

**STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
STANDARD CONTRACT**

Contract Number: GJ515
ALN Number(s): 93.667
CSFA Number(s): N/A

Services: ☒ Client ☐ Non-Client
Type: ☒ Subrecipient ☐ Contractor
Funds: ☒ Federal ☐ State

THIS CONTRACT is entered into between the State of Florida, **Department of Children and Families, (Department)** and **Orange County Board of County Commissioners, (Provider)**. The Department and the Provider agree as follows:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1. Purpose and Contract Amount

The Department is engaging the Provider to provide an array of residential group care and emergency shelter services to eligible children in Circuit 9 and 18, Brevard, Orange, Osceola, and Seminole County, as further identified in this Contract, with payment as provided in **Section 3**, in an amount not to exceed **\$13,065,680** (Contract Amount).

1.2. Effective and End Date

This Contract shall be effective **July 1, 2025** or the last party signature date, whichever is later (Effective Date). The service performance period under this Contract shall commence on **July 1, 2025** or the Effective Date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **June 30, 2030** (End Date), subject to the survival of terms provisions of **7.4**. Any earlier termination of this Contract amends the End Date. This Contract may be renewed in accordance with §§287.057(14) or 287.058(1)(g), Florida Statutes (F.S.).

1.3. Official Payee and Party Representatives

The name, address, telephone number and e-mail address of the Department and the Provider's representatives for this Contract are as follows:

1.3.1. Provider: Official Payee

Name: Orange County Board of County Commissioners
Orange County Finance Department
Address: Attn: Grants Post Office Box 38
City: Orlando
State: FL Zip: 32808
Phone: 407-836-7682 Ext.: NA
E-mail: NA

1.3.2. Provider: Financial & Administrative Records

Name: Venerria Thomas
Address: 2100 East Michigan Street
City: Orlando
State: FL Zip: 32806
Phone: 407-836-6229 Ext.: NA
E-mail: Venerria.Thomas@ocfl.net

1.3.3. Provider: Program Administrator & Primary Point of Contact

Name: Barbara Williams
Address: 1718 East Michigan Streen
City: Orlando

1.3.4. Department: Contract Manager & Primary Point of Contact

Name: Verricia Lewis-Lamb
Address: 400 West Robinson Street
City: Orlando

State	FL	Zip:	32808	State:	FL	Zip:	32801
Phone:	407-836-8168	Ext.:	NA	Phone:	813-459-3068	Ext.:	NA
E-mail:	Barbara.Williams@ocfl.net			E-mail:	Verricka.LewisLamb@myflfamilies.com		

1.3.5. Changes to contact information for persons identified in **1.3** can be by Notice.

1.4. Notices

Unless stated otherwise, Notices between the Provider and the Department regarding this Contract shall be in writing and directed to the Contract Manager or Provider Representative by certified mail, courier service, email, personal delivery, or as identified by the Department. Notices will be deemed received upon actual receipt.

1.5. Contract Document

1.5.1. The headings contained in this Contract are for reference purposes only and shall not affect the meaning of this Contract.

1.5.2. Any telephone numbers and hyperlinks in this Contract are supplied to put the Provider on notice, such telephone numbers and hyperlinks existed at the time of this Contract's entry. It is the Provider's duty to stay abreast of any updates to such telephone numbers and hyperlinks without amending this Contract.

1.5.3. In this Contract "business days" refers to those days that are not weekends, do not fall under §110.117(1) – (2), F.S., or are administrative closures declared by the Governor. "Days," without modification, are calendar days.

1.5.4. The terms and conditions set forth in this Contract that conflict with PUR 1000 constitutes special contract conditions as contemplated by Rule 60A-1.002, Florida Administrative Code (F.A.C.).

1.6. Contract Composition

1.6.1. This Contract is composed of the documents listed in this section. In the event of any conflict between the documents, the documents shall be interpreted in the following order of precedence:

1.6.1.1. Exhibits A through F;

1.6.1.2. Any documents incorporated into any exhibit by reference, or included as a subset thereof;

1.6.1.3. Part 1 of this Contract, including Standard Contract Definitions, located at: [https://www.myflfamilies.com/general-information/contracted-client-services/library](https://www.myflfamilies.com/general-information/contracted-client-services/library;);

1.6.1.4. Attachments 1 through 10;

1.6.1.5. PUR 1000 Form, located at: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms; and

1.6.1.6. Any incorporated attachments submitted by the Provider.

1.6.2. Notwithstanding the order of precedence indicated, for purchases based on a state term contract or an enterprise alternative contract source procured for state agency use by the Department of Management Services, the terms of the underlying state term contract or Department of Management Services enterprise alternative contract source agreement shall prevail over conflicting terms in other documents in the order of precedence, unless by the terms of that underlying state term

contract or alternative contract source agreement the “Customer” is explicitly authorized to vary the terms to the State’s detriment.

1.7. MyFloridaMarketPlace Transaction Fee

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

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. Unless otherwise provided in the procurement document or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under **Section 3** will be equitably adjusted by the Department to the extent it prescribes a fixed price 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.

2.3. Deliverables

The deliverables are described in **Exhibit D**.

2.4. Performance Measures

To avoid contract termination, the Provider’s performance must meet the minimum acceptable level of performance set forth in **Exhibit E**, regardless of any other performance measures in this Contract. During any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, the Department may delay or deny payment for deliverables and also apply financial consequences.

3. PAYMENT, INVOICE AND RELATED TERMS

The Department pays 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 this Contract Amount, 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 per **3.1** 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. Prompt Payment and Vendor Ombudsman

Per §215.422, F.S., the Department has five business days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract elsewhere specifies otherwise. The Department determination of acceptable services shall be conclusive. The 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. For any amount that is authorized for payment but is not available within 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 §215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one 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.

3.2. Method of Payment

The Provider shall be paid in accordance with **Exhibit F**.

3.3. Invoices

3.3.1. The Provider shall submit invoices for payment, including any permitted travel expenses in this Contract, in accordance with §287.058(1)(a) – (b), F.S.

3.3.2. The Department will not pay any invoice for payment received more than 30 days after this Contract ends or is terminated. Any payment due may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

3.4. 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, at a minimum, financial consequences under §§287.058(1)(h) and 215.971(1)(c), F.S., as well as those provided for in **6.1**. Other financial consequences directly related to the deliverables under this Contract are defined in **Exhibit F**. The foregoing does not limit the Department's use of additional financial consequences, including refusing to make 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 this Contract so provides, or termination of this Contract per **6.2** 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 erroneous, is immediately due as an overpayment in accordance with **3.5**, to the extent of such error.

3.5. Overpayments and Offsets

The Provider shall return erroneous payments, overpayments, or payments disallowed by this Contract (including payments made for services subsequently determined by the Department to not be in full compliance with this Contract's requirements) or law, including interest at a rate established per §55.03(1), F.S., within 40 days after discovery by the Provider, audit, or the Department. The State or the Department may recover against such payments by deduction from subsequent payments under this or any other contract with the Provider, or any other lawful method. If this Contract involves federal or state financial assistance, the following applies: The Provider shall return to the Department unused funds, accrued interest earned, and unmatched grant funds, as detailed in the Final Financial Report, within 60 days of the End Date.

3.6. Rural Opportunities

If the Provider is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in §288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Contract to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting the criteria, the Provider may elect in writing to exercise this provision as defined in §215.971(1)(h), F.S.

4. **GENERAL TERMS AND CONDITIONS**

4.1. **Legal Compliance**

4.1.1. The Provider shall comply with, and ensure its subcontractors, subgrantees, and others it arranges to provide deliverables comply with:

4.1.1.1. Applicable laws, rules, codes, ordinances, certifications, licensing requirements, and the Department's Children and Families Operating Procedures (CFOP);

4.1.1.2. Department of Financial Services' (DFS) "Reference Guide for State Expenditures" and active DFS Comptroller or Chief Financial Officer Memoranda. If this Contract is funded by state financial assistance, those funds may only be used for allowable costs between the Effective Date and the End Date. Absent the Department's authorization, unused state financial assistance funds must be returned to the Department;

4.1.1.3. Support for individuals with a disability or with limited English proficiency. The Provider and its subcontractors shall comply with CFOP 60-16, located at: <https://www.myflfamilies.com/resources/policies-procedures/cfop-060-human-resources>, which includes completing the Civil Rights Compliance Checklist, (Form CF 946) within 30 days of the Effective Date and annually by the date specified in CFOP 60-16, thereafter;

4.1.1.4. For Nutritional Programs and Activities funded through the Department's Office of Economic Self-Sufficiency, the Provider and its subcontractors shall also comply with USDA Food & Nutrition Service Instruction FNS-113-1 to ensure civil rights compliance and prohibit discrimination in nutrition programs and activities;

4.1.1.5. Funds provided under this Contract for the purchase of or improvements to real property are contingent upon the Provider granting the State a security interest in the property at least to the amount of the State funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of funds for this purpose, if the Provider disposes of the property before the State's interest is vacated, the Provider shall refund the pro-rata share of the State's initial investment $[(\text{initial investment}) \times (\text{length of time from purchase to disposal/the term of the security interest})]$; and

4.1.1.6. If the Provider has one or more contracts for services with the Agency for Persons with Disabilities, or the Departments of Health, Elderly Affairs, or Veteran's Affairs, the Provider shall provide the following by Notice on each of those contracts:

4.1.1.6.1. The name of the issuing state agency and the applicable office or program;

4.1.1.6.2. Identifying name and number;

4.1.1.6.3. Starting and ending date;

4.1.1.6.4. Total dollar amount;

4.1.1.6.5. Purpose and the types of services provided; and

4.1.1.6.6. Name and contact information for the state agencies' Contract Manager.

4.2. **Certifications and Attestations**

4.2.1. **Common Carrier.** If the Provider is a common carrier or any of its subcontractors are a common carrier, the Provider and/or its subcontractors must complete an attestation (PUR 1808) as required by §908.111, F.S. and Rule 60A-1.020, F.A.C. A violation of the attestation by the Provider or subcontractor shall be grounds for termination with cause. Extensions, amendments, and renewals are subject to the requirements of §908.111, F.S.

4.2.2. **Foreign Countries of Concern Prohibition.** If the Provider has access to an individual's

Personal Identifying Information as defined in Rule 60A-1.020, F.A.C, and §501.171, F.S. the Provider and/or its subcontractors must complete an attestation (PUR 1355) as required by §287.138, F.S. and Rule 60A-1.020, F.A.C. A violation by the Provider or subcontractor shall be grounds for consequences as provided in §287.138, F.S. Extensions and renewals are subject to the requirements of §287.138, F.S.

4.2.3. Sudan, Iran, Cuba, Syria, and Israel Certifications. Where applicable, in compliance with §287.135(5), F.S., the Provider certifies the Provider is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and that it does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel.

4.2.4. Certification Regarding Lobbying. If this Contract contains Federal funding in excess of \$100,000, the Provider certifies clauses **4.2.4.1 – 4.2.4.3**. If an Amendment to this contract causes the Federal funding to exceed \$100,000, the Provider must, prior to amendment execution, complete the Certification Regarding Lobbying form, and return it to the Contract Manager.

4.2.4.1. 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 employee of an 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.

4.2.4.2. 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.

4.2.4.3. 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.

4.3. Use of Funds for Lobbying Prohibited

Contract funds are not used for lobbying the Legislature, the judicial branch, or a State Agency. §§11.062 and 216.347, F.S.

4.4. Use of Funds for Diversity, Equity, and Inclusion Prohibited

No State funding under this Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" (DEI). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

4.5. Coercion for Labor or Services Prohibited

In accordance with §787.06(13), F.S., under penalty of perjury, the Provider's duly authorized official

and signatory hereof, declares the Provider does not use coercion for labor or services as those terms are defined in §787.06(2), F.S.

4.6. Independent Contractor, Subcontracting and Assignments

4.6.1. In performing its obligations under this Contract, the Provider is an independent contractor and not an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. The Provider, its agents, employees, subcontractors, or assignees shall not represent to others they are agents of or have the authority to bind 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 due to performing the duties or obligations of this Contract.

4.6.2. 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 are the sole responsibility of the Provider and its subcontractors. No joint employment is intended and regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone are responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

4.6.3. The Provider shall not assign its responsibilities under this Contract to another party, in whole or in part, without prior written approval of the Department. Such assignment occurring without prior approval of the Department shall be null and void.

4.6.4. The State of Florida may assign, 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.

4.6.5. Additional Terms if Subcontracting is Permitted

4.6.5.1. The Provider cannot subcontract for any of the work contemplated under this Contract without the Department's prior written approval. The Provider shall take all actions necessary to ensure each subcontractor of the Provider is an independent contractor and not an officer, employee, or agent of the State of Florida.

4.6.5.2. 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 the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

4.6.5.3. The Provider shall include the substance of all clauses contained in this Contract relevant to subcontractor compliance in all subcontracts and any sub-subcontracts.

4.7. Indemnity

4.7.1. This is the sole term covering indemnification. No other indemnification clause applies to this Contract. The Provider shall indemnify the Department, where indemnification is not limited by law, as follows:

4.7.1.1. Personal Injury and Damage to Real or Tangible Personal Property. The Provider shall be fully liable for, and fully indemnify, defend, and hold harmless the State, the Department, and their officers, agents, and employees, from any suits, actions, damages, attorneys' fees, and costs of every name and description, arising from or relating to personal injury and damage to real

or personal tangible property allegedly caused in whole or in part by the Provider, provided however, the Provider need not indemnify, defend and hold harmless the State or the Department for that portion of any loss or damages proximately caused by the negligent act or omission of the State, the Department, and their officers, agents, and employees. However, should conflict arise between the terms of this agreement and §§39.011, 394.9085, and 409.993, F.S., these statutory provisions control.

4.7.1.2. Intellectual Property Liability. The Provider shall fully indemnify, defend, and hold harmless the State, the Department, and their officers, agents, and employees from any suits, actions, damages, attorney's fees, and costs of every name and description, arising from or relating to violation or infringement of a trademark, copyright, patent, trade dress, trade secret or other intellectual property right. This intellectual property liability indemnification obligation will not apply to the Department's misuse or modification of the Provider's products or the Department's operation or use of the Provider's products in a manner not contemplated by this Contract. If any product is the subject of an infringement suit, or in the Provider's opinion, is likely to become the subject of such a suit, the Provider shall, at its sole expense, procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Provider is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Provider shall remove the product and refund the Department the amounts paid more than a reasonable rental for past use. The State and the Department will not be liable for any royalties, or licensing fees, not included in this Contract.

4.7.1.3. Actions Related to this Contract. The Provider shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, employees, and agents from any suits, actions, damages, fines, claims, assessments, attorney's fees, and costs of every name and description, arising from or relating to any acts, actions, breaches, neglect, or omissions of the Provider related to this Contract, as well as for any determination arising out of or relating to this Contract that the Provider is not an independent contractor vis-a-vis the Department.

4.7.2. Subcontracts. The Provider shall include in all subcontracts and ensure all resulting contracts include the requirement that such resulting contractors indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, arising from or relating to any alleged act or omission by subcontractors, their officers, employees, agents, partners, subcontractors, assignees, or delegees alleged caused in whole or in part by contracted entities, their agents, employees, partners or subcontractors; provided, however, that contracted entities will not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of the Department. The Provider shall indemnify, defend, and hold harmless the State and the Department from the consequences of such a breach.

4.7.3. The indemnification requirement in **4.7.1** does not apply if the Provider is a governmental entity, prohibited by law, or constrained by lack of legal authority, from indemnifying the State, the Department, or other party. In such instances, the Provider remains liable for the Provider's own actions to the extent such liability exists in the absence of the legally impermissible indemnification.

4.7.4. Nothing in this Contract constitutes a waiver of sovereign immunity or consent by the Department, or the State, or its subdivisions to suit by third parties or an agreement by the Department, the State, or its subdivisions to indemnify any person.

4.8. Insurance

4.8.1. Workers' Compensation Insurance (WCI). To the extent and degree required by law, the Provider shall self-insure or maintain WCI covering its employees connected with the services provided hereby. The Provider shall require subcontractors provide WCI for its employees absent coverage by

the Provider's WCI.

4.8.2. General Liability Insurance. The Provider shall secure and maintain, and ensure subcontractors secure and maintain, Commercial General Liability Insurance, including bodily injury, property damage, personal and advertising injury, and products and completed operations. This insurance will provide coverage for all claims that may arise from the services completed under this Contract, whether such services are by the Provider or anyone employed by it. Such insurance shall include the State as an additional insured for the entire length of this Contract. The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract.

4.8.3. Cyber/Network Security and Privacy Liability Insurance. The Provider will, for itself if providing Cyber/Network solutions or handling confidential information, secure and maintain, and ensure any subcontractor providing Cyber/Network solutions or handling confidential information, secure and maintain liability insurance, written on an occurrence basis, covering civil, regulatory, and statutory damages; contractual damages; data breach management exposure; and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information with minimum limits. The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract.

4.8.4. Authorized Insurers and Documentation. All insurance policies will be with insurers authorized, and through insurance agents licensed, to transact business in the State, as required by chapter 624, F.S., or upon approval of the Department with a commercial self-insurance trust fund authorized under §624.462, F.S. The Provider shall provide thirty (30) calendar days written notice of cancellation of any insurance required by 4.8 to the Department. The Provider shall submit certificates of insurance coverage, or other evidence of insurance coverage acceptable to the Department, prior to this Contract execution, and provide the Department 10 days prior Notice of any cancellation or nonrenewal.

4.8.5. The requirements of 4.8.1-4.8.4. are waived for any provider or subcontractor with tort liability subject to §768.28, F.S., and for which evidence of insurance is found at <https://myfloridacfo.com/Division/Risk/>, or is otherwise insured or self-insured to the same degree as the Department.

4.9. Notice of Legal Actions

The Provider shall Notice the Department within 10 days after becoming aware of potential legal actions or immediately upon notice of actual legal actions against the Provider related to services provided by this Contract, that may impact deliverables or the Department.

4.10. Intellectual Property

4.10.1. Intellectual property rights to all property created or otherwise developed as part of this Contract by the Provider (either directly or through a subcontractor) for the Department as a work made for hire will be owned by the State. The Provider's title to intellectual property not developed as a work made for hire is unaffected. If software is being created as a work for hire the Provider shall deliver to the Department at no additional cost the decompiled source code, data libraries, manuals, documentation, and any other data or material necessary for the software to function as intended and be replicated and modified. If software or other intellectual property is not a work for hire, but is developed through performance of services under this Contract, the State of Florida is granted a perpetual, non-exclusive, non-assignable, royalty-free license to use, copy and modify such intellectual property for state business by any of the State of Florida's departments, subdivisions, or agents.

4.10.2. A thing capable of being trademarked developed in anticipation, or as a result, of this Contract will be trademarked by or on behalf of the Department. Only after the Department declines, by Notice, to hold such trademark, may the Provider trademark such a thing in its own name.

4.10.3. Any website developed in anticipation, or as a result, of this Contract will be placed in a domain of the Department's choice, copyrighted in the Department's name. Only if the Department

declines, by Notice, such placement or copyright, may the Provider copyright such a thing in its own name.

4.10.4. Any inventions or discoveries developed during or as a result of services performed under this Contract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the State. The Provider shall inform the Department of any inventions or discoveries developed or made in connection with this Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State will be the sole owner of all patents resulting from any invention or discovery made in connection with this Contract.

4.10.5. The Provider shall notify the Department of any intellectual property developed in connection with this Contract.

4.10.6. If the Provider is a member of the State University System, the Department's intellectual property rights under **4.10**, will be a fully paid up, perpetual, royalty-free license, including the ability to modify and access to resources unique to the Provider necessary to modify (for software, a decompiled version of the source code).

4.11. Transition Activities

When services that are the subject of the Contract continue through another provider, or the Department, after the End Date, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider, or the Department. This includes 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, or the Department, no later than the End Date and shall support the requirements for transition specified in a Department-approved Transition Plan, which the Provider shall develop in consultation with the Department.

4.12. Publicity

The Provider and its employees, agents, and representatives shall not, without prior written consent of the Department 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.

4.13. Sponsorship

As required by §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.

4.14. Employee Gifts

The Provider agrees it shall not offer to give or give any gift to any Department employee during the service performance period of this Contract and for 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 shall ensure any subcontractors comply with these provisions.

4.15. 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:

4.15.1. A reportable incident is defined in CFOP 180-4.

4.15.2. Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Department's Office of Inspector General and the Contract Manager.

4.15.3. Other reportable incidents shall be reported to the Department's Office of Inspector General within two business days of discovery through the Internet at: <https://www.myflfamilies.com/about/additional-services-offices/office-inspector-general/investigations/inspector-general> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at: IG.Complaints@myflfamilies.com. The Provider and subcontractor shall mail or fax the completed forms to the Office of Inspector General, 2415 North Monroe Street, Suite 400, Tallahassee, Florida, 32303-4190; or (850) 488-1428.

4.16. Employment Screening

4.16.1. As described in CFOP 60-25, Chapter 2 (implementing §110.1127, F.S.), as a condition of initial and continued employment, the Provider shall ensure all staff, whether employees or independent contractors, are screened by the Department in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards in §§435.04, 110.1127, and 39.001(2), F.S., including:

4.16.1.1. Employment history checks

4.16.1.2. Fingerprinting for all criminal record checks;

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

4.16.1.4. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement;

4.16.1.5. Security background investigation, which may include criminal record checks by local law enforcement agencies; and

4.16.1.6. Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435, F.S., and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

4.16.2. The Provider shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits will be signed more than 13 months apart) for the term of this Contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

4.16.3. The Department requires the use of the Office of Inspector General's Request for Reference Check (Form CF 774), stating: "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 (Department) or employed with a Contract or Subcontract Provider, a check with the Office of Inspector General (OIG) is required to determine if the individual is or has been the subject of an investigation with the OIG. 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 or Subcontract Provider, or if that individual is being promoted, transferred, or demoted within the Department or Contract or Subcontract Provider.”

4.17. Human Subject Research

Any human subject research under this Contract within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §289, et seq. may not commence until after review and approval by a duly constituted Institutional Review Board.

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

5.1.2. 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 six years after completion of this Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum six 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. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 2 CFR §200.337, shall be allowed full access to and the right to examine any of the Provider’s contracts and related records and documents, regardless of their form.

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

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

5.1.6. The Provider shall not withhold any record or 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. The Provider’s Confidential Information

5.2.1. 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” will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to §215.985, F.S. The Provider, upon written request of the Department, shall promptly provide a written statement of the basis for the exemption applicable to each provision identified by the Provider as “confidential”, including citation to a protection created by statute, and state with particularity the reasons the provision is confidential.

5.2.2. Any claim by the Provider of trade secret confidentiality for any information contained in the

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 the following standards:

5.2.2.1. The Provider must clearly label any portion of the documents, data, or records submitted it considers confidential pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts authorizing exemption of the information from public disclosure. If different statutes or facts are claimed applicable to different portions of the information, the Provider shall include information correlating the nature of the claims to the particular information.

5.2.2.2. The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider expeditiously submit redacted copies of documents marked as trade secret, in accordance with **5.2.2.1**. Accompanying the submission shall be an updated version of the justification under **5.2.2.1**, corresponding specifically to redacted information, either confirming the statutory and factual basis originally asserted remains 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 claimed 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 trade secret information.

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

5.3. Health Insurance Portability and Accountability Act (HIPAA)

Should this Contract involve Provider access to protected health information (PHI) the Provider shall be a "Business Associate" limited to the following permissible uses and disclosures. Reference to a section in the HIPAA Rules means the section as in effect or as amended. The Provider shall assist the Department in amending this Contract to maintain compliance with HIPAA Rules and any other applicable law requirements. Any ambiguity in **5.3** will be interpreted to permit compliance with the HIPAA Rules. Within the Department, the Human Resources Manager for Civil Rights has been designated the HIPAA Privacy Officer.

5.3.1. Catch-all Definitions. The following terms as used in **5.3** 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, Unsecured Protected Health Information, and Use.

5.3.2. Specific Definitions for 5.3

5.3.2.1. "Business Associate" has the same meaning as the term "business associate" at 45 CFR §160.103.

5.3.2.2. "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR §160.103, and for purposes of this Contract includes the Department.

5.3.2.3. "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

5.3.2.4. "Subcontractor" has the same meaning as the term "subcontractor" at 45 CFR §160.103 and includes individuals to whom a Business Associate delegates a function, activity, or service, other than as a member of the workforce of such Business Associate.

5.3.3. Obligations and Activities of the Provider

The Provider shall:

- 5.3.3.1.** Not use or disclose PHI except as permitted or required in by **5.3** or law;
- 5.3.3.2.** Use the appropriate administrative safeguards in 45 CFR §164.308, physical safeguards in 45 CFR §164.310, and technical safeguards in 45 CFR §164.312; including policies and procedures regarding the protection of PHI in 45 CFR §164.316 and the provisions of training on such policies and procedures to applicable employees, independent providers, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI Provider may create, receive, maintain or transmit on the Department's behalf;
- 5.3.3.3.** Acknowledge that the foregoing safeguards, policies and procedures requirements apply to the Provider in the same manner as such requirements apply to the Department; and the Provider and Subcontractors are directly liable under the civil and criminal enforcement provisions of §§13409 and 13410 of the HITECH Act, 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 resulting U.S. Health and Human Services (HHS) guidance thereon;
- 5.3.3.4.** Report to the Department any use or disclosure of PHI not permitted by **5.3**, including breaches of unsecured PHI as required at 45 CFR §164.410, and any security incident;
- 5.3.3.5.** Notify the Department's HIPAA Security Officer, HIPAA Privacy Officer, and Contract Manager within 120 hours after finding a breach or potential breach of personal and confidential data of the Department; and
- 5.3.3.6.** Notify the Department's HIPAA Privacy Officer and Contract Manager within 24 hours of HHS notification of any investigations, compliance reviews, or inquiries concerning violations of HIPAA;
- 5.3.3.7.** Provide additional information requested by the Department for investigation of or response to a breach;
- 5.3.3.8.** Provide at no cost: Notice to affected parties within 30 days of determination of any potential breach of personal or confidential data of the Department (§501.171, F.S.); implementation of the Department's prescribed measures to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data of the Department; and, immediate actions limiting or avoiding recurrence of any breach or potential breach and any actions required by applicable federal and state laws and regulations regardless of the Department's actions;
- 5.3.3.9.** In accord with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), as applicable, ensure all entities creating, receiving, maintaining, or transmitting PHI on the Provider's behalf are bound to the same restrictions, conditions, and requirements as the Provider by written contract or other written agreement meeting the applicable requirements of 45 CFR §164.504(e)(2) that the entity will appropriately safeguard the PHI. For prior contracts or other arrangements, the Provider shall provide written certification its implementation complies with 45 CFR §164.532(d);
- 5.3.3.10.** Make PHI available in a designated record set to the Department as necessary to satisfy the Department's 45 CFR §164.524 obligations;
- 5.3.3.11.** Make any amendment to PHI in a designated record set as directed or agreed to by the Department per 45 CFR §164.526, or take other measures as necessary to satisfy the Department's 45 CFR §164.526 obligations;
- 5.3.3.12.** Maintain and make available the information required to provide an accounting of disclosures to a covered entity as needed to satisfy the Department's 45 CFR §164.528 obligations;
- 5.3.3.13.** To the extent the Provider carries any obligation under 45 CFR Subpart E, comply with

the requirements of Subpart E that apply to the Department in the performance of that obligation; and

5.3.3.14. Make internal practices, books, and records available to HHS for determining HIPAA rule compliance.

5.3.4. Provider and its Subcontractors may only use or disclose PHI as listed below:

5.3.4.1. To perform obligations under **5.3**;

5.3.4.2. For archival purposes;

5.3.4.3. If necessary, for (a) proper management and administration or (b) to carry out legal responsibilities;

5.3.4.4. To disclose only if the disclosure is required by law; or (a) reasonable assurances are obtained from the disclosee that PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed, and (b) the disclosee agrees to notify the Provider of any instances in which the confidentiality and security of PHI has been breached;

5.3.4.5. To aggregate with PHI of other covered entities in its possession through its capacity as a Business Associate of such covered entities only to provide Department data analyses relating to Department health care operations (as defined in 45 C.F.R. §164.501);

5.3.4.6. To conform with 45 CFR §164.514(b) in de-identifying PHI; or

5.3.4.7. To follow marketing, fundraising and research guidance in 45 CFR §164.501, 45 CFR §164.508 and 45 CFR §164.514.

5.3.5. Department Notifications Affecting Provider Disclosure of PHI

The Department will notify the Provider, to the extent it may affect Provider's use or disclosure of PHI: of 45 CFR §164.520 limitations in the Notice of Privacy Practices; of changes in, or revocation of, an individual's permission to use or disclose PHI; or of any restriction on the use or disclosure of PHI information the Department has agreed to or is required to abide by under 45 CFR §164.522.

5.3.6. Termination Regarding PHI

5.3.6.1. Termination for Cause. Upon the Department's knowledge of a material breach of the Provider's duties under **5.3**, the Department may: (a) Provide the Provider opportunity to cure the breach within the Department's specified timeframe; (b) Immediately terminate Contract or discontinue access to PHI; or (c) If termination or cure are not feasible, the Department will report the breach to the Secretary of HHS.

5.3.6.2. Provider Obligations Upon Termination. Upon termination, the Provider, with respect to PHI received from the Department, or created, maintained, or received on behalf of the Department, will: (a) retain only PHI necessary to continue proper management and administration or to carry out legal responsibilities; (b) return PHI not addressed in (a) to the Department, or its designee; (c) upon the Department's permission, destroy PHI the Provider maintains in any form; (d) continue to use appropriate safeguards and comply with Subpart C of 45 CFR 164 with respect to electronic PHI to prevent use or disclosure of PHI, other than as provided for in (a) for retained PHI; (e) not use or disclose retained PHI other than for purposes for which PHI was retained and subject to the same conditions which applied prior to termination; and (f) comply with (b) and (c) when retained PHI is no longer needed under (a).

5.3.6.3. Obligations under **5.3.6.2** survive termination.

5.4. Information Security

The Provider shall comply, and be responsible for ensuring subcontractors' compliance as if they were

the Provider, with the following information security requirements whenever the Provider or its subcontractors have access to the Department's information systems or maintains any client or other confidential information in electronic form.

5.4.1. The Provider shall designate an Information Security Officer competent to liaise with the Department on security matters and maintain an appropriate level of information security for the Department's information systems, or any client or other confidential information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to the Department's information systems or any client or other confidential information. The Information Security Officer will ensure any access to the Department's information systems or any client or other confidential information is removed immediately upon such access no longer being required for the Provider's performance under this Contract.

5.4.2. The Provider shall provide the Department's latest security awareness training to all persons prior to granting access to the Department's information systems or any client or other confidential information. The Provider shall require all persons granted access to comply with, and be provided a copy of CFOP 50-2, and will sign the Department's Security Agreement (Form CF 0112) annually.

5.4.3. The Provider shall prevent unauthorized disclosure or access, from or to the Department's information systems or client or other confidential information. Client or other confidential information on systems and network capable devices will be encrypted per CFOP 50-2.

5.4.4. The Provider shall notify the Contract Manager within 120 hours, following the determination of any potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information.

5.4.5. The Provider shall, at its own cost, comply with §501.171, 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 potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information.

5.4.6. The Provider's confidentiality procedures shall be at least as protective as the most recent version of the Department's security policies and comply with any applicable professional confidentiality standards.

5.5. Public Records

5.5.1. The Provider shall allow public access to all documents, papers, letters, or other public records as defined in §119.011(12), 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. Should the Provider fail to comply with this provision the Department may unilaterally terminate this Contract.

5.5.2. As required by §119.0701, F.S., to the extent the Provider is acting on behalf of the Department the Provider shall:

5.5.2.1. Maintain public records that ordinarily and necessarily would be required by the Department to perform the service.

5.5.2.2. Upon request from the Department's custodian of public records, provide to the Department a copy of requested records or allow the records inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.

5.5.2.3. Ensure public records exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law during this Contract term and following

completion of this Contract if the Provider does not transfer the records to the Department.

5.5.2.4. Upon completion of this Contract, transfer, at no cost, to the Department all public records in possession of the Provider or keep and maintain public records required by the Department to perform the service. If the Provider transfers all public records to the Department upon completion of this Contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of this Contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format compatible with the information technology systems of the Department.

5.5.3. IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT DCFCustodian@MYFLFAMILIES.COM, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 2415 NORTH MONROE STREET, TALLAHASSEE, FL 32303.

6. INSPECTIONS, PENALTIES, AND TERMINATION

6.1. Financial Penalties for Failure to Take Corrective Action

6.1.1. In accordance with the provisions of §402.73(1), F.S., and Rule 65-29.001, F.A.C., should the Department require a corrective action to address noncompliance under this Contract, incremental penalties listed in **6.1.2** through **6.1.3** shall be imposed for the Provider's failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the Department to complete corrective action, but shall not exceed 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. These penalties do not limit or restrict the Department's application of any other remedy available to it under law or this Contract.

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, in accordance with the following standards.

6.1.2.1. Noncompliance that is determined by the Department to have a direct effect on client health and safety shall result in the imposition of a 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.

6.1.2.2. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a 5% penalty.

6.1.2.3. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a 2% penalty.

6.1.3. The deadline for payment shall be as stated in the Department 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. The Department may terminate this Contract without cause upon no less than 30 days' Notice in writing to the Provider unless another time is mutually agreed upon in writing.

6.2.2. The Provider may terminate this Contract upon no less than 120 days' Notice to the Department unless another time is mutually agreed upon in writing.

6.2.3. In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract upon no less than 24 hours' Notice in writing to the Provider. The Department is the final authority as to the availability and adequacy of funds.

6.2.4. In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department may terminate this Contract upon no less than 24 hours' Notice to the Provider, excluding Saturday, Sunday, and Holidays. 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 Notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. 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 is not a waiver of any other breach and neither event is a modification of the terms and conditions of this Contract. **6.2** does not limit the Department's right to legal or equitable remedies.

6.2.5. 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. Termination shall be upon no less than 24 hours' Notice to the Provider and only if the Provider:

6.2.5.1. Previously failed to satisfactorily perform in a contract with the Department, was notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or

6.2.5.2. Had any other contract terminated by the Department for cause.

6.2.6. In the event of termination under **6.2.1** or **6.2.3**, the Provider shall be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

6.2.7. 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 falsely certified under §287.135, F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this Contract, the Department may terminate this Contract at any time the Provider is found to have been engaged in business operations in Cuba or Syria, placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

7. OTHER TERMS

7.1. Governing Law and Venue

This Contract is entered into in the State of Florida and is construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. State Courts of competent jurisdiction in Florida have exclusive jurisdiction in any action regarding this Contract and venue is 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.

7.2. No Other Terms

There are no provisions, terms, conditions, or obligations other than those contained herein, and this

Contract supersedes all previous communications, representations, or agreements, either verbal or written between the parties. This Contract does not include any resulting invoice, website, "click through", online, or other agreement absent specific reference in this Contract and then only the version extant the date of the first Contract signature.

7.3. Interpretation, Severability of Terms

Contract terms are not more strictly construed against any party. If a term is struck by a court, the balance is voidable only by the Department.

7.4. Survival of Terms

Absent a provision expressly stating otherwise, provisions concerning obligations of the Provider and remedies available to the Department survive the End Date. The Provider's performance pursuant to such surviving provisions is without further payment.

7.5. Modifications

Modifications of provisions of this Contract are 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. Anticompetitive Agreements

The Provider shall 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.

7.7. Purchases by Other Agencies

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.045, F.A.C., if requested by another agency. Other State agencies may purchase from the resulting contract, provided the Department of Management Services has determined this Contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7.8. Unauthorized Aliens

7.8.1. 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 §274A of the Immigration and Nationality Act. 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. Employees assigned to this Contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during this Contract term to perform work pursuant to this Contract within the United States and its territories.

7.8.2. The Provider represents and warrants that no part of the funding under this Contract will be used in violation of any federal or state law, including, but not limited to, 8 U.S.C. §1324 or 8 U.S.C. §1325, or to aid or abet another in violating federal or state law. The Department may terminate this Contract at any time if the Provider violates, or aids or abets another in violating, any state or federal

law.

7.9. Public Entity Crime and Discriminatory Contractors

Pursuant to §§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, the prohibition on persons or affiliates placed on the convicted vendor list is limited to business in excess of the threshold amount provided in §287.017, F.S., for CATEGORY TWO for 36 months from the date of being placed on the convicted vendor list.

7.10. PRIDE

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under chapter 946, F.S., in the same manner and under the same procedures set forth in §§946.515(2) and (4), F.S.; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

7.11. Continuing Oversight Teams

The Provider shall comply with the provisions of §287.057(26), F.S., as applicable, establishing and governing conduct of Continuing Oversight Teams for contracts of \$5 million or more.

7.12. Major Disasters and Emergencies

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department with payment subject to FEMA approval and reimbursement.

7.13. Executive Compensation Reporting

7.13.1. Annually on or before May 1 Provider shall complete and return the Executive Compensation Annual Report (Form PCMT-08), located at: <https://www.myflfamilies.com/general-information/contracted-client-services/library>.

7.13.2. In accordance with §216.1366, F.S., if the Provider is a nonprofit as defined in §215.97(2)(m), F.S., the Provider must provide documentation to the Department that indicates the amount of state funds:

7.13.2.1. Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.

7.13.2.2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

7.13.3. If the Provider maintains a website, information provided pursuant to **7.13.2** must be posted

on the Provider's website.

7.14. Federal Whistleblower Requirements

Pursuant to §11(c) of the OSH Act of 1970 (29 USC §660(c)) and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act are located at: <http://www.whistleblowers.gov>.

7.15. Post-Award Notice Dissemination

If the Provider receives federal or state financial assistance, the Provider will receive a Post-Award Notice (PAN) from the Department, which will contain information required to meet the Department's obligations in accordance with 2 CFR Part 200, §215.97 F.S., and Rule 69I-5, F.A.C. Providers with subrecipients receiving federal or state financial assistance are required to derive from the PAN information required by the regulations cited in this clause, and properly disseminate to subrecipients of federal and state financial assistance funds. This requirement follows federal and state financial assistance to subrecipients at every tier.

7.16. 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 §403.7065, F.S.

8. FEDERAL FUNDS APPLICABILITY

The following applies if Federal Funds are used to fund this Contract.

8.1. Federal Law

8.1.1. Provider shall comply with Federal law and regulations including 2 CFR, Part 200, and other applicable regulations.

8.1.2. 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 41 CFR, Part 60 if applicable.

8.1.3. If this Contract contains over \$150,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. §7401 et seq.), §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 (2 CFR, Part 1500). The Provider shall report any violations of the above to the Department.

8.1.4. If this Contract provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. §6081 et seq.). 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.

8.1.5. If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR §180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 implementing Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8.1.6. If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine if its

subcontracts are being awarded to a “contractor” or a “subrecipient,” as those terms are defined in 2 CFR, Part 200. If a Provider’s subcontractor is determined a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

8.1.7. Drug Free Workplace. If the Provider is a subrecipient or pass-through entity of federal funds originating from HHS, the Provider must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the governmentwide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

9. CLIENT SERVICES APPLICABILITY

The following applies if the box for Client Services is checked in the header on page 1.

9.1. Client Risk Prevention

If services to clients are 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 (1-800-962-2873). As required by chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

9.2. Emergency Preparedness Plan

If the tasks performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within 30 days of the execution of this Contract, submit to the Contract Manager an emergency preparedness plan which includes provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan allowing the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For 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 12 months thereafter, the Provider shall submit a written certification it has reviewed its plan, along with any modifications to the plan, or a statement no modifications were found necessary. The Department agrees to respond in writing within 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 to assume implementation of agreed emergency relief provisions.

9.3. Confidential Client and Other Information

The Provider shall maintain the confidentiality of all confidential data, files, and records related to deliverables and comply with all state and federal laws, including, §§471(a)(8) of the Social Security Act, 106(b)(2)(B) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602, 2 CFR §200.303, 2 CFR §200.337, 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §§431.300-306, and 45 CFR §205. Summaries 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.

10. PROPERTY

10.1. The following only applies to this Contract if funded by state financial assistance.

10.2. The word “property” in this section means equipment, fixtures, and other property of a nonconsumable and nonexpendable nature, the original acquisition cost or estimated fair market value of which is \$5,000 or more and the normal expected life of which is one year or more. This definition

also includes hardback-covered bound books circulated to students or the general public, the original acquisition cost or estimated fair market value of which is \$25 or more, hardback-covered bound books, the cost or value of which is \$250 or more, and all computers. Each item of property which it is practicable to identify by marking will be marked in the manner required by the Auditor General. Each custodian will maintain an adequate record of property in his or her custody, which record will contain such information as will 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 will take an inventory of property in his or her custody. The inventory will be compared with the property record, and all discrepancies will be traced and reconciled. All publicly supported libraries will 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 is 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 is a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing will be traced and reconciled, and the library inventory shall be adjusted accordingly.

10.3. If any property is purchased by the Provider with funds provided by this Contract, the Provider will inventory all nonexpendable property including all computers. A copy of the inventory will be submitted to the Department along with the expenditure report for the period in which it was purchased. At least annually the Provider will submit a complete inventory of all such property to the Department whether new purchases have been made or not.

10.4. The inventory will include: 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 Vehicle Identification Number (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.

10.5. The Contract Manager must provide disposition instructions to the Provider prior to the End Date. The Provider cannot dispose of any property reverting to the Department without the Contract Manager's approval. The Provider will furnish a closeout inventory no later than 30 days before the completion or termination of this Contract. The closeout inventory will include all nonexpendable property including all computers purchased by the Provider. The closeout inventory will contain the same information required by the annual inventory.

10.6. The Provider hereby agrees all inventories required by this Contract will 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 will be agreed upon by both the Provider and the Department and will be used in place of the original acquisition cost.

10.7. Title (ownership) to and possession of all property purchased by the Provider pursuant to this Contract vests 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 is 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 is responsible for paying for the title transfer.

10.8. 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.

10.9. The Provider will 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.

10.10. An amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

11. AMENDMENT IMPACT

Any amendment replacing or deleting this page will not affect the below execution.

By signing this Contract, the parties state they have read and agree to the entire Contract, as described in 1.6.

IN WITNESS THEREOF, the parties hereto have caused this Contract executed by their undersigned officials as duly authorized.

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Federal Employer Identification Number (FEIN) or Social Security Number (SSN): 59-6000773

Provider Fiscal Year Ending Date: 06/30

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EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 11 of the Standard Contract, as provided herein:

A.1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A.1.1. Plan - A document as described in §39.6011, F.S., prepared by the Department or the contracted Community Based Care Lead Agency, with input from all parties and approved by the court. The case plan specifies all permanency goals while ensuring the child's safety and well-being and follows the child from the provision of services through any dependency, foster care, and termination of parental rights proceeding, or related activity or process.

A.1.2. Challenging Behavior - Inappropriate behavior displayed by a child that affects the child's well-being, safety and permanency plans or that places the child at risk of disruption of his/her out-of-home care placement. Sometimes these behaviors place the child not only at risk of placement disruption but interferes with his/her ability to function across various social settings and possibly places him/her at risk of law violations or institutionalization. These behaviors include, but are not limited to, run away, self-injurious behavior, use or possession of weapons and various behaviors intended to harm persons, animals or property.

A.1.3. Child Resource Folder (Blue Book) - A standardized folder for each child which contains the basic legal, demographic and known medical Information pertaining to a specific child, as well as the medical passport and any documents necessary for the child to receive medical treatment. This folder follows the child to each placement and remains in the care of the Provider. It accompanies the child to every health care visit, so that the medical information may be shared with the healthcare Provider or updated as appropriate.

A.1.4. Community Based Care (CBC) Lead Agency - A Not-for-profit Provider with whom the Department contracts for the provision of foster care and related services. The CBC Lead Agency may subcontract with Case Management Organizations (CMO) for day-to-day case management services for children.

A.1.5. Comprehensive Behavioral Assessment - An in-depth, detailed assessment of the child's history and presenting problems of the youth.

A.1.6. Comprehensive Family Assessment - An in-depth, detailed assessment of the child's emotional, social, behavioral, and developmental functioning within the home, school, and community, including direct observation of the child in those settings.

A.1.7. Dependency Case Manager - Term referring to a professional position responsible for case management for children in placement. The term includes staff from the Department of Children and Families as well as staff from a community-based care case management organization serving as a designee.

A.1.8. Designee - A person, contractual provider, or other agency or entity named by the Department.

A.1.9. Emergency Shelter - Welcome Center - A facility or agency licensed by the Department that provides a place for the care of a child who is alleged to be dependent, pending court disposition before or after adjudication.

A.1.10. Facility - The building(s) and physical location of a licensed residential child caring agency where children receive care and supervision.

A.1.11. Guardian Ad-Litem - An attorney or responsible adult who is appointed by the court to represent the best interest of a child in a proceeding as provided for by law, who is a party to any judicial proceeding as a representative of the child and who serves until discharged by the court.

A.1.12. Lead Agency - The Not-for-profit or governmental Community-Based Care Provider responsible for the provision of support and services for eligible children and families through the coordination.

A.1.13. Case management organization - Responsible for case assignment and for providing ongoing case management services until case closure.

A.1.14. Legal Custodian - The person or entity in whom the legal right of custody is vested. In accordance with Chapter 39, F.S., when the phrase parent or legal custodian is used, it refers to the rights or responsibilities of the parent. Only if there is no living parent with intact parental rights, does it refer to the rights or responsibilities of the legal custodian who has assumed the role of the parent.

A.1.15. Legal Guardian - A judicially created relationship between the child and caregiver that is intended to be permanent and self-sustaining and is provided for, pursuant to the procedures of Chapter 744, F.S.

A.1.16. Licensed Residential Child Caring Agency - Any person, corporation, or agency, public or private, other than the child's parent or legal guardian, that provides staffed twenty-four-hour care for children in facilities maintained for that purpose, regardless of whether operated for profit or whether a fee is charged, and the facility is licensed under Chapter 65C-46, F.A.C.

A.1.17. Maintenance - The food, shelter, clothing, daily supervision, a child's personal incidentals, and liability insurance with respect to a child. In the case of licensed residential child caring facility care, such term shall include the reasonable costs of administration and operation of such facility as is necessarily required to provide the items described in the preceding sentence.

A.1.18. Missing Child - A child who is under the age of 18 years in the custody of the Department whose location is unknown and attempts to locate the child have been unsuccessful, and who has been or will be reported as missing to a law enforcement agency.

A.1.19. Nighttime Hours - A residential child caring agency's requirement for personnel to provide twenty-four-hour awake supervision and are awake 10:00 pm to 6:00 am daily.

A.1.20. Outcomes - Quantitative indicators used by the Department to objectively measure a Provider's performance toward a stated goal.

A.1.21. Outputs - Process measures of the quantity of services delivered, clients served, or similar units completed.

A.1.22. Performance Measures - Quantitative indicators, outcomes, and outputs used by the Department to objectively measure a Provider's performance.

A.1.23. Permanency Planning - Goal-directed, time-limited practice of providing services for dependent children who are removed from their home and placed in a child caring facility. Permanency planning services are based on the child's court approved case plan.

A.1.24. Personnel - All owners, operators, employees, and volunteers working in a residential child caring agency who may be employed by, or do volunteer work for, a person, corporation, or agency that holds a license as a residential child caring agency. The term does not include those who do not work on the premises where the residential child caring service is furnished and either have no direct contact with a child or have no contact with a child outside of the presence of the child's parent, custodian or guardian.

A.1.25. Protective Investigator - An employee who completes investigations of child abuse, abandonment and neglect that are referred by the Florida Abuse Hotline and Florida Safe Families Network (FSFN).

A.1.26. Runaway - In accordance with CFOP 175-85 and 65C-30 F.A.C., Prevention, Reporting and Services to Missing Children, a runaway means a child who has left a relative placement, non-relative placement, shelter home, foster home, residential group home or any other placement alternative without permission of the caregiver and who is determined to be missing.

A.1.27. Service Plan - In accordance with 65C-46.001(19) F.A.C., is a goal-oriented, time-limited, individualized program of action for the child and the child's family developed by the child caring agency

in cooperation with the child's family. The service plan is developed by the Provider, in cooperations with the Department, or the contracted CBC Lead Agency, and the child's family.

A.2. STATEMENT OF WORK

A.2.1. There are no additional provisions to this section of the Standard Contract.

A.3. PAYMENT, INVOICE AND RELATED TERMS

A.3.1. There are no additional provisions to this section of the Standard Contract.

A.4. GENERAL TERMS AND CONDITIONS

A.4.1. There are no additional provisions to this section of the Standard Contract.

A.5. RECORDS, AUDITS AND DATA SECURITY

A.5.1. There are no additional provisions to this section of the Standard Contract.

A.6. INSPECTIONS, PENALTIES, AND TERMINATION

A.6.1. There are no additional provisions to this section of the Standard Contract.

A.7. OTHER TERMS

A.7.1. There are no additional provisions to this section of the Standard Contract.

A.8. FEDERAL FUNDS APPLICABILITY

A.8.1. There are no additional provisions to this section of the Standard Contract.

A.9. CLIENT SERVICES APPLICABILITY

A.9.1. There are no additional provisions to this section of the Standard Contract.

A.10. PROPERTY

A.10.1. There are no additional provisions to this section of the Standard Contract.

A.11. AMENDMENT IMPACT

A.11.1. There are no additional provisions to this section of the Standard Contract.

EXHIBIT B – SCOPE OF WORK

B.1. SCOPE OF SERVICE

B.1.1. The Provider shall deliver an array of residential group care and emergency shelter services to eligible children in Circuits 9 and 18, Orange, Osceola, Brevard and Seminole County. Pursuant to §409.988, F.S., these services include, but are not limited to independent living, emergency shelter, and residential group care.

B.1.2. The Provider shall ensure the safety and well-being of dependent children while providing twenty-four-hours a day room, board, care and supervision that addresses each child's individual physical, social, emotional and educational needs.

B.1.3. The Provider shall provide services consistent and in accordance with Florida Administrative Code, Florida Statutes, Department of Children and Families Licensing Standards, Department of Children and Families Operating Procedures, and/or any successor law or rule, as amended from time to time. This includes, but is not limited to, compliance with: 65C-14, F.A.C., 65C-22, F.A.C., 65C-30.019, F.A.C., 64E-12, F.A.C., §402.305, F.S., §409.175, F.S., Chapter 39., F.S., Chapter 435., F.S.

B.2. MAJOR CONTRACT GOALS

The major goals of residential and emergency shelter group care program services are to:

B.2.1. Provide room, board, care and supervision while ensuring that each child's safety and well-being is protected.

B.2.2. Ensure that service planning is based on the child's Comprehensive Behavioral Health Assessment, Biopsychosocial Assessment, and Individualized Treatment Plan, integrated and consistent with each child's case plan and permanency plan goals.

B.3. SERVICE AREA/LOCATIONS/TIMES

B.3.1. Service Locations

Great Oaks Village (GOV) Welcome Center
1718 East Michigan Street
Orlando, FL 32806

Youth Shelter
1800 East Michigan Street
Orlando, FL 32806

B.3.2. Service Times

B.3.2.1. Direct care and supervision of the children shall be provided twenty-four-hours per day, seven days per week, including holidays.

B.3.2.2. The Provider shall be available to admit children for care Monday through Friday on an as needed basis.

B.3.2.3. Administrative offices shall be open Monday through Friday, from 8:00 a.m. to 5:00 p.m., except for County approved closings.

B.3.2.4. In the event of an emergency, critical incident, natural or man-made disaster, the Executive Director or designee shall be on-call and available to respond on-site at the facility twenty-four-hours per day, seven days per week.

B.3.3. Changes in Location

The Provider shall contact the Department for approval at least ninety (90) calendar days prior to changing the location of its facility. The Provider's new facility must be inspected, approved, and licensed in accordance with 65C-14, F.A.C., before it may be used to provide residential group care program services.

B.4. CLIENTS TO BE SERVED

B.4.1. General Description

B.4.1.1. The Provider shall serve Dependent and Prevention children who are referred by the Department or CBC Lead Agency that meet the Provider's written admission criteria.

B.4.1.2. The Provider's licensed capacity shall be for at least 40 children as outlined in § 409.986 F.S and shall not exceed its licensed capacity.

B.5. CLIENT ELIGIBILITY

B.5.1. Determinations

The Department or the CBC Lead Agency shall determine eligibility for all children in need of residential and emergency shelter group care program services served under this contract based upon the admission criteria outlined in **B.5.2.** Any referrals for services that do not meet the approved admission criteria shall not be counted against the Provider as a denial. Priority shall be given to children from Orange, Osceola, Brevard, and Seminole County.

B.5.2. Admission

The Provider shall be available to admit children for care on Monday through Friday as needed. All requests for placement shall have a written approval or denial to the CBC Lead Agency within 4 hours of receiving the written request.

B.5.3. The Welcome Center, Youth Shelter, and GOV Agency Operating Procedures are incorporated by reference.

B.5.4. Emergency Shelter and Residential Group Care, Youth Center, and Welcome Center Admission Criteria

B.5.4.1. Children/Youth who have been identified as a juvenile sexual offender according to §985.475, F.S., sexually aggressive and/or sexually reactive youth will be accepted if the alleged/reported/verified documented incident occurred more than six months from the referral date and they are currently receiving and actively attending clinical services for the 90 days preceding the referral date, or they successfully completed therapeutic treatment.

B.5.4.2. Children/Youth with a completed suitability assessment recommending Statewide Inpatient Psychiatric Program (SIPP) placement may be accepted as a short term (week to week) placement after being assessed. Successful short-term placements will be extended to long term placements.

B.5.4.3. Children/Youth with histories of fire setting/arson more than six months from the referral date will be accepted if they have been successfully discharged from therapeutic treatment and/or are currently receiving clinical services and actively attending these services for the 90 days preceding the referral date.

B.5.4.4. Children/Youth with histories of animal cruelty more than six months from the referral date will be accepted if they have been successfully discharged from therapeutic treatment and/or are currently receiving clinical services and actively attending these services for the 90 days preceding the referral date.

B.5.4.5. Children/Youth with a history of suicidal gesture, attempt, or self-harm behaviors or current ideations of suicidal ideation or self-harm behavior will be accepted if they have been successfully discharged from therapeutic treatment and/or are currently receiving clinical services and actively attending these services for the 90 days preceding the referral date.

B.5.4.6. Community Children that are receiving services from the Department of Children and Families or CBC Lead Agency.

B.5.5. A child who temporarily leaves the GOV Residential Group Care due to a Baker Act shall be re-admitted to Provider without requiring a new assessment. If the Baker Act facility or the child's licensed treating clinician determines that the child requires a higher level of care and placement is not currently available, the Provider must readmit the child and assist in transitioning the child to the new appropriate level of care once it becomes available. If the Provider denies readmission to a child returning from a Baker Act, the Department will not pay the daily bed hold rate of \$160.00.

B.5.6. A child who temporarily leaves the GOV Residential Group Care due to detention in a Department of Juvenile Justice (DJJ) facility shall be re-admitted to Provider without requiring a new

assessment if the break in service is 21 days or less. If the child's licensed treating clinician determines that the child requires a higher level of care and placement is not currently available, the Provider must readmit the child and assist in transitioning the child to the new appropriate level of care once it becomes available. If the Provider denies readmission to a child returning from detention, documentation as to why placement was not granted must be provided to the Department for review and acceptance before payment for a daily bed hold rate of \$160.00 is approved.

B.5.7. Denials

The Provider shall deny admission requests for individuals who do not meet the eligibility criteria outlined in **B.5.2**. If the individual meets the approved eligibility criteria pursuant to **B.5.2**, and there is no available bed, that individual must go on the waitlist as defined in **B.5.9**. If the Provider denies admission to an individual who meets the eligibility criteria due to staff ratio shortages, the Department shall impose a financial penalty in accordance with **Exhibit 10**.

B.5.7.1. Denial Log, listing all denials, including rationale for denial for the month, shall be submitted with the monthly invoice.

B.5.8. Emergency Shelter and Residential Group Care. Youth Shelter, and Welcome Center Denial Criteria

B.5.8.1. Children/Youth will not be accepted who have medical/mental health needs that include the following: disabled (having a physical condition that limits movements, senses, or activities), or have documented recent noncompliant with medication that results in other exclusionary behaviors.

B.5.8.2. Children/youth will not be accepted with the following: physical aggression that has caused significant bodily harm resulting in injuries, physical sexual aggression such as rape and/or molestation or violent behavior with a weapon(s) that has been alleged, reported and/or documented within the last six months.

B.5.8.3. Children/Youth with a history of criminal or delinquent behaviors will not be accepted if the child/youth is required to wear ankle monitoring that affects staffing pattern due to court restrictions.

B.5.8.4. Children/Youth who are pregnant will not be accepted and/or cannot remain in Great Oaks Village (GOV) or Youth Shelter beyond their first trimester.

B.5.8.5. Children/Youth will not be accepted in the Youth Shelter who have medical/mental health needs that require injectable medication or processes.

B.5.9. Waitlist

The Provider shall maintain an on-going chronological listing for all requests for placement of children who meet the approved eligibility criteria as defined in **B.5.2**, but cannot be placed due to lack of bed availability. If a bed becomes available within 30 days of the child's initial placement on the waitlist, the Provider must contact the referral source in the order the requests were received to determine if placement is still being pursued. If placement is still needed, the Provider shall admit the child pursuant to **B.5.2**. If the referral source is no longer seeking placement, the Provider must document the date and reason as to why the placement is no longer being sought before contacting the next referral source on their waiting list. Should the Provider have unoccupied beds and fail to exhaust their waitlist to fill the vacancy, a financial penalty shall be assessed in accordance with **Exhibit 10**.

B.5.10. Discharges

All discharges shall comply with the requirements outlined in 65C-46.013, F.A.C.. A child who displays challenging behaviors may not be discharged from the facility prior to a 30-day notice and a Multidisciplinary Team (MDT) staffing as outlined in 65C-30, F.A.C., with the Department or the CBC Lead Agency, unless the child's behaviors constitute an emergency removal pursuant to §39.4022, F.S. (**Exhibit 8**).

B.6. CLIENT DETERMINATION

B.6.1. Children who have been referred by the Department or CBC Lead Agency, who meet the admission criteria or need emergency shelter due suspected abuse, neglect, and/or abandonment.

B.6.2. The Welcome Center accepts children ages 0-17 years.

B.6.3. GOV accepts children ages 6-17 years.

B.6.4. The Youth Shelter accepts children ages 11-17 years.

B.6.5. GOV accepts previous young adult residents that have been determined eligible for Extended Foster Care by the CBC Lead Agency.

B.7. EQUIPMENT

The children's personal rooms and the facility shall contain interior accommodations, furnishings and equipment as established in 65C-14, F.A.C.

B.8. CONTRACT LIMITS

No child who meets the Provider's approved admission criteria shall be denied admission if there is an age and gender appropriate vacancy.

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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. Maintain and Operate a Licensed Residential Foster Care Program:**

C.1.1.1. Ensure compliance with all Department's licensing standards for a residential group home with a minimum of 40 licensed beds.

C.1.1.2. Maintain appropriate staffing levels and ratios in accordance with 65C-46, F.A.C., ensuring adequate supervision and care for all residents.

C.1.2. Support Educational and Vocational Development:

C.1.2.1. Collaborate with each child's case manager, school personnel, and vocational counselors to develop individualized educational and career plans.

C.1.2.2. Ensure all residents are enrolled in school, receiving academic support services such as tutoring, Individualized Education Program (IEP) accommodations, and college or vocational training preparation.

C.1.3. Implement Positive Behavior Management Strategies:**C.1.3.1. Utilize evidence-based behavior management techniques designed to:**

C.1.3.1.1. Encourage positive social interactions

C.1.3.1.2. Develop conflict resolution and problem-solving skills

C.1.3.1.3. Promote accountability and independent decision-making

C.1.3.1.4. Ensure all behavior management practices are non-punitive, trauma-informed, and developmentally appropriate as required by DCF standards.

C.1.4. Provide Trauma-Informed Care (TIC) Services:

C.1.4.1. Ensure all residents receive care based on trauma-informed principles, with staff trained in de-escalation techniques, therapeutic interventions, and emotional regulation strategies.

C.1.4.2. Provide on-site or referred counseling and mental health services for residents experiencing emotional or behavioral challenges.

C.1.5. Coordinate with External Service Providers:

C.1.5.1. Work closely with DCF, CBC Lead Agencies, legal advocates, healthcare providers, and therapists to ensure comprehensive support for residents.

C.1.5.2. Facilitate referrals for specialized services, including substance abuse treatment, behavioral therapy, and independent living programs.

C.1.6. Attend, as required, Court Hearings and Case Staffings:

C.1.6.1. Ensure staff attend and participate, as required, in required court hearings, case plan reviews, and MDT staffings to provide relevant updates on a child's progress and needs.

C.1.7. Ensure a Safe, Structured, and Stable Living Environment:

C.1.7.1. Maintain a secure and nurturing residential environment free from abuse, neglect, or safety hazards.

C.1.7.2. Conduct regular facility inspections, staff training, and safety drills to ensure compliance with state and federal regulations.

C.1.7.3. Provide nutritional meal services, personal hygiene resources, recreational activities, and life skills training to support youth development.

C.1.8. Prepare Youth for Transition and Independent Living:

C.1.8.1. Develop individualized transition plans for youth aging out of care, ensuring access to Extended Foster Care (EFC) or Aftercare Services

C.1.8.2. Job readiness training, financial literacy education, and housing assistance

C.1.8.3. Support youth in obtaining driver's licenses, state IDs, and employment opportunities to foster independence.

C.1.9. Comply with Mandatory Reporting Requirements:

C.1.9.1. Ensure all employees understand and comply with mandatory Inspector General reporting laws as outlined in CFOP 180-4.

C.1.9.2. Report all incidents of suspected abuse, neglect, or exploitation immediately to:

C.1.9.2.1. The Florida Abuse Hotline

C.1.9.2.2. The Department Contract Manager

C.1.9.3. Implement a transparent internal incident reporting and response system for accountability.

C.1.10. Ensure young adults participating in EFC are provided:

C.1.10.1. Core placement services including housing, food, transportation, supervision and support.

C.1.10.2. Extensive independent living opportunities in preparation for self-sufficiency that will include receiving assistance to promote educational success, work experience and opportunities to engage in basic life skills activities.

C.1.10.3. Guidance and mentorship that will assist in developing into a strong and self-sufficient leader in the community.

C.1.10.4. Opportunities to work collaboratively with potential caregivers, relatives, Guardian Ad Litem, CBC Lead Agency Independent Living Managers, Specialists and Dependency Case Managers.

C.1.10.5. An opportunity to develop a transition plan which includes long-term goals within 30 days of the young adult's 18th birthday or approval of entry into EFC in collaboration the CBC Lead Agency Independent Living Manager and case management staff detailing the expectations of all parties. The transition plan must at a minimum include the tasks outlined in 65C-41.031, F.A.C.

C.1.10.5.1. The plan will include a provision for unanticipated absences from the home and include information on how and when the young adult is expected to notify his/her placement and CBC Lead Agency case manager of the absence.

C.1.10.5.2. The plan will also outline consequences for the young adult who fails to comply with the established living arrangements.

C.1.10.6. Work collaboratively with the CBC Lead Agency Independent Living and Case Management Agency staff to develop a case plan for the young adult: a copy of the case plan must be provided to the young adult and a copy kept in the young adult's case management file.

C.1.10.7. Provide an opportunity for the young adult to attend all judicial review and other court hearings that involve the young adult. The Provider will also provide the court with updates on the young adults' progress towards independence, and ensuring the young adult is participating in normalcy activities.

C.1.11. Development Opportunity for Financial Management:

C.1.11.1. The young adult is provided a structured opportunity to practice budgeting and other financial management skills.

C.1.11.2. Assistance provided to the young adult, monthly, to prepare a budget to determine how his/her allowance will be used. A copy of the budget will be provided to the young adult. The young adult will receive an allowance from the CBC Lead Agency which is expected to support:

C.1.11.2.1. Food outside of home.

C.1.11.2.2. Clothing.

C.1.11.2.3. Entertainment.

C.1.11.2.4. Supplies for school or work.

C.1.11.2.5. Cell phone.

C.1.11.2.6. Hygiene Supplies.

C.1.12. In addition to the above provisions, a case management file on each young adult that will, at a minimum, contain all personal health and other documentation including a certified copy of the birth certificate, social security card and Medicaid cards will be kept and maintained.

C.2. ADMINISTRATIVE TASKS

C.2.1. Staffing

C.2.1.1. Staffing Levels

The Provider shall perform duties specified in **C.1.2.**, twenty-four-hours per day, seven days per week, including holidays. Youth that require their own bedroom and bathroom will be billed at a double bed rate.

C.2.1.2. Provider will notify the Department, in writing, within five (5) days whenever the Provider is unable, or expects to be unable, to provide the required quality or quantity of service due to staff turnovers or shortages.

C.2.2. Professional Qualifications

The Provider shall be responsible for the staff affiliated with this contract, ensuring that they have the education, any professional licensure, or certification which may be required by law, and experience necessary to successfully carry out their duties.

C.2.3. Subcontracting

The Provider may not subcontract for the provision of any services under this contract.

C.2.4. Records and Documentation

C.2.4.1. In addition to the requirements above, the Provider shall maintain and deliver the following records and completed documentation to the Department Contract Manager:

ADMINISTRATIVE DOCUMENTS			
Title	Due Date	# Copies	Contents
Civil Rights Compliance Checklist	Due on or prior to contract begin date, annually by June 15 th thereafter	1 electronic	Form CF-0946
Statement of No Involvement	Due on or prior to contract begin date	1 electronic	Form CF-1130
Certification Regarding Debarment	Due on or prior to contract begin date	1 electronic	Form CF-1125
Authorized Signature Authority for the Provider's Representative to Sign Contract	Due on or prior to contract begin date and updated as needed	1 electronic	Signature Authority document signed by President or Chairman of Board of Directors

Authorized Signature Authority for the Provider's Representative identified under either this contract in 1.3.2 or 1.3.3 to Sign Invoices	Due on or prior to contract begin date and updated as needed	1 electronic	Signature Authority document signed by President or Chairman of Board of Directors
General Liability Insurance	Due on or prior to contract begin date and annually thereafter	1 electronic	Certificate of Insurance
Coordinated Contracted Services	Due on or prior to contract begin date and annually thereafter	1 electronic	CDA 11-07 Provider Contracts List Form
Scrutinized Companies	Due on or prior to contract begin date and annually thereafter	1 electronic	Form CF-1110
Security Agreement Form	Upon staff employment by the Provider, Subcontractors	1 electronic	Form CF-0112
Employees Screening Affidavit	Due on or prior to contract begin date and annually thereafter	1 electronic	PCMT-05
Cost Analysis	30 days after contract execution	1 electronic	Attachment 1
FEDERAL DOCUMENTS			
Title	Due Date	# Copies	Contents
Executive Compensation Report	Due on or prior to contract begin date and annually before May 1st	1 electronic	PCMT-08

HHS On-Line Monthly Summary Report	Due on the 5th of every month	1 electronic	Single Point of Contact (SPOC) will submit the Monthly Summary Report directly into the database https://fs16.formsite.com/DC_Training/ Monthly-Summary-Report/form_login.html and forward confirmation of submission to the Contract Manager.
Maintain a Single Point of Contact (SPOC) for Support to the Deaf or Hard of Hearing List	By the 5th day of each month for the previous month from each Provider to include any change in the Single Point of Contact	1 electronic	Single Point of Contact list for the Provider to include: <ol style="list-style-type: none"> 1. Name 2. Position/Title 3. Agency 4. Street Address 5. Mailing Address 6. Telephone Number 7. Email address
Financial and Compliance Audit	Due 180 days after the end of the previous fiscal year.	1 electronic	Attachment 9

C.3. Reports (programmatic and to support payment)

C.3.1. The list of reports to be completed by the Provider, including the time frame for their final due dates, frequency, and format are all specified in **Attachment 5**. Delivery of reports shall not be construed to mean acceptance of those reports; acceptance of required reports shall constitute a separate act and must be approved by the Department Contract Manager as such. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the limits set forth in this contract. The Department, at its option, may allow additional time for the Provider to remedy the objections noted by the Department, or the Department may, after giving the Provider a reasonable opportunity to make a report complete, adequate, or acceptable, declare this contract to be in default.

C.3.2. Major Significant Deviation from Progress Report is a written narrative addressing the discovery or occurrence of any major or significant deviation from the anticipated progress or problems associated with delivery of services (problems or delays) from the task list. The Provider will submit, to the Department Contract Manager, a written report within 5 calendar days of the discovery or occurrence of any major or significant deviations from the anticipated progress or problems associated with delivery of services as agreed to by the Department and the Provider. The report will identify the deviations or problems, whether anticipated or actual, the effects of such on the successful completion of this Contract and a proposed plan for resolution.

C.3.3. To comply with the requirements of 65C-46, F.A.C., the Provider shall prepare and submit to the Department Contract Manager within 5 calendar days from contract execution, written line-item budgets and budget narratives in accordance with the format and contents provided by the licensing team and Contract Manager. The budgets and budget narrative shall include a total agency actual expense and revenue report

C.3.4. Monthly Census Report

The Provider shall compile data and submit the Monthly Census Reports that outline the child census for each program specified in **B.5.2.1**. Reports shall reflect the number of unoccupied beds, the number of occupied beds and the details of children admitted for treatment, to the Department Contract Manager on the 15th day following the previous month of service. Reports must include, at minimum, the following information:

C.3.4.1. First and Last name.

C.3.4.2. Date of birth.

C.3.4.3. Name of the CBC Lead Agency with jurisdiction over child.

C.3.4.4. Date of placement request.

C.3.4.5. Date of admission.

C.3.4.6. Date of discharge.

C.3.4.7. Indication if discharge resulted in successful achievement of case plan goal or early disruption.

C.3.5. In addition to the above Monthly Census Report, Provider shall report a daily census number and daily waitlist number to the Department Contract Manager upon request.

C.3.6. On-going Placement Denial Report

The Provider shall compile data and submit the On-going Placement Denial Report, to the Department Contract Manager on the 15th day following the previous month of service, for each program specified in **B.5.2.1**. Reports shall include, at minimum, the following information:

C.3.6.1. First and Last name.

C.3.6.2. Name of CBC Lead Agency requesting placement.

C.3.6.3. Date of initial placement request.

C.3.6.4. Date request was denied.

C.3.6.5. Reason child was denied placement.

C.3.6.5.1. If a bed becomes available within 30 days of a denial made due to lack of available beds, the Provider must document their efforts to contact the referring entity to assess for possible placement and outcome of such contact.

C.3.7. Request for Payment

The Provider will submit a monthly Request for Payment, utilizing **Attachment 2** with details by program found in **Attachment 3**, on bed utilization that identifies occupied beds, unoccupied beds, and bed holds for each child admitted during the service payment period, for each program specified in **B.5.2.1**.

C.3.8. The Provider must notify the applicable CBC Lead Agency within 12 hours when a child leaves the facility property for the reason of hospitalization (medical or mental), runaway, visitation, or detention for accurate alignment of payments. If there are discrepancies between the invoice and the Department's system of records, reconciliation must occur prior to invoice being processed.

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EXHIBIT D – DELIVERABLES**D.1. SERVICE UNITS**

D.1.1. An occupied bed day is defined as one twenty-four-hour day (from midnight to midnight) of room, board, care, supervision and child-related services. The following conditions apply in calculating the number of occupied bed days:

D.1.1.1. Admission Day (the day the child enters the program) - A partial occupied bed day of care and supervision that shall be charged as a whole bed day.

D.1.1.2. Discharge Day (the date the child leaves the program) - A partial occupied bed day of care and supervision that shall not be charged.

D.1.1.3. Absent Day - A bed day in which the child is not occupying a bed and is not at the facility for reasons such as hospitalization/detainments, runaway, or home visits. For children that the Provider will continue to serve upon return from their absence, the Department authorizes 3 days automatic bed hold for runaways and up to 21 days for the following situations: extended hospitalization, extended court ordered visit, detainment in the Detention Center, or court ordered admission into a substance abuse facility. The Department shall not be charged for the additional absent days unless the Provider obtains written approval from the Department or contracted CBC Lead Agency using form **Exhibit 5**, GOV Authorization to Hold a Bed, within twenty-four hours after occurrence of the incident. The intent of payment for an absent day is that the Provider shall maintain the child's placement in the facility and accept the child back into the facility upon their return. A copy of such approval must be submitted with the monthly request for payment with a copy maintained in the Provider's child case file. (Absent day is not Title IV-E eligible).

D.1.1.4. Bed Availability - One twenty-four-hour day (from midnight to midnight) of available room, board, care, supervision, and child-related expenses for the care of child who is alleged to be dependent, pending court disposition before or after adjudication.

D.2. DELIVERABLES

D.2.1. The Provider shall offer services specified in **B.5.2.1.** for Department or CBC Lead Agency referred children, addressing an array of residential group care services to eligible children.

D.2.2. Provider shall have a minimum of 40 beds licensed for residential group care services for dependent children.

D.3. MINIMUM LEVEL OF SERVICE FOR DELIVERABLES

D.3.1. The Department reserves the right to reject reports, documents, and/or deliverables as incomplete, inadequate, or unacceptable according to the limits set forth in this contract. The Provider shall, without additional compensation, correct or revise any incomplete, inadequate, or unacceptable reports, documents, and/or deliverables.

D.3.2. Each deliverable shall be performed in a manner acceptable to the Department and delivered in accordance with **D.2.** and **Exhibit 5**.

D.3.3. The minimum service level for deliverables is full completion of all tasks as listed in **C.1.** and **D.2.**

D.3.4. The Provider shall maintain and deliver the following to the Department Contract Manager to document the completion of deliverables. Documentation of the completed deliverables would be evidenced by the required reports as described in **Exhibit 5**. These documents shall be received by the Department Contract Manager by the listed due date and included with **Exhibit 2** for approval by the Department Contract Manager prior to authorizing payment. If the due date falls on a State of Florida approved holiday or weekend, the deliverable documentation will be due the next state business day.

EXHIBIT E – MINIMUM PERFORMANCE MEASURES**E.1. MINIMUM PERFORMANCE MEASURES**

E.1.1. The Provider shall ensure they create an environment safe from abuse or neglect. 100% of any incidence of abuse or neglect shall be reported to the Florida Abuse Hotline immediately upon Provider or staff knowledge. This will be assessed monthly.

E.1.2. Upon notification of a safety concern against a Provider employee, the Provider shall take immediate remedial steps to ensure the on-going safety of each child in the Provider's facility 100% of the time. This will be assessed monthly.

E.1.3. 100% of denials are in alignment with the placement determination. This will be assessed monthly.

E.1.4. 85% of children shall not be disrupted from current placement, unless due to a child safety related issue pursuant to §39.4022, F.S. A disruption is defined as an unplanned request for removal of the child from the facility. All Provider requests to move a child from the facility requires Provider participation in an MDT staffing prior to a decision regarding the removal of the child. The Provider must ensure coordination with the Department or CBC Lead Agency referral source to ensure an appropriate transition for the child and their services.

E.1.5. Inability to maintain appropriate staffing ratios pursuant to 65C-46, F.A.C. for more than 60 consecutive days shall result in a financial penalty in accordance with **Exhibit 10** for denials based on insufficient staffing levels.

E.1.6. 95% percent of all children admitted to a Baker Act facility or returning from a runaway episode shall be readmitted to the Provider program pursuant to the terms outlined in **B.3.2.1..**

E.1.7. 100% of children in residential group care and emergency shelter will be enrolled in school within five (5) days.

E.1.8. 100% of children will have a scheduled Child Health Check Up/EPSTD.

E.1.9. 80% of children will have no episodes of running away.

E.1.10. 85% of released residents will receive an aftercare follow-up at 30 and 60 days.

E.2. DESCRIPTION OF PERFORMANCE MANAGEMENT TERMS

E.2.1. Client Data - The Provider shall work with the Department to ensure the reliability of client data collected through established reporting formats appropriate to the program. A special data inquiry will be completed by the Department to determine if the outcome is met.

E.2.2. Free of Incidents of Abuse and Neglect - For the outcome specified in paragraph **E.1.1.** free of incidents of abuse and neglect shall mean the absence of reports of such incidents to the Florida Abuse Hotline, where they have findings, as determined by a child protective investigation.

E.2.3. Running Away - For the outcome specified in paragraph **E.1.9.**, running away shall mean a child with unreported or unknown whereabouts regardless of the child's age who has run away from the shelter home, foster home, residential group home or any other placement alternative without permission of the foster parents or staff and who is absent at least four (4) hours. This is not to be confused with the Provider's responsibility to follow the procedures as specified in CFOP 175-85, Prevention, Reporting and Services to Missing Children and Section C-1. B.(c). of this Exhibit.

E.2.4. School Enrollment - For the outcome specified in paragraph **E.1.7.** school enrollment shall mean completing all paperwork as required by the public-school system for a child to begin attending classes.

E.2.5. Child Health Check Up/EPSTD - For the outcomes specified in paragraph **E.1.8.**, a Child Health Check Up/EPSTD shall mean a medical examination that has been scheduled within five (5) days of the child's placement in the facility.

E.3. PERFORMANCE

E.3.1. Performance Standards Statement

By execution of this Contract the Provider hereby acknowledges and agrees that its performance under this Contract must meet the standards set forth above and will be bound by the conditions set forth in this Contract.

E.3.2. Corrective Action

Per §402.73(1), F.S., and Rules 65C-46.116 and 65C-29.001, F.A.C., the Department requires a Corrective Action Plan (CAP) for noncompliance, nonperformance, or unacceptable performance under this Agreement. Provider agrees to develop and implement a CAP to correct all noted deficiencies identified by the Department within the specific period of time set forth in the approved CAP.

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EXHIBIT F – METHOD OF PAYMENT**F.1. MINIMUM FINANCIAL SPECIFICATIONS**

F.1.1. The Provider shall be compensated in the manner set forth herein. This is a fixed price (unit cost) contract. The Department shall pay the Provider for delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed **\$13,065,680.00** for Great Oaks Village and Youth Shelter.

Services	Service Units	Unit Price Per Bed Day
Maintenance - Room, Board, Care, Supervision for Child Related Expenses for Great Oaks Village and Youth Shelter	Occupied Bed Day	\$160.00
Maintenance - Room, Board, Care, Supervision for Child Related Expenses for Welcome Center	Bed Availability	\$160.00
Maintenance - Room, Board, Care, Supervision for Child Related Expenses for Extended Foster Care Youth	Occupied Bed Day	\$132.00
Maintenance - Room, Board, Care, Supervision for Child Related Expenses for Great Oaks Village and Youth Shelter for Challenging Behavior Youth	Occupied Bed Day	\$320.00
Room, board, care, supervision, and other child related expenses for an occupied bed.	Placement Hold-Full Rate (Up to 7 Days for Baker Act, Runaway, detention)	\$160.00
Room, board, care, supervision, and other child related expenses for an occupied bed.	Placement Hold-Full Rate (Up to 7 Days for Baker Act, Runaway, detention)	\$80.00

F.1.2. Placement/Housing Options and Rate Structure for Independent Living young adults.

F.1.2.1. Continuation of or return to former foster placement/active license - (non-therapeutic): this option is preferred by the Department and CBC Lead Agency as it creates the most natural safety net for a young adult to have while they increasingly gain life experiences without the increased risk of jeopardizing their stability. If the youth decide to stay in or return to the foster home they resided at while in foster care, the board rate will be negotiated but not more than 80% of the foster board rate that was in place when the young adult resided in the home.

F.1.2.2. Included in the monthly rate for emergency shelters are funds for the child's allowance, incidentals and routine clothing purchases calculated at the following recommended minimum rates.

	Age 0-5 Years	Age 6-12 Years	Age 13 and older
Allowance	N/A	\$15.00	\$25.00
Incidentals	\$8.00	\$9.00	\$11.00
Clothing	\$35.00	\$36.00	\$43.00
TOTAL	\$43.00	\$60.00	\$79.00

F.2. FUNDING SOURCES**F.2.1. Invoice Requirements**

F.2.1.1. The Provider shall request payment monthly through submission of a properly completed and signed invoice. Invoices and all supporting documentation are due no later than the 15th day of the month following each month of service provision.

F.2.1.1.1. Supporting documentation includes:

F.2.1.1.1.1. Request for Payment (**Exhibit 2**).

F.2.1.1.1.2. Program Detail Report (**Exhibit 3**).

F.2.1.1.1.3. Performance Measure Report (**Exhibit 4**).

F.2.1.1.1.4. Monthly Placement Denial Report.

F.2.1.1.1.5. Bed Hold Authorization (**Exhibit 6**).

F.2.1.1.1.6. EPSDT Report (**Exhibit 7**).

F.2.1.1.1.7. Request for Removal (**Exhibit 8**).

F.2.1.2. The Provider shall submit a final invoice for payment no later than 30 calendar days after the expiration of this Contract or after this Contract is terminated. Failure to do so will result in a forfeiture of all right to payment and the Department shall not honor any requests submitted after the aforesaid time-period. Any payment due under the terms of this Contract may be withheld until the final reports listed in **Exhibit 5** are submitted and have been approved by the Department.

F.2.1.3. Notwithstanding the provisions of §215.422(1), F.S., the Department shall have 10 business days to inspect and approve the Request for Payment.

F.3. ALLOWABLE COSTS

F.3.1. The Provider shall request payment monthly through submission of a properly completed invoice **Exhibit 2**, within 15 calendar days, following the end of the month for which payment is being requested; and

F.3.2. Payment shall be authorized only for service units on the invoice, which are in accordance with the above list, and other terms and conditions of this contract. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by this contract.

F.3.3. The Provider shall maintain records documenting the total number of recipients and names of recipients for whom services were provided and the date(s) that the services were provided so that an audit trail documenting service provision is maintained.

F.3.4. A monthly report shall be submitted for all the children whom the Provider is submitting a request for payment, **Exhibit 3** shall be included with the invoice as supporting documentation.

F.4. RECONCILIATION REQUIREMENTS

F.4.1. The Provider shall submit on a quarterly basis, a Reconciliation Report that reports actual costs incurred by the Provider.

F.5. MEDICAID BILLING CLAUSE

F.5.1. Placement/Housing

F.5.1.1. The Department and the Provider specifically agree and acknowledge that the Medicaid Program is the payer of last resort and,

F.5.1.2. In no event shall the Provider bill the Medicaid Program for services or expenses for Medicaid recipients for which the Provider has already been paid by another liable third party;

F.5.1.3. Provider services covered under the Florida Medicaid Program for Medicaid recipients may be billed to the Medicaid Program by the Provider, unless the Provider is already being paid by any other liable third party;

F.5.1.4. Authorized Provider services to non-Medicaid recipients, or for non-Medicaid services, may only be billed to the Department, Community-Based Care Lead Agency, or any other non-Medicaid first- or third-party payer;

F.5.1.5. The Provider shall identify, and report Medicaid earnings separate from all other fees;

F.5.1.6. Medicaid Earnings cannot be used as local match;

F.5.1.7. The Provider shall ensure that Medicaid payments are accounted for in the compliance with Federal regulations; and,

F.5.1.8. In no event shall both Medicaid and the Department or CBC Lead Agency be billed for the same service.

F.6. ADDITIONAL FINANCIAL CONSEQUENCES

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

F.6.2. In addition to the financial penalties set out in Rule 65-29.001, F.A.C., for failure to comply with a requirement for corrective action or make acceptable progress, the Department shall impose financial consequences for failure to meet the performance measures as outlined in **Exhibit 10**. The Provider shall not use Department funds to pay for any assessed financial penalty.

F.6.3. Upon the Department's decision to impose financial consequences, written notification will be sent to the Provider. Notification will outline the performance measures for which financial consequences are being imposed, the Department's concerns, the amount of the financial consequence and the month the deduction will be made on the invoice. The Contract Manager will deduct the amount of the financial consequences imposed from the Provider's next invoice as specified in the written notification.

F.6.4. In the event that an extenuating circumstance beyond the control of the Provider affects the timely submission of a service unit, the Provider may request an extension of that specific due date as follows:

F.6.4.1. Extenuating circumstances will not be considered for the late submission of the final invoice.

F.6.4.2. The Provider Representative shall attest to and document the extenuating circumstance to the Department Contract Manager by the specified due date of the deliverable or service unit on Provider letterhead.

F.6.4.3. This written request shall detail the steps that the Provider has put into place to submit the required deliverable or service unit timely and provide a specific proposed due date for submission of the late deliverable or service unit.

F.6.4.4. This individual shall also detail the steps to avoid a future recurrence of such extenuating circumstance.

F.6.4.5. Submission of said attestation to the Department Contract Manager does not constitute acceptance of the attestation.

F.6.4.6. It is specifically intended by the parties that acceptance, in writing by the Department Contract Manager, of the required attestation documenting the extenuating circumstance beyond the control of the Provider, shall constitute a separate act and shall occur, if at all, within seven calendar days following receipt of the attestation.

F.6.4.7. Barring Department acceptance of extenuating circumstances beyond the control of the Provider, the Department Contract Manager shall assess financial consequences against the Provider for each performance measure not met.

F.6.4.8. Financial Consequences. If the Provider fails to meet these standards, the Department shall impose financial consequences as outlined in **Exhibit 10** If performance deficiencies are not resolved to the satisfaction of the Department within a reasonable period, not to exceed six months, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the

Department may terminate this Contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances.

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ATTACHMENT 1**COST ANALYSIS**

Line-Item Budget Category	Amount	% Allocated to this Agreement	Allowable	Reasonable	Necessary
Salaries					
Fringe Benefits					
Equipment					
Utilities					
Travel					
Miscellaneous					
Indirect Cost-Overhead					
Total					

CERTIFICATION

I certify that the cost for each line-item budget category has been evaluated and determined to be allowable, reasonable, and necessary. Documentation is on file evidencing the methodology used and the conclusions reached.

Name: _____

Signature: _____

Title: _____

Date: _____

ATTACHMENT 2

Attachment 2 Residential Group Care Payment Request						
Provider Name:			Contract #:			
Service Month:						
Number of Licensed & Contracted Beds for Referred Children						
Bed Day Utiliation Type	Number of Bed Days		Unit Rate	Total Expenditures		
GOV and Youth Shelter	0		\$ 160.00	\$ -		
Single Occupancy of Double-Bed Room (Challenging Behavior)	0		\$ 320.00	\$ -		
Placement Hold-Full Rate (Up to 7 Days for Baker Act/Runaway/Incarceration)	0		\$ 160.00	\$ -		
Placement Hold-Partial Rate (Visitation, Hospitalization, or Baker Act/Runaway/Incarceration After 7 Da	0		\$ 80.00	\$ -		
Welcome Center	0		\$ 160.00	\$ -		
Extended Foster Care	0		\$ 132.00	\$ -		
Total Payment Amount				\$ -		
Financial Consequences						
Licensed Placement Denial (Due to Staffing Levels)	0		\$ -	\$ -		
Licensed Lack of Waitlist Utilization	0		\$ 80.00	\$ -		
Adjusted Total Payment Amount				\$ -		
Certification and Approval: By signing, the provider certifies that the expenses were incurred in the identified Service Month and are allowable and accurate.						
Typed Name:		Signature:				
Date:		Title:				
DCF Approval (Contract Manager):						
Typed Name:			Invoice:			
Signature:			Date Invoice Recd:			
			Date Goods/Services Provide			
Title:			Date Inspected/Approved:			
Date:			Vendor ID:			Object Code:
For DCF Financial Use Only:						
Funding Source	DCF OCA	EO	Org Code	Total Expenditures		
BE: 60910310, Reg Residential Group Care	NA000			\$ -		
BE: 60910310, Reg Residential Group Care-Est.Foster Care	NAEXT			\$ -		
				\$ -		

ATTACHMENT 3

Program Detail Report

[illegible]

ATTACHMENT 4

PERFORMANCE MEASURE COMPLIANCE REPORT

The Department may impose financial consequences for cause if the Department has accepted a Corrective Action Plan as defined in ATTACHMENT 10, and (i) Provider fails to achieve the Performance Measures during the 90 day period allotted for compliance pursuant to a Corrective Action Plan, measured as of the completion of such 90 day period, (ii) Provider fails to achieve the Performance Measures any time after such 90 day period, or (iii) Provider fails to operate in compliance with the Corrective Action Plan.

Reporting Month/Day/Year:

#	Performance Measure	Collection Methodology	Frequency	Compliance Percentage (N/D)	Financial Consequences (FC)	FC Applied Y/N
1	100% of any incidence of abuse or neglect shall be reported to the Florida Abuse Hotline immediately upon Provider or staff knowledge.	The Provider will provide a log of staff and/or volunteers who have a verified abuse report.	Monthly		Assessed in accordance with Attachment 10	
2	Upon notification of a safety concern against a Provider employee, the Provider shall take immediate remedial steps to ensure the on-going safety of each child in the Provider's facility 100% of the time.	The Provider will provide a log of staff and/or volunteers who have a verified abuse report.	Monthly		Assessed in accordance with Attachment 10	
3	80% of children will have no episodes of running away.	The Provider shall submit the Monthly Denial Log.	Monthly		Assessed in accordance with Attachment 10	
4	100% of children in residential group care and emergency shelter will be enrolled in school within five (5) days.	All children (unduplicated) to be counted from previous quarter.	Monthly		Assessed in accordance with Attachment 10	
5	100% of children will have a scheduled Child Health Check Up/EPSTD.	All children (unduplicated) to be counted from previous quarter.	Monthly		Assessed in accordance with Attachment10	
6	80% of children will have no episodes of running away.	All children (unduplicated) to be counted from previous quarter.	Quarterly		Assessed in accordance with Attachment 10	
7	85% of children shall not be disrupted from current placement, unless due to a child safety related issue as outlined in §39.4022, F.S.	All children (unduplicated) to be counted from previous quarter.	Quarterly		Assessed in accordance with Attachment10	
8	Inability to maintain appropriate staffing ratios pursuant to 65C-46 F.A.C. for more than 60 consecutive days shall result in a financial penalty.	All children (unduplicated) to be counted from previous quarter.	Quarterly		Assessed in accordance with Exhibit 10	

9	95% percent of all children admitted to a Baker Act facility shall be readmitted to the Provider program pursuant to the terms outlined in B.5.5.	All children (unduplicated) to be counted from previous quarter.	Quarterly		Assessed in accordance with Exhibit 10	
10	85% of released residents will receive an aftercare follow-up at 30 and 60 days.	All children (unduplicated) to be counted from previous quarter .	Quarterly		Assessed in accordance with Exhibit 10	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the contract award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise.

Name: _____

Signature: _____

Title: _____

Date: _____

ATTACHMENT 5

REPORTS				
#	Title	Due Date	# Copies	Contents
1	Request for Payment	On the 15th day following the previous month of service.	1 Electronic	Attachment 2
2	Program Detail Report	On the 15th day following the previous month of service.	1 Electronic	Attachment 3
3	Performance Measure Report	On the 15th day following the previous month of service.	1 Electronic	Attachment 4
4	Reconciliation Report	On the 15th day following the previous quarter of service.	1 Electronic	Outlined in F.4.
5	Line-Item Budget and Budget Narrative	Annually on August 15	1 electronic copy	
6	EPSDT Report	Fifteen (15) calendar Days following the end of the month	1 electronic copy	Attachment 7
7	GOV Bed Hold Authorization	Fifteen (15) calendar Days following the end of the month	1 electronic copy	Attachment 6
8	Monthly Placement Denial Report C.4.2.5.	Fifteen (15) calendar Days following the end of the month	1 electronic copy	The Provider shall submit a monthly report showing compliance with approved denial criteria.
9	Request for Removal	Fifteen (15) calendar Days following the end of the month	1 electronic copy	Attachment 8

ATTACHMENT 6

Authorization to Hold Bed

Procedure: DCF authorizes three days automatic bed holds for runaways and up to 21 days for the following situations: extended hospitalization, extended court ordered visits, detainment in the detention center, or court ordered admission into a substance abuse facility. The Department shall not be charged for the additional absent days unless the Provider obtains written approval from the Department or contracted CBC Lead Agency using form Attachment 6 Authorization to Hold a Bed within 24 hours of occurrence of incident. The form is to be emailed to the CBC Lead Agency for approval within twenty-four (24) hours of submission. A copy of all approved bed hold request forms must be submitted with the Provider's monthly invoice and a copy maintained in the child's case file.

Date of Request: _____

County of Origin/Jurisdiction:

- | | |
|-----------------------------------|----------------------------------|
| <input type="checkbox"/> Orange | <input type="checkbox"/> Osceola |
| <input type="checkbox"/> Seminole | <input type="checkbox"/> Brevard |

Name of Child: _____ D.O.B. _____ CMA: _____

Reason for Absence:

- | | |
|--|---|
| <input type="checkbox"/> Runaway/Elopement | <input type="checkbox"/> DJJ/Arrest |
| <input type="checkbox"/> Baker Act | <input type="checkbox"/> Court Ordered Visitation |
| <input type="checkbox"/> Hospitalization | <input type="checkbox"/> Substance Abuse Treatment Center (court-ordered) |

Date(s) of child's absence automatically authorized: _____

(3 days automatic for runaway/elopement and up to 21 days for the following situations: extended hospitalization, extended court ordered visits, detainment in the detention center, or court ordered admission into a substance abuse facility)

Dates(s) of additional days beyond the automatic authorization to be approved: _____

Name of GOV staff submitting Bed Hold request: _____

GOV Staff Contact Information: _____

_____"By submitting this bed hold request, I am confirming that the child will be accepted back into this facility/placement."

To be Completed by CBC Lead Agency		
Approved for following dates		
Approved Rate		
Denied for the following reason		
Printed Name of CBC Lead Agency Representative		Date:
Signature of CBC Lead Agency Representative		Date

ATTACHMENT 8
Request for Removal

30-Day Notice _____ **72-Hour Notice** _____

Date of removal: _____

Name of Provider requesting removal: _____

Name of Child: _____ Date of Birth: _____

Social Security: _____ Date of Admission: _____

Dependency Case Manager: _____ Telephone Number: _____

CMA: _____ County: _____

- 1. Reason for removal (description of behavior i.e.: child is exhibiting, dangers to other clients, staff, etc.). Provider may attach copies of Behavioral/Informational and/or Incident Reports. Request based on: _____
- 2. Date Child/youth started exhibiting behaviors: _____
- 3. Date(s) of Placement Stabilization Staffing: _____
- 4. Services Provided to assist with stabilization and date(s): _____
- 5. Requested date of child's removal: _____
- 6. Date report sent to Dependency Case Manager: _____
- 7. Date report sent to Placement Unit Supervisor: _____

Print Name of Case Worker	Signature	Date
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Print Name of Great Oaks Village Manager	Signature	Date
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ATTACHMENT 9 FINANCIAL COMPLIANCE

The administration of resources awarded by the Department to the Provider may be subject to audits as described in this Attachment.

1. MONITORING

1.1. In addition to reviews of audits conducted in accordance with 2 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. Monitoring or oversight reviews include 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 Provider shall comply and cooperate with any monitoring or oversight reviews deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Provider is appropriate, the Provider shall comply with any additional instructions provided by the Department regarding such audit. The Provider shall comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's Inspector General, the state's Chief Financial Officer or the Auditor General.

2. AUDITS

2.1. Part I: Federal Requirements

2.1.1. This part is applicable if the Provider is a state or local government, or a nonprofit organization as defined in 2 CFR §§200.500-200.521.

2.1.2. In the event the Provider expends \$750,000 (\$1,000,000 for fiscal years beginning on or after October 1, 2024) or more in federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§200.500-200.521. The Provider shall provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the Provider expends less than \$750,000 (\$1,000,000 for fiscal years beginning on or after October 1, 2024) in federal awards during its fiscal year, the Provider shall provide certification to the Department's Single Audit Unit and Contract Manager that a single audit was not required. If the Provider elects to have an audit that is not required by these provisions, the cost of the audit must be paid from non-federal resources. In determining the federal awards expended during its fiscal year, the Provider 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 shall be in accordance with guidelines established by 2 CFR §§200.500-200.521. An audit of the Provider 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 Provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

2.1.3. The audit's schedule of expenditures shall disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The audit's financial statements shall 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.

2.2. Part II: State Requirements

2.2.1. This part is applicable if the Provider is a non-state entity as defined by §215.97(2), F.S.

2.2.2. In the event the Provider expends \$750,000 or more in state financial assistance during its fiscal year, the Provider must have a state single or project-specific audit conducted in accordance with

§215.97, F.S.; 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 Provider shall provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the Provider expends less than \$750,000 in state financial assistance during its fiscal year, the Provider shall provide certification to the Department's Single Audit Unit and Contract Manager that a single audit was not required. If the Provider elects to have an audit that is not required by these provisions, the cost of the audit must be paid from non-state resources. In determining the state financial assistance expended during its fiscal year, the Provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

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

2.2.4. The audit's schedule of expenditures shall disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The audit's financial statements shall 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.

2.3. Part III: Report Submission

2.3.1. Audit reporting packages (including management letters, if issued) required pursuant to this agreement shall be submitted to the Department within 30 (federal) or 45 (state) days of the Provider's receipt of the audit report or within nine months after the end of the Provider's audit period, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

2.3.1.1. The Contract Manager.

2.3.1.2. Department of Children & Families, Office of the Inspector General, Single Audit Unit
HQW.IG.Single.Audit@myflfamilies.com.

2.3.1.3. Reporting packages required by **Part I** of this attachment Exhibit shall be submitted, when required by 2 CFR §200.512 (d), by or on behalf of the Provider directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System, located at: <https://www.fac.gov/>, and other federal agencies and pass-through entities in accordance with 2 CFR §200.512.

2.3.1.4. Reporting packages required by **Part II** of this agreement shall be submitted by or on behalf of the Provider directly to the state Auditor General (one paper copy and one electronic copy) at:

Auditor General
Local Government Audits/251
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
flaudgen_localgovt@aud.state.fl.us.

The Auditor General's website (<https://flauditor.gov>) provides instructions for filing an electronic copy of a financial reporting package.

2.3.2. When submitting reporting 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, the Provider shall include correspondence from the auditor indicating the date the audit report package was delivered to the Provider. 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.

2.3.3. Certifications that audits were not required shall be submitted within 90 days of the end of the Provider's audit period.

2.3.4. Any other reports and information required to be submitted to the Department pursuant to this attachment shall be done so timely.

2.4. Record Retention

The Provider 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 Provider 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.

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EXHIBIT 10 CORRECTIVE ACTION PLAN (CAP) PROCESS

PART 1 – CAP PROCESS

The Department articulates findings in a Notice of Findings and Corrective Action Plan Request sent to the Provider. The Provider shall submit a CAP within 30 days to address non-compliant findings.

Upon receipt, the Department reviews the CAP. If accepted, the Department sends a Letter of Acceptance to the Provider, and the CAP development process is complete.

The Department and Provider will discuss CAP progress on a minimum of a monthly basis to ensure adequate and timely resolution of deficiencies.

PART 2 – FAILURE TO RESPOND TIMELY

A failure to respond to a Notice of Findings and Corrective Action Plan Request timely will result in the following:

First violation: a Notice of Violation shall be sent by the Department to the Provider. The Notification shall request the CAP within 5 days, along with an explanation for delay.

Financial consequences shall be assessed by the Department for subsequent violations.

PART 3 – UNACCEPTABLE CAP RESPONSE

An unacceptable CAP submission will result in the following:

First Violation: a Notice of CAP Deficiency letter shall be sent by the Department to the Provider. The Notification shall specify the deficiency and the timeframe for resubmission shall be within 15 days.

Financial consequences shall be assessed by the Department for subsequent violations.

PART 4 – FINANCIAL CONSEQUENCES OF CAPS

Unless the Department determines that extenuating circumstances exist, the Provider's failure to comply timely or adequately with CAP requirements shall result in the imposition of financial consequences up to \$500.00 per occurrence:

1. The provision of performance measures not having a direct effect on client health and safety; or
2. unacceptable performance of direct and/or administrative tasks

The Department shall deduct the amount of the financial consequence from future invoices submitted by the Provider.

No amount of financial consequence shall form the basis of any reduction in the provision of services by the Provider.

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