

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES SUPPLEMENTAL CONTRACT

EXHIBIT A – SPECIAL PROVISIONS

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

A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A-1.1. Contract Renewal

This Contract may be renewed for a period not to exceed five years, or for the original term of this Contract, whichever period is longer. Such renewal shall be made in accordance with section 287.057(13), Florida Statutes (F.S.). The renewal price is the estimated contract amount for the renewal years as prescribed by statute and annual appropriations.

A-1.2. Definitions

Program specific definitions may be found in the “CBC Definition of Terms” (Attachment 1).

A-2. STATEMENT OF WORK

There are no additional provisions to this section of this contract.

A-3. PAYMENT, INVOICE AND RELATED TERMS

A-3.1. Travel Expenses

The Lead Agency may establish rates for travel expenses lower than the rates specified in section 112.061, F.S., including mileage. The Lead Agency will reimburse staff in accordance to the agency’s travel policy, which shall be approved in writing by the Department’s Contract Manager (CM).

A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

A-4.1. Provider Indemnity

A-4.1.1. The following provisions shall apply in lieu of Section 9 of the Standard Contract (entitled “Provider Indemnity”). The Lead Agency shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney’s fees, arising from or relating to any alleged act or omission by the Lead Agency, its agents, employees, partners, or subcontractors alleged to be caused in whole or in part by the Lead Agency, its agents, employees, partners or subcontractors; provided, however, that the Lead Agency shall not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of the Department. The following additional terms will also apply:

A-4.1.1.1. The Lead Agency shall fully indemnify, defend, and hold harmless the State and Department from any suits, actions, damages, and costs of every name and description, including attorneys’ fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, related to or arising from the performance of this Contract; provided, however, that the foregoing obligation shall not apply to the Department’s misuse or modification of Lead Agency’s products or the Department operation or use of Lead Agency’s products in a manner not contemplated by this Contract. If any product is the subject of an infringement suit, or in the Lead Agency’s opinion is likely to become the subject of such a suit, the Lead Agency may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. The Department shall not be liable for any

royalties. If the Lead Agency removes an infringing product because it is not reasonably able to modify that product or secure the Department the right to continue to use that product, the Lead Agency shall immediately replace that product with a non-infringing product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.

A-4.1.1.2. The Lead Agency shall indemnify the Department for all costs and attorney's fees arising from or relating to the Lead Agency's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Lead Agency's redaction of the record, including litigation initiated by the Department.

The Lead Agency shall include in all subcontracts and require the subcontractors in all resulting contracts, and resulting contracts therefrom, include the requirement that such contracted entities indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, arising from or relating to any alleged act or omission by the contracted entities, their agents, employees, partners, or subcontractors alleged to be caused in whole or in part by the contracted entities, their agents, employees, partners or subcontractors; provided, however, that the contracted entities shall not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of the Department. The language in this section notwithstanding, in any perceived conflict between the terms of this agreement and s. 409.993, F.S., or s. 39.011, F.S., the statutory provisions control.

A-4.1.1.3. Nothing in this Contract shall constitute a waiver of sovereign immunity or consent by the Department or the State or its subdivisions to suit by third parties.

A-4.2. Insurance

A-4.2.1. In addition to the requirements of Section 10 of the Standard Contract, during the existence of this Contract, and any renewal(s) and extension(s) of it, the Lead Agency will maintain, and through contract require that its subcontractors maintain insurance in accordance with s. 409.993, F.S., any subsequent amendments to the statute, and the following requirements:

A-4.2.1.1. The Lead Agency, and its subcontractors that are direct providers of foster care and related services to children and families, shall maintain continuous adequate general liability coverage in accordance with s. 409.993, F.S. The Lead Agency, and its subcontractors that are direct providers of foster care and related services to children and families, shall maintain continuous adequate professional liability insurance coverage, including coverage for abuse and neglect, with the same limits and any other requirements of the statute for general liability insurance. The Lead Agency and all its subcontractors shall maintain continuous adequate non-owned automobile liability coverage in accordance with s. 409.993, F.S.

All Lead Agency and subcontractor policies of insurance shall be provided by insurers licensed or eligible to do business in Florida and require the insurer to give the Department written notice of any intention to cancel or refuse to renew the policy at least 30 days prior to cancellation or non-renewal.

A-4.2.1.2. The Lead Agency shall provide, and through contract, require its subcontractors to provide, the Department with Acord® 25 certificates of liability insurance naming the Department as the certificate holder evidencing such insurance to be in full force and effect at all times during the term of this Contract, attached to a certification, signed by a Lead Agency authorized representative, that the Lead Agency is in compliance with all applicable federal and state statutory and regulatory insurance requirements.

Submission of the foregoing shall not operate as acceptance by the Department of the adequacy of such policies to comply with these requirements.

A-4.3 Scrutinized Companies

A-4.3.1. The following provision shall apply in lieu of Subsection 35.e of the Standard Contract (entitled “Scrutinized Companies”).

A-4.3.1.1. If this Contract is for an amount of \$1 Million or more, the Department may terminate this Contract at any time the Lead Agency is found to have submitted a false certification under section 287.135, F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this contract, the Department may terminate this contract at any time the Lead Agency is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

A-4.4 Mandatory Reporting Requirements

A-4.4.1. The Lead Agency and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Lead Agency, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows:

A-4.4.1.1. A reportable incident is defined in CFOP 180-4, which can be obtained from the Contract Manager.

A-4.4.1.2. Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Contract Manager.

A-4.4.1.3. Other reportable incidents shall be reported to the Department’s Office of Inspector General through the Internet at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myflfamilies.com. The Lead Agency and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428.

A-4.5 Anticompetitive Agreements

A-4.5.1. The Lead Agency will not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Department or a provider of services to the Department.

A-4.6 Survival of Terms

A-4.6.1. The following is added to Subsection 33.j. of the Standard Contract: Given the nature of this Contract, the Lead Agency is expected to have continuing duties that survive the ending date or earlier termination of this Contract. By way of incomplete examples, these duties will most likely include reports (fiscal and programmatic), budgets, audits, and payments. Absent completion of surviving terms, the Lead Agency may not change its corporate status in any manner without Department approval.

A-4.7 Federal Law

A-4.7.1 The following provisions are added to Subsection 35.a. of the Standard Contract:

A-4.7.1.1 If the Lead Agency is a federal subrecipient or pass-through entity, then the Lead Agency and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR § 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the

OMB guidelines in 2 CFR, Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

A-4.7.1.2. If the Lead Agency is a federal subrecipient or pass through entity, the Lead Agency and its subcontractors who are federal subrecipients or passthrough entities, must determine whether or not its subcontracts are being awarded to a "contractor" or a "subrecipient," as those terms are defined in 2 CFR, Part 200. If a Lead Agency's subcontractor is determined to be a subrecipient, the Lead Agency must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

A-5 RECORDS, AUDITS AND DATA SECURITY

A-5.1. Client Files

The Lead Agency shall ensure the Department's immediate access to client files and will supply copies of requested materials within one business day of a request by the Department unless a longer time is agreed upon by both the parties.

A-5.2. Public Records

A-5.2.1. The following provisions shall apply in lieu of Section 26 of the Standard Contract (entitled "Public Records").

A-5.2.1.1. The Lead Agency shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Lead Agency in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. As required by section 287.058(1)(c), F.S., it is expressly understood that the Lead Agency's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

As required by section 119.0701, F.S., to the extent that the Lead Agency is acting on behalf of the Department within the meaning of section 119.011(2), F.S., the Lead Agency shall:

- Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.
- Upon request from the Department's custodian of public records, provide to the Department a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Lead Agency does not transfer the records to the Department
- Upon completion of the contract, transfer, at no cost, to the Department all public records in possession of the Lead Agency or keep and maintain public records required by the Department to perform the service. If the Lead Agency transfers all public records to the Department upon completion of the contract, the Lead Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Lead Agency keeps and maintains public records upon completion of the contract, the Lead Agency shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT DFCustodian@MYFLFAMILIES.COM, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 1317 WINEWOOD BLVD., TALLAHASSEE, FL 32399.

A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

A-6.1. Termination

Section 30 of the Standard Contract is replaced with the following language:

This Contract may be terminated without cause by the Department upon no less than 30 days' notice, and by the Lead Agency upon no less than 270 calendar days' notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by any delivery service that provides verification of delivery or by hand delivery to the CM or the representative of the Lead Agency responsible for administration of the program. If either party terminates this Contract without cause, that party shall coordinate a transition plan, as described in the "CBC Expiration/Termination Transition Planning Requirements" (Attachment 1) with the other party within 30 calendar days' of making such notification. This provision shall not limit the Department's ability to terminate this Contract for cause according to other provisions herein.

A-6.2. Dispute Resolution

In addition to Section 32 of the Standard Contract regarding dispute resolution, the parties agree to cooperate in resolving any differences in interpreting this Contract. Each party shall notify the other party of the name, business address and telephone number of that party's designated representative for dispute resolution purposes. Within five business days from receipt by the designated representative of the other party's written request for dispute resolution, the representatives will conduct a face-to-face meeting (or telephonic if mutually agreed) to resolve the disagreement. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the Lead Agency's Chief Executive Officer (CEO) (or add appropriate title) and the Department's Regional Managing Director. Upon referral, the CEO (or add appropriate title) and the Regional Managing Director shall confer to resolve the issue.

If the Regional Managing Director and CEO (or add appropriate title) are unable to resolve the issue within ten business days, the matter will be referred to the Secretary or his or her designee, whose decision on the matter will be final. The parties reserve all their rights and remedies under Florida law.

A-7. OTHER TERMS

A-7.1. Third Parties

This Contract shall not be construed as providing any enforceable right to any third party.

A-7.2. Governance

The Lead Agency shall be a Florida corporation or a governmental entity with a principal office located in the geographic area served by the Lead Agency. All of the policy making, management, and operational control of a non-governmental Lead Agency shall be vested in a self-perpetuating Board of Directors or a Committee of the Board of Directors whose membership shall meet the minimum requirements of s. 409.987(4)(b), F.S., and be 51% community/non-partner members who reside in the geographic area served

by the Lead Agency. The directors and officers of the Lead Agency shall have no business or financial ties to the Lead Agency, any of the providers that are part of the Lead Agency's provider network, or any suppliers that result in a personal financial gain to any director or officer. Service providers shall not maintain voting rights within the Board of Directors. Changes to the composition of the Board of Directors shall be approved in writing by the Department's Secretary, or designee.

A-7.3. Related Party Transactions and Conflict of Interest

The Lead Agency's Board of Directors shall establish uniform and consistent policies to address procurement requirements for any related party transactions which include, at a minimum, the prohibition of any conflicts of interest among the Lead Agency, its staff, its Board of Directors, and its subcontractors.

A-7.4 Unauthorized Aliens

Unauthorized Aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral termination of this Contract for violation of section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324a) and section 101 of the Immigration Reform and Control Act of 1986. The Lead Agency and its subcontractors will enroll in and use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employees assigned to this Contract means all persons employed or assigned (including subcontractors) by the Lead Agency or a subcontractor during the Contract term to perform work pursuant to this Contract within the United States and its territories.

A-8. FEDERAL FUNDS APPLICABILITY

A-8.1 The Lead Agency and its subcontractor(s) shall comply with all applicable federal and state laws, rules, and regulations as amended from time to time, that affect the subject areas of the contract, whether or not explicitly referenced herein.

A-8.2 Federal Whistleblower Requirements

Pursuant to Section 11(c) of the OSH Act of 1970 and the subsequent federal laws expanding the act, the Lead Agency is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act can be found at this website: <http://www.whistleblowers.gov>.

A-9. CLIENT SERVICES APPLICABILITY

The Lead Agency shall comply with all applicable terms related to the provision of services under this contract for clients designated in Section B-4.

EXHIBIT B - SCOPE OF WORK

B-1. SCOPE OF SERVICE

The Lead Agency shall deliver a comprehensive array of child protection and child welfare services as defined in s. 409.986 and 409.988, Florida Statutes (F.S.) to children and families in the geographic area described in Section B-3.1., while ensuring each child's safety, well-being and permanency.

The Lead Agency shall conduct all activities supported by this Contract in accordance with the Department's Invitation to Negotiate, dated November 20, 2020, and its response. Both Invitation to Negotiate and the response are hereby incorporated by reference and shall be maintained in the Lead Agency's and the Department's official files.

B-2. MAJOR CONTRACT GOALS

In accordance with s. 409.986(1)(a), F.S., it is the intent of the Legislature that the Department of Children and Families provide child protection and child welfare services to children through contracting with community-based care lead agencies. It is the further intent of the Legislature that communities have responsibility for and participate in ensuring safety, permanence, and well-being for all children in the state. It is the goal of the department to protect the best interest of children by achieving the outcomes stated in s. 409.986(2), F.S., in conjunction with the community-based care lead agency, community-based subcontractors, and the Community Alliance. A community-based lead agency shall make every reasonable effort to deliver an array of services that are evidence-based, trauma-informed, and include:

- B-2.1.** Prevention services to prevent candidates for foster care from entering foster care.
- B-2.2.** Family Support Services for in-home cases in which there is a high or very high risk of future maltreatment.
- B-2.3.** Safety Management and Family Preservation Services for in-home cases.
- B-2.4.** Placement services for out-of-home care.
- B-2.5.** Extended Foster Care and Independent Living.
- B-2.6.** Adoption services.
- B-2.7.** Guardianship Assistance.
- B-2.8.** Well-being services to include transition services for young adults (including extended foster care and independent living), education, and health services.

B-3. SERVICE AREA/LOCATIONS/TIMES

B-3.1. Geographic Service Area - Services shall be provided in Circuit 12/ DeSoto, Manatee and Sarasota Counties. As provided in Rule 65C-30.018, Florida Administrative Code (F.A.C.), out-of-county services will be provided as agreed between contracted service providers. Such agreement shall include provisions that:

- B-3.1.1.** Home studies for the purpose of relative or non-relative placement shall be conducted and provided to the Lead Agency within 24 hours.
- B-3.1.2.** Home studies for the purpose of adoption shall be conducted and provided to the Lead Agency within 30 days.

B-3.1.3. Out of County Services home studies shall be assigned within five business days and completed within 15 calendar days of assignment and in compliance with other guidelines as set forth in Rule 65C-30.018, F.A.C.

B-3.2. Service under this Contract shall be provided 24 hours per day/7 days a week.

B-4. CLIENTS TO BE SERVED

Services are provided to children and families who need prevention services designed to prevent the removal of children considered candidates for foster care, family support services, family preservation and safety management services for families considered high or very high risk for removal of a child, out of home care, in-home supervision, independent living, case management services and out-of-home care placements, guardianship assistance, adoption services and post-adoption services. Clients who qualify for services under this Contract shall be determined in accordance with the provisions of: Chapters 39, 63, 402 and 409, F.S., and Chapters 65C-14 through 65C-17, 65C-27 through 65C-31, 65C-33, 65C-38, and 65C-41 through 65C-45, F.A.C.; and, Titles IV-B and IV-E of the Social Security Act. The Department shall make the final determination as to client eligibility for services. In the event of any disputes regarding client eligibility, dispute resolution, as described in Section A-6.2 shall be implemented.

B-5. CLIENT ELIGIBILITY/CLIENT DETERMINATION

In accordance with s. 409.988(1)(a), F.S., the lead agency shall serve all children referred as a result of a report of abuse, neglect, or abandonment to the department's central abuse hotline, including, but not limited to, children who are the subject of verified reports and children who are not the subject of verified reports but who are at moderate to extremely high risk of abuse, neglect, or abandonment, as determined using the department's risk assessment instrument, regardless of the level of funding allocated to the lead agency by the state if all related funding is transferred. The lead agency may also serve children who are considered candidates for foster care or whose parents have requested assistance.

B-6. EQUIPMENT

The Lead Agency shall comply with requirements related to the nonexpendable property obtained or transferred for services under this Contract as addressed in the "Lead Agency Tangible Personal Property Requirements" (Attachment 1).

B-7. CONTRACT LIMITS

B-7.1. Service Responsibility

Pursuant to s. 409.988(1)(a), F.S., the Lead Agency will identify services being provided to the children and families served. The Lead Agency and the Department will complete an annual assessment of current services provided, identify any needed services not presently provided and what would be required to provide the services. The assessment will include a review of safety management services and evidence-based practices to address the complex needs of all children, including teens, and caregivers served within their local systems of care. The Lead Agency and the Department will identify gaps in services being provided and the reason for such gaps. Once gaps are identified, the Lead Agency may elicit the assistance of the Department in securing the resources to fill the identified gaps in service, and the Department will have an opportunity to review the supporting data collected by the Lead Agency prior to providing assistance.

B-7.2. Mitigating Financial Risk to The Lead Agency

The Community-Based Care Risk Pool process established by s. 409.990(7), F.S., will be used to mitigate the financial risk to the Lead Agency, regardless of the funding level of the Risk Pool. Should available Risk Pool resources be insufficient to meet the needs of the Lead Agency and other approved applicants, the Lead Agency will work with the Department to pursue additional funding through other available

resources, including the Florida Legislature, taking into consideration the unmet needs of other approved applicants. The Lead Agency shall submit a Plan for Financial Viability (Plan) to its respective Department Regional Managing Director by August 15. The Department will establish the criteria that must be contained in the Plan. The Lead Agency will submit to the Department quarterly reports on the implementation status of the submitted Plan. An annual summary implementation report will be due August 1 of each subsequent year. The Lead Agency must maintain a cash reserve of 2% of its annual funding and not access such cash reserve absent prior approval by the Department. Any Lead Agency that requests additional funding either in excess of 3.5% of their current annual funding or for two consecutive years, as a precondition for receipt of the requested funding, must pay for a forensic audit of themselves performed by auditors chosen by and reporting their results to the Department.

The Community-Based Care s. 409.992(3), F.S., establishes Lead Agency expenditure guidelines. The Lead Agency administrative employee may not receive a salary, whether base pay or base pay combined with any bonus or incentive payments, in excess of 150 percent of the annual salary paid to the secretary of the Department of Children and Families from state-appropriated funds, including state-appropriated federal funds. This subsection does not prohibit any party from providing cash that is not from appropriated state funds to a community-based care lead agency administrative employee.

B-7.3. Compliance with all state laws and rules, and federal laws and regulations

The Lead Agency will comply with and ensure that all its subcontractors comply with all state laws and rules, federal laws and regulations, Department Operating Procedures (CFOP's) or Department-approved Lead Agency policies and procedures, Department policy memos, and Practice Guidelines, as they may be promulgated or amended. A partial list is available within the "CBC Authority and Requirements Reference Guide" (Attachment 1). The Lead Agency has an obligation to identify and understand all state laws and rules, federal laws and regulations and Department CFOPs. If the Lead Agency objects to implementation of a Department policy memo or operating procedure within 30 days of receipt of Department notice thereof, it shall identify the basis for such objection in writing. If the Department determines that it will still seek implementation of the contested policy memo or operating procedure, the Lead Agency may seek review by the appropriate Director or the Office of Child Welfare whose decision will be final on the issue. Department policy memos will be issued through the CM to the Lead Agency's designated official point of contact.

B-7.4. Policies and Procedures

The Lead Agency point of contact will submit proposed policies and procedures to the CM for review and approval. Policies and procedures developed by the Lead Agency must be at least as restrictive of those included in any Department or federal statute, rule or regulation. The Department will respond to the Lead Agency's request for policy approval within a reasonable time period in support of Lead Agency continuity of operations. Department-approved Lead Agency policies and procedures will be valid for the term of this Contract, updating as necessary to align with changes in statute, rule, or operating procedures.

B-7.5. Pending Litigation

The Department will consult with the Lead Agency regarding pending lawsuits that may affect services under this Contract but will have no obligation to the Lead Agency to undertake or change any position in any case. The Lead Agency shall comply with any requirements imposed by an applicable court order or settlement related to such lawsuits. Verified increases in costs resulting therefrom will be considered under Section B-7.2. The Lead Agency will notify the Department of all lawsuits related to this Contract or services, within ten calendar days of receipt of service.

EXHIBIT C - TASK LIST

The Lead Agency 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. Safety

C-1.1.1. Prevention Services

The lead Agency shall deliver Prevention Services, including, but not limited to:

C-1.1.1.1 Family support services for “Parent Needs Assistance” referrals, as defined in CFOP 170-4, that are not investigations, but which require such services.

C-1.1.1.2 Prevention services for candidates at imminent risk of entering foster care with a priority on services that utilize Well-Supported, Supported, or Promising practices to prevent entry into foster care as designated in the federal Administration of Children and Families Clearinghouse (Clearinghouse).

C-1.1.1.2.1 Provide details regarding a plan to ensure at least 50% of all service expenditures related to prevention services designed for and related to children at “imminent risk of entering foster care” will be either Supported or Well-Supported evidence-based practices as designated in the Clearinghouse by October 1, 2022.

C-1.1.1.2.2 Provide details regarding a plan to ensure at least 50% of all service expenditures related to prevention services designed for and related to children at “imminent risk of entering foster care” will be Well-Supported evidence-based practices as designated in the Clearinghouse by October 1, 2024.

C-1.1.1.3. Participate in the creation of an annual Prevention Plan with your region, Sheriff’s office if responsible for child protective investigations, and other stakeholders.

C-1.1.2. Child Protection Tasks

The Lead Agency shall be responsible for Child Protection Tasks, including, but not limited to:

C-1.1.2.1. Delivery of foster care and services based on a trauma-sensitive individualized case plan developed pursuant to state and safety measurement standards, s. 39.6011, 39.6012, 39.6013, 39.602, and 39.603, F.S. Placements must be made in accordance with Rule 65C-45.013(1)(a), F.A.C., and CFOP 170-11 Chapter 12, Levels of Licensure.

C-1.1.2.2. All services must be documented in the child's Florida Safe Families Network (FSFN) master file.

C-1.1.2.3. Assignment of a Dependency Case Manager to ensure availability of services upon removal of any child as a result of an investigation. The Dependency Case Manager shall be assigned as secondary to the to the case at shelter to ensure availability of services. Additionally, the Lead Agency shall ensure that all actions taken in relation to provision being made available for each specific service identified in the plan are documented in FSFN. Should information that does not impact the safety determination be incomplete, the Lead Agency shall not delay provision of available services while the Child Protection Investigator (CPI) is collecting the necessary information. Transfer of primary responsibility shall to occur within 10 days of the shelter hearing.

C-1.1.2.4. Provision of assistance in response to requests from the Department or Sheriff’s Office conducting child protective investigations related to its coordination of child safety issues with Agency Health Care for Administration, Department of Juvenile Justice and Agency for Persons with

Disabilities. The Lead Agency recognizes that certain children, who are at risk of abuse or neglect, cross multiple systems of care and multiple state agencies.

C-1.1.3. Safety Management and Family Preservation Services

C-1.1.3.1. The Lead Agency shall provide family preservation services and formal safety management services to children who meet the requirements of Rule Chapter 65C-30, F.A.C., at the capacity necessary to meet the needs of the service area, including adequate availability during investigations and ongoing case management. Safety management services must be intensive and prioritize early in-home engagement.

C-1.1.3.2. The Lead Agency shall develop internal methods to evaluate the quality and effectiveness of the formal safety management services delivered.

C-1.1.3.3. The Lead Agency shall ensure that safety plans are managed following case transfer.

C-1.1.3.4. If, at any point during the investigation process, the CPI identifies a need for a Present Danger Safety Plan that cannot be accommodated by informal supports, the Lead Agency will facilitate access to an array of formal safety services.

C-1.1.3.5. The Lead Agency is responsible for working in partnership with the Department to fully implement and operationalize the Child Welfare Practice Model (CFOP 170-1).

C-1.2 Permanency

C-1.2.1. Adoption Services

The Lead Agency shall deliver Adoption Services as outlined in Rule Chapter 65C-16, F.A.C., including, but not limited to:

C-1.2.1.1. The Lead Agency shall dedicate resources to the execution of, and work in conjunction with the Department on the implementation and ongoing management of local and state plans for the promotion of adoption, support of adoptive families, post adoption services and support, and prevention of abuse, abandonment, and neglect of children as outlined in s. 39.001(9) and (10), F.S.

C-1.2.1.2. Services designed to prepare children for adoption placement.

C-1.2.1.3. Recruitment of adoptive families for children with special needs, and families that reflect the racial and ethnic diversity of children waiting for adoptive homes.

C-1.2.1.4. Input and maintenance of information on the adoption information section of FSFN to include children waiting for adoption and approved adoptive families. In addition, the Lead Agency shall ensure that Explore Adoption (www.adoptflorida.org) is updated within 15 calendar days of a child becoming available for adoption. If information cannot be placed on these websites in a timely manner, the explanation shall be documented in FSFN on a weekly basis until the website is updated. Further, the Lead Agency shall ensure that both the web memos and photos positively represent Florida's most vulnerable children.

C-1.2.1.5. Pre- and post-adoption support services to adoptive families, including services leading to, and after, finalization of the adoption. Examples include assessment of the child and family for needed services and supervision of the child in the adoptive home; referral to appropriate medical, mental health, and behavioral management services; services pertinent to children with developmental disabilities, if applicable; and training and support group participation for the child and family. Within the limits of federal and state guidelines, the Lead Agency, acting as the provider of adoption services, is given the authority to obligate the Department when all parties have signed an adoption assistance agreement.

C-1.2.1.5.1. If the Department or its contracted provider has responsibility for placement and care of the child, the Lead Agency in the county where the court has jurisdiction is responsible for the adoption assistance agreement and paying the adoption subsidy, even if the child is placed in an adoptive home in another county.

C-1.2.1.5.2. If the Department or its contracted provider does not have responsibility for placement and care of the child, the Lead Agency in the adoptive parents' county of residence is responsible for determining whether the child meets the definition of special needs, entering into the adoption assistance agreement and paying the adoption subsidy.

C-1.2.1.6. Designate staff responsible for developing and providing post-adoption services for families and ensuring a means of communication is in place to ensure that adoptive parents and adopted children know how to access these services. Provide information about services available to families requesting post-adoption support services. Examples of post-adoption support services include, but are not limited to: short term case management; the provision of support groups for adoptive parents and their adopted children; training and educational opportunities for adoptive families; assistance with financial needs through medical assistance; assistance with securing necessary mental health, behavioral, therapeutic and dental services pertinent to children with developmental disabilities, if applicable; and medical services for the adopted child. These services shall be documented in FSFN as post-adoption services cases.

C-1.2.1.6.1. When a child adopted from foster care becomes an adult and requests identity information from his/her closed adoption/foster care record, the "Guidelines for Release of Children's Records" (Attachment 1) must be followed. An adopted child who was never in foster care should be referred to Florida's Adoption Reunion Registry for assistance.

C-1.2.1.6.2. Upon request from an adoptive family updates for Adoption Assistance Medicaid shall be completed in FSFN, as well as the necessary interstate forms to establish Florida Medicaid for adoptive families who have moved to Florida with an adopted child who is receiving adoption assistance from another state.

C-1.2.1.7. Collecting, redacting (as necessary), and making available for the purposes of adoption, no later than at the time of the child's placement with the prospective adoptive parents, all documentation and information to fully disclose the history of each child to be adopted to the prospective adoptive parents, as required by s. 63.085, F.S., and Rule 65C-16.002, F.A.C.

C-1.2.1.8. The Department will work with the Lead Agency to develop its own operational procedures to include additional disclosure of information and the timing of that disclosure for prospective adoptive parents. The Lead Agency policies concerning disclosure and the timing of disclosure shall be reviewed and approved by the Department.

C-1.2.2. Placement Services

The Lead Agency shall deliver Placement Services in the least restrictive setting, including, but not limited to:

C-1.2.2.1. Providing of supervision and placement of children, 24 hours per day and 365 days per year.

C-1.2.2.2. Licensing family foster homes in accordance with s. 409.175, F.S., and Rule Chapter 65C-45, F.A.C.

C-1.2.2.3. Achieving and maintaining of licensure by the Department as a child-placing agency in accordance with s. 409.175, F.S and Chapter 65C-15 F.A.C. Ensuring subcontractors are licensed as a

child-placing agency, if performing Title IV-E reimbursable services, or if required pursuant to Florida law.

C-1.2.2.4. Ensuring the provision of the Child Health Check-Up, in accordance with Rule 65C-28.003, F.A.C., for children under the supervision of the Lead Agency.

C-1.2.2.5. Ensuring that every reasonable effort is made to perform diligent search and family finding services to secure, review, and approve all relative and nonrelative-placements under the Lead Agency's supervision in accordance with Rule 65C-38.002 and 65C-28.011, F.A.C. and compliance with s. 39.0138, F.S. and s. 39.5085, F.S. Placement of children must adhere to federal requirements for the least intrusive, best interest of the child, least disruptive placement with priority preference given to closest blood relative or adoptive relative (parents, siblings, grandparents, etc.). A home study must be completed and approved and included in FSFN in accordance with Chapter 39, F.S., prior to placement of the child. Every reasonable effort must be made to perform diligent searches and family finding services as early as possible to locate family or fictive kin as a priority placement.

C-1.2.2.5.1. The Lead Agency shall submit a plan annually to the Department outlining the process for increasing relative and non-relative placement. Following the initial year, this report must include the results of such efforts for the previous year.

C-1.2.2.5.2. The Lead Agency shall ensure the placement of any child in a residential care setting is based on an assessment, as outlined in s. 39.523, F.S. and Rule 65C-28.004, F.A.C., of the child's needs and justification to support the decision to place a child in a residential care setting is documented in FSFN prior to or within 30 calendar days after the placement is made, including the process for assessment and placement in a Qualified Residential Treatment Program. Short and long-term placement of any child in residential care settings must be thoroughly documented and maintained in FSFN.

C-1.2.2.5.3. In the event the Lead Agency exercises the authority to deny any home the opportunity to provide out-of-home care to any child served under this Contract, justification to support that decision must be thoroughly documented and maintained in FSFN.

C-1.2.2.6. Coordinating and collaborating with the Department's Interstate Compact on the Placement of Children office when working with children who are placed out of state or children who are being placed from another state. In carrying out these activities the Lead Agency shall comply with 42 U.S.C. 622, 629h, 670-679b, and the Interstate Compact on Adoption and Medical Assistance. The Lead Agency agrees to comply with future Interstate Compacts executed by Florida. The Lead Agency also agrees to designate an Interstate Compact on the Placement of Children (ICPC) Specialist in each area they serve, to expeditiously gather information and process necessary documentation to initiate home studies pursuant to the ICPC and monitor their progress through the Florida ICPC office. The ICPC Specialist will provide this service for the life of the case, including immediately after a child is sheltered, regardless of whether the case has been transferred to case management or whether a case manager is assigned secondary on the case.

C-1.2.2.7. Ensuring placement assessments are conducted on all children in out-of-home care in accordance with s. 39.523(2), F.S. and Rule 65C-28.004 F.A.C.

C-1.2.2.8. Collaborating with the Indian Child Welfare Tribe and consulting with Children's Legal Services (CLS) regarding issues related to compliance with the provisions of the Indian Children Welfare Act. Comply with 25 U.S.C. 1901 et seq., and Rule 65C-28.013, F.A.C. Placement of an Indian child shall be made in accordance with the placement preferences outlined in the Act. The Indian child's parent or Indian custodian and his or her tribe shall be notified of all legal and case planning activities. Ongoing efforts to communicate with the tribe and providing tribes notice of all

judicial hearings and case planning reviews and be kept informed of changes in the status of the case.

C-1.2.3. Guardianship Assistance Program (GAP)

The Lead Agency shall deliver the GAP tasks, including but not limited to:

C-1.2.3.1. Registration of information on the Guardianship Assistance Program Eligibility section of FSFN to include GAP eligibility. In addition, the Lead Agency shall document the completion of GAP eligibility redetermination on an annual basis and maintain any updates to the GAP page on a continual basis.

C-1.2.3.2. Within the limits of federal and state guidelines, the Lead Agency, acting as the provider of a GAP, is given the authority to obligate the Department when all parties have signed a guardian assistance agreement and extension of guardianship assistance agreement. The guardianship assistance agreement and extension of guardianship assistance agreement is binding until the child reaches age 18 or 21, if the family opts into the extension of GAP, it is determined that the guardian is no longer legally responsible for the child, or it is determined that the guardian is no longer providing support to the child. The agreement cannot be altered unless the guardian concurs.

C-1.2.3.3. Designated staff responsible for developing and providing services through the Guardianship Assistance Program for families and ensuring communications are in place so that guardians and children know how to access these services.

C-1.3. Well-Being

C-1.3.1. Education

The Lead Agency shall dedicate resources to the execution of, and take the lead on, the implementation and ongoing management of local action plans for the early development and education of children in out-of-home care. The goal of the local action plan is to improve the educational, employment and life skill outcomes for children and will address the need to identify any barriers that stand in the way of their doing well in school and work. The plan should also include assisting young children in school readiness, including access to quality childcare, Early Head Start or Head Start, early childhood special education, Early Steps, and other early development and learning opportunities.

C-1.3.1.1. Ensure stability of children in their same school if reasonably possible, unless remaining in the school of origin it is not in the best interests of the child, in compliance with 20 U.S.C. 6311(g)(1)(E). Document and upload in FSFN and provide to the child's school the factors considered in determining whether a child remaining in the school of origin is in the child's best interest, in compliance with 20 U.S.C. 6311(g)(1)(E). The decision-making for determining whether it is in the child's best interest to remain in the school of origin shall include input from the child welfare professional, school representative, guardian ad litem, child and child's parent of guardian.

C-1.3.1.2. Include the local school district's point of contact in all staffings that may affect the child's school stability, in compliance with 20 U.S.C. 6311(g)(1)(E).

C-1.3.1.3. Provide at each judicial review, information on the child's educational progress as well as reasons for school change as appropriate.

C-1.3.1.4. The Lead Agency must make every effort to assist the enrolling school in obtaining the child's records and provide the school all educational records available to the Lead Agency. The Lead Agency shall designate a point of contact to collaborate with the local school district's point of contact to ensure school stability for children in out-of-home care.

C-1.3.1.5. Collaborate with school districts and individual schools to minimize delay in enrollment,

delay in records transfer, loss of credits, truancy, disciplinary actions, school dropout, etc.

C-1.3.1.6. Ensure compliance with the s. 39.604 F.S., also known as the Rilya Wilson Act, for children attending daycare. A child from birth to the age of school entry, who is under court-ordered supervision or in out-of-home care and is enrolled in an early education child care program must attend the program five days a week unless the court grants an exception due to the court determining it is in the best interest of a child.

C-1.3.1.7. Minimize disruptions to secure attachments and stable relationships with supportive caregivers of children from birth to school age and to ensure that these attachments are not disrupted due to placement in out-of-home care or subsequent changes in out-of-home placement. A child must be allowed to remain in the childcare or early education setting that he or she attended before entry into out-of-home care if reasonably possible, unless remaining is not in the best interests of the child.

C-1.3.1.8. Work toward readiness of children to learn when entering school.

C-1.3.1.9. Promote, encourage and facilitate full participation, where possible in extracurricular activities if youth desires.

C-1.3.1.10. Support active student involvement in their educational planning.

C-1.3.2. Services for Transitioning Youth and Young Adults

C-1.3.2.1. The Lead Agency shall provide or coordinate the provision of life skills assessments, daily living skills and other transitional type services, to include transition planning for youth receiving the Department's protective supervision. These provisions shall continue for young adults participating in Extended Foster Care (EFC).

C-1.3.2.2. The Lead Agency shall provide or coordinate the provision of EFC, Postsecondary Education Services and Support, and Aftercare Services within funds available through this Contract.

C-1.3.2.3. The Lead Agency shall comply with National Youth in Transition Database mandatory data collection requirements and assist in the coordination of youth and young adult survey completion.

C-1.3.2.4. The Lead Agency shall assist with other youth and young adult surveys coordinated by the Department.

C-1.3.2.5. Lead Agency is required to provide a plan describing the scope, approach and methods specific to serving youth and young adults in transition. The plan should include development of staff competency and development of supportive housing.

C-1.3.3. Health Services

The Lead Agency is responsible for ongoing oversight and coordination of health care services, including, but not limited to, medical, dental, psychiatric, behavioral, and emotional needs, for children in licensed and unlicensed out-of-home care. The Lead Agency shall designate a Behavior Health Coordinator to be responsible for the oversight and coordination of health care services.

C-1.3.3.1. The Lead Agency shall work with the Department in developing an approach to ensure compliance with the Health Care Services outlined in 42 U.S.C. 6422(b)(15)(A) and Chapter VIII of the "Florida's Health Care Oversight and Coordination Plan" (Attachment 1). The Lead Agency shall work with the Department's regional staff to dedicate resources to the coordination of the provision of health care services. The Lead Agency shall be responsible for the ongoing case management to coordinate access of the health care services for children in out-of-home care within the geographical service area described in section B-3.1.

C-1.3.3.2. The Lead Agency shall determine suitability of dependent children for placement or maintenance in residential treatment for mental health conditions in accordance with the “Suitability for Residential Placement Guidelines,” “60-Day Review of Suitability of a Child for Residential Treatment”, and the “90-Day Assessment of Suitability of a Child for Residential Treatment” (Attachment 1). The Behavioral Health Coordinator in each CBC must review and complete the current providers training located on their website to ensure proper procedures and requirements are being assessed and completed.

C-1.3.3.3. Children’s Mental Health Child Welfare Wraparound Funding. The Lead Agency shall deliver children’s mental health services with funds identified in section F-1.3.3 of this Contract for this purpose. To ensure the Purchase of Therapeutic Services for Children (100806) funds are being spent as required, the Lead Agency will comply with the “Guidance Document for Use of 100806 Funds (Purchase of Therapeutic Services for Children)” (Attachment 1).

C-1.3.3.4. Section 65C-35.012(2), F.A.C., requires Pre-Consent Reviews be required to be completed on all children 17 years of age and younger who are prescribed two or more psychotropic medications.

C-1.4. Management

C-1.4.1. Licensing Tasks

The Lead Agency shall perform Licensing Tasks, including, but not limited to:

C-1.4.1.1. Compliance with licensing requirements as described in s. 409.175 and s. 409.145, F.S., Chapter 65C-45, F.A.C., CFOP 170-11, Chapters 12, Foster Home Licensing, and 42 U.S.C. §671(a)(20)(B)(i)-(ii).

C-1.4.1.2. If the Lead Agency elects the Attestation Model for either initial or re-licensure or both, then the Lead Agency shall follow all provisions as outlined in Rule 65C-45, F.A.C. The Lead Agency will review and approve all initial and re-licensing packets for all its subcontracted agencies responsible for licensure and supervision of foster home licensing and make a recommendation to the Department to issue an approval or denial of an initial license, or renew, revoke or modify an existing license.

C-1.4.1.3. The Lead Agency agrees to complete the Licensing/Relicensing Checklist in FSFN for all licensed foster care providers at the time of initial licensure and re-licensure.

C-1.4.1.4. Recommend that the Department issue or deny an initial license or renew, revoke, or modify an existing license. If the Department is unable to approve the application for re-licensure prior to the expiration of the license, due to the lack of supporting documentation and/or the completion of the attestation form, the Lead Agency will staff the case with regional department licensing staff to determine placement options for children placed in the home.

C-1.4.1.5. Consult with the Department’s regional licensing office prior to recommendation to revoke, suspend, or deny a license and shall provide enough information to support the recommendation, as required by Rule 65C-45, F.A.C., and CFOP 170-11 Chapter 12, Levels of Licensure. In the event the Lead Agency exercises the authority to deny any home the opportunity to provide out-of-home care to any child served under this Contract, justification to support that decision must be thoroughly documented and maintained in FSFN.

C-1.4.1.6. Review incident reports from the incident reporting system that do not meet the legal definition of abuse, neglect, or abandonment, but which reflect complaints about the conditions or circumstances within a foster home under contract with the Lead Agency, documenting the review in FSFN; and will assist the Department’s regional licensing staff with the review of intakes with

allegations against staff at group homes or foster parents who are under contract with the Lead Agency and located within the service delivery area. The Lead Agency will also respond to the conclusions of any such reviews and identify any corrective action needed.

C-1.4.1.7. Develop a corrective action plan with the family foster home as required by Rule 65C-45, F.A.C., and CFOP 170-11 Chapter 12, Levels of Licensure. The plan shall be developed by the supervising agency in conjunction with the licensed out-of-home caregivers and shall be approved by the Department's regional licensing staff.

C-1.4.1.8. Provide copies of licensing records to the Department, within five business days, when requested.

C-1.4.1.9. Develop a methodology which identifies the target number of foster homes (beds) each fiscal year. The methodology and target shall be shared with, and approved by, the Department's regional licensing office.

C-1.4.2. Quality Assurance (QA) and Continuous Quality Improvement (CQI)

The Lead Agency is responsible for the quality of services provided directly by the Lead Agency and services provided by sub-contracted agencies and the direct service with which the Lead Agency has a direct contractual relationship. The Lead Agency shall operate a comprehensive QA/CQI program to address oversight and accountability of the child welfare services continuum. The Lead Agency shall ensure there is capacity and resources to sustain ongoing CQI processes, including designated CQI staff. All activities shall comply with the most recent version of the Department's "Windows into Practice: Guidelines for Quality Assurance Reviews" (Attachment 1) to fulfill the Department requirements for a comprehensive CQI system. The Guidelines for completing case reviews will be updated as necessary and posted on the Quality Improvement page of University of South Florida's Center for Child Welfare website. If the Lead Agency objects to implementation of a new provision of an element of the Windows Into Practice, the Chief Executive Officer shall, within 30 days of receipt of Department notice thereof, identify, in writing, the basis for such objection which shall include the impact to the provision of services for all children or increased financial obligation that cannot be met. The Department will respond to such objection prior to implementation. If the Department determines that it will still seek implementation of the contested provision, the Lead Agency may seek review by the Department. If the parties do not agree to the resolution, the issue may be escalated to the Assistant Secretary for Child Welfare, who will be the final decision-maker on the issue.

C-1.4.2.1. The Lead Agency shall aggregate and analyze results from quality assurance reviews conducted and incorporate the analysis and findings in the annual performance report and continuous quality improvement plan.

C-1.4.2.2. The Lead Agency shall attend quarterly meetings and monthly conference calls with the Department to collaborate on federal and state QA and CQI initiatives. The Lead Agency shall notify the Department's CM of any meetings conducted under this section with a list of attendees.

C-1.4.2.3. The Lead Agency shall collaborate in special reviews as deemed necessary.

C-1.4.2.4. The Lead Agency shall require new QA reviewers to attend QA Training within six (6) months of hire.

C-1.4.2.5. The Lead Agency shall ensure staff levels are maintained as required.

C-1.4.3. Other Service System Tasks

C-1.4.3.1. At the request of the Department, the Lead Agency shall provide performance information or reports other than those required by this Contract to a single point of contact designated by the Department.

C-1.4.3.2. The Lead Agency shall cooperate with the Department in any investigation resulting from a regulatory complaint about a licensed home or facility serving clients of the Lead Agency or one of its subcontractors.

C-1.4.3.3. The Lead Agency shall meet with the Regional Managing Director/Regional Family and Community Services Director/Community Development Administrator and Community Alliance representatives on a quarterly basis, or as otherwise requested by the Department, to provide a briefing on the status of its operation.

C-1.4.3.4. As required by s. 409.988(1), F.S., the Lead Agency shall identify an employee to serve as a liaison with the Community Alliance and community-based and faith-based organizations interested in providing services to the children and families served by the Lead Agency. The Lead Agency shall ensure that appropriate Lead Agency staff and subcontractors are informed of the specific services or assistance available from community-based and faith-based organizations.

C-1.4.3.5. If conditions exist that could possibly interrupt service delivery, the Lead Agency shall notify the Department as soon as such condition is known to the Lead Agency.

C-1.4.3.6. The Lead Agency will pay the cost (and ensure its subcontractors pay the cost) of background screening for their respective employees, foster and adoptive parents, and relative and non-relative caregivers providing care for children for placements they have initiated. The Lead Agency is responsible for ensuring employees, including subcontracted providers, are of good moral character and appropriately background screened as required by s. 39.001(2), F.S. Background screening shall include, but not be limited to, fingerprinting for State and Federal criminal records checks through the Florida Department of Law Enforcement (FDLE) and Federal Bureau of Investigation (FBI), child abuse record checks through the Department, and local criminal history checks through local law enforcement agencies. The Lead Agency will be responsible for ensuring all volunteers and mentors within the Lead Agency's service area who are working within the system of care under the direct control of the Lead Agency, including subcontracted providers and purchase of service direct care providers, are appropriately background screened. Volunteer is defined as any individual who assists for more than 10 hours per month or any individual who assists on an intermittent basis for less than 10 hours per month but is not in the line of sight of a person who meets the screening requirements of this section. The Lead Agency is also responsible for establishing local protocols for background screening of informal safety plan providers as a result of safety plan modifications after case transfer. Criminal history checks of informal safety plan providers are limited to state and local records which do not require fingerprints.

C-1.4.3.7. The Lead Agency and its subcontractors shall comply with the foster care room and board rate cost of living increase in accordance with s. 409.145(4), F.S. Foster care room and board rates that exceeded the cost of living increase must be approved in a written rate agreement with the regional program safety office.

C-1.4.3.8. The Lead Agency must provide translation services for families who do not speak English and are hearing impaired as required in section 9.3.

C-1.4.4. General

C-1.4.4.1. The Lead Agency shall implement policies and procedures and monitor compliance to ensure that the provision of all services is fully documented in the child's master file in the Department's Comprehensive Child Welfare Information System (CCWIS) currently known as the FSFN. For standard case work, the Lead Agency shall ensure that FSFN is updated within two

working days of any changes known to the Lead Agency or its Case Management Organizations (CMOs).

The delineation of FSFN documentation responsibilities between the Lead Agency and child protective investigators (Department or Sheriff's office) is to be negotiated within the Circuits and updated as determined by each Circuit. A Circuit specific case transfer protocol will always be in place and will include communication with Children's Legal Services or its contracted agency per Circuit. The President/CEO of the Lead Agency and the Department Regional Managing Director shall confer regarding the delineation of FSFN documentation responsibilities under this section if the parties are unable to agree. The Department Assistant Secretary for Child Welfare or designee will make a final determination when the President/CEO of the Lead Agency and the Department Regional Managing Director are unable to agree.

C-1.4.4.2. The Lead Agency shall comply with all activities related to information systems in accordance with the "CBC Information System Requirements" (Attachment 1).

C-1.4.4.3. The Lead Agency shall submit a list of all external systems that contain CCWIS data to the Department by December 1st of each year to ensure the Department is meeting CCWIS rules and regulations of consistent usage and not being duplicative 45 CFR 1355.52(d)(2)(iv). This list of external systems shall contain:

C-1.4.4.3.1. The purpose of the external system.

C-1.4.4.3.2. Information regarding if it exchanges data with other systems.

C-1.4.4.3.3. Information on any automated functions this external system may have.

C-1.4.4.3.4. Information on how the system meets CCWIS Data Quality requirements 45 CFR 1355.52(d)(1) and (d)(2).

C-1.4.4.3.5. The annual operating costs of maintaining this external system.

As part of CCWIS Data Quality rules and regulations, pursuant to 45 CFR 1355.52(d), the Lead Agency shall also participate in all DCF biennial data quality review statewide activities and conduct data quality reviews on their external system(s) and their contents.

C-1.4.4.4. The Lead Agency and its subcontractors shall be responsible for ensuring that all mobile devices used to connect to the Department's network or systems will have appropriate security measures implemented per requirements in Rule 60GG-2.003, F.A.C., and CFOP 50-2 Chapter 4 to protect all data.

C-1.4.4.5. The Lead Agency shall ensure transportation of children under the supervision of the Department in out of home care to meet each child's safety, well-being, court attendance, and permanency needs. The Lead Agency shall comply with the provisions of Chapter 427, F.S., Part I, and Chapter 41-2, F.A.C., if public funds provided under this Contract will be used to support client transportation.

C-1.4.4.6. The Lead Agency and its subcontractors shall maximize the use of federally funded programs such as Medicaid, Supplemental Security Income SSI, foster care, guardianship assistance, and adoption by accurately determining eligibility for Title IV-B and Title IV-E, as per CFOPs 170-15 and 175-59. All residential group care placement decisions made by a lead agency must consider the federal Title IV-E claiming restrictions for specified residential group care placement found in 42 U.S.C. 672(k). The Department will cooperate in the Lead Agency's efforts to maximize such funds. The Lead Agency and its subcontractors shall maintain client eligibility records in FSFN and make them available in a timely manner for federal and state audits. Failure to obtain sufficient funds may result in a corresponding reduction of the total amount paid under this Contract.

C-1.4.4.6.1 The Lead Agency shall:

C-1.4.4.6.1.1. Develop and implement an annual monitoring plan that addresses oversight and accountability of accurate federal funding eligibility. This plan shall be submitted annually to the Department's CM, by October 15, for review and approval prior to execution of the plan by the Lead Agency. The plan must outline the mechanism for whom and when the reviews will be performed during the federal fiscal year, and a description of the data source to be used to capture the sample. The department developed review tools shall be used for Title IV-E Foster Care, IV-E Adoption Assistance and TANF Adoption Subsidy reviews. The period under review shall be a minimum of six months from the start date of the review. See Attachment 2- Federal Funding Annual Eligibility Monitoring Plan.

C-1.4.4.6.1.2. Conduct file reviews annually and document the results in the FSFN note feature. Samples of cases shall be drawn from FSFN identifying cases coded as eligible for each type of funding. Separate samples shall be drawn as appropriate for IV-E Foster Care, IV-E Adoption Assistance, and TANF Adoption Subsidy. A statistically valid sample with a 90% confidence level shall be used for Title IV-E Foster Care and Title IV-E Adoption cases. For the TANF Adoption case reviews a minimum of 20% of the population must be reviewed. However, in order to assess the variability of practice, purposive samples may be drawn rather than pure random sampling. Action shall be taken to ensure supporting documentation exists in FSFN for the eligibility determination made and to ensure Title IV-E is not claimed for periods during which the client is not eligible.

C-1.4.4.6.1.3. Compile and submit a monitoring report 30 calendar days following the review, but no later than September 30, annually. The report must include the number of error cases, a summary of each error case, actions taken to address each error case, outcome of each error case, population sizes to support the sample size, accuracy rate, and recommendations for improvements. The summary shall be submitted to the Department's CM. (See Attachment 2- Federal Funding Annual Eligibility Report)

C-1.4.4.7. The Lead Agency shall ensure that the services identified in Exhibit B, Scope of Work, are provided in a family-driven, trauma-informed, youth-guided, culturally and linguistically responsive, and integrated manner regardless of the county of origin.

C-1.4.4.8. The Lead Agency shall administer the fee collection process for clients under its care in accordance with the laws, rules and regulations specifically addressing the responsibilities of representative payee for social security funds paid on behalf of any child served under this Contract. This includes establishing a depository bank account and becoming the representative payee of the clients. Funds received will be assessed maintenance fees, in accordance with s. 402.33, F.S., and those fees will be transferred to the Department within 30 calendar days of receipt. The Department will return the applicable portion of the deposits made to the Operations and Maintenance Trust Fund of the Department, as appropriated by the Legislature to the Lead Agency under this Contract for services provided to the client(s) and subsequently invoiced to the Department. Funds in excess of the assessed fees to the client(s) will be retained in the Client Trust Fund and administered on behalf of the client(s) by the Lead Agency as Representative Payee in accordance with the terms of this Contract.

C-1.4.4.9. The Lead Agency shall assume all responsibilities for administration of the personal property and funds of clients, as required by s. 402.17, F.S., and Chapter 65C-17, F.A.C. FSFN shall be the official system of record for Trust Fund. Department personnel or their designees may review all records relating to this section upon request. Any shortages of client funds that are attributable to the Lead Agency shall be repaid, plus applicable interest, within one week of the determination. Any

shortages that are not repaid in accordance with this section will be recovered by the Department by deducting the amounts owed from subsequent payments to the Lead Agency for services provided under this Contract.

C-1.4.4.10. Transition Plan

The Lead Agency shall submit a draft transition plan in accordance with “CBC Expiration/Termination Transition Planning Requirements” (Attachment 1) within six months of the start date of this Contract and shall modify this plan in response to concerns raised by the Department. The Department may review this plan throughout the life of the contract, but this plan will receive final Department approval therefore at least nine months prior to any contract ending date unless notified by the Department that it intends to renew or extend the contract. This transition plan must include, at a minimum, the information included in the Department’s Transition Plan Template. Failure to receive Department approval at least nine months prior to any contract ending date, as extended, or renewed, shall require immediate hiring by the Lead Agency of a Department approved consultant to aid in constructing the transition plan. Failure to receive Department approval of a transition plan at least seven months prior to any contract ending date, as extended or renewed, removes Lead Agency expenditure authority for any monies under this Contract absent prior approval by the Department.

If a new provider has been awarded a contract, the Lead Agency will meet with the Department and the new provider within 14 business days after award to update the Department approved transition plan. The Lead Agency may not change its corporate existence in any manner without Department approval prior to Department approval of the completion of transition to the new provider, as well as Department approved completion of any and all outstanding duties, obligations, and responsibilities under this Contract and applicable law. If the completion of transition to a new provider has not successfully occurred before the end date of this Contract, the Lead Agency will agree to s. 287.057(12), F.S., extensions of this Contract requested by the Department until transition to the new provider is complete as determined by the Department.

This transition plan must include a protocol prior to the transfer of responsibility for any Client Trust Fund assets. The transition plan must account for oversight of all sub-contractors. The transition protocol shall not be implemented until written authorization is received from the Social Security Administration which establishes the Lead Agency as the Representative Payee for eligible clients served under this Contract.

C-1.4.5. Coordination with Other Providers and Entities

C-1.4.5.1. The Lead Agency shall work in partnership with local agencies on the implementation and ongoing management of local interagency or working agreements.

C-1.4.5.2. The Lead Agency shall work with the Department’s staff to establish and take the lead on maintaining working agreements with other providers and Department entities, local housing authorities, local work force initiatives, and other local organizations in order to fully implement the requirements of the local child welfare System of Care. Working agreements shall be specific as to

roles and responsibilities, establish a shared vision, and promote integrated community support and services in order to improve outcomes for families involved in the child welfare system.

C-1.4.5.3. The Lead Agency shall establish and maintain working agreements to include joint operating procedures with entities providing child protective investigations in counties served by the Lead Agency under this Contract.

C-1.4.5.4. The Lead Agency shall assist the Department's staff in developing interagency working agreement(s) with Federally Qualified Health Care Centers or Rural Health Care Centers that are located in its area of operation to address at least the following areas where applicable: dental services for children and families; medical and behavioral health care services for children and parents, including for parents without health care insurance coverage; nursing case management and health care coordination; and supportive services, such as transportation. The Lead Agency may be granted an exemption from this requirement if it can show the Department's regional staff that it has an alternative plan in place that addresses all the foregoing areas.

C-1.4.5.5. The Lead Agency shall work in partnership with the Department and its local Managing Entity on the development and implementation of a working agreement addressing the integration of child welfare and behavioral health.

C-1.4.5.6. The Lead Agency shall participate in local leadership teams formed to complete the Child Welfare and Behavioral Health initiative and shall partner with the Department and the local Managing Entity in completion of local Plans of Action to improve screening of parents by the dependency case managers; coordinate the receipt of the assessment to ensure that they meet the needs of the case managers to improve caregiver protective capacities and behavioral health disorders; coordinate with behavioral health providers regarding engagement and retention in treatment; and align planning and teamwork with the behavioral health providers. The Lead Agency will work with the Department and the Managing Entities to share data and set joint accountability measures to improve parental services. The Lead Agency will work with the Department and the Managing Entities to complete the GAP Analysis Tool Kit for behavioral health and parenting services and implement the findings. In preparation for the Family First Prevention and Services Act implementation the Lead Agency will work with the Department and the Managing Entities to implement evidence-based practices.

C-1.4.5.7. The Lead Agency shall participate in regional, local and community level task forces related to human trafficking, shall comply with the requirements of Chapter 65C-43, F.A.C., and shall ensure access to specialized service programs for minor victims of commercial exploitation, based on the victim's individual needs.

C-1.4.5.8. The Lead Agency shall work with the Department's regional criminal justice staff to establish and maintain working agreements with all local law enforcement agencies contained within the Lead Agency's service area. These working agreements shall clarify the roles, responsibilities, and information-sharing requirements as they relate to the reporting, investigation, missing children staffing and recovery of missing children. The Lead Agency will also ensure that it has provided and continually updates all law enforcement agencies contained within the Lead Agency's service area with 24-hour Lead Agency contact information.

C-1.4.5.9. The Lead Agency shall be bound by and comply with and shall require its subcontractors to comply with the terms of the Attachment 3 entitled "Children's Legal Services" which shall govern the relationship of the parties relating to the interaction between the Lead Agency and its subcontractors and the Department through CLS.

C-1.4.5.10. The Lead Agency, in conjunction with the local Family Intensive Treatment service providers subcontracted by the Managing Entities, shall participate in statewide, regional, and local meetings, shall collaborate in joint trainings, and shall coordinate attendance in court hearings and case transfer staffings.

C-2 ADMINISTRATIVE TASKS

C-2.1. Staffing

C-2.1.1. Staffing Requirements

C-2.1.1.1. The Lead Agency and its subcontractors shall continuously endeavor to provide an adequate number of qualified and trained staff to provide the services stipulated in this Contract.

C-2.1.1.1.1 Targets may be established by the Department based on an industry standard of client to case management ratio.

C-2.1.1.1.2. The Lead Agency shall have a plan to maximize employee retention and conduct an annual assessment on the effectiveness of such workforce retention efforts.

C-2.1.1.2. The Lead Agency shall ensure that its pertinent staff, and any pertinent subcontractor staff and volunteers, meet the qualification, screening and training/certification requirements as required by Chapters 65C-14 or 65C-15, F.A.C., s. 435.04, 402.40, 402.731, 409.145(2)(e) and 491.012, F.S., and 42 U.S.C. §671(a)(20)(B)(i)-(ii). Certain persons may be disqualified from Lead Agency or subcontractor employment or volunteer work as provided below:

C-2.1.1.2.1. If the Lead Agency or a subcontractor becomes aware that an employee or volunteer has been arrested for a disqualifying offense, the employer must conform to its own Department-approved human resource policies until the arrest is resolved in a way that the employer determines that the employee is still eligible for employment under Chapter 435, F.S.

C-2.1.1.2.2. The Lead Agency or subcontractor must either terminate the employment of any of its personnel, or terminate the use of a volunteer, found by background screening to be noncompliant with the minimum standards of Chapter 435, F.S. or good moral character requirement contained in s. 409.175, F.S., or place the employee or volunteer in a position for which background screening is not required unless the employee or volunteer is granted an exemption from disqualification pursuant to s. 435.07, F.S.

C-2.1.1.3. The Lead Agency shall not knowingly engage any current or former employee of the Department where such employment conflicts with s. 112.3185, F.S.

C-2.1.1.4. The Lead Agency or its subcontractor shall conduct a reference checks of any current or former Department or any Lead Agency or subcontractor employee who applies and is being considered for employment, prior to the appointment of the individual. In accordance with CFOP 60-70, Chapter 1, 1-4.c. (Employee Separations and Reference Checks), a reference check of a current or former Department employee shall include the review of their personnel file maintained by the Department, specifically any disciplinary actions, counseling documents, and the most recent employee evaluation. The Department's supervisor or manager may be contacted to provide any job-related information to assist the Lead Agency or its subcontract or with making an informed hiring decision regarding the current or former Department employee. The reference check will be documented in writing and maintained in the employee's personnel file. The Department will not give a neutral reference, and the Lead Agency will not accept a neutral reference, for any current or former employee of the Department seeking employment with the Lead Agency or its subcontractor.

C-2.1.2. Staffing Changes

C-2.1.2.1. The Lead Agency shall submit written notice to the Department's CM in the case of a vacancy in the Chief Executive Officer (CEO), Chief Operating Officer (COO), Chief Financial Officer (CFO), or Executive Director (ED). The notification shall identify the person(s) assuming the responsibilities of that position during such vacancy. When the CEO, COO, CFO or ED position is filled, the Lead Agency shall notify the Department in writing of the identity and qualifications of the new CEO, COO, CFO or ED.

C-2.1.2.2. The Lead Agency shall notify the Department CM within one business day when an employee or subcontracted employee is terminated or resigns to allow the Department to ensure compliance with its data security procedures.

C-2.1.2.3. The Lead Agency shall ensure that the Department's CM has a current listing of staff and sub-contracted staff who are providing child welfare services and who are subject to Child Protection Certification requirements pursuant to s. 402.40, F.S., and Chapter 65C-33, F.A.C. The Lead Agency shall provide names, position title, contact information, certification status and expiration date. The Lead Agency shall provide this listing monthly, and highlight changes in staff to allow the Department to monitor and ensure that all staff, regardless of employer, are meeting the state requirements as stated in s. 402.40, F.S.

C-2.2. Staff Development and Training

C-2.2.1. The Lead Agency shall ensure delivery of child welfare pre-service and any required in-service training to professional staff in accordance with s. 402.40, F.S.

C-2.2.2. The Lead Agency is responsible for the training and development of its staff and shall require sub-contracted CMOs to conduct necessary and appropriate training and development of their staff, including training on determining client eligibility for federal funding per section C-1.4.4.6. All case managers must earn Child Welfare Certification and must be proficient on the safety model.

C-2.2.3. To ensure that the state and federal funding requirements are maintained, and to ensure a highly qualified, well-trained workforce, the Lead Agency shall:

C-2.2.3.1. Operate a comprehensive staff development and training program that includes Department-approved pre-service training for newly hired staff and Lead Agency in-service for experienced staff. In-service training should be based on the Lead Agency's needs assessments and in response to emergent needs, including changes in law and policy. Documentation to support the training plan shall be made available to the Department's CM. In addition, the staff development and training program must address findings from the following, in response to areas needing improvement: quality assurance reviews; contract oversight reviews; scorecards; federal Child and Family Services Reviews; and staff performance management trends and patterns.

C-2.2.3.2. Submit an annual Staff Development and Training Plan. The Plan shall be submitted to the Department's identified CM, prior to execution of initial Contract and annually thereafter by June 15 of each year for the upcoming fiscal year. The training plan must contain all courses that will be offered including course title, brief description, course type (Pre-Service, In-Service), course purpose, name of training provider, target audience, estimated project cost, and fund source being used (Title IV-E or another source). The Plan must align with CQI and CBC monitoring, including a method of evaluation of the effectiveness of training courses provided.

C-2.2.3.3. The Lead Agency shall complete a quarterly training report containing all classes offered during the reporting period that includes trainings offered by subcontracted providers. Reports must

be submitted using the Quarterly Training Template. The Lead Agency shall submit quarterly training report within 30 days following each calendar quarter.

C-2.2.4. The licensed out-of-home caregiver/adoptive parent training allocation may be used for a Department-approved, licensed, out-of-home caregiver preparation pre-service and in-service training. Licensed, out-of-home caregiver preparation pre-service training shall meet the requirement of s. 409.175 and s. 409.145(2)(e), F.S. Pre-service and in-service training shall include educational opportunities for out-of-home caregivers on decision-making related to application of a reasonable and prudent parent standard for children in care (s. 39.4091, F.S.), the responsibilities related to providing care for transitioning youth, and all other educational opportunities related to enhancing an out-of-home caregiver's ability to provide quality care. All pre-service curricula provided to licensed out-of-home caregivers/adoptive parents must first be approved by the Department.

C-2.2.5. Each Lead Agency shall also establish a policy to ensure immediate reporting of ethics violations. All reporting of ethics violations complaints must be submitted in writing, on The Florida Certification Board Ethics Complaint Form, within 30 calendar days of becoming aware of the allegation.

C-2.3. Subcontracting

C-2.3.1. The Lead Agency may subcontract for services unless specifically prohibited in this Contract. The Lead Agency is not required to obtain subcontract approval as required under section 8 of the Standard Contract unless any of the following conditions apply:

C-2.3.1.1. The person or entity is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity within the last five years;

C-2.3.1.2. The person or entity is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on his or her ability to provide services to vulnerable populations, including, but not limited to, abused or neglected children, or which adversely reflects his or her ability to properly handle public funds;

C-2.3.1.3. The person or entity is currently involved, or has been involved within the last five years, with any litigation, regardless of whether as a plaintiff or defendant, which might pose a conflict of interest to performing work for the Department, the state or its subdivisions, or a federal entity providing funds to the Department;

C-2.3.1.4. The person or entity has had a contract terminated by a governmental entity for a failure to satisfactorily perform or for cause;

C-2.3.1.5. The person or entity has failed to implement a corrective action plan approved by the Department or any other governmental entity, after having received due notice;

C-2.3.1.6. Ownership interest (either directly or by Lead Agency board members or officers) in the subcontractor;

C-2.3.1.7. Commonality of any board members or officers of Lead Agency with the subcontractor;

C-2.3.1.8. Ownership interest by the subcontractor (either directly or by their board members or officers) in the Lead Agency;

C-2.3.1.9. Ownership interests of a third entity (or its board or officers) in both the Lead Agency and the Subcontractor;

C-2.3.1.10. Any employment relationship between the subcontractor and Lead Agency board members or officers;

C-2.3.1.11. Commonality of board members or officers between a third entity and both the Lead Agency and the subcontractor; or

C-2.3.1.12. Any agreement with a person or entity that is being contracted with as a single source purchase.

C-2.3.2. If any of the conditions above are applicable, the Lead Agency must obtain written approval from the Department Secretary, or designee, prior to entering the subcontract. In order to comply with this requirement, the Lead Agency shall require all proposed subcontracted providers to provide assurances, in a notarized affidavit, that the conditions above do not exist. At any time, the Lead Agency becomes aware of disqualifying conditions, it shall disclose this information to the Department. Common ownership or employment relationships with Board members or officers, are each a reasonable basis for declining to give written approval for subcontracting. Subsequent common ownership or employment relationships with Board members or officers, must also be immediately disclosed and are each a reasonable basis for Department requiring the Lead Agency to terminate the subcontract.

C-2.3.3. The Lead Agency shall conduct competitive procurement for subcontracted services in accordance with the Lead Agency's established and Department-approved procurement operating procedures. The Lead Agency shall ensure procurement policies and procedures are current and at a minimum, shall be reviewed at least annually for compliance.

C-2.3.4. The Lead Agency shall include in all pertinent subcontract agreements a detailed scope of work; clear and specific deliverables; performance standards; financial consequences for failure to perform in accordance with this Contract; programmatic monitoring requirements; fiscal monitoring requirements; and detailed documentation requirements. The Lead Agency shall ensure that any performance-related payment provisions in its subcontracts relate to the Performance Measures in Exhibit E. The Lead Agency shall require any subcontractors providing case management services to participate in the statewide quality management system.

C-2.3.5. The Lead Agency's monitoring procedures for its subcontracts shall be structured to ensure the satisfactory delivery of services as well as the appropriate expenditure of funds to its assigned Other Cost Accumulator (OCA) per the approved "Cost Allocation Plan" (Attachment 1). In addition, the Lead Agency shall ensure any reconciliation between funds disbursed by OCA to actual expenditures by OCA is reported, at least quarterly, to the "CBC Monthly Actual Expenditure Report" (Attachment 1).

C-2.3.6. The Lead Agency shall re-procure all CMO and Full Case Management Agency contracts by competitive procurement within 24 months of the effective date of this Contract.

C-2.4. Records and Documentation

The Lead Agency shall maintain enough documentation to provide evidence of service delivery in accordance with this Contract and provisions of state and federal laws.

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

The list of the reports to be completed by the Lead Agency, including the time frame for their final due dates, frequency and format are all specified in Attachment 2, Reports & Plans.

C-3 STANDARD CONTRACT REQUIREMENTS

Lead Agency will perform all acts and services required and detailed in the Standard Contract and Supplemental Contract.

EXHIBIT D - DELIVERABLES

D-1. Service Units

A service unit is one month of all system of care related services to all eligible children and their families, as described in Exhibit B, performed in accordance with Exhibit C.

D-2. Records and Documentation

The Lead Agency shall maintain enough documentation to provide evidence of service delivery in accordance with this Contract and provisions of state and federal laws.

D-3. Reports & Plans

The list of reports and plans to be completed by the Lead Agency, including the time frame for their final due dates, frequency, and format are all specified in Attachment 2, Reports & Plans.

D-4. Department Determinations

Subject to the provisions of Section 32 of the Standard Contract and A-6.2., Dispute Resolution, the Department has the sole right to assess and determine the completeness and acceptability of services, reports and fiscal records according to the terms of this Contract.

EXHIBIT E - MINIMUM PERFORMANCE MEASURES AND FINANCIAL PENALTIES

E-1. Performance Specifications

By execution of this Contract, the Lead Agency hereby acknowledges and agrees that its performance under this Contract must meet the measures set forth below. Per s. 402.73, F.S., and s. 409.996(1)(b), F.S., the Department will provide for graduated penalties for failure to comply with contract terms. Such penalties may include enhanced monitoring and reporting, imposition of corrective action plans, technical assistance and consultation from the Department, imposition of financial penalties, or early termination of contracts. The financial penalties shall require the Lead Agency to reallocate funds from administrative costs to direct care for children.

The Lead Agency shall be required to meet performance measures listed below whether services are performed directly or performed by a subcontractor. The Lead Agency shall demonstrate progress throughout the state fiscal year and will be required to be functioning in compliance with each performance measure. Nothing in this section shall be interpreted to mean the measures below are the only measures for which the Lead Agency shall be responsible. The Department reserves the right to modify or add any performance measures which are required by federal and state funding sources to comply with federal and state requirements.

Any modifications or additions will only be accomplished through formal amendment to this Contract.

If the Lead Agency fails to meet the following measures, the Department, at its exclusive option, may allow up to six months for the Lead Agency to achieve compliance with the measures. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Department. If the Lead Agency can prove to the satisfaction of the Department that the performance measures were not met due to extenuating circumstances outside of the Lead Agency's control, then the deficiency will not be adversely factored into the numerical level of achievement for such performance measure(s).

E-2. Performance Evaluation Methodology

The performance evaluation methodology for statewide measures is posted on the Department's website:

<https://www.myflfamilies.com/programs/childwelfare/dashboard/index.shtml>

E-3. Minimum Performance Measures

Ref#	Measure Description	Standard	Report Period
1	Percent of children with no verified maltreatment within six months of termination of supervision.	95%	The 12-month period ending nine months prior the end of the report quarter (e.g., January 1 - December 31 for the report quarter ending September 30).
2	Percent of children not abused or neglected while receiving in-home services.	95%	The 12-month period ending three months prior to the end of the report quarter (e.g., July 1 to June 30 for the report quarter ending September 30).
3	Rate of abuse or neglect per 100,000 days in out-of-home care.	≤ 8.50%	The 12-month period ending three months prior to the end of the report quarter (e.g., July 1 to June 30 for the report quarter ending September 30).

Ref#	Measure Description	Standard	Report Period
4	Children exiting foster care to a permanent home within 12 months of entering care.	40.5%	The 12-month period ending 12 months prior to the end of the report quarter (e.g., July 1 to June 30 for the report quarter ending June 30).
5	Percent of children exiting out-of-home care to a permanent home in 12 months for children in Out-of-home care 12-23 months.	43.6%	The beginning of the day 12 months prior to the end of the report quarter (e.g., January 1, 2017 for the report quarter ending December 31, 2017).
6	Children who do not re-enter foster care within 12 months of moving to a permanent home.	91.7%	The 12-month period ending 24 months prior to the end of the report quarter. (e.g., October 1 to September 30 for the 12-month period ending September 30).
7	Children's placement moves per 1,000 days in foster care.	≤ 4.12%	The 12-month period ending at the end of the report quarter (e.g., October 1 to September 30 for the 12-month period ending September 30).
8	Percent of children under supervision who are seen every 30 days.	99.5%	The 12-month period ending as of the end of the report quarter (e.g., October 1 to September 30 for the 12-month period ending September 30).
9	Percent of sibling groups where all siblings are placed together.	65%	The last day of the report quarter (e.g., March 31 for the period ending March 31).
10	Percent of children in out-of-home care who have received medical services in the last 12 months.	95.0%	The last day of the report quarter (e.g., March 31 for the period ending March 31).
11	Percent of children in out-of-home care who received dental services within the last seven months.	95.0%	The last day of the report quarter (e.g., March 31 for the period ending March 31).
12	Percent of young adults in foster care at age 18 who have completed or are enrolled in secondary education.	80%	The 12-month period ending as of the end of the report quarter (e.g., October 1 to September 30 for the 12-month period ending September 30).
13	Number of children with finalized adoptions during each state fiscal year (SFY) ending June 30.	TBD TBD TBD	Monthly: Performance through the end of the month prior to the report month

Ref#	Measure Description	Standard	Report Period
	SFY 20__	TBD	Fiscal Year to Date: Same as monthly.
	SFY 20__	TBD	
	SFY 20__	TBD	
	SFY 20__	TBD	
	SFY 20__	TBD	
14	Percent of staff maintained by vendor for contractual needs.	95%	Monthly: Staff available must be reported monthly to ensure availability is being maintained.
15	Timely submission of all required reports, data, and plans as provided in Attachment 2.	100%	Dependent on reporting and data type. Details provided in Attachment 2.
16	Department approval for all raises and compensation (i.e. leave payouts).	100%	The 12-month period ending 12 months prior to the end of the report quarter (e.g., July 1 to June 30 for the report quarter ending June 30).

E-4. Posting of System of Care Information on Website

Pursuant to s. 409.988(1)(k), F.S., by the 15th day of each month, the Lead Agency shall post on its website at a minimum the information below for the preceding calendar month regarding its case management services. The following information shall be reported by each individual subcontracted case management provider, by the lead agency, if the lead agency provides case management services, and in total for all case management services subcontracted or directly provided by the Lead Agency:

E-4.1. The average caseload of case managers, including only filled positions;

E-4.2. The turnover rate for case managers and case management supervisors for the previous 12 months;

E-4.3. The percentage of required home visits completed; and

E-4.4. Performance on outcome measures required pursuant to s. 409.997, F.S., for the previous 12 months.

E-5. Corrective Action Plans

If the Lead Agency fails to meet the required performance measures, or if efforts in monitoring detect deficiencies by the Lead Agency, the Department may require the Lead Agency to develop and implement a Corrective Action Plan. Within ten days of the Department's notification of the deficiency, the Department may request the Lead Agency to develop a Corrective Action Plan which shall outline all the documented deficiencies, the timetable to correct the deficiencies (not to exceed six months, unless otherwise specified), and establish a schedule for reporting the progress toward correcting the deficiencies. The Department's approval or denial of the Corrective Action Plan shall be provided to the Lead Agency's CM. All

communications regarding the Corrective Action Plan will flow between the CM for the Department and the CM for the Lead Agency.

E-6. Financial Penalties

Upon implementation and failure of a Corrective Action Plan to ameliorate deficiencies in performance prescribed in E-3. Of this Contract, within an allotted time frame, the Department may apply financial penalties, as provided in Section 29 of the Standard Contract.

EXHIBIT F - METHOD OF PAYMENT

F-1. PAYMENT, INVOICE AND RELATED TERMS

F-1.1. Payment Clause

This is an advance fixed payment contract comprised of federal sources and a grant of state funds. The method of payment is per s. 409.990(1), F.S. The Department will pay the Lead Agency for the delivery of service units provided in accordance with the terms of this Contract for a total dollar amount not to exceed \$TBD, subject to the availability of funds. The Schedule of Funds (Exhibit F1), which identifies the amount of the federal and state sources, will be amended into this Contract at the beginning of each fiscal year, and the total contract amount will be adjusted accordingly. The attached Schedule of Funds provides as follows:

Exhibit F1-1	Fiscal Year 21-22	\$36,015,750.00
Exhibit F1-2	Fiscal Year 22-23	\$ TBD
Exhibit F1-3	Fiscal Year 23-24	\$ TBD
Exhibit F1-4	Fiscal Year 24-25	\$ TBD
Exhibit F1-5	Fiscal Year 25-26	\$ TBD

Service Unit	Fixed Payment	# of Units	Total Amount	Total Fiscal Year Amount
F-1.1.1. Fiscal Year 2021-2022				
Two Months of Child Welfare and Related Services (July/August)	\$__	1	\$__	\$__ FY __-__
One Month of Child Welfare and Related Services (September - June)	\$__	10	\$__	
F-1.1.2. Fiscal Year 2022-2023				
Two Months of Child Welfare and Related Services (July/August)	\$__	1	\$__	\$__ FY __-__
One Month of Child Welfare and Related Services (September - June)	\$__	10	\$__	
F-1.1.3. Fiscal Year 2023-2024				
Two Months of Child Welfare and Related Services (July/August)	\$__	1	\$__	\$__ FY __-__
One Month of Child Welfare and Related Services (September - June)	\$__	10	\$__	
F-1.1.4. Fiscal Year 2024-2025				
Two Months of Child Welfare and Related Services (July/August)	\$__	1	\$__	\$__ FY __-__
One Month of Child Welfare and Related Services (September - June)	\$__	10	\$__	
F-1.1.5. Fiscal Year 2025-2026				
Two Months of Child Welfare and Related Services (July/August)	\$__	1	\$__	\$__ FY __-__
One Month of Child Welfare and Related Services (September - June)	\$__	10	\$__	

These amounts are subject to increase, via contract amendment, according to the terms specified in Section F-1.14., Renegotiation. State and federal earnings not documented shall be returned to the Department. The Lead Agency understands that several federal sources are capped, and their amounts may not be increased, so that payment for costs more than the funding provided is only available from state funds or other outside funding sources.

This Contract is funded by Appropriation Line Items for Grants and Aids - Child Protection, Grants and Aids - Adoption Assistance, Grant and Aids - Community Based Care Funds for Providers of Child Welfare Services, Grants and Aids - Guardianship Assistance Program Payments and Grants and Aids - Purchase of Therapeutic Services for Children. The CM will provide specific Appropriation Line Item numbers for each fiscal year of this Contract as they are published.

F-1.2. Advance Payments

F-1.2.1. If the fiscal year contract value is changed during the year, advance payments shall be equal to the fiscal year contract amount not yet paid divided by the remaining months to be paid. In the event that funding increases are available immediately (i.e. risk pool funding or prior year excess earnings), a supplemental invoice may be requested in accordance with the method of payment schedule.

F-1.2.2. Advances may be requested prior to each month of service for the entire term of this Contract, subject to invoice requirements described below. Per s. 216.181(16)(b), F.S., the Lead Agency shall temporarily invest surplus advanced funds in an insured account or an interest-bearing account and return any interest earned to the Department periodically or no later than 45 days after the end of this Contract (including any renewals). Any interest earnings must be documented on an "Interest Earned Quarterly Report".

F-1.2.3. The Lead Agency shall submit all advance payment requests no later than the 20th day of the month prior to the month of service.

F-1.3. Cost Reimbursement

Costs incurred by the Lead Agency will be reimbursed by Contract funds under the following conditions:

F-1.3.1. All costs incurred by the Lead Agency must be of a type authorized by this Contract, allowable in nature under federal standards and state law, allocable to this Contract, reasonable in amount and prudently incurred in the performance of services under this Contract. Reimbursement shall not be made for any cost resulting from any imprudent or negligent act or omission of the Lead Agency, its agents, employees or subcontractors. Payment of severance due to separation of employment or settlement of employment disputes is limited as described in s. 215.425, F.S., and subject to reasonably and prudently incurred cost principles. Reimbursement remains subject to any contract terms relating to performance and other conditions affecting compensation.

F-1.3.2. Compensation pursuant to s. 409.990(4), F.S., shall be limited to recurring costs normally and prudently incurred in the ordinary course of operations in the delivery of services under this Contract.

F-1.3.3. Children's Mental Health Child Welfare Wraparound Funding. All expenditures under this funding source must be supported by the "Report on Therapeutic Services for Children (100806 Fund) Expenditures" (Attachment 1) and any funds unexpended during any fiscal year must be returned to the Department.

F-1.4. Monthly Invoice

The Lead Agency shall request payment monthly through the submission of a properly completed invoice, prepared on the Lead Agency's letterhead in the format described in the "CBC Invoice" (Attachment 1). In addition, the following documentation is required, with each submission of an invoice; unless an exception is specified in Attachment 2- Reports & Plans.

F-1.4.1. Prior Month “CBC Monthly Actual Expenditure Report” (Attachment 1).

F-1.4.2. “Promoting Safe and Stable Families (PSSF) Monthly Match Funds Reports” (Attachment 1).

F-1.4.3. “Child Access and Visitation Grant Monthly Match Funds Report” (Attachment 1).

F-1.4.4. FSFN-generated OCA Summary and Detail Report.

F-1.5. Reconciliation

A reconciliation between the amounts reported by the Lead Agency on the CBC Monthly Actual Expenditure Report and the OCA Summary and Detail Report where a difference in total by OCA is identified. The reconciliation shall be completed on the “FSFN to CBC Monthly Expenditure Report Reconciliation Template” (Attachment 1).

F-1.6. Failure to Submit

The failure to submit required documentation shall cause payment to be delayed until such documentation is received.

F-1.7. Invoice Submission and Reconciliation Schedule:

Service Month	Type of Request	Based On	Submission Date
July -August	Estimated Pay	1/6 th of Fiscal Year Contract Amount	July 1
September – June	Estimated Pay	1/12 th of Fiscal Year Contract Amount	The 20 th day of the month prior to month of service

If, after the fixed payment for June services, there remains a balance in the fiscal year amount for this Contract, the Lead Agency shall submit a supplemental June invoice for the balance of the fiscal year amount during the month of June.

F-1.8. Submission of Monthly Accounting Records

Monthly Trial Balance and Detailed General Ledger from the Lead Agency’s accounting system and any other reports necessary to support expenditures reported via the CBC Financial Application in total and by cost pool (OCA). The Detailed General Ledger must be submitted in a flat file format in Excel or another importable format.

F-1.9. Cost Allocation Plan

F-1.9.1. The Lead Agency shall submit an initial Cost Allocation Plan within 30 calendar days of execution and a revised Cost Allocation Plan to the CM annually by August 31, unless otherwise extended in writing by the Department.

F-1.9.2. The Department will review the Cost Allocation Plan and provide written comments within 30 calendar days of submission. The Lead Agency must submit a revised Cost Allocation Plan, addressing

any revisions required by the Department within 15 calendar days of the date of the Department's written response, unless extended in writing by the Department.

F-1.9.3. The Lead Agency shall submit a revised Cost Allocation Plan whenever the Lead Agency:

F-1.9.3.1 Experiences a change in the type of funding it receives, whether under this Contract or an outside funding source (for example, when a new OCA is added, when a new outside funding source contributes to the Lead Agency's operational revenue or when an existing funding source is discontinued);

F-1.9.3.2. Makes internal organizational changes that affect the cost allocation methodology; or

F-1.9.3.3. Makes any changes in the allocation of costs relative to funds provided under this Contract and other outside sources.

F-1.9.4. The Lead Agency may request to amend or revise its Cost Allocation Plan at any time during the state fiscal year, in writing to the Department's CM. The Lead Agency shall submit the amended or revised Cost Allocation Plan within 20 calendar days of providing written notification. The Department will review and provide written comments within 15 calendar days of submission. The Lead Agency must submit a revised Cost Allocation Plan, addressing any revisions required by the Department, within 15 calendar days of the date of the Department's written response, unless extended in writing by the Department.

F-1.9.4.1. The Lead Agency is responsible for documenting federal earnings.

F-1.9.4.2. The Lead Agency is responsible for documenting state earnings.

F-1.10. Carry Forward

F-1.10.1. "Planned Uses of State Funds Carried Forward" (Attachment 1) is due within 30 calendar days after receiving confirmation from the Department, of the approved balance of state funds carried forward from prior fiscal years and is subject to approval by the CM. The plan is required to be submitted in the CBC Financial Application.

F-1.10.2. Following the end of any State Fiscal Year, the Department will identify the amount of unexpended state funds. The Lead Agency will document any unexpended state funds from the prior fiscal year and include State Funds Carry Forward Expenditures on the Community Based Care (CBC) Monthly Actual Expenditure Report in the CBC Financial Application to account for those expenditures when requesting payment.

F-1.11. CBC Annual Budget and Quarterly Budget Projections

F-1.11.1. The budgeted amount for each fiscal year in Section F-1.1 must be equivalent to the amount identified in the Schedule of Funds for that fiscal year (Exhibit F1). A new "CBC Annual Budget by Service Category" Form (Attachment 1) must be submitted by the date for the next payment request following any amendment that revises the Schedule of Funds (Exhibit F1) or as requested by the Department. Any revisions made to the "CBC Annual Budget by Service Category" shall be subject to Department approval. The Department will review and provide any comments within 15 business days of submission. Any budget revisions as required by the Department are to be submitted to the Department's CM within 10 business days of receipt of the Department's comments. Failure to submit an adjusted budget by the date for the next payment following an executed amendment that revises the

Schedule of Funds (Exhibit F1) will result in no further payments being made until an adjusted budget is submitted to the Department.

F-1.11.2. The Lead Agency shall post on its website budget and related information as required by s. 409.988(1)(d), F.S., in accordance with guidance provided by the Department that specifies the requirements for the display and detail of this information.

F-1.11.3. The Lead Agency shall submit quarterly budget projections by the specific dates and format prescribed by the Department in Attachment 1 - Incorporated Documents and Attachments 2 - Reports & Plans.

F-1.12. Service Delivery and Expenditure Documentation

The Lead Agency will maintain records that document the proper application of the cost allocation methodology as contained in the Lead Agency's Department-approved Cost Allocation Plan. Expenditure documentation includes, but is not limited to, those expenditures that are allowable as authorized in s. 409.992, F.S., and the Department of Financial Services' Reference Guide for State Expenditures (Attachment 1).

F-1.13. Match Requirements

F-1.13.1. To receive any Promoting Safe and Stable Families (PSSF) grant dollars, the Lead Agency is responsible for a minimum local community match equal to 25% of the funds expended for this program. The Lead Agency shall identify how the local match requirement will be met. Allowable match can be in-kind or cash, but the expenditure or use of such match must directly support the PSSF Program through the delivery of family preservation, family support services, time-limited family reunification, and adoption promotion and support services. The Lead Agency must document the receipt and expenditure of the required match during each state fiscal year. A monthly match report, which identifies the amount and type of match contributed and expended, must document the services the match supported.

F-1.13.2. For the Lead Agency receiving Access and Visitation Grant Funds, the Lead Agency will document the proper expenditures and required 10% local community match for the Access and Visitation Grant. A monthly match report, which identifies the amount and type of match contributed and expended, must document the services the match supported.

F-1.13.3. The Lead Agency shall maintain such records and provide such reports as necessary to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. A list of citations with brief explanations is provided in the Federal Uniform Grant Guidance (Attachment 1).

F-1.14. Renegotiation

Pursuant to the provisions of s. 409.990(2) and (3), F.S., this Contract may be renegotiated to increase the contract amount for additional budget authority supported by excess federal earnings, for additional budget authority appropriated by the Legislature and for any additional program specific funds that are appropriated to the Department for the Lead Agency. Such increases do not require a corresponding increase in service as the Lead Agency is required to provide a comprehensive continuum of child welfare services to all clients. Any renegotiation to the terms of this Contract shall be documented via contract amendment.

F-1.15. Full Compensation

This fixed payment Contract entitles the Lead Agency to receive full compensation for the state-funded portion of the fixed contract amount upon completion of all contract deliverables.

F-1.16. Federal or State Audit

The amount of disallowance caused by the Lead Agency's failure to comply with state or federal regulations or the amount of any incorrect claim discovered in any federal or state audit shall be repaid to the Department by the Lead Agency upon discovery unless the Lead Agency can demonstrate a specific reliance on technical assistance from the Department. Prior to such consideration, the Lead Agency must be able to demonstrate that the request for technical assistance was made in writing as a formal request for technical assistance through the appropriate CM, the technical assistance was provided in writing and the technical assistance was the direct cause of the disallowance.

F-1.17. Fees

No fees shall be imposed by the Lead Agency or subcontractors other than those set by the Department.

**EXHIBIT F1-1 - SCHEDULE OF FUNDS
STATE FISCAL YEAR 2021-2022**

Attachment II-A						
Community Based Care (CBC) Lead Agency Schedule of Funds						
Circuit 12						
Estimated FY 2021-22 Use Designation						
	Other Cost Accumulators (OCA)	Title IV-E Funds	Other Federal Funds	State Funds	Total Funds	The Amount of Non-Recurring Funds included in Total Funds
Line # TBD - Special Categories: Grant and Aids - Community Based Care Funds for Providers of Child Welfare Services (108304)						
Core Services Funding (409.991 (1)(a), Florida Statutes)						
Title IV-E Fund Sources (Section A&B) (a)	Multiple	6,412,094	3,570,479	11,820,399	21,802,972	-
Level I Licensed Care (FH) Payments - IV-E Eligible (Section B) (b)	LCLVE	116,740	-	72,039	188,779	-
Level I Licensed Care (FH) Payments - IV-E Ineligible (Section B) (b)	LCLVI	-	-	166,721	166,721	-
Capped Fund Sources (Section A&B) (c)	Multiple	-	49,434	2,085,393	2,134,827	-
Medicaid Administration	PR005	-	174,158	174,158	348,316	-
State Access & Visitation Grant (d)	PRSAV	-	35,037	-	35,037	-
Safe & Stable Families Act Grant-Family Preservation	PRE04	-	128,032	-	128,032	-
Safe & Stable Families Act Grant-Family Support	PRE06	-	128,032	-	128,032	-
Safe & Stable Families Act Grant-Family Reunification	PRE11	-	256,063	-	256,063	-
Safe & Stable Families Act Grant-Adoption	PRE12	-	128,032	-	128,032	-
Total Core Services Funding		6,528,834	4,469,267	14,318,710	25,316,811	-
Independent Living (IL), Extended Foster Care (EFC) and Aftercare Funding (409.1451, FS & 39.6251, FS)						
Independent Living Services - Chafee Administration Eligible and Other	KRE17/KRE22/ KRL17/KRL22/CH0AT	-	194,483	48,621	243,104	-
Chafee Road to Independence - Post-Secondary Education & Services and Supports (PESS)	CHPES	-	27,502	79,612	107,114	-
Chafee, Education & Training Vouchers (ETV), Post-Secondary Education & Services and Supports (PESS) and Aftercare	ETVAF/ETVAP/ ETVPS	-	49,410	142,412	191,822	-
Extended Fostercare - Title IV-E Eligible	EFCCM/EFRBE	142,313	-	136,699	279,012	-
All State Funded Independent Living and Extended Foster Care Services	EFRB/ SFSRA/EFCE	-	-	39,803	39,803	-
Total IL EFC and Aftercare Funding		142,313	271,395	447,147	860,855	-
Line # TBD Special Categories: Grant and Aids - Adoption Assistance (108305) - 409.166, FS						
Maintenance Adoption Subsidies (MAS) and Non Recurring Expenses	39MAS/ MP000/ SFMSA/WO006/ WO007/WR001/ WR002	4,631,125	555,816	4,304,423	9,491,364	-
Line # TBD Special Categories: Grant and Aids - Guardianship Assistance Program Payments (108306) - 39.6225, FS						
Guardianship Assistance Program (GAP) Payments	GAP4E/GAPTA/ GAPSF/GAPNR/ EGAPE/EGAPI	26,988	-	19,574	46,562	-
Line # TBD Special Categories: Grant and Aids - Purchase of Therapeutic Services for Children (100806)						
Children's Mental Health CW Wraparound Funding	19MCB/19MCF	-	-	300,158	300,158	-
Total All Fund Sources		11,329,260	5,296,478	19,390,012	36,015,750	-
Footnotes:						
(a) Expenditures less than the IV-E amount identified in this section may be subject to repayment.						
This section includes the following OCAs: AS000, AS0CS, DCMPR, DCML0, CHPA0, DCM0H, DCMIH, LCFHE, LCFHI, LCGHE, LCGHI, REV4E, REVTF, SECLE, SECLI, SMS4E, TRCOR, T						
(b) Expenditures less than the IV-E amount identified in this section may be subject to repayment. Funds may only be used for Foster Home Level I Board Payments.						
(c) The section includes the following OCAs: PVSPR, CS00H, CSF0H, CS0AS, CSFAS, SECSV, PR024						
(d) A 10% match is provided by the Community-Based Care provider.						

**EXHIBIT F1-2 - SCHEDULE OF FUNDS
STATE FISCAL YEAR 2022-2023**

TBD

**EXHIBIT F1-3 - SCHEDULE OF FUNDS
STATE FISCAL YEAR 2023-2024**

TBD

**EXHIBIT F1-4 - SCHEDULE OF FUNDS
STATE FISCAL YEAR 2024-2025**

TBD

**EXHIBIT F1-5 - SCHEDULE OF FUNDS
STATE FISCAL YEAR 2025-2026**

TBD

ATTACHMENT 1 - INCORPORATED DOCUMENTS

NOTE: Only documents not part of referenced rule or CFOP are included.

INCORPORATED DOCUMENTS		
Document Title	Contract Provision(s)	Location
“CBC Definition of Terms”	A-1.2	https://www.myflfamilies.com/service-programs/community-based-care/docs/12-13/CBC%20Definitions.PDF
“CBC Expiration/Termination Transition Planning Requirements”	A-6.1 and C-1.4.4.10.	https://www.myflfamilies.com/service-programs/community-based-care/docs/2011_12/CBC%20Expiration%20Termination%20Transition%20Planning%20Requirements%20.pdf
“Lead Agency Tangible Personal Property Requirements”	B-6	https://www.myflfamilies.com/service-programs/community-based-care/docs/2011_12/Lead%20Agency%20Tangible%20Personal%20Property%20Requirements%204-01-20.pdf
“CBC Authority and Requirements Reference Guide”	B-7.3	https://www.myflfamilies.com/service-programs/community-based-care/docs/CBC%20Authority%20and%20Requirements%20Reference%20Guide.PDF
“Guidelines for Release of Children’s Records”	C-1.2.1.6.1.	https://www.myflfamilies.com/service-programs/community-based-care/docs/17-18/Guidelines%20for%20the%20Release%20of%20Children's%20Records%20%20Final%202018.pdf
“Florida’s Health Care Oversight and Coordination Plan”	C-1.3.3.1.	https://www.myflfamilies.com/service-programs/community-based-care/docs/Florida%20Health%20Care%20Oversight%20and%20Coordination%20Plan.pdf

INCORPORATED DOCUMENTS		
Document Title	Contract Provision(s)	Location
"Suitability for Residential Placement Guidelines"	C-1.3.3.2.	https://www.myflfamilies.com/service-programs/community-based-care/docs/SuitabilityAssessmentGuidance.pdf
'60-Day Review of Suitability of a Child for Residential Treatment"	C-1.3.3.2.	https://www.myflfamilies.com/service-programs/community-based-care/docs/60-Day%20Review%20Referral%20Form.pdf
"90-Day Assessment of Suitability of a Child for Residential Treatment"	C-1.3.3.2.	https://www.myflfamilies.com/service-programs/community-based-care/docs/90DaySuitabilityAssessmentReferralForm.pdf
"Guidance Document for Use of 100806 Funds (Purchase of Therapeutic Services for Children)"	C-1.3.3.3.	https://www.myflfamilies.com/service-programs/community-based-care/docs/19-20/Programmatic%20Guidelines%20-%20100806.pdf
"Windows into Practice Guidelines for Quality Assurance Reviews "	C-1.4.2.	https://www.myflfamilies.com/service-programs/community-based-care/docs/12-13/Windows%20into%20Practice%20Final%207-2102%20AK.pdf
"CBC Information System Requirements"	C-1.4.4.2.	https://www.myflfamilies.com/service-programs/community-based-care/docs/18-19/Community-Based%20Care%20Information%20System%20Requirements.pdf
"Cost Allocation Plan"	C-2.3.5., F-1.9., and F-1.12.	https://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments.shtml
"CBC Monthly Actual Expenditure Report"	C-2.3.5., F-1.4.1., and F-1.5.	https://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments.shtml

INCORPORATED DOCUMENTS		
Document Title	Contract Provision(s)	Location
"Report on Therapeutic Services for Children (100806 Fund) Expenditures"	F-1.3.3.	https://myflfamilies.com/service-programs/community-based-care/docs/15-16/100806%20Draft%20semi-annual%20report%20template.pdf
"CBC Invoice"	F-1.4.	https://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments.shtml
"Promoting Safe and Stable Families (PSSF) Monthly Match Funds Reports"	F-1.4.2.	https://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments.shtml
"Child Access and Visitation Grant Monthly Match Funds Report"	F-1.4.3.	https://www.myflfamilies.com/service-programs/community-based-care/general-documents-incorporated-by-reference.shtml
"FSFN to CBC Monthly Expenditure Report Reconciliation Template"	F-1.5.	https://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments.shtml
"Planned Uses of State Funds Carried Forward"	F-1.10.1.	https://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments.shtml
"CBC Annual Budget by Service Category"	F-1.11.1.	https://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments.shtml
"CBC Quarterly Budget Projections"	F-1.11.3.	https://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments.shtml
"Department of Financial Services' Reference Guide for State Expenditures"	F-1.12	https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf

INCORPORATED DOCUMENTS		
Document Title	Contract Provision(s)	Location
"Federal Uniform Grant Guidance"	F-1.13.3.	https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

Note: The information contained in the last column of this attachment is administrative information and is subject to change. Changes and corrections may be made to this document without the need for a formal amendment.

ATTACHMENT 2 - REPORTS & PLANS

The forms of the reports listed in this Attachment and associated guides and instructions are incorporated into this Contract by reference. Each report and plan shall be completed and submitted to the Department’s CM by the Lead Agency in accordance with the listed schedule. The current required format for such reports is identified below. A copy of each report submitted in accordance with the schedule below must also be transmitted to the Department electronically at the following e-mail address: cbc_reports@myflfamilies.com. In certain cases, copies of the report and plans shall be emailed to other Department staff. The CM will provide an updated list of the designated person for each role. The CM will notify the Lead Agency in writing of any changes to format or submission requirements. If the due date for a report falls on a holiday or weekend, the report will be due the next business day.

Per. 287.058(1)(h), F.S., the Department shall specify financial consequences that must apply if the contractor fails to perform in accordance with the contract. The Department shall apply the following financial consequences for failure to submit reports and plans in accordance with the schedule below.

Title	Format and Location	Frequency	Financial Consequences	Submit To
ADMINISTRATIVE REPORTS & PLANS				
Tangible Personal Property Inventory & Disposition Report	See the Lead Agency Tangible Personal Property Requirements and the Lead Agency Property Inventory & Disposition Report, maintained on the Department’s website.	Must be completed for initial transfer of equipment and submitted annually by June 15 th .	TBD	Department’s Division of General Services, and Contract Manager
Transition Plan	See CBC Expiration/Termination Transition Planning Requirements, maintained on the Department’s website.	Draft within 6 months of start date of contract.	TBD	Assistant Secretary of Child Welfare, Regional Managing Director, and Contract Manager
Emergency Preparedness Plan (COOP)	Standard Contract, Sec. 9.2, and Chapter 252, F.S.	Within 30 days of contract execution and annually (every 12 months).	TBD	Regional General Services contact, or at the

Title	Format and Location	Frequency	Financial Consequences	Submit To
				discretion of each Circuit, to the Circuit Disaster Coordinator, and Contract Manager
PROGRAMMATIC REPORTS & PLANS				
Promoting Safe and Stable Families Narrative and Data Report	See Promoting Safe and Stable Families Narrative and Data Summary, maintained on the Department's website.	Quarterly, within 30 days after the beginning of each quarter.	TBD	Office of Child Welfare, Prevention Manager, and Contract Manager
FEDERAL REPORTING & QUALITY MANAGEMENT				
Civil Rights Checklist	Form CF 946, maintained on the Department's Website.	Annually, no later than May 20th.	TBD	Regional Equal Employment Opportunity contact, and Contract Manager
Data input for Rapid Safety Feedback, Florida CFSRs and Florida CQI	<p>For Rapid Safety Feedback reviews - Web tools located at: http://centerforchildwelfare.fmhi.usf.edu/qa/QA_Docs/QA_ReviewTool-CM.pdf</p> <p>For special reviews- Web tool as issued by Central Office. http://centerforchildwelfare.fmhi.usf.edu/qa/CFSRTools/CFS</p>	<p>For Regional QA Model reviews, at least every three (3) months.</p> <p>October 5 December 5 April 5 July 5</p> <p>For special reviews, as directed by memo from Headquarters.</p>	TBD	Data submitted online.

Title	Format and Location	Frequency	Financial Consequences	Submit To
	ROnsiteReviewInst2016.pdf For CFSR Reviews-Web tools located at: https://www.cfsportal.acf.hhs.gov/			
Quality Assurance Annual Report	Criteria provided in the "Windows into Practice," available on the University of South Florida's Center for Child Welfare website at: http://www.centerforchildwelfare.org/WindowsIntoPractice.shtml .	Annually, no later than Aug. 15	TBD	Director of Child Welfare Performance and Quality Management , and Contract Manager
Annual CQI Plan	Criteria provided in the "Windows into Practice", available on the University of South Florida's Center for Child Welfare website at: http://www.centerforchildwelfare.org/WindowsIntoPractice.shtml	Annual review and revise as necessary, or a memo indicating no revisions are needed by Aug. 31.	TBD	Director of CW Performance and Quality Management , and Contract Manager
Child Access and Visitation Local Service Provider Survey Applies only to programs receiving	See Child Access and Visitation Local Service Provider Survey, Addendum and data file, maintained on the Department's website. Directions for completing Report:	Quarterly, 35 days after end of the reporting period. Annually: By October 15th, covering previous federal fiscal year, 10/1-9/30.	TBD	Office of Child Welfare and Contract Manager

Title	Format and Location	Frequency	Financial Consequences	Submit To
federal grant funds.	<p>Complete the Child Access and Visitation Local Provider Survey Federal report (Word) format for Section A, B and C to include the amount of grant funds (charged to the applicable OCA) for the reporting quarter, the addendum; and</p> <p>Complete and submit the Child Access and Visitation Local Provider Survey Federal report in Excel format for Section D electronically. The required excel file is generated via the Florida State University (FSU) Clearinghouse on Supervised Visitation Program Database located at https://svpdb.org.</p> <p>To obtain a login code and password for the database, contact FSU Clearinghouse on Supervised Visitation, at 850-644-6303.</p>			
Federal Funding	Sample Plan template and required review	Annually, by October 15th, covering current	TBD	Office of Child

Title	Format and Location	Frequency	Financial Consequences	Submit To
Annual Eligibility Monitoring Plan	tools available on the University of South Florida's Center for Child Welfare.	federal fiscal year, 10/1-9/30.		Welfare and Contract Manager
Federal Funding Annual Eligibility Report	Sample report template included in Sample Plan template available on the University of South Florida's Center for Child Welfare.	Annually, within the federal fiscal year, 10/1-9/30.	TBD	Office of Child Welfare and Contract Manager
Prevention Plan 1	Provide a plan to ensure at least 50% of all service expenditures related to prevention services designed for and related to children at "imminent risk of entering foster care" will be either Supported or Well-Supported evidence-based practices, as designated in the Clearinghouse.	October 1, 2022.	TBD	Assistant Secretary of Child Welfare and Contract Manager
Prevention Plan 2	Provide details regarding a plan to ensure at least 50% of all service expenditures related to prevention services designed for and related to children at "imminent risk of entering foster care" will be Well-	October 1, 2024.	TBD	Assistant Secretary of Child Welfare and Contract Manager

Title	Format and Location	Frequency	Financial Consequences	Submit To
	Supported evidence-based practices as designated in the Clearinghouse.			
FISCAL REPORTS				
Quarterly Training Reports	<p>The Quarterly Training Report template can be found at:</p> <p>The Quarterly Training Report Template can be found at: http://centerforchildwelfare.fmhi.usf.edu/kb/trainerscorner/QuarterlyTrainingReportTemplate.xlsx.</p> <p>The Quarterly Training Report Instructions can be found at: http://centerforchildwelfare.fmhi.usf.edu/kb/trainerscorner/QuarterlyTrainingReportTemplateInstructions.pdf</p>	<p>Quarterly</p> <p>All training reports are to be submitted to the Office of Child Welfare on the following schedule and due dates:</p> <p>Jan-March due April 30 April-June due August 31 July- Sept. due October 31 Oct.- Dec. due January 31</p>	TBD	<p>hqw.training.reports@myfamilies.com and Contract Manager</p>
Annual Staff Development and Training Plan	<p>The Annual staff development and training plan contains all courses that will be offered including: course, title, brief description, course type (Pre-Service, In-Service), course purpose, name of training provider,</p>	<p>The plan shall be submitted prior to execution of initial contract and annually thereafter by June 15th of each year for the upcoming fiscal year.</p>	TBD	<p>hqw.training.reports@myfamilies.com and Contract Manager</p>

Title	Format and Location	Frequency	Financial Consequences	Submit To
	target audience, estimated/project cost, and fund source being used (Title IV-E or another source).			
Promoting Safe and Stable Families (PSSF) Monthly Match Funds Report	The Promoting Safe and Stable Families (PSSF) Monthly Match Funds Report Form is maintained on the Department's website.	Monthly, 20 days after the end of the reporting month.	TBD	Office of Child Welfare, Accounting Services, and Contract Manager
Child Access and Visitation Grant Monthly Match Funds Report (For ALL Community Based Care Lead Agencies receiving Access and Visitation federal grant funds)	The Child Access and Visitation Monthly Match Funds Report is maintained on the Department's website.	Monthly, 20 days after the end of the reporting month, until the annual match requirement has been met. Upon meeting the annual requirement, the last monthly report shall include certification that the match has been met and no additional reports will be submitted for the fiscal year.	TBD	Office of Child Welfare, Accounting Services, and Contract Manager
Interest Earned Quarterly Expenditure Reports		Quarterly. CBC Lead Agencies that have opted to continue monthly interest payments do not have this reporting requirement.	TBD	Contract Manager

Title	Format and Location	Frequency	Financial Consequences	Submit To
Cost Allocation Plan (CAP)	The CBC Cost Allocation Plan Template, CBC Cost Allocation Plan Template Addendum, CBC Cost Allocation Plan Position Listing Template are maintained on the Department's website.	Initially and by August 31st of each state fiscal year, as well as when changes warrant a modification.	TBD	Contract Manager
CBC Monthly Actual Expenditure Report	The CBC Monthly Actual Expenditure Report format is maintained on the Department's website.	Monthly, except for the June. Monthly Actual Expenditure Report which shall be submitted with the "CBC Final Expenditure Report."	TBD	Submitted through the DCF Web Portal using the CBC Financial Application
OCA Summary and Detail Report	A Standard Report available in FSFN in the forms of Adobe/Acrobat (.pdf) and exported as a Comma-Separated Value (.csv) and converted to Excel format	Monthly. (Note: If the amount by OCA on the OCA Roll Up Report does not match the amount by OCA on the CBC Monthly Expenditure Report, a reconciliation identifying all payments that compose that difference and their resolution is required. This applies only for OCAs required to be in FSFN.)	TBD	Contract Manager
CBC Final Expenditure Report	See CBC Final Expenditure Report format, maintained on the Department's website.	To be submitted on the date of the payment request for September of each fiscal year.	TBD	Contract Manager
FSFN to CBC Monthly	"FSFN to CBC Monthly Expenditure Report Reconciliation	Monthly, with the submission of the CBC Monthly Actual	TBD	Contract Manager

Title	Format and Location	Frequency	Financial Consequences	Submit To
Expenditure Report Reconciliation	Template", maintained on the Department's website at: http://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments	Expenditure Report and the CBC Final Expenditure Report.		
CBC Annual Budget by Service Category	The CBC Annual Budget by Service Category format is maintained on the Department's website.	In accordance with Section F-1.11.1 (when payment requests follow an amendment that revises the Schedule of Funds).	TBD	Contract Manager
CBC Quarterly Budget Projections	The CBC Quarterly Budget Projections format is maintained on the Department's website.	To be submitted quarterly in accordance with Section F-1.11.3. Q1 due by 10/31 Q2 due by 1/31 Q3 due by 4/30 No Q4	TBD	Contract Manager
CBC Invoice	The CBC Invoice is maintained on the Department's website.	July/August Advance due July 1. All others, monthly, by the 20th of each month (estimated pay for the following month.)	TBD	Contract Manager
Planned Uses of State Funds Carried Forward	Planned Uses of State Funds Carried Forward, is maintained on the Department's website.	Must be submitted within 30 days of receipt from Department of approved amount of state funds carried forward.	TBD	Contract Manager
Report on Therapeutic Services for	100806 Appendix C Semi-Annual Report format is maintained	Reporting period -	TBD	Substance Abuse and Mental

Title	Format and Location	Frequency	Financial Consequences	Submit To
Children (100806 Fund) Expenditures	on the Department's website.	January through June: Report due by August 21. Reporting period - July through December: Report due by February 21.		Health Program Office and Office of Child Welfare at HQW.SAMH.100806@myfamily.com and Contract Manager

Note: The information contained in the last column of this Exhibit is administrative information and is subject to change. Changes and corrections may be made to this document without the need for a formal contract amendment.

ATTACHMENT 3 - CHILDREN'S LEGAL SERVICES

For purposes of this Agreement only, Children's Legal Services within the Department of Children and Families, the Office of the Attorney General, and the State Attorney's Office will be collectively referred to herein as "CLS." Both the Lead Agency and the case management subcontractors are collectively referred to herein as "Lead Agency."

The Lead Agency and CLS agree to and acknowledge the following:

1. CLS will be responsible for all legal services to be performed on behalf of the Department of Children and Families in all juvenile dependency and termination of parental rights proceedings governed by Chapter 39, F.S., the Florida Rules of Juvenile Procedure, or otherwise properly heard in dependency court as well as all proceedings pursuant to the Florida Rules of Appellate Procedure, including, but not limited to: shelter hearings, mediation, adjudicatory hearings, motions pertaining to care, placement, medication, modification of placements, protective supervision, foster care, case planning, judicial reviews, termination of parental rights and appeals of cases brought pursuant to Chapter 39, F.S.
2. All documents prepared and kept by the Lead Agency must be made available at the request of CLS, within one business day. The request may be made in either written or oral form. No subpoena shall be required.
3. Prior to each court hearing, the CLS attorney and case manager must confer on any case to be heard in court. For dependency and termination of parental rights adjudicatory hearings, the CLS attorney and case manager must confer no later than 5 days before the hearing. For judicial review hearings, the CLS attorney and case manager must confer no later than 3 days before the hearing provided that CLS receives from the case manager the Judicial Review Social Study Report ten (10) business days prior to hearing, as outlined in paragraph 7 below. For all other court hearings not scheduled on an emergency basis, the CLS attorney and case manager must confer no later than 2 days before the hearing. The CLS attorney and case manager will together prepare for court and will pursue all opportunities to form a unified position that is in the child's best interest and consistent with Florida law. In the event a unified position is not achieved, escalation is required and shall include CLS Management, Department Management designated by the Regional Managing Director in the region where the case derives, and Lead Agency Management.
4. CLS does not provide legal representation to the Lead Agency or any of its employees for any legal action, but rather relies on and works in collaboration with the Lead Agency and case management staff.
5. Reasonable written notification (including electronic mail) to any Lead Agency employee shall suffice to mandate the employee's presence at any dependency or termination of parental rights court proceeding. CLS's issuance of a subpoena shall not be a prerequisite to obtain the appearance of a Lead Agency employee at such a proceeding.
6. The Lead Agency and CLS shall divide the payment for, and provision of, the below items as follows:
 - 6.1. Diligent Searches (Lead Agency).
 - 6.2. Document Translations (Legal pleading by CLS, the remainder by Lead Agency)
 - 6.3. Paternity Testing Services (Lead Agency)
 - 6.4. Professional/Expert Witnesses (Lead Agency for hearings related to placements in

residential mental health treatment facilities, as well as for assessments and services via the Lead Agency, such as those for case plan and case plan related tasks, and the remainder by CLS).

- 6.5. Depositions (including transcriptions) (CLS)
- 6.6. Service of Process (Summons and Subpoena) on all witnesses, parties and other participants as determined by CLS, the court or statute (in state, out of state and out of country) (CLS)
- 6.7. Publications (Lead Agency)
- 6.8. Court Records (Including transcripts from evidentiary hearings and trials) (CLS), unless requested solely for the Lead Agency's purposes.
- 6.9. Lab fees (Lead Agency)
- 6.10. Birth, Death, and Marriage Certificates (Lead Agency)
- 6.11. Home Studies (Lead Agency)
- 6.12. Documentation Physical and psychological/psychiatric evaluations including but not limited to CBHAs and behavioral evaluations (Lead Agency)

7. All documents requested by CLS and prepared by the Lead Agency, including, but not limited to Judicial Review Social Study Report (JRSSRs), Pre-Disposition Studies, Family Assessments, Case Plans, Referrals, Status Reports, Permanency Goal Changes and Reports and Home Studies, shall be in compliance with Chapter 39, F.S., and the Juvenile Rules of Procedure, and shall be fully completed at least ten (10) business days prior to hearing for consideration and/or filing. CLS shall file all timely received applicable documents within the statutorily prescribed filing deadline or within a reasonable time if no deadline is specified.

8. CLS shall upload legal documentation that establishes initial Title IV-E eligibility into the Legal Record for the case in the Florida Safe Families Network (FSFN) within 2 business days of the order becoming available. The documentation shall be a digital copy of a signed and entered court order that documents the first court determination concerning the removal of a child from the home. The Lead Agency shall identify and notify CLS of the need for court orders that support a redetermination of IV-E eligibility. The Lead Agency, or CLS if the Lead Agency does not have access to the order, shall upload the court order that supports a redetermination into the Legal Record for the case in FSFN within a reasonable time after a digital copy of the order becomes available. The Lead Agency must upload case plans and the signature page of case plans and associate them to the case plan Legal Document record in FSFN.

9. The Lead Agency shall submit to CLS any additions or updates to its file in an ongoing fashion throughout all stages of dependency and termination of parental rights cases. All such updates can be provided electronically through email or other correspondence. The Lead Agency shall immediately notify CLS of any discovery request pertaining to a dependency or termination of parental rights proceeding made to the Lead Agency for any information or materials maintained by the Lead Agency, and CLS shall comply with all discovery requests.

10. The Lead Agency shall be responsible for ensuring the assigned CLS attorney receives timely copies of all reports, narratives, studies, CPT reports and materials, psychological and psychiatric reports, correspondence, multidisciplinary reports, notices and accountings concerning Client Trust Funds as required by Florida law, and copies of any and all other documents of whatever nature resulting from or relating to the cases and investigation(s) which are the subject matter of each file. Timely receipt in this context shall mean on or before the time requirements contained in this Attachment, Chapter 39, F.S., the Juvenile Rules of Procedure, and the Florida Administrative Code.

11. CLS and the Lead Agency will work as expeditiously as possible to ensure the best interests of the child are paramount. When relief is sought under emergency circumstances, the Lead Agency will provide CLS with any evidence reasonably available to the Lead Agency for CLS to advocate for or defend against the relief requested. CLS and the Lead Agency also recognize that motions for return to the home because conditions for return have been met, modification of placement, travel requests, passport requests, or removal of the disability of nonage may require expedited action to promote the welfare of the child. CLS will file such a motion in an expedited fashion when a Lead Agency requests the filing of such a motion, so long as the Lead Agency provides CLS with the evidentiary support to advocate for the relief requested, and Florida law supports the filing.

12. The Lead Agency shall maintain the confidentiality of CLS's legal opinions, mental impressions, conclusions or theories regarding litigation and commentary regarding litigation provided that doing so does not violate a court order requiring disclosure or existing state or federal law. CLS shall maintain the confidentiality of communications with the Lead Agency when doing so does not violate a court order requiring disclosure or existing state or federal law.

To the extent possible, all case planning and permanency staffings should be inclusive of the family and be scheduled in accordance with the necessary parties' availability. The Lead Agency shall ensure the assigned CLS attorney receives reasonable advance notice.

13. In non-emergency situations, CLS shall provide reasonable notice to the lead agency of upcoming hearing dates in each dependency case. CLS's obligation to provide such notice will be satisfied if the Lead Agency is present at a hearing during which the court announces the next hearing date, CLS provides the case manager with a copy of an order setting the next hearing date within five (5) days of the issuance of the order, or CLS otherwise provides notice to the case manager assigned to the case. The Lead Agency and CLS shall ensure all employees arrive promptly and are prepared for all court hearings. The use of case managers and/or CLS attorneys not assigned to a case for courtroom appearances is strongly discouraged. Proper courtroom attire is mandatory. On a mutually agreed upon schedule, CLS and the Lead Agency will jointly train all employees and case management subcontractors on courtroom procedure, courtroom etiquette, and witness testimony.

14. The Lead Agency shall collaborate with CLS to prepare petitions for shelter, petitions for dependency, petitions for the termination of parental rights, and any other document CLS deems necessary for filing in a Chapter 39, F.S., proceeding. When the Lead Agency has knowledge of the facts alleged in the petition or filing, the Lead Agency will execute an oath as to its knowledge or will otherwise work cooperatively with CLS to ensure all statutory requirements of Chapter 39, F.S., are satisfied.

15. Prior to any request for CLS to prepare a motion and order for extraordinary medical care and treatment, such as prescribing psychotropic medication, the Lead Agency shall use all reasonable efforts to assist the prescribing physician in obtaining written express and informed consent for the provision of the required psychotropic medication or treatment from the parent or legal custodian.

16. CLS will ensure all court orders are provided to the Lead Agency timely so the Lead Agency is aware of what has been ordered by the Court. If permitted by the court, the local rules, and Florida Rules of Procedure, CLS will support the Lead Agency's request to be added to the list of service recipients to receive any court orders that are electronically served. In the event the Lead Agency determines it is unable to comply with a court order, the Lead Agency shall immediately provide written notification to the CLS attorney with a detailed written explanation as to why the Lead Agency is unable to comply. As a courtesy and at the request of the Lead Agency, CLS may notify the court of

the Lead Agency's inability to comply and request adequate relief or stay from the court if CLS is of the legal opinion that the circumstances justify such relief or stay. If CLS deems it necessary, a representative of the Lead Agency will be available to testify to the Lead Agency's inability to comply with the court order or to prepare and execute an affidavit of such inability.

17. The Lead Agency shall provide CLS with the physical address for all known parents and shall be responsible for attesting to the completed Diligent Search Affidavit. The Lead Agency shall conduct all such diligent searches in an ongoing fashion to locate and identify any missing parent(s) and the diligent search efforts shall continue until excused by the court or by Chapter 39, F.S.

18. To expedite adoptions, CLS and the Lead Agency will work together and share all necessary information regarding the status of all adoptions. The Lead Agency shall be responsible for meeting all requirements regarding adoptions as set forth in Chapter 63, F.S., as well as any other CLS requirements.

19. Whenever it appears that a child in out-of-home care has a possible need for attorney representation in a specific legal issue outside the scope of the dependency system or pursuant to s. 39.01305, F.S., the Lead Agency shall work together with CLS to identify and assess the legal need in a timely fashion to protect the child's legal rights prior to the expiration of any deadline imposed by a notice, summons or other document provided to the child or the child's caretaker or case manager. Examples of potential legal needs include, but are not limited to: children with special needs (residential treatment, skilled nursing, victim of human trafficking, developmental disabilities or psychotropic medication), education, school discipline, special education, Social Security (including denial or termination of benefits and overpayments), personal injuries and medical malpractice, juvenile delinquency, adult arrests and/or prosecutions, life insurance and probate matters, Medicaid coverage and services denials. When made aware of the issue, CLS will, through contacts with legal aid services, help provide the child with access to a pro bono attorney to represent the child in the matter identified.

20. CLS and the Lead Agency will share all available information related to a delinquency proceeding concerning a dependent child and will partner to comply with any court order directed to the Department of Children and Families.

In the event a Memorandum of Understanding or other agreement setting forth obligations between CLS and the Lead Agency exists and contradicts this Contract in any way, the terms and conditions of this Contract shall govern.

ATTACHMENT 4 - CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

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

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

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

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

Signature: _____

Date: _____

Application or Contract ID

Number: _____

Name of Authorized Individual Application or

Contractor: _____

Address of

Organization: _____

ATTACHMENT 5

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

1. 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.

2. AUDITS

PART I: FEDERAL REQUIREMENTS

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

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

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

PART II: STATE REQUIREMENTS

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

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

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

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

PART III: REPORT SUBMISSION

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

3. Contract manager for this contract (1 copy)
4. 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
5. 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.

6. 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.

EXHIBIT 1 TO ATTACHMENT 5 - POST-AWARD NOTICE

POST AWARD NOTICE OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE

PROVIDER NAME:

CONTRACT #

PURPOSE: Section .400(d) of OMB Circular A-133, as revised, and s. 215.97(5)(a), F.S., require information about Federal programs and State projects be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

I. FEDERAL FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Specific compliance requirements for Federal funds awarded pursuant to this agreement can be found in OMB Circular A-133, Appendix B: Compliance Supplement at: www.whitehouse.gov/omb/circulars.

II. STATE FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

1. MATCHING FUNDS FOR FEDERAL PROGRAMS:

State funds reported above may include maintenance of effort funding. This occurs when a CFDA number is associated with state funds used to meet federal maintenance of effort requirements.

2. STATE FUNDS SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Specific compliance requirements for the State financial assistance awarded pursuant to this agreement can be found in Part Four: State Project Compliance Requirements of the Florida Single Audit Act at www.myflorida.com/myflorida/government/governorinitiatives/fsaa/index.html.

C. STATE FUNDS AWARDED NOT INCLUDED ABOVE:

Compliance requirements applicable to these funds can be found in the contract.

ATTACHMENT 6 - DEFINITIONS

The following additional definitions are provided for this Contract:

1. Administrative Costs

1. Lead Agency Administrative Costs – Administrative Costs incurred by the Lead Agency, exclusive of Subcontractor Administrative Costs.
 2. Subcontractor Administrative Costs – The total of all Administrative Costs incurred by the Lead Agency’s subcontractors under contract with the Lead Agency to provide foster care or related services, exclusive of Lead Agency Administrative Costs.
 3. System Administrative Costs – The total of the Lead Agency Administrative Costs and Subcontractor Administrative Costs.
2. **Business Associate** shall generally have the same meaning as the term “business associate” as defined in 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Lead Agency.
 3. **Child(ren)** refers to individual(s) under the age of 18.
 4. **Child Welfare Practice Model** refers to expectation that when children are safe but at high or very high risk for future maltreatment, affirmative outreach and efforts will be provided to engage families in family support services designed to prevent future maltreatment.
 5. **Comprehensive Child Welfare Information System (CCWIS) data is defined in 45 CFR 1355.52(b).**
 - (1) Title IV–B and title IV–E data that supports the efficient, effective, and economical administration of the programs including:
 - (i) Data required for ongoing federal child welfare reports;
 - (ii) Data required for title IV–E eligibility determinations, authorizations of services, and expenditures under IV–B and IV–E;
 - (iii) Data to support federal child welfare laws, regulations, and policies; and
 - (iv) Case management data to support federal audits, reviews, and other monitoring activities;
 - (2) Data to support state or tribal child welfare laws, regulations, policies, practices, reporting requirements, audits, program evaluations, and reviews;
 - (3) For states, data to support specific measures taken to comply with the requirements in section 422(b)(9) of the Act regarding the state’s compliance with the Indian Child Welfare Act; and
 - (4) For each state, data for the National Child Abuse and Neglect Data System.
 6. **Covered Entity** shall generally have the same meaning as the term “covered entity” as defined in 45 CFR 160.103, and for purposes of this Attachment shall refer to the Department.
 7. **Direct Care for Children**, as defined in s. 409.986(3)(a), shall mean services of any kind which are designed to facilitate a child remaining safely in his or her own home, returning safely to his or her own home if he or she is removed from the home, or obtaining an alternative permanent home if he or she cannot remain at home or be returned home. The term includes, but is not limited to, prevention, diversion, and related services.
 8. **Family Intensive Treatment (FIT)** are services by providers subcontracted by the Managing Entities.

9. **HIPAA Rules** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
10. **Lead Agency** refers to the Community-Based Care entity or business entity contracted with pursuant to this agreement to provide care for children in the child protection and child welfare system.
11. **Licensed Out of Home Care** refers to a caregiver who is licensed by the Department to provide out of home care, such as residential group homes and foster homes.
12. **Performance Measure** refers to the numerical level of achievement stated as a percentage, ratio or count.
13. **Protective Supervision** refers to the responsibility for managing a safety plan and a case plan to ensure enhancements of diminished protective capacities and/or permanency for unsafe children.
14. **Relative and non-relative placement** refers to placement with someone who is known to the child.
15. **Subcontractor** shall generally have the same meaning as the term “subcontractor” as defined in 45 CFR § 160.103 and is defined as an individual to whom a Lead Agency delegates a function, activity, service, other than in the capacity of a member of the workforce of such business associate.
16. **System of Care** refers to the service delivery approach that builds partnerships to create a broad, integrated process for meeting the multiple needs of families.
17. **Unlicensed Out of Home Care** refers to relative and non-relative placements.
18. **Volunteer** is defined as any individual who assists for more than 10 hours per month or any individual who assists on an intermittent basis for less than 10 hours per month but is not in the line of sight of a person who meets the screening requirement of this section.
19. **Young Adult** refers to youth over the age of 18, receiving services through the Extension of Foster Care, Post Education Secondary Services, Aftercare, Adoption or the Guardian Assistance Program.

ATTACHMENT 7

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 30 days following the determination of any potential breach of personal or confidential departmental data as provided in section 501.171, F.S.;
- 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
- 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department;
- 2.1.11 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR § 164.532(d);
- 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.524;
- 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR § 164.526;

- 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.528;
- 2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

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

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

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

Section 5. Termination

5.1 Termination for Cause

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

5.2 Obligations of Business Associate Upon Termination

- 5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:
 - 5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;
 - 5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or

- disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
- 5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under “Permitted Uses and Disclosures By Business Associate” which applied prior to termination; and
 - 5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.
 - 5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

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