Florida Certification Board core competencies;

C-1.1.2.1.4 Florida Child Welfare Practice Model;

C-1.1.2.1.5 Family-Centered Practice theories;

C-1.1.2.1.6 Recommended edits from the Department led CPI Revisions Workgroup meeting;

C-1.1.2.1.7 Chapter 39, Part III, F.S.; and

C-1.1.2.1.8 Other pertinent departmental child welfare laws, rules and policies as approved by the Department.

C-1.1.2.2 Submit the Instructional Content Analysis and Design Strategy to the Department for approval.

C-1.1.2.3 Develop the Child Protective Investigations Pre-Service Specialty Track learning materials based on the Department approved Instructional Analysis and Design Strategy.

C-1.1.2.3.1 Develop learning materials including but not be limited to: Trainer Guide, Participant Guide, PowerPoint, Additional Resource Materials, Labs, Web-based/eLearning tutorials, Activities and Directories.

C-1.1.2.4 Evaluate the effectiveness of the Child Protective Services Specialty Track training materials by conducting a pilot session according to the following criteria but not limited to:

C-1.1.2.4.1 Conducting a formative evaluation of the curriculum for instructor-led training to identify strengths and weaknesses.

C-1.1.2.4.2 Revise the curriculum instructor and participant guides to reflect feedback and recommendations from the pilot.

C-1.1.2.4.3 All evaluations are to be maintained and included in the summary report for Department review.

C-1.1.2.4.4 Conduct webinar and or job aides to introduce new Child Protective Services Specialty Track learning materials.

C-1.1.3 Development of Florida Safe Families Network Curriculum

C-1.1.3.1 Using Instructional Designers and FSFN subject matter experts, the Provider shall conduct an instructional analysis of the existing Pre-Service Curriculum (Core and Specialty Tracks: CPI, Case Management/Adoptions and Licensing) and develop an instructional design strategy for incorporating FSFN into the Pre-Service (Core and Specialty Tracks) curricula.

C-1.1.3.1.1 The FSFN curricula must be in alignment with the current Child Welfare Pre-Service curriculum, the approved Florida Certification Board core competencies, Florida Child Welfare Practice Model, Family-Centered Practice theories, Chapter 39, Part III, F.S., and other pertinent departmental child welfare laws, rules and policies as approved by the Department.

C-1.1.3.2 All FSFN training materials must be developed according to the following criteria, but not limited to:

C-1.1.3.2.1 Include both content knowledge and delivery skills based on the Child Welfare Pre-Service Core, Case Management Specialty Track and Licensing Specialty Track curricula.

C-1.1.3.2.2 Based on an approved comprehensive instructional design strategy that reflects the application of professional instructional design industry standards, adult learning theory, and a mix of distributed learning strategies that include:

C-1.1.3.2.2.1 Instructor-led classroom;

C-1.1.3.2.2.2 Web-based instruction;

C-1.1.3.2.2.3 Coaching in person, via phone, web-conference, etc.;

C-1.1.3.2.2.4 Information presentation;

C-1.1.3.2.2.5 Participant interaction; and

C-1.1.3.2.2.6 Just-in-time assessment and feedback strategies.

C-1.1.3.2.3 Development of an instructional design strategy that reflects techniques to:

C-1.1.3.2.3.1 Combine performance and learning objectives for instruction.

C-1.1.3.2.3.1 Sequence the combined learning and performance objectives into instructional modules.

C-1.1.3.2.4 Develop all FSFN necessary trainer guides, participant guides, PowerPoints, web-based e-learning tutorials and other training materials in order for the curriculum to be reflective of the performance and objective goals.

- C-1.1.3.2.5 The Provider shall submit FSFN training materials (Pre-Service Core and Specialty Tracks) for review and approval:
 - C-1.1.3.2.5.1 Submit a draft instructional design strategy for all program learning materials to the Department for review and approval according C-1.1.1.
 - C-1.1.3.2.5.2 Submit a draft of the FSFN training materials (including Preservice Core and Specialty Tracks), based on the approved instructional design strategy for department feedback.
 - C-1.1.3.2.5.3 Submit all final FSFN training materials based on the feedback received from the Department.
- C-1.1.3.3 The Provider shall evaluate the effectiveness of the FSFN training materials according to the following criteria but not limited to:
 - C-1.1.3.3.1 Conducting a Pilot Train-the-Trainer session to determine strengths and weaknesses.
 - C-1.1.3.3.2 Conducting formative evaluations of the training materials (Pre-Service Core and Specialty Tracks) to identify strengths and weaknesses.
 - C-1.1.3.3.2.1 Ongoing evaluations to be administered for each trainee per class.
 - C-1.1.3.3.2.2 All evaluations are to be maintained and included in the summary report for Department review.
 - C-1.1.3.3.3 The Provider will revise the training materials to reflect feedback and recommendations from the evaluations.
- C-1.1.3.4 Conduct a minimum of four statewide instructor-led Train-the-Trainer sessions on the new FSFN curriculum within two (2) months of the release of the new FSFN curriculum.
- C-1.1.3.5 On an annual basis, the Provider will:
 - C-1.1.3.5.1 Conduct annual FSFN Pre-Service and Specialty Track curriculum Implementation Plan updates based on FSFN enhancements, new policies, procedures and course evaluations.
 - C-1.1.3.5.1.1 Maintain a copy of all course evaluations to be used for curricula maintenance and to be available by the Department.
 - C-1.1.3.5.1.2 Submit a draft of the FSFN training materials (including Preservice Core and Specialty Tracks), based on feedback and recommendations from the evaluations and changes in laws, rules and policies.
 - C-1.1.3.5.1.3 Submit final FSFN training materials based on the comments received by the Department.
 - C-1.1.3.5.1.4 Conduct webinar and or job aides to introduce the new annual revisions to the FSFN learning materials.
 - C-1.1.3.5.2 Conduct a minimum of one Train-the-Trainer session for new trainers on the completed FSFN curriculum on an annual basis.
- C-1.1.4 Annual Maintenance of the Child Welfare Pre-Service Curriculum
 - C-1.1.4.1 Submit to the Department for review a detailed implementation plan for conducting the annual comprehensive review and maintenance of all Pre-Service Curricula (Core and Specialty Tracks).
 - C-1.1.4.2 Finalize the implementation plan for annual review and maintenance based on the feedback received by the Department.
 - C-1.1.4.3 Update and revise all Pre-Service Curricula (Core and Specialty Tracks) curricula.

C-1.1.4.3.1 The updated curriculum should be based on the Florida Child Welfare Practice Model, Family-Centered Practice theories, Chapter 39, Part III, F.S., and other pertinent departmental child welfare laws, rules and policies and as approved by the Department.

C-1.1.4.4 Submit a draft of the updated curriculum for Departmental review, including a spreadsheet of edits made (deletions/additions/revisions) to include date edits made and content location.

C-1.1.4.5 Make final edits to the learning materials based on the comments received by the Department.

C-1.1.4.6 Submit final copy of updated curriculum to the Department.

C-1.1.4.6.1 Submit instructions and a chart of changes to be disseminated to trainers.

C-2. ADMINISTRATIVE TASKS

C-2.1. Staffing

C-2.1.1 Staffing Levels

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

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

#	Position Title	% FTE
1.		
2.		
3.		
4.		
	TOTAL	

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

C-2.1.2 Staffing Changes

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

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

C-2.2. Professional Qualifications

Subject Matter Experts must be knowledgeable of the Florida Child Welfare Practice Model with expertise in protective investigations, case management and foster care licensing.

The FSFN Subject Matter Experts must be knowledgeable of and skilled in using the Florida Safe Families Network (FSFN).

C-2.3. Subcontracting

C-2.3.1 This Contract allows the Provider to subcontract for the provision of all services under this Contract, subject to the provisions of **Section 4.3** of the **CF Standard Integrated Contract 2016**. The subcontractor at any tier level must comply with the E-Verify clause as subject to the same requirements as the Provider. Written requests by the Provider to subcontract for the provision of services under this contract shall be routed through the contract manager for Department approval.

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

C-2.3.3 A copy of each executed subcontract shall be provided to the contract manager within ten (10) calendar days of the execution date of the subcontract. Payment to the successful vendor shall not be authorized until the contract manager is in receipt of each executed subcontract.

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

C-2.3.5 A copy of each subcontract amendment shall be provided to the contract manager within ten (10) calendar days of the execution date of the subcontract amendment.

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

C-2.4. Records and Documentation

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

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

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

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

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

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

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

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

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

REPORTS SCHEDULE				
#	Title	Due Date	# Copies	Contents
1.	Monthly Performance Measures Compliance Report	By the 15th calendar day following the end of the month for which payment is being requested.	TBD	TBD
2.	Request for Payment	Fifteen (15) calendar days following the end of the month for which payment is being requested.	TBD	TBD
3.	Quarterly Expenditure Report	By the 15th calendar day following the end of each quarter.	TBD	TBD

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

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

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

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

C-3. STANDARD CONTRACT REQUIREMENTS

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

EXHIBIT D – DELIVERABLES

D-1 DELIVERABLES

D-1.1 Service Units

A unit of service is described in **Attachment ____**, Monthly Activity Report. 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.

D-2 DELIVERABLES

D-2.1 The Provider shall maintain and deliver the following to the Contract Manager to document the completion of deliverables. Documentation of the completed deliverable shall be received by the Contract Manager by the listed due date and prior to the Request for Payment for approval by the Contract Manager prior to authorizing payment. If the due date falls on a State of Florida approved holiday or weekend, the deliverable documentation will be due the next state business day.

#	Title	Due Date to Contract Manager	# Copies	Contents
	Contract Implementation Plan Section C.1.1.1	TBD	TBD	TBD
	Content Analysis and Design Strategy for Pre-Service Child Protective Investigations Specialty track curriculum Section C-1.1.2.1 – C-1.1.2.2	TBD	TBD	TBD
	Child Protective Investigations Specialty Track training materials for Pilot Section C-1.1.2.1 – C-1.1.2.5	TBD	TBD	TBD
	Conduct Pilot of the Child Protective Investigations Specialty Track training Section C-1.1.2.6	TBD	TBD	TBD
	Child Protective Investigations Specialty Track curriculum Section C-1.1.2.6	TBD	TBD	TBD
	Instructional Design Strategy for FSFN curriculum – Pre-Service Core Section C-1.1.3	TBD	TBD	TBD
	Instructional Design Strategy for FSFN curriculum – CPI Section C-1.1.3	TBD	TBD	TBD
	Content Analysis and Design strategy for FSFN curriculum – Case Management/Adoptions Section C-1.1.3	TBD	TBD	TBD

Instructional Design Strategy for FSFN curriculum – Licensing Section C-1.1.3	TBD	TBD	TBD
FSFN curriculum – Pre-Service Core Section C-1.1.3	TBD	TBD	TBD
FSFN curriculum – CPI Section C-1.1.3	TBD	TBD	TBD
FSFN curriculum – Case Management/Adoptions Section C-1.1.3	TBD	TBD	TBD
FSFN curriculum – Foster Care Licensing Section C-1.1.3	TBD	TBD	TBD
Conduct Pilot of all FSFN Core training materials Section C-1.1.3.3.1	TBD	TBD	TBD
FSFN curriculum based on Pilot Section C-1.1.3.3.3.1	TBD	TBD	TBD
Conduct FSFN Train the Trainer (new curriculum) and maintain Training Activity Log Sections C-1.1.3.4	TBD	TBD	TBD

D-2. The Provider shall submit deliverables for state fiscal years 2018-2019, 2019-2020, 2020-2021, and 2021-2022 as specified below:

Implementation Plan for FSFN curricula Updates and Trainings Section C-1.1.3.5.1	TBD	TBD	TBD
Annual FSFN Curricula Updates Section C-1.1.3.5.1.2	TBD	TBD	TBD
Conduct Annual FSFN Train-the-Trainer Session Section C-1.1.3.5.2	TBD	TBD	TBD
Annual Implementation Plan for Curriculum Updates (Pre-Service Core and Specialty Tracks) Section C-1.1.4.1-C-1.1.4.2	TBD	TBD	TBD
Annual Curricula Updates (Pre-Service Core and Specialty Tracks) Section C-1.1.4.3 and Section C-1.1.4.4	TBD	TBD	TBD

D-2.2 The Department reserves the right to reject reports, documents and/or deliverables as incomplete, inadequate, or unacceptable according to the limits set forth in this contract. The Provider shall, without additional compensation, correct or revise any incomplete, inadequate, or unacceptable reports, documents and/or deliverables.

D-3 **MINIMUM LEVEL OF SERVICE FOR DELIVERABLES**

D-3.1 The minimum level of service for each deliverable shall be:

D-3.1.1 Delivered by the dates set out in **Section D-2.1**.

D-3.1.2 Evidence of proper completion of each deliverable through submission of required documentation set out in **Section D-2.1**.

D-3.1.3 Compliance with **Section D-2.2**, as applicable.

EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1 MINIMUM PERFORMANCE MEASURES

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

E-2 PERFORMANCE EVALUATION METHODOLOGY

E-2.1 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.

EXHIBIT F - METHOD OF PAYMENT

F-1. Fixed Price.

F-1.1 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 contract amount not to exceed TBD, subject to the availability of funds.

F-1.2 This contract is funded by and subject to annual legislative appropriations and Department approval for continued funding with the Provider for services. The annual funding levels, subject to the availability of funds, are as follows:

State Fiscal Year (SFY)	Funding Level
SFY 2017 - 2018	TBD
SFY 2018 - 2019	TBD
SFY 2019 - 2020	TBD
SFY 2020 - 2021	TBD
SFY 2021 - 2022	TBD
Total	

F-2. Invoice Requirements

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

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

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

F-3. RESTRICTION OF EXPENDITURES

F-3.1 Items expressly prohibited from purchase with these contract funds include but are not limited to items such as: flowers, awards or plaques, meals (excluding meals associated with travel per Chapter 112, F.S.) including bottled water, snacks, refreshments, entertainment, and promotional items that do not have a specific statutory authority including but not limited to ribbons and wrist bands.

F-4. QUARTERLY EXPENDITURE REPORT

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

EXHIBIT F1 –ADDITIONAL FINANCIAL CONSEQUENCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 1
Performance Compliance Report
State Fiscal Year _____

Reporting Period From _____ to _____

#	Performance Measure	Collection Methodology Performance Evaluation Methodology Mathematical Formula	% Compliance for the Month	Financial Consequences (FC)	FC Applied
1.	TBD	TBD	TBD	Financial Consequences in the amount of \$___ will be assessed each day following the due date for this deliverable specified in the deliverables table in Exhibit D until the report is submitted to the Department.	
2.	TBD	TBD	TBD	Financial Consequences in the amount of \$___ will be assessed each day following the due date for this deliverable specified in the deliverables table in Exhibit D until the report is submitted to the Department.	
3.	TBD	TBD	TBD	Financial Consequences in the amount of \$___ will be assessed each day following the due date for this deliverable specified in the deliverables table in Exhibit D until the report is submitted to the Department.	

ATTACHMENT 2

REQUEST FOR PAYMENT

State Fiscal _____

INVOICE #: _____

VENDOR NUMBER: _____

CONTRACT #: _____

TELEPHONE: _____

PROVIDER NAME: _____

ADDRESS: _____

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

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

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: _____	OCA: _____ AMOUNT: _____
DATE PAYMENT APPROVED: _____	
AUTHORIZING SIGNATURE: _____	
TITLE: <u>Contract Manager</u> TELEPHONE: _____	TOTAL AUTHORIZED: _____

ATTACHMENT 3

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

Section 1. Definitions

1.1 Catch-all definitions:

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

1.2 Specific definitions:

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

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

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

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

Section 3. Permitted Uses and Disclosures by Business Associate

- 3.1 The Business associate may only use or disclose protected health information covered under this Attachment as listed below:
 - 3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.
 - 3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.
 - 3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a)

for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.

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

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

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

Section 5. Termination

5.1 Termination for Cause

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

5.2 Obligations of Business Associate Upon Termination

- 5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

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

Section 6. Miscellaneous

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

ATTACHMENT 4

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

MONITORING

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

AUDITS

PART I: FEDERAL REQUIREMENTS

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

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

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

PART II: STATE REQUIREMENTS

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

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

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

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 Integrated Contract, Section 1.2.4.
- B. Department of Children & Families (1 electronic copy and management letter, if issued)

Office of the Inspector General
Single Audit Unit
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700
Email address: HQW.IG.Single.Audit@myflfamilies.com

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

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

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

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

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

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

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.

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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)