

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



**Citizenship and Immigration Related Employability Services for Refugees and Entrants in Hillsborough and Pinellas Counties**

**ITN#: SNR1718RS001**  
**Release Date: JANUARY 24, 2016**

Contract No. \_\_\_\_\_

Client  Non-Client

CFDA No. \_\_\_\_\_

CSFA No. \_\_\_\_\_

**THIS CONTRACT** is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and \_\_\_\_\_, hereinafter referred to as the "Provider". The Department and Provider agree as follows:

\*If this document is denoted above as a GRANT AGREEMENT, the term "Contract" as it may appear hereinafter shall be construed to mean "Grant" or "Grant Agreement" as the context may provide. Similarly, the term "Provider" shall be construed to mean "Grantee" and the term "Contract Manager" shall be construed to mean "Grant Manager".

**1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT.**

**1.1 Purpose and Contract Amount.**

The Department is engaging the Provider for the purpose of \_\_\_\_\_, as further described in Section 2 hereof, payable as provided in Section 3 hereof, in an amount not to exceed \$\_\_\_\_\_.

**1.2 Official Payee and Party Representatives.**

**a.** The name, address, telephone number and e-mail address of the Provider's official payee to whom the payment shall be directed on behalf of the Provider are:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Ext: \_\_\_\_\_

E-mail: \_\_\_\_\_

**b.** The name of the contact person and address, telephone, and e-mail address where the Provider's financial and administrative records are maintained are:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Ext: \_\_\_\_\_

E-mail: \_\_\_\_\_

**c.** The name, address, telephone number and e-mail address of the Contract Manager for the Department for this Contract are:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Ext: \_\_\_\_\_

E-mail: \_\_\_\_\_

**d.** The name, address, telephone number and e-mail of the Provider's representative responsible for administration of the program under this Contract (and primary point of contact) are:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Ext: \_\_\_\_\_

E-mail: \_\_\_\_\_

Per section 402.7305(1)(a), F.S., the Department's Contract Manager is the primary point of contact through which all contracting information flows between the Department and the Provider. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party.

### 1.3 Effective and Ending Dates.

This Contract shall be effective on \_\_\_\_\_ or the last date executed by a party, whichever is later. The service performance period under this Contract shall commence on \_\_\_\_\_ or the effective date of this Contract, whichever is later, and shall end at midnight, Eastern time, on \_\_\_\_\_, subject to the survival of terms provisions of Section 7.4 hereof.

- This Contract may not be renewed.
- This Contract may be renewed in accordance with Section 26 of the PUR 1000 Form and, if renewed, costs for the renewal may not be charged to this Contract.
  - The renewal price(s) set forth in the bid, proposal, or reply are shown in Exhibit F \_\_\_, subject to negotiation at renewal per section 287.057(13), Florida Statutes (F.S.).
  - Not applicable.

### 1.4 Contract Document.

This Contract is composed of Sections 1 through 7 hereof, as well as Exhibits A through F and Attachments 1 through \_\_\_ and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties.

**1.4.1** The definitions found in the Standard Contract Definitions, located at: <http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf> are incorporated into and made a part of this Contract. Additional definitions may be set forth in Exhibit A, Special Provisions.

**1.4.2** The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract. Sections 1.d., 2-4, 6, 8-13, 23, 27 and 31 of the PUR 1000 Form are not applicable to this Contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this Contract, such other terms or conditions shall take precedence over the PUR 1000 Form.

**1.4.3** The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 7 hereof, as provided therein.

**1.4.4** In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

- a. Exhibits A through F;
- b. Any documents incorporated into any exhibit by reference;
- c. This Standard Integrated Contract;
- d. Any documents incorporated into this Contract by reference.
- e. Attachments 1 through \_\_\_.

## 2. STATEMENT OF WORK.

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Except for advances, if any, provided for in this Contract, these deliverables must be received and accepted by the Contract Manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Department. The Department's determination of acceptable services shall be conclusive. Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. Except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by the Department to the extent that it prescribes a fixed price (previously called "fixed fee") payment method or does not provide a method of payment for added tasks.

### 2.1 Scope of Work.

The Scope of Work is described in Exhibit B.

### 2.2 Task List.

The Provider shall perform all tasks set forth in the Task List, found in Exhibit C, in the manner set forth therein.

CF Standard

Integrated Contract 2015

2

Contract No.

### **2.3 Deliverables.**

Deliverables shall be as described in Exhibit D.

### **2.4 Performance Measures.**

**2.4.1 Performance Measures for Acceptance of Deliverables.** The performance measures for acceptance of deliverables are set forth in Exhibit D, Section D-\_\_.

**2.4.2 Minimum Performance Measures.** To avoid contract termination, Provider's performance must meet the minimum performance standards set forth in Exhibit E, Minimum Performance Measures, Section E-1, regardless of any other performance measures in this Contract. By execution of this Contract, the Provider hereby acknowledges and agrees that its performance under the Contract must meet these Minimum Performance Measures and that it will be bound by the conditions set forth therein. If the Provider fails to meet these standards, the Department, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department must terminate the Contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these standards, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

## **3. PAYMENT, INVOICE AND RELATED TERMS.**

The Department shall pay for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1 hereof, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department and shall remain subject to subsequent audit or review to confirm contract compliance. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

### **3.1 Method of Payment.**

The Provider shall be paid in accordance with Exhibit F, Method of Payment and Invoices.

### **3.2 Invoices.**

**3.2.1 Generally.** The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract.

**3.2.2 Final Invoice.** The final invoice for payment shall be submitted to the Department no more than \_\_ days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

### **3.3 Financial Consequences.**

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply financial consequences as provided for in Section 6.1 hereof. The parties agree that the penalties provided for under Section 6.1 hereof constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per Section 6.2.3 hereof and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 3.4 hereof, to the extent of such error.

### **3.4 Overpayments and Offsets.**

The Provider shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Department and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the Provider or its auditor or upon written notice by the Department, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the Department from the Provider under this or any other contract or agreement.

### **3.5 MyFloridaMarketPlace Transaction Fee.**

This Contract is **exempt from** the MyFloridaMarketPlace transaction fee.

## **4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE.**

### **4.1 Compliance with Statutes, Rules and Regulations.**

In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, including but not limited to those described in Exhibit A1, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Contract.

### **4.2 Independent Contractor, Subcontracting and Assignments.**

**4.2.1** In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees as a result of performing the duties or obligations of this Contract.

**4.2.2** The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida. The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

**4.2.3** The Provider shall not assign its responsibilities under this Contract to another party, in whole or part, without prior written approval of the Department, upon the Department's sole determination that such assignment will not adversely affect the public interest. No payment shall be made under this Contract to any factor or other person who has been assigned or transferred the right to receive payment in lieu of or on behalf of the Provider except upon full and faithful performance of the Provider's duties hereunder. Any assignment or transfer occurring without prior approval of the Department shall be null and void. The Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of the Department, which shall not be unreasonably withheld.

**4.2.4** The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida or to a provider of the Department's selection, upon giving prior written notice to the Provider. In the event of assignment by either party, this Contract shall remain binding upon the lawful successors in interest of the Provider and the Department.

**4.2.5** The Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

**4.2.6** The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.

### **4.3 Provider Indemnity.**

Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this Contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms will also apply:

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

**4.3.2** Further, the Provider shall indemnify the Department for all costs and attorneys fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record, as provided for under Section 5.3. hereof, including litigation initiated by the Department.

The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Provider of performance under this provision, in which case the Department shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

### **4.4 Insurance.**

The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. Upon the execution of this Contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Department reserves the right to require additional insurance as specified in this Contract.

### **4.5 Notice of Legal Actions.**

The Provider shall notify the Department of potential or actual legal actions taken against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact the Department. The Department's Contract Manager will be notified within 10 days of Provider becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

### **4.6 Intellectual Property.**

It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of the Department, fully compensated for by the contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

**4.6.1** If the Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in Exhibit A as having specific limitations, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by the Department its employees, agents or contractors during the term of this Contract and perpetually thereafter.

**4.6.2** All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

#### **4.7 Transition Activities.**

Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Contract and shall support the requirements for transition as specified in a Department-approved Transition Plan, which shall be developed jointly with the new provider in consultation with the Department.

#### **4.8 Real Property.**

Any State funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of State funding for this purpose, the Provider agrees that, if it disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the State's initial investment, as adjusted by depreciation.

#### **4.9 Publicity.**

Without limitation, the Provider and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State agency or affiliate or any officer or employee of the State, or any State program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective customers.

#### **4.10 Sponsorship.**

As required by section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

#### **4.11 Employee Gifts.**

The Provider agrees that it will not offer to give or give any gift to any Department employee during the service performance period of this Contract and for a period of two years thereafter. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

#### **4.12 Mandatory Reporting Requirements.**

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows: 1) 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; and 2) other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at [IG.Complaints@myflfamilies.com](mailto:IG.Complaints@myflfamilies.com). The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428. A reportable incident is defined in Children and Families Operating Procedure (CFOP) 180-4, which can be obtained from the Contract Manager.

### **5. RECORDS, AUDITS AND DATA SECURITY.**

#### **5.1 Records, Retention, Audits, Inspections and Investigations.**

**5.1.1** The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract.

**5.1.2** Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Department.

**5.1.3** Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 5.1.2 hereof.

**5.1.4** These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

**5.1.5** At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 45 Code of Federal Regulations (CFR) s. 92.36(i)(10), shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

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

**5.1.7** The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

#### **5.2 Inspections and Corrective Action.**

The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this Contract. Following such review, the Department will deliver to the Provider a written report of its findings, and may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's written report. This provision will not limit the Department's termination rights under Section 6.2.3 hereof.

#### **5.3 Provider's Confidential and Exempt Information.**

**5.3.1** By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. The Provider agrees that, upon written request of the Department, it shall promptly provide to the



Department a written statement of the basis for the exemption applicable to each provision identified by the Provider as “confidential” or “exempt”, including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

**5.3.2** Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider’s documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with Section 5.3.2.a. hereof.

- a. The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida’s Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.
- b. The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 5.3.2.a hereof. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.a. hereof, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida’s Public Records Law.

**5.4 Health Insurance Portability and Accountability Act.**

The Provider certifies that neither it nor its subcontractors will have access to, receive or provide Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (42 U.S.C. s.1320d.) and the regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) incidental to performance of this Contract.

In compliance with 45 CFR s.164.504(e), the Provider shall comply with the provisions of Attachment \_\_ to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to the Provider’s performance of this Contract.

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

**5.6 Data Security.** The Provider shall comply with the following data security requirements whenever the Provider or its subcontractors have access to Department data systems or maintain any client or other confidential information in electronic form:

**5.6.1** An appropriately skilled individual shall be identified by the Provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the Department’s security staff and will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all Provider employees that request or have access to any Departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated Provider employees.

**5.6.2** The Provider shall provide the latest Departmental security awareness training to its staff who have access to departmental information.

**5.6.3** All Provider employees who have access to Departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the Contract Manager.

**5.6.4** The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and mobile storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the Provider shall assure that unencrypted personal and confidential Departmental data will not be stored on unencrypted storage devices.

**5.6.5** The Provider agrees to notify the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential Departmental data.

**5.6.6** The Provider shall at its own cost provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential Departmental data as provided in section 817.5681, F.S. The Provider shall also at its own cost implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential Departmental data.

The Provider shall cause each of its subcontractors having access to Department data systems or maintaining any client or other confidential information in electronic form to comply with the provisions of this Section 5.6 and the term "Provider" shall be deemed to mean the subcontractor for such purposes.

## **6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION.**

### **6.1 Financial Penalties for Failure to Take Corrective Action.**

**6.1.1** In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this Contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

**6.1.2** The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

**6.1.3** Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

**6.1.4** The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Provider.

### **6.2 Termination.**

**6.2.1** In accordance with Section 22 of PUR 1000 Form, this Contract may be terminated by the Department without cause upon no less than thirty (30) calendar days notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.

**6.2.2** In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract upon no less than twenty-four (24) hours notice in writing to the Provider. The Department shall be the final authority as to the availability and adequacy of funds.

**6.2.3** In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department may terminate the Contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Contract. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

**6.2.4** Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract

terminated by the Department for cause. Termination shall be upon no less than twenty-four (24) hours notice in writing to the Provider.

In the event of termination under Sections 6.2.1 or 6.2.2 hereof, the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.

### **6.3 Dispute Resolution.**

Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department's Contract Manager, who shall reduce the decision to writing and provide a copy to the Provider. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Contract Manager's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the exhibits or other attachments, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties' rights of termination under Section 6.2 hereof.

All notices provided under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.d hereof by U.S. Postal Service or any other delivery service that provides verification of delivery, or by hand delivery.

## **7. OTHER TERMS.**

### **7.1 Governing Law and Venue.**

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be in Leon County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

### **7.2 No Other Terms.**

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

### **7.3 Severability of Terms.**

If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.

### **7.4 Survival of Terms.**

The parties agree that, unless a provision of this Contract, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this Contract concerning obligations of the Provider and remedies available to the Department are intended to survive the ending date or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of this Contract are consideration for such performance.

### **7.5 Modifications.**

Modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

### **7.6 Preferred Pricing Affidavit.**

The Provider represents and warrants that the prices and terms for its services under this Contract are no less favorable to the Department than those for similar services under any existing contract with any other party. The Provider further agrees that, within 90

days of Provider entering into a contract or contract amendment or offering to any other party services similar to those under this Contract under prices or terms more favorable than those provided in this Contract, the Provider will report such prices and terms to the Department, which prices or terms shall be effective as an amendment to this Contract upon the Department's written acceptance thereof. Should the Department discover such other prices or terms, the same shall be effective as an amendment to this Contract retroactively to the earlier of the effective date of this Contract (for other contracts in effect as of that date) or the date they were first contracted or offered to the other party (for subsequent contracts, amendments or offers) and any payment in excess of such pricing shall be deemed overpayments. Provider shall submit an affidavit no later than July 31st of each year during the term of this Contract attesting that the Provider is in compliance with this provision, as required by section 216.0113, F.S.

#### **7.7 Anticompetitive Agreements.**

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

#### **7.8 Communications.**

Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication in writing, such communication includes email, and attachments thereto are deemed received when the email is received.

#### **7.9 Accreditation.**

The Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

#### **7.10 Transitioning Young Adults.**

The Provider understands the Department's interest in assisting young adults aging out of the dependency system. The Department encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

#### **7.11 DEO and Workforce Florida.**

The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Department encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.

#### **7.12 Purchases by Other Agencies.**

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.047, Florida Administrative Code, if requested by another agency. Other State agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

#### **7.13 Client Risk Prevention.**

If services to clients are to be provided under this contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

#### **7.14 Emergency Preparedness Plan**

If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this contract, submit to the Contract Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term "supervision" includes a child who is under the jurisdiction of a dependency court. Children may remain in

their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting. No later than twelve months following the Department's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary. The Department agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assume implementation of agreed emergency relief provisions.

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

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

**PROVIDER:**

**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES**

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

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

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

**STATE AGENCY 29 DIGIT FLAIR CODE:** \_\_\_\_\_  
**Federal Tax ID # (or SSN):** \_\_\_\_\_

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

## **EXHIBIT A – SPECIAL PROVISIONS**

The following provisions supplement or modify the provisions of Sections 1 through 7, above, as provided herein:

### **SECTION 1: ENGAGEMENT, TERM AND CONTRACT DOCUMENT**

### **SECTION 2: STATEMENT OF WORK.**

### **SECTION 3: PAYMENT, INVOICE AND RELATED TERMS**

### **SECTION 4: GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE**

### **SECTION 5: RECORDS, AUDITS AND DATA SECURITY**

### **SECTION 6: PENALTIES, TERMINATION AND DISPUTE RESOLUTION**

### **SECTION 7: OTHER TERMS**

## EXHIBIT A1- STATE AND FEDERAL LAWS, RULES AND REGULATIONS RELATING TO PERFORMANCE

As provided in Section 4.1 of this Contract, the Provider is required to comply with the following requirements, as applicable to its performance under this Contract, as they may be enacted or amended from time to time. Provider acknowledges that it is independently responsible for investigating and complying with all State and Federal laws, rules and regulations relating to its performance under this Contract and that the below is only a sample of the State and Federal laws, rules and regulations that may govern its performance under this Contract.

### A1-1 Federal Law.

**A1-1.1** If this Contract contains Federal Funds, the Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 45 CFR, Parts 74 and 92, and other applicable regulations.

**A1-1.2** If this Contract contains \$10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

**A1-1.3** If this Contract contains over \$100,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Department.

**A1-1.4** No Federal Funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains Federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment \_\_\_\_\_. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Contract.

**A1-1.5** If this Contract contains Federal Funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

**A1-1.6** Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Department for violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider and its subcontractors will enroll in and use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employee assigned to the contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

**A1-1.7** If this Contract is with a sub-recipient of federal financial assistance, the Provider shall comply with Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (also known as the "Super Circular"), Code of Federal Regulations Title 2, Part 200 (2 CFR, Part 200).

**A1-2 Civil Rights Requirements.** In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within 30 days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

**A1-3 Use of Funds for Lobbying Prohibited.** The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a State agency.

**A1-4 Public Entity Crime and Discriminatory Contractors.** Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**A1-5 Whistleblower's Act Requirements.** In accordance with subsection 112.3187(2), F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

#### **A1-6 Public Records.**

**A1-6.1** As required by section 287.058(1)(c), F.S., the Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

**A1-6.2** As required by section 119.0701, F.S., to the extent that the Provider is acting on behalf of the Department within the meaning of section 119.011(2), F.S., the Provider shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Provider upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

#### **A1-7 Support to the Deaf or Hard-of-Hearing.**

**A1-7.1** Where direct services are provided, the Provider and its subcontractors shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Procedure (CFOP) 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.

**A1-7.2** If the Provider or any of its subcontractors employs 15 or more employees, the Provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database by the 5<sup>th</sup> business day of the



month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The name and contact information for the Provider's Single-Point-of-Contact shall be furnished to the Department's Grant or Contract Manager within 14 calendar days of the effective date of this requirement.

**A1-7.3** The Provider shall, within 30 days of the effective date of this requirement, contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.

**A1-7.4** The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and their subcontractors with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

**A1-7.5** The Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The Provider and its subcontractors. The approved Notice can be downloaded through the Internet at: <http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters>.

**A1-7.6** The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

**A1-7.7** If customers or companions are referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

**A1-7.8** The Department requires each contract/subcontract provider agency's direct service employees to complete Serving our Customers who are Deaf or Hard-of-Hearing and sign the Attestation of Understanding. Direct service employees performing under this Contract will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

**A1-8 Client and Other Confidential Information.** State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 415.295, 741.3165 and 916.107, F.S. Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602 and 42 U.S.C. §1396a(a)(7) and 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §431.300-30645 CFR §400.27(a) and 45 CFR §205.50. A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

**A1-9 PRIDE.** Articles which are the subject of or are required to carry out this Contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this Contract, the Provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

**A1-10 Recycled Products.** The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of sections 403.7065, F.S.

**A1-11 Scrutinized Companies.** If this Contract is for an amount of \$1 Million or more, the Department may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**A1-12 Federal Funding Accountability and Transparency Act (FFATA).** An act of Congress that requires the full disclosure to the public of all entities or organizations receiving federal funds.

**A1-12.1** FFATA 2006. The Provider will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Contract includes \$25,000 or more in Federal Funds (as determined over its entire term). The Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds.

**A1-12.2** Digital Accountability and Transparency Act (DATA)2014. An expansion of the FFATA 2006, the purpose is for further transparency by establishing government-wide data identifiers and standardized reporting formats to recipient and sub-recipients.

**A1-13 Prompt Payment and Vendor Ombudsman.** Pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract specify otherwise. Any amount that is authorized for payment but is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved (or within 35 days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one (1) dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

**A1-14 Timely Payment of Subcontractors.** To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

#### **A1-15 Employment Screening**

**A1-15.1.** The Provider shall ensure that all staff utilized by the Provider and its subcontractors that are required by Florida law to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

- a. Employment history checks;
- b. Fingerprinting for all criminal record checks;
- c. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);
- d. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and
- e. Security background investigation, which may include local criminal record checks through local law enforcement agencies.
- f. Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

**A1-15.2** The Provider shall sign an affidavit each State fiscal year for the term of the contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

**A1-15.3**The Department requires, as applicable, the use of the Officer of Inspector General's Request for Reference Check form (CF 774), which states: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families or a Contract Provider Agency, a check with the Office of Inspector General (IG) is required to determine if the individual is or has been a subject of an investigation with the IG's Office. The request will only be made on the individual that is being recommended to be hired for the position if that individual has previously worked for the Department or a Contract Provider, or if that individual is being promoted, transferred or demoted within the Department or Agency."

**A1-16 Human Subject Research.** The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 CFR, Part 46, and 42 U.S.C. section 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

**A1-17 Coordination of Contracted Services.** Section 287.0575, F.S., mandates various duties and responsibilities for certain State agencies and their contracted service providers, and requires the following Florida health and human services agencies to coordinate their monitoring of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs, and Department of Veterans Affairs, where applicable.

In accordance with Section 287.0575(2), F.S., each contract service provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of their health and human services contracts to their respective Contract Manager(s). The list must include the following information:

- Name of each contracting State agency and the applicable office or program issuing the contract.
- Identifying name and number of the contract.
- Starting and ending date of each contract.
- Amount of each contract.
- A brief description of the purpose of the contract and the types of services provided under each contract.
- Name and contact information of each Contract Manager.

**A1-18 State Policies.** The Provider shall comply with the policies set forth in the Department of Financial Services' Reference Guide for State Expenditures and active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing.

See \_\_\_\_\_ for additional laws, rules and regulations affecting performance of this Contract.

## EXHIBIT A – SPECIAL PROVISIONS

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

### **A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT**

**A-1.1.** Programmatic definitions are found in Exhibit A1.

### **A-2. STATEMENT OF WORK**

NA

### **A-3. PAYMENT, INVOICE AND RELATED TERMS**

NA

### **A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE**

**A-4.1.** Section 4.1.1 of the Standard Integrated Contract is added to read as follows:

**4.1.1.** In addition to the laws set out in the Standard Integrated Contract under Section 4.1., the Provider agrees to comply with the following laws, regulations, and any amendments or additions to these laws and regulations:

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

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

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

**4.1.1.4** 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (superseded OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122; A-133 -- see, 78 FR 78590-01 (Dec. 26, 2013))

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

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

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

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

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

**4.1.1.10** Rule 65-29.001, F.A.C., Financial Penalties for a Provider's Failure to Comply with a Requirement for Corrective Action

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

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

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

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

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

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

**A-4.2.** Section 4.11. of the Standard Integrated Contract is hereby amended to read:

#### **4.11. Outreach Materials**

All outreach materials, including flyers, advertisements, public service announcement scripts, etc., prepared with RS grant funds must include a statement acknowledging that the project is sponsored by the State of Florida, Department of Children and Families, Refugee Services Program, with grants from the U.S. Department of Health and Human Services, Office of Refugee Resettlement. The Provider shall submit all materials to the contract manager for review and approval thirty (30) calendar days prior to publication and dissemination.

#### **A-5. RECORDS, AUDITS AND DATA SECURITY**

**A-5.1.** Section 5.7. of the Standard Integrated Contract is added to read as follows:

##### **5.7. Safeguards Regarding the Use and Disclosure of Client Data**

- 5.7.1. The Provider shall prohibit disclosure of personal identifying client information without consent except for purposes directly connected with, and necessary to, the administration of the program as specified in 45 CFR Part 400.27.
- 5.7.2. When requesting an individual's social security number (SSN), the Provider shall disclose whether the individual's disclosure is voluntary or mandatory, the statutory authority for requesting the SSN, and the use to which the SSN will be put.
- 5.7.3. If accessing the SAVE/VIS Program, the Provider shall verify immigration status without regard to sex, color, race, religion, or nationality of the alien involved. The Provider shall comply with the Public Information Act, 5 U.S.C. 552(a), and other applicable laws in conducting verification procedures pursuant to this agreement and in safeguarding, maintaining, and disclosing any data provided or received pursuant to this agreement.
- 5.7.4. The Provider agrees to use all information acquired under this contract solely for the purpose of determining the eligibility of persons applying for services funded by RS under authority granted to it by the laws of the State of Florida and of the United States of America.
- 5.7.5. The Provider shall not disclose any information acquired from SAVE/VIS to any other person or entity without the prior written consent of RS, ACCESS Florida and/or DHS. Prior written consent from RS, ACCESS Florida, or DHS is not necessary when the alien applicant submits a written request for disclosure of such information pertaining to his/her own case, to the extent such disclosure is required or permitted by the laws or procedures governing the processing of applications by RS. The Provider fully understands that this contract does not permit the use of SAVE/VIS for the purpose of complying with or assisting any person or entity in complying with the employability verification requirements of section 274A of the Immigration and Nationality Act, 8 U.S.C. section 1324a.

#### **A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION**

**A-6.1.** Section 6.3 of the Standard Integrated Contract is hereby amended to read:

##### **6.3 Dispute Resolution**

It is desired that the Provider and Department shall agree to cooperate in resolving any differences concerning performance or in interpreting this contract. Within five (5) business days of the execution of a contract for services, each party shall designate one person to act as its representative for dispute resolution purposes, and shall notify the other party of the person's name and business address and telephone number. Within five (5) business days from delivery to the designated representative of the other party of a written request for dispute resolution, the representatives will conduct a face-to-face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, the representatives shall make written recommendations to the Secretary who will work with parties to resolve the dispute. The parties reserve all their rights and remedies under Florida law. Venue for any court action shall be Leon County, Florida.

#### **A-7. OTHER TERMS**

NA

#### **A-8. FEDERAL FUNDS APPLICABILITY**

NA

CF Standard

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

### **A-9.1. Section 9.1 of the Standard Integrated Contract is hereby amended to read:**

#### **9.1 Client Risk Prevention**

If services to clients are to be provided under this Contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 to the contract manager and to the hotline noted below. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

### **A-9.2. Sections 9.5.-9.7 of the Standard Integrated Contract are hereby added to read as follows:**

#### **9.5. Fees and Donations**

No fees shall be imposed by the Provider to clients served under this contract, other than those set by the Department. Donations, whether monetary or in kind, received by employees of the Provider who are paid wholly or in part under this contract, must be used for the benefit of the program unless the donor clearly states that the donation is for another purpose. A record must be kept of all monetary donations and a report of disbursement must be submitted to the contract manager at least quarterly. Likewise, donations made to the Provider and designated specifically for the program funded by this contract must be accounted for and disbursed for the benefit of the program and/or its clients.

#### **9.6. Property**

Exhibit A2 applies to all property transferred by the Department to the Provider and any property purchased by the Provider with funds provided by this contract. The word "property" as used in this section means equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature, the value or cost of which is \$1,000 or more and the normal expected life of which is 1 year or more, and hardback-covered bound books that are circulated to students or the general public, the value or cost of which is \$25 or more, and hardback-covered bound books, the value or cost of which is \$250 or more.

#### **9.7. Information Technology Resources (ITR).**

The Provider must receive written approval from the contract manager prior to purchasing any ITR with contract funds. The Provider will not be reimbursed for any ITR purchases made prior to obtaining the contract manager's written approval.

## Exhibit A1 – PROGRAMMATIC DEFINITIONS

**A1-1 Program Specific Terms.** Program specific terms used in this document are defined in the Refugee Services Glossary which is incorporated herein by reference and maintained in the contract manager’s file. Program specific terms not included in the above referenced glossary are defined below. *In the event of a conflict between the definitions in the glossary and the contract, the contract document shall take precedence over the Refugee Services Glossary.*

- A1-1.1 Business Day.** Weekdays from 8:00 a.m. to 5:00 p.m. Eastern Time other than Saturday, Sunday, or a holiday recognized by the State of Florida (including holidays hereinafter recognized).
- A1-1.2 Client.** An eligible individual for whom services are provided by the contracted service provider.
- A1-1.3 Refugees/Entrants.** People who are eligible for refugee services pursuant to state and federal regulations and who are in need of the services outlined in this contract. Refugees/Entrants, as used in this contract include:
  - A1-1.3.1** Refugees of all nationalities;
  - A1-1.3.2** Cuban/Haitian Entrants, including Parolees and Asylum Applicants;
  - A1-1.3.3** Asylees of all nationalities;
  - A1-1.3.4** Amerasians;
  - A1-1.3.5** Certified Victims of a Severe Form of Human Trafficking (also referred to as victims of trafficking (VOT));
  - A1-1.3.6** Lawful permanent residents who adjusted from prior refugee, entrant, or asylee status; and
  - A1-1.3.7** Special immigrants of Iraqi or Afghan nationality.
- A1-1.4** *[Additional program specific terms will be added during contract negotiations.]*

**Master Template Color Coding**

<b>Black</b>	<b>Standard language across contracts (i.e. LEP)</b>
<b>Blue</b>	<b>Brand new language (i.e. new grant language)</b>
<b>Green</b>	<b>Language specific to a particular service (i.e. programmatic tasks)</b>
<b>Red</b>	<b>Language specific to a particular provider (i.e. provider address)</b>

## EXHIBIT A2 - PROPERTY

- A2-1** Each item of property which it is practicable to identify by marking shall be marked in the manner required by the Auditor General. Each custodian shall maintain an adequate record of property in his or her custody, which record shall contain such information as shall be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian shall take an inventory of property in his or her custody. The inventory shall be compared with the property record, and all discrepancies shall be traced and reconciled. All publicly supported libraries shall be exempt from marking hardback-covered bound books, as required by this section. The catalog and inventory control records maintained by each publicly supported library shall constitute the property record of hardback-covered bound books with a value or cost of \$25 or more included in each publicly supported library collection and shall serve as a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing shall be traced and reconciled, and the library inventory shall be adjusted accordingly.
- A2-2** When state property will be assigned to a Provider for use in performance of a contract, the title for that property or vehicle shall be immediately transferred to the Provider where it shall remain until this contract is terminated or until other disposition instructions are furnished by the contract manager. When property is transferred to the Provider, the Department shall pay for the title transfer. The Provider's responsibility starts when the fully accounted for property or vehicle is assigned to and accepted by the Provider. Business arrangements made between the Provider and its subcontractors shall not permit the transfer of title of state property to subcontractors. While such business arrangements may provide for subcontractor participation in the use and maintenance of the property under their control, the Department shall hold the Provider solely responsible for the use and condition of said property. Provider inventories shall be conducted in accordance with CFOP 80-2.
- A2-3** If any property is purchased by the Provider with funds provided by this contract, the Provider shall inventory all nonexpendable property including all computers. A copy of which shall be submitted to the Department along with the expenditure report for the period in which it was purchased. At least annually, the Provider shall submit a complete inventory of all such property to the Department whether new purchases have been made or not.
- A2-4** The inventory shall include, at a minimum, the identification number; year and/or model; a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the VIN and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost.
- A2-5** The contract manager must provide disposition instructions to the Provider prior to the end of the contract period. The Provider cannot dispose of any property that reverts to the Department without the contract manager's approval. The Provider shall furnish a closeout inventory no later than 30 days before the completion or termination of this contract. The closeout inventory shall include all nonexpendable property including all computers purchased by the Provider. The closeout inventory shall contain, at a minimum, the same information required by the annual inventory.
- A2-6** The Provider hereby agrees that all inventories required by this contract shall be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value shall be agreed upon by both the Provider and the Department and shall be used in place of the original acquisition cost.
- A2-7** Title (ownership) to and possession of all property purchased by the Provider pursuant to this contract shall be vested in the Department upon completion or termination of this contract. During the term of this contract, the Provider is responsible for insuring all property purchased by or transferred to the Provider is in good working order. The Provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Provider shall be responsible for repaying to the Department the replacement cost of any property inventoried and not transferred to the Department upon completion or termination of this contract. When property transfers from the Provider to the Department, the Provider shall be responsible for paying for the title transfer.
- A2-8** If the Provider replaces or disposes of property purchased by the Provider pursuant to this contract, the Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Provider's annual inventory.
- A2-9** The Provider hereby agrees to indemnify the Department against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the Provider pursuant to this contract.



**A2-10** A formal contract amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

DRAFT

**EXHIBIT B - SCOPE OF WORK**

- B-1. Scope of Service.** See Section 3.2.3 of the ITN.
- B-2. Major Contract Goals.** See Section 3.2.4 of the ITN
- B-3. Service Area/Locations/Times**
  - B-3.1. Services Delivery Location.** Under the terms of this contract, the Provider shall provide services at:
    - [Insert physical location street address]
    - [Insert physical location City, State, ZIP]
    - [Insert other Service Delivery Location information as necessary.]
  - B-3.2. Service Times.** See Section 3.2.17 of the ITN
  - B-3.3. Changes in Location.** See Section 3.2.16 of the ITN
- B-4. Clients to be Served.** See Section 3.2.6
- B-5. Client Eligibility and Service Priorities.** See Section 3.2.8 of the ITN
- B-6.** [Additional service specific funding requirements affecting eligibility will be added during contract negotiations.]
- B-7. Client Eligibility Determination.** See Section 3.2.7 of the ITN
- B-8. Equipment.** See Section 3.2.18 of the ITN.
- B-9. Contract Limits.** See Section 3.2.5 of the ITN

DRAFT

## EXHIBIT C - TASK LIST

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

### C-1. SERVICE TASKS

**C-1.1. Outreach Services.** See Section 3.2.9.3.1 of the ITN

**C-1.2. Client Eligibility Determination.** See Section 3.2.7.2 of the ITN

**C-1.3. Immigration Status Verification.** See Section 3.2.7.2 of the ITN.

**C-1.4. Intake.** See Section 3.2.9.1 of the ITN.

**C-1.5. Client Release of Information Form.** The Provider shall explain to each client for what purpose information is being collected, and to whom the information may be released. The Provider shall obtain the client's initials and signature in the appropriate section(s) of the Client Release of Information Form (**Exhibit \_\_**).

**C-1.5.1.** Social Security Number;

**C-1.5.2.** Department of Homeland Security (DHS) SAVE/VIS data;

**C-1.5.3.** Protected Health Information (PHI);

**C-1.5.4.** Financial Information; and/or

**C-1.5.5.** Contact Information Disclosure.

In the event a client refuses to sign the Client Release of Information Form, the Provider shall sign and date the appropriate section of the form stating that the Provider has explained the form and its purpose to the client. Any subsequent revisions to the **Exhibit \_\_** may be implemented without the need of a formal contract amendment.

**C-1.6.** [Additional **PROGRAMATTIC** service specific tasks will be added during contract negotiations.]

**C-1.7. Case Notes.** The Provider shall maintain electronic or hard-copy readable case narrative information recording critical contact with the client, including but not limited to, client progress, service activities, planned future activities and dates of service delivery in each client file. [Insert service specific case notes language in the service specific template].

**C-1.8. Transportation.** See Section 3.2.9.3.6 of the ITN

**C-1.9. Referrals.** See Section 3.2.9.4 of the ITN

**C-1.10.** [Additional **ADMINISTRATIVE** service specific tasks will be added during contract negotiations.]

**C-1.11. Data Security and Access Request Forms.** The Provider shall ensure that its staff whose duties require them to access client information through the Web-RS/Refugee Services Data System (RSDS) must complete the following annually:

**C-1.11.1.** DCF Security Agreement (form CF 0114, which is available from the Contract Manager);

**C-1.11.2.** DCF Security Awareness Training, as specified in Section 5.5.2 of the Standard Integrated Contract; and

**C-1.11.3.** RSDS Security Access Request Form (**Exhibit \_\_**).

Any subsequent revisions to the **Exhibit \_\_** may be implemented without the need of a formal contract amendment.

**C-1.12. Electronic Data.** See Section 3.2.22 of the ITN

**C-1.13. Limited English Proficiency (LEP) Policy.** The Provider shall serve LEP populations in compliance with the requirements of Title VI of the Civil Rights Act of 1964. The Provider shall develop and submit for approval, a comprehensive written policy on language access for LEP persons that:

**C-1.13.1.** Identifies the language(s) likely to be encountered while providing contract services;

- C-1.13.2. Estimates the number of eligible people likely to be affected by the need for language interpretation assistance;
- C-1.13.3. Establishes an in-house point of contact who is competent to provide verbal language interpretation services or competent to provide document translation assistance for written documents;
- C-1.13.4. Identifies a process by which language interpretation services not available on-site shall be provided to LEP persons;
- C-1.13.5. Establishes a process by which routine written materials, vital documents, required program forms or other informative documents shall be made available in languages sufficient to meet the demands of LEP persons;
- C-1.13.6. Addresses how notices of LEP persons' rights shall be conveyed in the LEP persons' native languages, and where such notices shall be placed in the place of business;
- C-1.13.7. Identifies how the service Provider shall inform and train staff; and identify the frequency of staff training; and
- C-1.13.8. Informs the funding organization how the service Provider shall monitor its progress in ensuring that the requirements for providing language access for LEP persons is met.
- C-1.13.9. The level and depth of compliance a service Provider must meet in order to comply with requirements of Title VI can be determined by using the compliance requirement criteria below. If the refugee/entrant population to be served:
  - C-1.13.9.1. Is 10% of the eligible population or 3,000 (whichever is less), the service Provider must provide translated written documents, including vital documents for the group.
  - C-1.13.9.2. Is 5% of the eligible population or 1,000 (whichever is less), the service Provider, at a minimum, must translate vital documents, while other document translations can be oral.
  - C-1.13.9.3. Is fewer than 100 persons, the service Provider is not required to translate written materials, but must provide a written notice in the primary language of the LEP group of the right to receive translation of written materials.

The Provider shall submit a Limited English Proficiency plan for compliance to RS within sixty (60) days following the contract effective date **[and submit the LEP Policy Questionnaire annually thereafter (if a multi-year contract)]**. Failure to comply with this requirement may place the Provider in breach of contract and the Provider may be penalized as provided in Section 6.1. of the Standard Integrated Contract.

**C-1.14. Termination of Client Services.** [See Section 3.2.9.6 of the ITN](#)

**C-1.15. Client Case File.** For each client served, the Provider shall maintain an individual electronic or hard-copy case file that includes a detailed chronological account of service delivery including, but not limited to, the following:

- C-1.15.1. Eligibility documentation, including a legible copy of the front and back (if applicable) of immigration documentation;
- C-1.15.2. Intake information;
- C-1.15.3. Client Release of Information Form;
- C-1.15.4. Case notes;
- C-1.15.5. Referral information;
- C-1.15.6. Termination of client services documentation (if closed); and
- C-1.15.7. [\[Additional service specific requirements will be added during contract negotiations.\]](#)

**C-1.16. Task Limits.** [See Section 3.2.10 of the ITN](#)

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

**C-2.1. Staffing** [See Section 3.2.11 and 3.2.12 of the ITN](#)

**C-2.2. Professional Qualifications** [See Section 3.2.13 of the ITN](#)

**C-2.3. Subcontracting** See Section 3.2.14 of the ITN

**C-2.4. Records and Documentation** See Section 3.2.20 of the ITN

**C-2.5. Reports (programmatic and to support payment)** See Section 3.2.21 and 3.2.22 of the ITN

**C-2.6. Provider Responsibilities**

**C-2.6.1. Provider Unique Activities** See Section 3.2.25 of the ITN

**C-2.6.2. Coordination with Other Providers/Entities** See Section 3.2.26 of the ITN

**C-2.7.** [Additional service or contract specific requirements will be added during contract negotiations.]

**C-2.8. Refugee Clients under Age Eighteen (18).** Providers who care for children and youth shall have and provide to the Department upon request written policies regarding: the removal of refugee children/youth from the premises; the procedures employees must follow whenever a refugee child/youth fails to present to the facility as scheduled, planned or anticipated; the procedures the provider has in place to account for the presence of children/youth in their care throughout the time the refugee child/youth is in their care (i.e. head counts; field trip procedures, etc.), and any other matter(s) the Provider and/or subcontractor has established to protect refugee children in their care from unauthorized removal, and the prevention and reporting of missing children. This section applies to all tiers of subcontractors.

**C-2.9. Grievance Process.** The Provider shall establish a system through which applicants for services and current clients may present grievances about the operation of the contract. Such procedure shall, at a minimum, address the client's due process rights and any substantive issues sought to be raised by the client. The Provider shall advise the client of the proper method of invoking these procedures.

**C-3. STANDARD INTEGRATED CONTRACT REQUIREMENTS** Provider will perform all acts required by Sections 4, 5, 7, 8 and 9 of the Standard Integrated Contract.

## C1 – NARRATIVE REPORTING REQUIREMENTS

Name of the organization, location, & contract number: \_\_\_\_\_

Type of service and report period: \_\_\_\_\_

**A. Report on major activities undertaken during the reporting period. Focus specifically on activities intended to accomplish the contract goals and objectives as well as any interim objectives achieved within the reporting period. Add examples for each service, for example new employers participating, beginning a short-term training. Please indicate whether the named activity included dissemination/outreach. Describe specific accomplishments for each named activity. Describe any challenges in the planning and execution of the named activity including deviations or departures from the original intent of the named activity.**

Activity	Dissemination/ Outreach (Check if Yes)	Accomplishment	Challenge
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		

**B. Describe any accomplishments in serving priority populations:**

**C. Other Activities (Please briefly describe other noteworthy activities):**

**D. Activities planned for next reporting period (Please include both major and supplementary activities):**

**E. New program initiatives, plans for program improvement, and service enhancement (Please briefly describe any new initiatives, plans to improve and/or enhance existing programs):**

**F. Significant findings and events (Please briefly describe any noteworthy finding or event not described above):**

**G. Describe issues that have arisen during this reporting period, how you have addressed the issues, & alternative solutions not currently allowed by your contract.**

**H. Report new trends in the refugee community (new need for services, increase in certain populations, etc)**

**I. Any other comments or items to share?**

**J. Please provide 2 positive client summaries. These client summaries should only involve a priority client who experienced a significant event during the report period.**

**K. Please provide 1 client summary that presented notable challenges. This client summary should only involve a priority client who experienced a significant event during the report period.**





## EXHIBIT C3 – CLIENT RELEASE OF INFORMATION FORM

Client Name \_\_\_\_\_

### INSTRUCTIONS TO THE PROVIDER

The client is requested to read and sign the client rights portion of this form. The provider is required to inform each client of sections I-V of this form and the purpose for each, requesting the client initial each applicable section.

#### Client Initials

#### I. SOCIAL SECURITY NUMBER DISCLOSURE

The Florida Department of Children and Families requests that you provide your social security number(s), but you are not required to do so under the law. However, if you give us your social security number(s) we can determine your eligibility for assistance or services faster and more accurately. The department uses social security numbers for identity verification, income and eligibility verification, and other purposes related to administration of our programs.

#### II. SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) DISCLOSURE

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

#### III. PROTECTED HEALTH INFORMATION (PHI) DISCLOSURE

I hereby authorize the release of my protected health information (PHI) to Refugee Services for the purpose of determining eligibility for services or special exemption from program requirements.

#### IV. FINANCIAL INFORMATION DISCLOSURE

I hereby authorize the release of my financial information to Refugee Services for the purpose of determining eligibility for services and/or economic statistics.

#### V. CONTACT INFORMATION DISCLOSURE

I hereby authorize the release of my contact information to the vendor approved by the Florida Department of Children and Families for the sole purpose of conducting a survey to rate my refugee experience and generally assess refugee needs. I do not authorize the use of my contact information for any other purpose.

### CLIENT RIGHTS

- I have the right to revoke this authorization at any time by writing to the Florida Department of Children and Families and [Provider Name].
- I understand that signing this authorization is voluntary and my treatment, payment, enrollment, or eligibility for benefits is not contingent upon my authorization of this disclosure.
- I understand that information disclosed under this authorization may be re-disclosed by the recipient, and this re-disclosure may no longer be protected by federal or state law.
- The Florida Department of Children and Families and [Provider Name] will give me a copy of this form upon my request.
- I understand that this authorization will expire at the conclusion or termination of the contract between the Florida Department of Children and Families and [Provider Name], unless I specify a different date.
- My signature below indicates that I have read this form entirely, had the opportunity to ask questions, and authorize the use of a copy of this form for the disclosure of the information described above.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

### PROVIDER USE ONLY

I have explained this form and its purpose to the client and the client has refused to sign.

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

\_\_\_\_\_  
Date

EXHIBIT C4 – RSDS SECURITY ACCESS REQUEST FORM



REFUGEE SERVICES DATA SYSTEM SECURITY ACCESS REQUEST (SAR)

Date: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Provider Name: \_\_\_\_\_

Employee Requesting RSDS Access: \_\_\_\_\_

Program Name: \_\_\_\_\_

Employee Position Title: \_\_\_\_\_

Employee Email Address: \_\_\_\_\_

Purpose for Access: \_\_\_\_\_

Attachments:

DCF Security Agreement (form CF 0114), signed and dated by both the supervisor and employee requesting RSDS access.

DCF Security Awareness Training Certificate (Internet training certificate).

Date that DCF Security Awareness Training was completed by employee: \_\_\_\_\_

DCF Security Awareness Training can be reached going to the DCF internet site at: <http://www.myflfamilies.com/about-us/dcf-training>. You will need to follow the link "Security Awareness Training" at the top of the page.

Supervisor's Name: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_

Date of Approval: \_\_\_\_\_

Data Security Officer's Name: \_\_\_\_\_

Data Security Officer's Signature: \_\_\_\_\_

Date of Approval: \_\_\_\_\_

FOR DEPARTMENT USE ONLY

Contract Manager's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Data Unit Supervisor's Signature: \_\_\_\_\_

Date of Approval: \_\_\_\_\_

**EXHIBIT C \_\_ – REPORTING REQUIREMENTS (See Section 3.2.21 of the ITN for specific reports)**

Required Reporting	Frequency	Due Date	Number & Type of Copies Due	DCF Office
Invoice <b>Exhibit __</b>	Monthly/Quarterly Term	20th day of each month/quarter/term	1 electronic and 1 hard copy	Refugee Services 1317 Winewood Boulevard Building 6, Room 200 Tallahassee, FL 32399-0700
Narrative Reporting Requirements, as specified in <b>Exhibit __</b>	Every four (4) months	February 10, __ June 10, __ October 10, __	1 electronic and 1 hard copy	Refugee Services 1317 Winewood Boulevard Building 6, Room 200 Tallahassee, FL 32399-0700
Actual Expenditure Report <b>Exhibit ___</b>	Quarterly	45 days following the end of the quarter	1 electronic and 1 hard copy	Refugee Services 1317 Winewood Boulevard Building 6, Room 200 Tallahassee, FL 32399-0700
Limited English Proficiency (LEP) Policy	Within 60 days following the contract effective date [and the LEP Policy Questionnaire annually thereafter (for multi-year contracts)]	[Insert due date(s) as Month DD, YYYY]	1 electronic and 1 hard copy	Refugee Services 1317 Winewood Boulevard Building 6, Room 200 Tallahassee, FL 32399-0700
Financial and Compliance Audit and accompanying management letter as specified in Attachment 1	Annually	Within 180 days following Provider's fiscal year end or within 30 days of Provider's receipt of the audit report, whichever occurs first	1 electronic copy to the contract manager  1 electronic copy to Inspector General	Refugee Services 1317 Winewood Boulevard Building 6, Room 200 Tallahassee, FL 32399-0700  Office of the Inspector General, Provider Audit Unit 1317 Winewood Boulevard Building 5, Room 237 Tallahassee, FL 32399-0700 Single.audit@myffamilies.com
Inventory Report <b>Exhibit —</b>	Annually and 30 days prior to completion of contract	[Insert due date(s) as Month DD, YYYY]	1 electronic and 1 hard copy	Refugee Services 1317 Winewood Boulevard Building 6, Room 200 Tallahassee, FL 32399-0700
Emergency Preparedness Plan as specified in Section 7.14	Within 30 days of contract execution, an updated plan shall be submitted no later than 12 months following the acceptance of an original plan or an updated plan	[Insert due date(s) as Month DD, YYYY].	1 electronic and 1 hard copy	Refugee Services 1317 Winewood Boulevard Building 6, Room 200 Tallahassee, FL 32399-0700
<b>Civil Rights Compliance Checklist</b> as specified in <a href="#">Section 7.13 of the Standard Integrated Contract</a>	Within 30 days of contract execution and annually thereafter for multi-year contracts	[Insert due date(s) as Month DD, YYYY].	1 hard copy	Refugee Services 1317 Winewood Boulevard Building 6, Room 200 Tallahassee, FL 32399-0700
<b>Proof of Liability Insurance</b> as specified in <a href="#">Section 4.5</a> of the Standard Integrated Contract	Within 30 days of contract execution and annually thereafter for multi-year contracts	[Insert due date(s) as Month DD, YYYY].	1 hard copy	Refugee Services 1317 Winewood Boulevard Building 6, Room 200 Tallahassee, FL 32399-0700
Support to the Deaf or Hard of Hearing as specified in <a href="#">Section 9.3.2 of the Standard Integrated Contract</a>	Monthly	5 <sup>th</sup> business day of each month	1 electronic	The Office of Civil Rights Form Site: <a href="https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html">https://fs16.formsite.com/DCFTrain ing/Monthly-Summary- Report/form_login.html</a>
Employment Screening Affidavit as specified in <a href="#">Section 4.14.2</a> of the Standard Integrated Contract	Annually	July 31,xxxx	1 electronic and 1 hard copy	Refugee Services 1317 Winewood Boulevard Building 6, Room 200 Tallahassee, FL 32399-0700
[Additional Service]	[Insert frequency period]	[Insert due date(s)]	[insert # of copies]	Refugee Services 1317 Winewood

Specific Reports will be added during contract negotiations as necessary]		as Month DD, YYYY]		Boulevard Building 6, Room 200 Tallahassee, FL 32399-0700
---	--	--------------------	--	--

DRAFT

**EXHIBIT D – DELIVERABLES**

**D-1. Service Units.** See [Section 3.2.19](#) and [4.2.5\(M\)](#) of the ITN

DRAFT

## EXHIBIT E – MINIMUM PERFORMANCE MEASURES

**E-1 Performance Specifications.** [See Section 3.2.23 of the ITN](#)

**E-2 Description of Performance Measurement Terms.**

**E-2.1** [Insert program specific Performance Measurement Terms]

**E-2.2** [Insert program specific Performance Measurement Terms]

**E-3 Performance Evaluation Methodology.** [See Section 3.2.24 of the ITN](#)

DRAFT

**EXHIBIT F - METHOD OF PAYMENT**

**F-1** This is a(n) [Advance/Fixed Price (Unit Cost)/Cost Reimbursement] Contract.

**F-2 Total Contract Amount.** The Department will reimburse the Provider for the delivery of services rendered in accordance with the terms of the contract and the Department will reimburse the Provider for allowable expenditures incurred pursuant to the terms of this contract, up to a total contract amount as outlined in the table below. As funding is based on the availability of funds, the contract amount may be increased or decreased at any time.

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

**F-3 Advance.** The Provider may request a monthly advance for each of the first two (2) months of the contract, based on anticipated cash needs, not to exceed \$\_\_\_\_\_. Subsequent reimbursement requests from the third month onward shall be based on the submission of invoice requests beginning with the first month of the contract.

**F-3.1** Advance funds may be temporarily invested by the Provider in an insured interest bearing account. Interest earned on advance funds shall be returned to the Department on a quarterly basis or applied against the amount of the contract owed by the Department.

**F-3.2** Invoices submitted during the initial two months of the contract requesting advances are not required to have supporting documents attached. However, the Department of Financial Services reserves the right to request that supporting documentation be submitted on particular invoices at any time.

**F-3.3** The Provider shall submit advance and invoice requests in accordance with the following schedule: (Another schedule of payment may be negotiated and inserted).

MONTH	TYPE OF REQUEST	BASED ON	SUBMIT DATE
October 20XX	Advance	Anticipated Cash Needs	October 20, 20XX
November 20XX	Advance	Anticipated Cash Needs	November 20, 20XX
October/Nov 20XX	Reimbursement	Oct/Nov 20XX Actual	December 20, 20XX
December 20XX	Reimbursement	December 20XX	January 20, 20YY
January 20YY	Reimbursement/ Recoupment	January 20YY Actual	February 20, 20YY
February 20YY	Reimbursement/ Recoupment	February 20YY Actual	March 20, 20YY
March 20YY	Reimbursement	March 20YY Actual	April 20, 20YY
April 20YY	Reimbursement	April 20YY Actual	May 20, 20YY
May 20YY	Reimbursement	May 20YY Actual	June 20, 20YY
June 20YY	Reimbursement	June 20YY Actual	July 20, 20YY
July 20YY	Reimbursement	July 20YY Actual	August 20, 20YY
August 20YY	Reimbursement	August 20YY Actual	September 20, 20YY
September 20YY	Reimbursement	September 20YY Actual	October 20, 20YY
October 20YY	Reimbursement	October 20YY Actual	November 15, 20YY

**F-3.4** The Provider's fiscal reports covering actual expenditures during [insert months of recoupment] for the first year of the contract as identified in the above schedule shall reflect adjustment reconciling advances for the first two (2) months of the contract.

**F-4 Service Units.**

**F-4.1 Fixed Price (Unit Costs).** The Department agrees to pay the Provider for the delivery of service units provided at the unit price outlined in **Exhibit** \_\_, up to a total amount as outlined in the table below. Although based on unit price, this contract is funded by a federal grant and contract payments must ultimately be based on actual costs.

<b>Total Fixed Price Amount (by budget period)</b>	
<b>Budget Period</b>	<b>Fixed Price Budget Amount</b>
[Insert Budget Period]	[Insert FP Budget Amount]
[Insert Budget Period]	[Insert FP Budget Amount]
[Insert Budget Period]	[Insert FP Budget Amount]
<b>Total Fixed Price Amount</b>	[Insert Total FP Budget Amount]

**F-4.2 Service Unit Rates.** Service unit rates are estimated costs of performance and will be periodically adjusted to reflect the cost of performance actually incurred, based on the Department's review of the actual expenditure reports submitted by the Provider, provided that the actual expenditure reports reflect a deficit or surplus in operational costs. Adjustments to the service unit price will be made via contract amendment, reflecting the Department's determination of the price that should be applied in light of the actual expenditure reports. Payments made to the Provider in excess of the actual costs of providing contracted services will be refunded to the Department in accordance with Section 3.5 of the Standard Integrated Contract.

**F-4.3** The number of clients served shown in the fee presentation table, **Exhibit** \_\_, is not the performance goal for the contract, rather, is a set of estimated numbers allocated to different categories of service. Performance measures are outlined in Exhibit E. Client numbers and service cost totals may be reallocated within the Service Unit Tables without the need for a formal contract amendment, however such changes are subject to the conditions specified in Section F9.

**F-4.4 Conditions of Fixed Price Payment.**

**F-4.4.1** Service Unit Costs Definitions

**F-4.5** [Additional service specific items will be added during contract negotiations]

**F-4.6 Cost Reimbursement.** The Department will reimburse the Provider for allowable expenditures incurred pursuant to the terms of the contract, up to a total amount as outlined in the table below.

<b>Total Cost Reimbursement Amount (by budget period)</b>	
<b>Budget Period</b>	<b>Fixed Price Budget Amount</b>
[Insert Budget Period]	[Insert CR Budget Amount]
[Insert Budget Period]	[Insert CR Budget Amount]
[Insert Budget Period]	[Insert CR Budget Amount]
<b>Total Cost Reimbursement Amount</b>	[Insert Total CR Amount]

**F-4.6.1 Invoice Requirements.** The Provider shall submit all reimbursement requests for services or expenses in sufficient detail for a pre-audit and post-audit. The Provider shall request reimbursement for actual allowable



expenditures made within the limits of the line item budget through the submission of a properly completed invoice (**Exhibit \_\_**) and page-numbered supporting documentation to the Department's contract manager.

## **F-5 Supporting Documentation Requirements.**

- F-5.1 Fixed Price.** Refugee Services will produce the official fixed price invoice report and supporting documentation the first (1st) day following the submission deadline for the previous period's data. The Provider shall request reimbursement for each period through the submission of a properly completed invoice (**Exhibit \_\_**, Invoice) based on the official fixed price invoice report produced by RS, which includes a client list and a number of service units rendered list. Although the Provider is not required to submit the invoice with supporting documentation of actual payment of expenses, the Department reserves the right to request verification of expenses at any time. Consequently, the Provider shall ensure expenses are verifiable by maintaining receipts and copies of cancelled checks to support all program expenses.
- F-5.2 Cost Reimbursement.**
- F-5.2.1 Professional Services Fees on a Time/Rate Basis.** The invoice must include a general statement of the services being provided. The time period covered by the invoice, as well as the hourly rate multiplied by the number of hours worked must be stated. Supporting documentation must be included detailing the hours represented on the invoice. Such documentation should include time sheets or a time log and either copies of canceled payroll checks or the applicable check numbers.
- F-5.2.2 Postage and Reproduction Expenses.** Purchases made from outside vendors must be supported by paid invoices and/or receipts and copies of canceled checks if available. Purchases for all in-house postage (e.g., postage meter) and reproduction expenses must be supported by usage logs or similar documentation.
- F-5.2.3 Expenses.** Receipts and copies of canceled checks documenting actual payment of expenses are required for all expenses incurred, (e.g., office supplies, printing, long distance telephone calls, etc.). Sufficient documentation is required for all expenses of this nature.
- F-5.2.4 Travel.** For all travel expenses, a Department travel voucher, Form DFS-AA-15 (State of Florida Voucher for Reimbursement of Traveling Expenses) must be submitted. Original receipts for expenses incurred during officially authorized travel (items such as car rental and air transportation, parking and lodging, tolls and fares) are required for reimbursement. Subsection 287.058(1)(b), F.S., requires that bills for any travel expense shall be submitted in accordance with section 112.061, F.S., governing payments by the state for traveling expenses. CFOP 40-1 (Official Travel of the Department of Children and Families Employees and Non-Employees) provides further explanation, clarification and instruction regarding the reimbursement of traveling expenses necessarily incurred during the performance of official state business.
- F-5.2.5 Conference Travel.** Prior approval is required in accordance with section 112.061, F.S., and must be certified on Form DFS-AA-13 (State of Florida Authorization to Incur Travel Expense) (previously numbered C-676C) with a copy of the program or agenda of the conference attached. Reimbursement is in accordance with the provisions of the clause above entitled Travel. See CFOP 40-1 for further explanation, clarification, and instruction.
- F-5.2.6 Service Delivery Documentation.** The Provider must maintain records documenting the total number of recipients and names (or unique identifiers) of recipients to whom services were provided and the date(s) on which services were provided, so that an audit trail documenting service provision is available.
- F-5.2.7 Department of Financial Services.** The Department of Financial Services reserves the right to require further documentation on an as needed basis.
- F-5.2.8** [Additional service specific items will be added during contract negotiations]
- F-5.3 Conditions of Reimbursement.**
- F-5.3.1** [Additional service specific conditions of reimbursement will be added during contract negotiations]
- F-5.4** Refugee Services reserves the right to request additional information from the Provider regarding invoice supporting documentation.

## **F-6 Invoice Schedule.**

**F-6.1 Fixed Price.** The Provider shall submit a properly completed invoice for service units delivered no later than the 20th day of each month following the month of service provision. In order for supplemental invoices to be reviewed and approved for payment they must be received by the Department's contract manager within ninety (90) calendar days of the month of service provision. In the event that the Provider encounters events beyond their control or other extenuating circumstances in meeting invoice deadlines, the Provider shall submit a written request for an extension to the contract manager detailing the circumstances. The Department has sole discretion on whether to grant such a request. The final invoice is due forty-five (45) days after the contract ends or is terminated. Charges on the invoice must be accompanied by supporting documentation.

OR

**Cost Reimbursement.** The Provider shall submit a properly completed invoice for allowable expenditures incurred each period (Exhibit\_\_, Invoice) no later than the 20th of each month following the month of service provision. In order for supplemental invoices to be reviewed and approved for payment they must be received by the Department's contract manager within ninety (90) calendar days of payment of actual costs by the provider or services being rendered, whichever date is later. In the event that the Provider encounters events beyond their control or other extenuating circumstances in meeting invoice deadlines, the Provider shall submit a written request for an extension to the contract manager detailing the circumstances. The Department has sole discretion on whether to grant such a request. The final invoice is due forty-five (45) days after the contract ends or is terminated. Charges on the invoice must be accompanied by supporting documentation.

If any compensation under this contract is based on Provider costs, in order to be recognized for such purposes, all such costs must be of a type authorized by this contract, allowable in nature under Federal standards and State law, reasonable in amount and prudently incurred in the performance of services under this contract. Additionally, cost reimbursement remains subject to any contract terms relating to performance and other conditions affecting compensation. Except as otherwise provided in this contract, to the extent that administrative, overhead or similar costs are recognized for purposes of compensation, such costs are limited to recurring costs normally and prudently incurred in the ordinary course of business in the delivery of services under this contract and will not include extraordinary costs or costs resulting from or relating to uninsured loss, litigation or nonrecurring events, regardless of cause. Furthermore, recovery of any cost is barred by the indemnity provisions of this contract to the extent resulting from any imprudent or negligent act or omission of the Provider, its agents, employees or subcontractors.

OR

**Fixed Price/Cost Reimbursement.** The Provider shall submit a properly completed invoice for service units and expenses no later than the 20th of each month following the month of service provision. For fixed price invoices, in order for supplemental invoices to be reviewed and approved for payment they must be received by the Department's contract manager within ninety (90) calendar days of the month of service provision. For cost reimbursement invoices, in order for supplemental invoices to be reviewed and approved for payment they must be received by the Department's contract manager within ninety (90) calendar days of payment of actual costs by the provider or services being rendered, whichever date is later. In the event that the Provider encounters events beyond their control or other extenuating circumstances in meeting invoice deadlines, the Provider shall submit a written request for an extension to the contract manager detailing the circumstances. The Department has sole discretion on whether to grant such a request. The final invoice is due forty-five (45) days after the contract ends or is terminated. Charges on the invoice must be accompanied by supporting documentation.

**F-7 Invoice Approval Process.** The RS contract manager will have five (5) business days to approve or disapprove the invoice. Invoices will be approved only after receipt of the complete and accurate required reports and data as outlined in Exhibit C3. Once approved, the Department will pay the invoice in accordance with Section 215.422, F.S.

**F-8 Budget Revisions.** Budget revisions may be authorized under the terms of this contract. The Provider must obtain written approval from the Department's contract manager prior to making changes in or between line items of the approved contract budget summary. Such changes may be allowed by prior letter of approval if the following conditions are met:

**F-8.1** The change does not decrease or increase the original dollar amount of the contract budget;

**F-8.2** There is another line item in the budget from which funds can be shifted without affecting the scope of the work;

**F-8.3** The change does not involve establishing a new line item; and

**F-8.4** If financial consequences are applied to an invoice, a budget revision (Exhibit \_\_) will be required to account for the penalties assessed.

Budget revisions which do not meet the above conditions will require a properly executed contract amendment signed by the Provider and the Department. Such modifications cannot be made retroactive to a date prior to the execution date of the formal amendment.

**F-9 Cumulative Actual Expenditure Report.** The Provider shall submit a cumulative actual expenditure report (as specified in Exhibit \_\_) to the Department's contract manager forty-five (45) days following the end of each quarter/term/six-month period. The cumulative actual expenditure report shall reflect:

**F-9.1** Line item actual expenditures incurred during the quarter/term/six-month period;

**F-9.2** Sufficient line item detail by line item (e.g. include actual expenditures under the Personnel line item); and

**F-9.3** Line item expenditure projections for the remaining quarter/term/six-month period(s).

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

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

**F-10 Annual Actual Expenditure Report.** Should the Provider's annual actual expenditure report for each contract budget year indicate that payments were made to the Provider in excess of the actual costs of providing contracted services for that contract budget year, the Provider shall refund the difference to the Department in accordance with Section 3.5., Overpayments and Offsets, in the Standard Integrated Contract. During the final year of the contract, the Department reserves the right to request quarterly or monthly expenditure reports to monitor the relationship of fixed-rate payments to actual costs. If, in the Department's sole determination, there appears a potential for payments being made to the Provider in excess of the actual costs of providing contracted services for that final contract year, the Department may require refunds of such excess as frequently as quarterly.

**F-11 Appropriation Data.** This contract is funded by the following FY 2016-2017 Appropriation Line Item 366.

## EXHIBIT F1 –ADDITIONAL FINANCIAL CONSEQUENCES (Optional)

The following financial consequences apply in addition to the Financial Consequences provided in Section 3.4 of this Contract

**F1-1 Service Accountability Plan/ Financial Consequences.** The Provider shall be assessed financial consequences in accordance with Section 3.4 of the Standard Integrated Contract, if the Provider fails to meet the minimum level of performance identified in Exhibit \_\_. The Department will apply financial consequences by deducting the cost per unit for each unmet performance unit as outlined in the Service Accountability Plan (Exhibit \_\_\_\_).

**F1-2** [Additional program specific financial consequences will be added during contract negotiations.]

DRAFT

**EXHIBIT F2 – PROJECT BUDGET SUMMARY/SAP/OTHER**

**[SERVICE SPECIFIC BUDGET FORM WILL BE ADDED DURING CONTRACT NEGOTIATIONS]**

**DRAFT**



## ATTACHMENT 1

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

### MONITORING

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

### AUDITS

#### **PART I: FEDERAL REQUIREMENTS**

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

In the event the recipient expends \$500,000 (*\$750,000 for fiscal years beginning on or after December 26, 2014*) 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 \$500,000 (*\$750,000 for fiscal years beginning on or after December 26, 2014*) 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 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 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

### **PART III: REPORT SUBMISSION**

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

**A. Contract manager for this contract (1 copy)**

**B. Department of Children & Families ( 1 electronic copy and management letter, if issued )**

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

Email address: [single.audit@myffamilies.com](mailto:single.audit@myffamilies.com)

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

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

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

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

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

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

### **PART IV: RECORD RETENTION**

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



or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

DRAFT

**ATTACHMENT 2  
CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Application or Contract ID Number: \_\_\_\_\_

Name of Authorized Individual Application or Contractor: \_\_\_\_\_

Address of Organization: \_\_\_\_\_

\_\_\_\_\_

### Attachment 3

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

#### Section 1. Definitions

##### 1.1 Catch-all definitions:

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

##### 1.2 Specific definitions:

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

#### Section 2. Obligations and Activities of Business Associate

##### 2.1 Business Associate agrees to:

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

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

### **Section 3. Permitted Uses and Disclosures by Business Associate**

- 3.1 The Business associate may only use or disclose protected health information covered under this Attachment as listed below:

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

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

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

#### **Section 5. Termination**

##### **5.1 Termination for Cause**

- 5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:

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

## 5.2 Obligations of Business Associate Upon Termination

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

## Section 6. Miscellaneous

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