




Interoffice Memorandum

June 6, 2019

AGENDA ITEM

TO: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

THRU: Lonnie C. Bell, Jr., Director 
Community and Family Services Department

FROM: Tracy Salem, Manager
Youth and Family Services Division

CONTACT: Keith Yannessa, Sr. Contract Administrator
(407) 836-6521

SUBJECT: **Consent Agenda Item – June 18, 2019**
Approval of Contract No. OROS016-1920 for Provision of Family Preservation and Stabilization Program between Embrace Families and Orange County

On June 6, 2017, the Board approved the fiscal year 2017 contract with Community Based Care of Central Florida (CBCCF), now known as Embrace Families Community Based Care, Inc., the lead agency for child welfare services in Circuits 9 and 18. Contract No. OROS016-1718 has had four amendments and was extended to June 30, 2019. The contract provided services for the Family Preservation and Stabilization Program. For the 2019/20 fiscal year, Embrace Families is requesting a contract in the amount of \$458,141.04. This is a new contract with one 12-month renewal.

The contract with Embrace Families provides funding for services offered to families whose children are at risk of removal from the home due to abuse, neglect, and/or abandonment. These services are also provided to families whose children have been removed from the home and assistance is needed in expediting reunification with the family. The match requirement of 25% will be covered by Orange County through current program support salaries and in-kind contributions. There is no direct cost to the County.

The contract has been reviewed and approved by the County Attorney's Office and Risk Management.

ACTION REQUESTED: Approval and execution of (1) Embrace Families Community Based Care Standard Contract No. OROS016-1920 between Embrace Families Community Based Care, Inc. and Orange County, Florida for Family Preservation and Stabilization Program in the amount of \$458,141.04 for the period of July 1, 2019 through June 30, 2020; (2) Certification Regarding Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements; (3) Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts; (4) Affidavit; (5) State and Federal Single Audit Act Certification of Exemption; (6) HIPAA Business Associate Agreement; and (7) Certification of Adequate Insurance Coverage; and authorization for the County Mayor or designee to approve any increases, decreases, or amendments to this contract. There is a 25% match requirement to be covered by current program support salaries and in-kind contributions. (Youth and Family Services Division)

KY:jam

C: Randy Singh, Deputy County Administrator
Yolanda Brown, Fiscal Manager, Community and Family Services Division
Jamille Clemens, Grants Supervisor, Finance Division
Joyel Searight, Sr. Program Manager, Youth and Family Services Division

BCC Mtg. Date: June 18, 2019



THIS NETWORK PROVIDER CONTRACT is entered into between **Embrace Families Community Based Care, Inc.**, hereinafter referred to as "Embrace Families CBC", the Lead Agency for child welfare services in Circuit 09 and 18, Orange, Osceola and Seminole Counties, and **Orange County, Florida, a chartered county and political subdivision of the State of Florida** (hereinafter referred to as "Network Provider").

RECITALS

WHEREAS, Embrace Families CBC has entered into a contract with the Florida Department of Children and Families (hereinafter referred to as "DCF"), relating to the administration and delivery of protective services, supervision and child welfare services to children and families who are referred to Embrace Families CBC by the Department of Children and Families (hereinafter referred to as "DCF"),

WHEREAS, Embrace Families CBC is responsible for providing and coordinating all services for children and their families with multiple needs who are under the supervision of Embrace Families CBC and are served by multiple Network Providers; **WHEREAS**, Network Provider is in the business of delivering quality child welfare services; and **WHEREAS**, Embrace Families CBC and Network Provider mutually desire that Network Provider deliver child welfare services to Clients (as defined below) in a cost-effective manner consistent with quality care.

NOW THEREFORE, in consideration of the mutual undertakings and contracts hereinafter set forth, Embrace Families CBC and Network Provider agree as follows:

ARTICLE I: Authority

- 1.1 Section 409.986 and 988, F.S., authorizes the Florida Department of Children and Families (DCF) to contract for community-based child welfare services, designating the contractor as an authorized agent of the state when performing child welfare functions. Embrace Families CBC (formerly Community Based Care of Central Florida) is the contracted Network Provider of child welfare services in accordance with this statute.

ARTICLE II: Duties of Network Provider

- 2.1 Network Provider agrees:
- (a) To provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document. Such Services will be performed in a professional manner in accordance with applicable professional standards and will be provided in a manner consistent with applicable laws, rules, regulations, certification standards and licensing standards. The Network Provider shall not be held responsible for non-compliance with the Contract terms where an authorized agent of Embrace Families CBC has waived compliance in writing.

- (b) To modify its Services to meet the needs of any particular Client prior to considering an unsuccessful discharge of such Client. Network Provider acknowledges that the goal of Embrace Families CBC is to promote flexibility and specialization of treatment on an individual Client basis. Network Provider shall assist Embrace Families CBC in striving to attain this goal as well as to assist Embrace Families CBC, on a system-wide basis, in identifying and developing new services to meet the needs of Clients.
- (c) To comply with all federal, state, local laws, rules and regulations relating to its performance under this Contract including but not limited to those related to investigations of child abuse/neglect, case/treatment planning and plans of care, placing Clients in substitute care, risk assessments, safety planning for Clients, administrative reviews, supportive services, residential treatment, foster care, adoption services, mental health services, mental retardation/developmental disabilities services, alcohol/drug addiction services, and Juvenile Court rules of procedure. Network Provider shall comply with all revisions, amendments, modifications and additions to federal, state and local laws and rules related to subjects identified in this Section 2.1(c). Network Providers outside of the state of Florida shall comply with provisions of Florida law regarding these subjects.
- (d) Embrace Families CBC and the Network Provider have an obligation to provide the highest quality customer service to our children, teens, young adults, their families and caregivers, internal staff, DCF, Guardian Ad Litem and Dependency Court partners, and to the greater community. Embrace Families CBC welcomes the Network Provider and their staff to become active participants in our Embrace Families CBC Customer Service Values & Principles initiative as an important next step to our CREST culture. Under this new initiative, Embrace Families CBC will highlight seven "Service Principles" to increase our joint focus on the importance of providing quality customer service as part of our daily interaction and communication with one another and our clients. Examples of these principles include proper meeting etiquette, returning phone calls and emails timely and providing out of office replies on voice mail and emails. The Network Provider is requested to provide Embrace Families CBC ongoing feedback about our system of care, customer service principles and any other suggestions at <http://www.embracefamilies.org>.

2.2 Governing Law:

- (a) If this Contract contains federal funds, the Network Provider shall comply with the provisions of 45 CFR Part 75 and 92, the Federal Uniform Grant Guidance and other applicable regulations.
- (b) If this Contract contains federal funds and is over \$100,000, the Network Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. 7401 et seq.), section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 30). The Network Provider shall report any violations of the above to Embrace Families CBC.
- (c) No federal funds received in connection with this contract may be used by the Network Provider, or agent acting for the Network Provider, to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the Network Provider must, prior to contract execution, complete the Certification Regarding Lobbying form. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Network Support Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Network Support Manager or designee, prior to payment under this contract.

- (d) Unauthorized aliens shall not be employed. Embrace Families CBC shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1324a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by Embrace Families CBC. The Network Provider and its subcontractors will enroll in and use the e-Verify system established by U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. "Employee assigned to the contract" means all persons employed or assigned (including subcontractors) by the Network Provider or a subcontractor during the contract term to perform work pursuant to this contract with the United States and its territories.
- (e) If this contract contains \$10,000 or more of federal funds, the Network Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR, Part 60. [45 CFR Part 75]
- (f) If this contract contains federal funds and provides services to children up to age 18, the Network Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity, or both. This clause is applicable to all approved subcontracts.
- (g) If this contract is with a sub-recipient of federal financial assistance, the Network Provider shall comply with Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (also known as the "Super Circular"), Code of Federal Regulations Title 2, Part 200 (2 CFR, Part 200).
- (h) The Network Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a State agency.
- (i) The Network Provider shall comply with the Federal Funding Accountability and Transparency Act (FFATA) 2006 and the Digital Accountability and Transparency Act (DATA) 2014 requiring full disclosure to the public of all entities or organizations receiving federal funds.
- (j) The Network Provider will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Contract includes \$30, 000 or more in Federal funds (as determined over its entire term). The Network Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds and receives more than \$25 million in total federal funding.
- (k) State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 741.3165 and 916.107, F.S. Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. 2020(e) (8), 42 U.S.C. 602 and 2 CFR 200.303 and 2 CFR 200.337, 7 CFR 272.1(c), 42 CFR 2.1-2.3, 42 CFR 431.300-306, 45 CFR 205. A summary of Florida Statues providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

2.3 Scrutinized Companies

If this Contract is for an amount of \$1 Million or more, Embrace Families CBC may terminate this contract at any time the Network Provider is found to have submitted a false certification under section 287.134, F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

2.4 Service Documentation:

The Network Provider shall provide accurate documentation to Embrace Families CBC regarding services provided to Clients according to requirements outlined in **Attachment I** of this contract.

2.5 Records, Retention, Audits, Inspections and Investigations:

- (a) The Network Provider shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by Embrace Families CBC or DCF under this contract.
- (b) The Network Provider shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on terms of this contract, at no additional cost to Embrace Families CBC or DCF.
- (c) Upon demand, at no additional cost to Embrace Families CBC or DCF, the Network Provider will facilitate the duplication and transfer of any records or documents during the required retention period in Section 2.4 (b).
- (d) 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 Embrace Families CBC or DCF.
- (e) At all reasonable times for as long as records are maintained, persons duly authorized by Embrace Families CBC, DCF, State and Federal auditors, pursuant to 45 CFR, Section 92.36(i)(10), shall be allowed full access to and the right to examine any of the Network Provider contracts and related records and documents, regardless of the form in which kept.
- (f) The Network Provider will provide a financial and compliance audit to Embrace Families CBC as specified in **Exhibit G** and ensure that all related party transactions are disclosed to the auditor.
- (g) The Network Provider shall comply and cooperate immediately with any inspections, reviews, investigations or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.). The Network Provider shall permit access to facilities, goods, and services by persons duly authorized by the Department and Embrace Families CBC.
- (h) No record may be withheld nor may the Network Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature.

2.6 Public Records:

As required by section 119.0701, F.S. to the extent that the Network Provider is working on behalf of Embrace Families CBC with the meaning of section 119.011(2), F.S., the Network Provider shall:

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

2.7 Client Information

The Network Provider shall not use or disclose any information concerning a recipient of services under this Contract for any purpose prohibited by state and federal laws, rules and regulations except with the written consent of a person legally authorized to give that consent or when authorized by law. In compliance with 45 CFR s. 164.504(e), the Network Provider shall comply with the provisions of Exhibit H, HIPAA Business Associate Agreement, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained or transmitted by the Network Provider or its subcontractors incidental to Network Provider's performance of this contract.

2.8 Monitoring:

The Network Provider shall permit Embrace Families CBC, DCF or any persons duly authorized by the Department, to inspect any records, papers, documents, facilities, goods, and services of the Network Provider that are relevant to this contract, and to interview any clients and subcontractor employees of the Network Provider to assure Embrace Families CBC and DCF of the satisfactory performance of the terms and conditions of this contract. Following such review, Embrace Families CBC or DCF shall deliver to the Network Provider a written report of its findings and recommendations. The Network Provider hereby agrees, when applicable, to develop and implement a plan to correct all noted deficiencies identified by Embrace Families CBC or DCF within the specified period of time set forth in the approved plan.

Annually, Embrace Families CBC shall conduct a Risk Assessment of all contracted formal network providers. Based on the assessment results, Embrace Families CBC shall conduct on-site monitoring of network providers rated as high risk annually, medium risk every two years, and low risk every three years. However, any provider and any contract may be monitored by Embrace Families CBC at any time.

As lead agency in Orange, Osceola and Seminole Counties, Embrace Families CBC shall be the primary holder of this contract for services rendered under the terms and conditions of this contract since Network Provider's agency/facility/program residence is in Orange/Osceola/ and Seminole Counties. When applicable, other lead CBC's shall utilize Network Provider for these same services and shall utilize Embrace Families CBC monitoring report(s) in lieu of conducting a separate monitoring by their agency of Network Provider.

2.9 Financial Penalties for Failures to Comply with Requirement for Corrective Action:

- (a) The Network provider will contribute to Embrace Families CBC meeting the performance standards established pursuant to the child welfare results-oriented accountability system required by s. 409.997, 287.058(1)(h) and 215.971(1)(c), F.S.

- (b) Corrective Action Plans may be required for noncompliance, nonperformance, or unacceptable performance under the contract. Embrace Families CBC may choose to impose penalties for failure to implement or to make acceptable progress on such corrective action plans.
- (c) The increments of penalty imposition that shall apply, unless Embrace Families CBC determines that extenuating circumstances exist, shall be based upon severity of the noncompliance, nonperformance or unacceptable performance that generated the need for the corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payment during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
- (d) Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.
- (e) The deadline for payment shall be stated in the Order imposing the financial penalties. In the event of nonpayment Embrace Families CBC may deduct the amount of the penalty from invoices submitted by the Network Provider.

2.10 Transportation:

The Network Provider agrees that any employee, agent, independent contractor, volunteer or student who transports Clients and/or their family members will have a current, valid driver's license and, if using his or her own private vehicle to transport Clients, will have the appropriate automobile liability insurance. The Network Provider shall have automobile insurance for vehicles the Network Providers owns or leases. All applicable automobile insurance policies shall have a limit of not less than one hundred thousand dollars (\$100,000.00) per claim and three hundred thousand dollars (\$300,000.00) in the annual aggregate.

2.11 Insurance

The Network Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof as specified in **Exhibit I**. With the exception of a state agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Network Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Network Provider and the clients to be served under this Contract. The limits of coverage under each policy maintained by the Network Provider do not limit the Network Provider's liability and obligations under this Contract. Upon the execution of this Contract, the Network Provider shall furnish Embrace Families CBC and DCF written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to expiration or cancellation. Embrace Families CBC reserves the right to require additional insurance as specified in this contract. The Network Provider shall comply with any and all changes or revisions to insurance requirements set forth by Embrace Families CBC and the Department of Children and Families, State of Florida.

2.12 Confidentiality:

Network Provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state statutes and federal law or regulations (45 CFR, Part 205.50), except upon written consent of the recipient, or the responsible parent or guardian when authorized by law.

2.13 Assignments and Subcontracts:

- (a) The Network Provider will neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval from Embrace Families CBC Network Support Manager or DCF. Any sublicense, assignment, or transfer otherwise occurring, without prior approval of Embrace Families CBC or DCF, shall be null and void.
- (b) The Network Provider will be responsible for all work performed and expenses incurred with the project. If Embrace Families CBC or DCF permits the Network Provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the Network Provider that all such subcontract arrangements shall be evidenced by a written document subject to prior review and approval by Embrace Families CBC or DCF. Such review of the written subcontract document by Embrace Families CBC or DCF will be limited to a determination of whether or not subcontracting is permissible and the inclusion of applicable terms and conditions of this contract. The Network Provider further agrees that Embrace Families CBC or DCF shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the Network Provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Network Provider, at its expense, will defend the Embrace Families CBC and DCF against such claims.
- (c) Subcontractor shall not represent to others that it is an agent of Embrace Families CBC, DCF, and has no authority to bind Embrace Families CBC or DCF by virtue of the subcontract, unless permitted in writing

2.14 Client Risk Prevention and Incident Reporting:

- (a) The Network Provider shall, in accordance with the client risk prevention system, report those reportable incidents listed in DCF CFOP 215-6 in the manner prescribed in CFOP 215-6.
- (b) The Network Provider shall immediately report 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 (1-800-96-ABUSE). As required by Chapters 39 and 415 F.S., this provision is binding upon both the Network Provider and its employees.
- (c) The Network Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Network Provider, and of any subcontractor, providing services in connection with this contract who has any knowledge of a reportable incident shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Embrace Families CBC Contract Manager; and 2) other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml> or by completing a Notification/Investigation Request (form CF 1934) and emailing the request to the Office of Inspector General at ig_complaints@myflfamilies.com. The Network Provider may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428. A reportable incident is defined in DCF CFOP 180-4, which can be obtained from the Embrace Families CBC Network Support Department or at www.dcf.state.fl.us/admin/publications/policies.shtml.

2.15 Civil Rights Requirements:

- (a) In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the provider shall not discriminate against any employee (or applicant for employment) in the performance of this contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR 80, 83, 84, 90, and 91, Title VII of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, sub grantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.
- (b) Complete the Civil Rights Compliance Checklist, CF Form 946 in accordance with CFOP 60-16 and 45 CFR 80. This is required of all providers that have fifteen (15) or more employees.
- (c) Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for Category Two (\$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2.16 Employment Eligibility and Verification

- (a) The Network Provider shall enroll as a provider/grantee in the E-Verify program within 30 calendar days of contract award. Information on registration for and use of the E-verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (b) Within 90 days of enrollment in the E-Verify program, the Network Provider shall begin to use E-Verify to initiate verification of employment eligibility. All new employees assigned by the network provider to perform work pursuant to the contract with Embrace Families CBC shall be verified as employment eligible within 3 business days after the date of hire;
- (c) The Network Provider shall comply, for the period of this contract, with the requirement of the E-Verify program enrollment.
 - (1) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Network Provider's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such case, the Network Provider will be referred to a DHS or SSA suspension or debarment official.

- (2) During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the Network Provider is excused from its obligations under paragraph (b). If the suspension or debarment official determines not to suspend or debar the Network Provider then the provider must reenroll in E-Verify.
- (d) Documentation of the use of the E-Verify system will be maintained in the employee's personnel file.

2.17 Conviction of Offense:

- (a) The Network Provider represents and warrants that Network Provider, its employees, agents and independent contractors who provide direct care to Clients have never been convicted of, nor entered a plea of guilty or nolo contendere (no contest) to, any criminal charge described in subparagraph (c) below, nor have ever been disciplined in any manner by an licensing agency or professional board or organization for professional incompetence or misconduct. Network Provider agrees, and will require each of such employees, agents and independent contractors, and each of its volunteers and students, to authorize Embrace Families CBC to review background check documentation for criminal offenses, licensing violations, case dispositions and adjudications of abuse and/or neglect by Network Provider and by all its agents, employees, independent contractors, volunteers, and students used by Network Provider to provide Services.
- (b) The Network Provider shall ensure all staff utilized by the Network Provider and its subcontractors that are required by Florida law to be screened in accordance in Chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include, but not be limited, to:
 - (1) Employment history checks
 - (2) Fingerprinting for all criminal record checks
 - (3) Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE)
 - (4) Federal criminal record checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement
 - (5) Security background investigation, which may include local criminal record checks through local law enforcement agencies
 - (6) Attestation by each employee, subject to penalty or perjury, to meeting the requirements for qualifying for employment pursuant to Chapter 435 and agreeing to inform the employer immediately if arrested for any for the disqualifying offenses while employed by the employer.

The Network Provider shall sign and affidavit each state fiscal year for the term of the contract stating that all required staff have been screened or the Network Provider is awaiting results of screening.
- (c) The Network Provider shall maintain detailed written policies and procedures regarding recruitment practices, screening procedures, reference and law enforcement checks, and training methods for employees, agents, independent contractors, volunteers and students. The Network Provider shall provide regular supervision of its volunteers and students by its paid staff, including a minimum of one supervisory conference per month with each volunteer and student, as well as daily availability of staff for telephone contact by volunteers and students.

- (d) The Network Provider shall conduct a reference check of any current or former DCF, CBC Lead Agency or subcontractor employee who applies and is being considered for employment prior to the appointment of the individual. The reference check will be documented in writing and maintained in the employee's personnel file. DCF, CBC Lead Agency or its subcontractors will not give or accept a neutral reference for any current or former employee of the DCF, CBC Lead Agency or its subcontractor's employment with the Network Provider.
- (e) The Network Provider shall conduct a search on individuals being considered for employment who have previously worked for DCF, CBC Lead Agency, or Contract Provider with the Office of Inspector General. The Network Provider shall use the Officer of Inspector General's Request for Reference Check form (CF 774), available at <http://www.dcf.state.fl.us/dcf/forms/Search/DCFFormSearch.aspx> to determine if the individual is or has been a subject of an investigation with the IG's Office. The request will also be submitted for employees who are being promoted, transferred or demoted within the Agency.
- (f) The Network Provider shall also establish policy to ensure immediate reporting of ethics violations. All reporting of ethics violations complaints must be submitted in writing, on The Florida Certification Board (FCB) Ethics Complaint Form, within no more than 30 calendar days of becoming aware of the allegation. The FCB Ethics Complaint Form is maintained on the FCB's website at: <https://flcertificationboard.org/wp-content/uploads/Ethical-Complaint-Form-Jan-2016.pdf>. A copy of the complaint form shall be forwarded to the Embrace Families CBC Network Support Manager to submit to the Department.

2.18 Intellectual Property:

- (a) It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to provider's performance under this contract, and the performance of all of its officers, agents and subcontractors in relation to this contract, are works for hire for the benefit of Embrace Families CBC, fully compensated for by the contract amount, and that neither the provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this contract. It is specifically agreed that Embrace Families CBC shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida. Notwithstanding the foregoing provision, if the provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.
- (b) If the Network Provider uses or delivers to the Embrace Families CBC for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.
- (b) All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract.

2.19 Data Security:

- (a) An appropriately skilled individual shall be identified by the Network Provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to Embrace Families CBC' security staff and will maintain an appropriate level of data security for the information the provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all provider employees that request or have access to any departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated provider employees. In addition, the Network Provider will provide a Single Point of Contact (SPOC) for all FSFN terminations including name, title, contact number and email. The FSFN SPOC is responsible for submitting all terminations within 24 hours of staff separation to FSFNForms@embracefamilies.org.
- (b) The Network Provider shall provide the latest Departmental security awareness training to its staff and subcontractors who have access to departmental information.
- (c) All Network Provider employees who have access to departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the Network Support Department.
- (d) The Network Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the provider shall assure that unencrypted personal and confidential departmental data will not be stored on unencrypted storage devices. The Network Provider shall require the same of all subcontractors.
- (e) The Network Provider agrees to notify the Embrace Families CBC Network Support Department as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data. The Network Provider shall require the same notification requirements of all subcontractors.
- (f) The Network Provider shall at its own cost provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data provided in section 817.5681, F.S. The Network Provider shall require the same notification requirements of all subcontractors. The Network Provider shall also at its own cost implement measures deemed appropriate by Embrace Families CBC and DCF to avoid or mitigate potential injury to any person due to a security breach or potential breach of personal and confidential departmental data.

2.20 Accreditation:

Embrace Families CBC is committed to ensuring provision of the highest quality services to persons we serve. Accordingly, Embrace Families CBC has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of our Network Providers will either be accredited, have a plan to meet national accreditation standards, or will initiate one within a reasonable period of time.

If the Network Provider is accredited, Embrace Families CBC may not routinely perform administrative and programmatic monitoring of requirements that are specifically and distinctly addressed by the accreditation standards of the Joint Commission on Accreditation of Healthcare Organizations, the Council on Accreditation, the Commission on Accreditation of Rehabilitation Facilities or any other nationally recognized accreditation body. However, Embrace Families CBC reserves the right to monitor any provider at any time.

2.21 Testimony:

The Network Provider shall provide, without additional compensation, as a normal and necessary part of the Services to be performed under this Contract, expert and/or other testimony, including provision of written reports, records and/or exhibits, at the request of the Embrace Families CBC, DCF or other courts as indicated periodically.

2.22 Transition Activities:

Continuity of service is critical when service under this contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this contract, the Network Provider shall complete all actions necessary to smoothly transition service to the new provider. The Network Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this contract and shall support the requirements for transition as specified in an Embrace Families CBC approved Transition Plan. Such activities will be without additional compensation and will include consultation on the resources needed to support transition, identifying a transition manager, the characteristics of transactions, data and file transfer.

2.23 Health Insurance Portability and Accountability Act:

Where applicable, the Network Provider will comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320 d.) as well as all regulations promulgated there under (45 CFR Parts 160, 162 and 164).

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

2.24 Emergency Preparedness Plan:

- (a) If the tasks to be performed pursuant to this contract include the physical care and/or supervision of clients, the Network Provider shall, within thirty (30) days of the execution of this contract, submit to the Embrace Families CBC Network Support Manager or designee a current fiscal year emergency preparedness plan which shall include provisions for pre-disaster records protection, alternative accommodations for clients in substitute care, supplies and a recovery plan that will allow the Network Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term supervision includes the responsibility of Embrace Families CBC, or its contracted providers to ensure the safety, permanency and well-being of 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.
- (b) Embrace Families CBC Network Support Manager shall respond in writing within thirty (30) days of receipt of the plan if Embrace Families CBC rejects the plan and/or to request modifications of the plan, otherwise the plan shall be considered accepted by Embrace Families CBC. In the event of an emergency, Embrace Families CBC may exercise oversight authority over the Network Provider to assure implementation of agreed emergency relief provisions.
- (c) An updated emergency preparedness plan shall be submitted by the provider no later than twelve (12) months following the acceptance of an original plan or acceptance of an updated plan. Embrace Families CBC agrees to respond in writing within thirty (30) days of receipt of the updated plan, rejecting or requesting modification to the plan, otherwise the plan shall be considered accepted by Embrace Families CBC.

2.25 Whistleblower's Act Requirements:

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

2.26 Proprietary or Trade Secret Information:

- (a) Unless exempted by law, all public records are subject to public inspection any copying under Florida's Public Records Law, Chapter 119, and F.S. Any claim by the Network Provider of proprietary or trade secret confidentiality for any information contained in the Network Provider's documents (reports, deliverables, or work papers, etc., in paper or electronic form) submitted in connection with this contract will be waived, unless the claimed confidential information is submitted in accordance with the paragraph below.
- (b) The Network Provider must clearly label any portion of the documents, data or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as proprietary or trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the network provider shall include information correlating the nature of the claims to the particular protected information.
- (c) Embrace Families CBC and/or DCF when required to comply with a public records request including documents submitted by the Network Provider, may require the Network Provider, to expeditiously submit redacted copies of documents marked as confidential or trade secret in accordance with the paragraph above. Accompanying the submission shall be an updated version of the justification stated in the paragraph above, correlated specifically to redacted information. The redacted copy must exclude or obliterate only those exact portions that are claimed to be proprietary or trade secret. If the Network Provider fails to promptly submit a redacted copy and updated justification in accordance with this paragraph, Embrace Families CBC and/or DCF is authorized to produce the records sought without any redaction or proprietary or trade secret information.
- (d) Embrace Families CBC and/or DCF is not obligated to agree with the Network Provider's claim of exemption on the basis of proprietary or trade secret confidentiality and the Network Provider shall be responsible for defending its claim that each and every portion of the redactions or proprietary or trade secret information are exempt from inspection and copying under Florida's Public Records Law.

2.27 Support to the Deaf or Hard of Hearing:

The Network Provider and its subcontractors, where direct services are provided, shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. part 35 (hereinafter referred to as ADA), and the Children and Families Operating Instruction (CFOP) 60-10, Chapter 4, entitled "Auxiliary Aids and Services for Customers and Companions who are Deaf or Hard of Hearing".

- (a) If the Network Provider or any of its subcontractors employs fifteen (15) or more employees, the Network Provider shall designate a Single Point of Contact (SPOC), one per firm, to ensure effective communication with customers or companions who are deaf or hard of hearing in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Network Provider SPOC will process the compliance data into the Department's HHS Compliance reporting Database by the 5th business day following the reporting month and forward confirmation of submission to the Embrace Families CBC Network Support Manager. The name and contact information for the provider's SPOC shall be furnished to Embrace Families CBC Network Support Manager within 14 calendar days of the effective date of this requirement.
- (b) The Network Provider shall, within 30 days of the effective date of this requirement, contractually require that its partners, subcontractors and agents comply with section 504, the ADA and CFOP 60-10, Chapter 4. A SPOC shall be required for each partner, subcontractor and or agent that employs 15 or more employees. This SPOC will ensure effective communication with deaf or hard of hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Network Provider's SPOC.
- (c) The SPOC shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of Network Provider, its partners, subcontractors and agents with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.
- (d) The Network Provider's SPOC will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard of hearing customer or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by the Network Provider and its subcontractors. The approved Notice can be downloaded through the Internet at <http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters>.
- (e) The Network Provider and its partners, subcontractors, and agents shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored or denied. The Network Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion. Forms must be submitted to the Department of Children and Families Office of Civil Rights.
- (f) If customers or companions are referred to other agencies, the Network Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.
- (g) Embrace Families CBC requires each Network Provider's direct service employees to complete "Serving Our Customers who are Deaf or Hard-of-Hearing" (as requested of all Department employees) available at <http://www.dcf.state.fl.us/admin/HHStraining.shtml> and sign the Attestation of Understanding. Direct service employees will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

2.28 Notice of Legal Actions

The Network Provider shall notify Embrace Families CBC of legal actions taken against them or potential actions such as lawsuits, related to services provided through this contract or that may impact the Network Provider's ability to deliver the contractual services, or adversely impact Embrace Families CBC. Embrace Families CBC Network Support Manager will be notified within 10 days of Network Provider becoming aware of such actions or from the day of the legal filing, whichever comes first.

2.29 Anticompetitive Agreements

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

ARTICLE III: Compensation and Billing

3.1 Compensation for Services:

- (a) Embrace Families CBC' obligation to pay under this contract is contingent upon an annual appropriation by the legislature contracted to Embrace Families CBC by DCF. Funding available in this contract is for services excluding all successfully billed third party payments, including but not limited to Medicaid. Supporting documentation of aggregate third party collections shall be available at the network Provider's location, or if applicable at the network provider's subcontractor locations(s) for inspection by DCF or Embrace Families CBC.
- (b) For Services rendered to Clients in accordance with the terms of this Contract, and for fulfillment of Network Provider's other obligations under this Contract, Network Provider shall be paid for contracted services according to the terms and conditions of this contract in an amount not to exceed **\$458,141.04** or the rate schedule, subject to availability of funds. The fee schedule for such Services is outlined in **Attachment I** of this contract. Subject to Sections 3.2 and 3.3 hereof, payment to Network Provider will be made within thirty (30) days after Embrace Families CBC' receipt of a timely and properly completed and approved invoice.

3.2 Submission of Invoices:

The Network Provider shall submit an invoice to Embrace Families CBC on a monthly basis through submission of a properly completed invoice with sufficient detail for proper pre and post audit within five (5) days following the end of the month for which reimbursement is being requested. Network Provider is not obligated to use an Embrace Families CBC invoice as long as this information is provided at time of billing unless required to do so by Embrace Families CBC. An Embrace Families CBC invoice can be requested from the Network Support Manager. Embrace Families CBC shall not be obligated to make any payment to Network Provider if Network Provider does not follow Embrace Families CBC' billing procedures, unless and until necessary corrections are made by Network Provider. Where itemized payment for travel expenses is permitted, the Network Provider shall submit invoices for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this contract.

3.3 Timeliness:

Network Provider shall use its best efforts to submit within five (5) days after the end of each month all invoices for Services provided during such month. In no event, regardless of the cause or circumstance, will Embrace Families CBC, the Client, or DCF be responsible or liable for payment of any invoice submitted to Embrace Families CBC more than thirty (30) days after the end of the month in which the Services were rendered.

3.4 Invoice Denials – Corrections:

- (a) Embrace Families CBC shall provide notice to Network Provider of any invoice requiring correction or documentation, including the reason for required correction/documentation, within five (5) working days of receipt of such invoice. Network Provider shall have ten (10) days from the time of notification by Embrace Families CBC to correct problems with its invoices.
- (b) Embrace Families CBC shall maintain an administrative review process for any and all invoices submitted by the Network Provider and permanently denied for payment by Embrace Families CBC. Each request for an administrative review must be submitted in writing to Embrace Families CBC' Network Support Manager, postmarked or faxed dated within five (5) business days after Network Provider's receipt of the notice of permanent invoice denial, and will include the following information: information identifying the specific permanently denied invoice; request for an administrative review of the permanently denied invoice; reason for the request of an administrative review; and documentation supporting such reason. Failure to request an administrative review within the time allowed constitutes an irrevocable waiver of Network Provider's right to request an administrative review for the permanently denied invoice. Embrace Families CBC will conduct an administrative review of any permanently denied invoice within five (5) business days after receipt of Network Provider's request for an administrative review, and the Embrace Families CBC Network Support Manager or his or her designee shall notify Network Provider by certified mail of the decision within five (5) working days after the administrative review.

3.5 Final Invoice:

The Network Provider shall submit a final invoice to Embrace Families CBC no more than 15 days after the Contract ends or is terminated. If the Network Provider fails to do so, all rights to payment are forfeited and Embrace Families CBC will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until performance of services and all reports due from Provider and necessary adjustments thereto, have been approved by Embrace Families CBC.

3.6 Return of Funds:

The Network Provider will return to Embrace Families CBC any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract unless Embrace Families CBC authorizes a reinvestment of services by the Network Provider in lieu of repayment. In the event that the Network Provider or its independent auditor discovers that an overpayment has been made, the Network Provider shall repay Embrace Families CBC the total amount overpaid within forty (40) calendar days without prior notification from Embrace Families CBC. In the event that Embrace Families CBC first discovers an overpayment has been made, Embrace Families CBC will notify the Network Provider in writing. Should repayment not be made forthwith, Embrace Families CBC reserves the right to withhold and/or offset against any monies due the Network Provider for services. Additionally, the Network Provider will be charged at the lawful rate of interest on the outstanding balance after Embrace Families CBC notification or Network Provider discovery.

3.7 Unplanned Absences:

Embrace Families CBC will not pay the Network Provider for services not rendered due to unplanned absences, including days or times that a Client is absent due to hospitalization. Embrace Families CBC' Network Support Manager or designee shall make the final determination as to whether Services have been delivered after consultation with Network Provider.

3.8 State Policies:

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

3.9 Gratuities:

The Network Provider agrees that it will not offer to give or give any gift to any Embrace Families CBC or DCF employee. As part of consideration for this contract, the parties intend that this provision will survive the contract for a period of two (2) years.

ARTICLE IV: Term and Termination

4.1 Contract Term:

The term of this Contract shall commence as of 07/01/2019 and shall continue until 06/30/2020, unless sooner terminated pursuant to the terms of this Contract. This contract may be renewed once for the original contract term, subject to the termination provisions specified in this Contract and subject to modification of the fee schedule set forth in **Attachment I**.

4.2 Termination:

This Contract may be terminated with or without cause by either party giving thirty (30) days written notice to the other party. However, this Contract may be terminated or suspended by Embrace Families CBC without notice if Embrace Families CBC determines that Network Provider poses a risk of danger to any Client, or if Embrace Families CBC' contract with DCF is terminated. In the event that this Contract is terminated, regardless of the circumstances of termination, Network Provider shall continue to serve any Clients receiving Services from Network Provider prior to the termination notice for a maximum of 90 days after receipt of such notice in order to allow for an appropriate transition of such Clients to other Network Providers with minimum disruption in service delivery. During such transition period, Network Provider and Embrace Families CBC will continue to operate in accordance with the terms of this Contract, which shall remain in effect until all invoices are resolved and all final payments have been made to Network Provider. The provisions; Section 3.11 (Confidentiality), Section 3.17 (Records: Access, Audits, and Retention), Article VI (Mutual Indemnification) and Article VIII (Resolution of Disputes) shall survive the termination of this Contract.

ARTICLE V: Mutual Indemnification

5.1 The Network Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless DCF, Embrace Families CBC and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any alleged act or omission by the Network Provider, its agents, employees, partners, or subcontractors, provided, however, that the Network Provider shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Embrace Families CBC and DCF.

5.2 Further, the Network Provider shall, without exception, indemnify and save harmless Embrace Families CBC , DCF and its employees from any liability of any nature or kind whatsoever, including attorneys fees, costs and expenses, arising out of, relating to or involving any claim associated with any trademark, copyrighted, patented, or unpatented invention, process, trade secret or intellectual property right, information technology used or accessed by the Network Provider, or article manufactured or used by the Network Provider, its officers, agents or subcontractors in the performance of this contract or delivered to Embrace Families CBC and DCF for the use of Embrace Families CBC , DCF, its employees, agents or contractors. The Network Provider may, at its option and expense, procure for DCF, Embrace Families CBC, its employees, agents or contractors, the right to continue use of, replace, or modify the product or article to render it non-infringing. If the Network Provider is not reasonably able to modify or

otherwise secure Embrace Families CBC and DCF the right to continue using the product or article, the Network Provider shall remove the product and refund Embrace Families CBC and/or DCF the amounts paid in excess of a reasonable rental for past use. However, Embrace Families CBC shall not be liable for any royalties. The Network Provider has no liability when such claim is solely and exclusively due to Embrace Families CBC' and DCF's alteration of the product or article or Embrace Families CBC' and DCF's misuse or modification of the Network Provider's products or Embrace Families CBC' and/or DCF's operation or use of vendor's products in a manner not contemplated by this contract. The Network Provider shall provide prompt written notification to Embrace Families CBC and DCF of any claim of copyright, patent or other infringement arising from the performance of this contract.

- 5.3 If the Network Provider removes an infringing product because it is not reasonably able to modify that product or secure Embrace Families CBC and/or DCF the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that Embrace Families CBC determines to be of equal or better functionality or be liable for Embrace Families CBC' and/or DCF's cost in doing so.
- 5.4 Further, the Network Provider shall protect, defend, and indemnify, including attorneys' fees and costs, Embrace Families CBC and DCF for any and all claims and litigation (including litigation initiated by Embrace Families CBC and/or DCF) arising from or relating to Network Provider's claim that a record contains proprietary or trade secret information that is exempt from disclosure or the scope of the Network Provider's redaction, as provided for under Section 2.24.
- 5.5 The Network Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding Embrace Families CBC and/or DCF negligent shall excuse the Network Provider of performance under this provision, in which case Embrace Families CBC and DCF shall have no obligation to reimburse the Network Provider for the cost of their defense. If the Network Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless Embrace Families CBC and DCF shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

ARTICLE VI: Relationship of the Parties

6.1 **Independent Contractor:**

The Network Provider is an independent contractor of Embrace Families CBC and DCF and may not be considered or permitted to be an officer, employee, or agent of Embrace Families CBC and the State of Florida. Nothing herein shall create or shall be construed as creating a partnership, joint venture, agency or any other relationship between Embrace Families CBC, DCF and Network Provider. Neither Network Provider nor any of Network Provider's employees or representatives will be deemed or construed to be an employee of Embrace Families CBC or DCF for any reason including, but not limited to, the Federal Unemployment Tax Act, any workers' compensation laws or income tax withholding laws. Network Provider shall have sole responsibility for the payment of all federal, state and local taxes applicable to Network Provider's services and services provided by Network Provider's employees, agents, independent contractors, volunteers and students.

ARTICLE VII: Resolution of Disputes

7.1 Liaison:

Embrace Families CBC shall act as the sole liaison between Network Provider and DCF involved with any Client in matters related to the operation of Embrace Families CBC' System of Care.

7.2 Dispute Resolution:

The Network Provider and Embrace Families CBC shall make every reasonable attempt to resolve any dispute arising under this Contract between them. Both parties recognize that resolution of all disputes without third party intervention is most desirable. However, if after thirty (30) days of discussion, the dispute is not resolved both parties shall agree to engage DCF in the resolution of the matter. Should Network Provider and Embrace Families CBC not be able to resolve any dispute arising under this Contract after 45 days of discussion, both parties may suggest additional mediation as a means to resolve the dispute, in which case the parties shall jointly choose a mediator for that purpose. The mediator and the parties shall establish whatever mediation guidelines are necessary. Each party shall assume its own costs, but Embrace Families CBC and Network Provider shall share the expense of the mediator equally.

ARTICLE VIII: Publicity and Sponsorship

8.1 Sponsorship:

As required by section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by **Orange County, Florida**, Embrace Families CBC and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "Embrace Families CBC" and "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.

8.2 Publicity:

Without limitation, the Network Provider and its employees, agents, and representatives will not, without prior Department of Children and Families written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the Network 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 Network Providers prospective customers.

8.3 Media:

Network Provider shall make reasonable efforts to coordinate with Embrace Families CBC in providing information in response to media inquiries concerning this Contract and/or Services provided under this Contract. Media includes television, newspaper, radio and the Internet. Network Provider shall not use the media to resolve conflicts or disputes concerning this Contract. Before responding to a media inquiry, Network Provider shall make reasonable efforts to notify Embrace Families CBC of such inquiry. The Network Provider shall not submit press releases, call press conferences or initiate media coverage concerning this Contract or Services provided under this Contract without first informing Embrace Families CBC of its intended action and seeking Embrace Families CBC' approval. Nothing in this Section 8.2, however, shall be construed or interpreted as prohibiting Network Provider from responding to media inquiries concerning this Contract or Services provided under this Contract.

Article IX: Miscellaneous

9.1 Force Majeure:

Neither party shall be deemed to be in violation of this Contract if such party is prevented from performing any of its obligations for a period not to exceed 30 days for any reason beyond its control, including without limitation, an act of God or of the public enemy, flood, storm, statute, regulation, rule or action of any federal, state or local government.

9.2 Amendment or Modification:

Except as otherwise provided in this Contract, this Contract may be amended or modified in writing as mutually agreed upon by the parties. Embrace Families CBC may make technical amendments to this contract as may be required by a state or federal regulatory agency.

9.3 Authorized Representatives:

The undersigned individuals represent that they are properly and legally authorized to enter into this Contract on behalf of the entity named above their respective signatures.

9.4 Waiver:

Any waiver by either party of a violation of any provision of this Contract shall not be considered a waiver of any subsequent violation.

9.5 Notices:

Any notice, request or other communication required or permitted hereunder will be in writing and be deemed to have been duly given if personally delivered, sent by facsimile transmission or mailed, first class, postage prepaid, to the other party at its address below, or at such other address as either party may designate in writing from time to time.

9.6 Staffing Levels, Qualifications & Changes:

The Network Provider shall maintain an adequate level of staff (administrative and programmatic) that is properly trained, screened, and certified to meet the contractual responsibilities and in compliance with all applicable administrative rules and statutes. Moreover, in order to prevent business interruption, the Network Provider must maintain adequate staff coverage to ensure no deficiency or gap in any Embrace Families CBC required service delivery aspect exists on a daily operating basis or an emergency need basis. The Network Provider shall notify Embrace Families CBC Network Support Manager in writing within twenty-four (24) hours of Network Provider's receipt of notice of an anticipated vacancy of the Executive Director, Program Director or other significant staff to the provision of contractual services. The Network Provider shall provide the name of the interim contact person or permanent replacement in the notice.

9.7 Human Subject Research

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

9.8 Coordination of Contracted Services

Section 287.0575, F.S., mandates various duties and responsibilities for certain state agencies and their contracted service providers, and requires the following Florida health and human services agencies to coordinate their management of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs, and Department of Veterans Affairs, where applicable.

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

- (a) Name of contracting state agency and the applicable office or program issuing the contract.
- (b) Identifying name and number of the contract.
- (c) Starting and end date of each contract.
- (d) Amount of each contract.
- (e) A brief description of the purpose of the contract and the types of services provided under each contract.
- (f) Name and contact information of each Contract Manager.

9.9 Provider Employment Opportunities:

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

9.10 Transitioning Young Adults:

The Network Provider understands Embrace Families CBC' interest in assisting young adults aging out of the dependency system. Embrace Families CBC encourages Network Provider participation with Embrace Families CBC' Youth Transition Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

9.11 Safety Decision Making Methodology:

The Network Provider shall comply with and perform defined activities to support the Department's Child Welfare Practice Model which incorporates Safety Methodology constructs, and an actuarial risk assessment, and provision of formal safety management services which supports the safety and well-being of the families and children served by the Network Provider and will follow the Department's guidance in converting existing cases using safety methodology.

If applicable, the Network Provider will provide Safety Management Services as identified in the safety plan created by the Child Protective Investigator and the Case Management Agency. Formal safety services shall include the provision of in-home services to immediately stabilize the family conditions and temporarily supplement the diminished caregiver capacities.

9.12 With the approval of DCF, Embrace Families CBC may elect to license a family foster home which meets the criteria in the June 8, 2012, memorandum, entitled "Three-Year License for Family Foster Homes," pursuant to section 409.175(6)(j), F.S., and Rules 65C-13.028(4)(h) and 65C-13.031(5), F.A.C., and any Department-generated memorandum related thereto. Embrace Families CBC reserves the right to reduce a licensed period at any time, per Rule 65C-13.031(7), F.A.C.

9.13 Statewide Community Based Care Lead Agency Protocol memo entitled "Statewide CBC Residential Group Care Standardization Model Practices" adopted by all participating Community Based Care Lead Agencies on June 22, 2009 is hereby incorporated by reference and therefore made a part of this agreement.

- 9.14 If any provision of this contract is held to be illegal or invalid by a court of competent jurisdiction, such portion of the provision held to be illegal or invalid shall be severed and deleted and neither such portion of the provision nor its severance and deletion shall affect the validity of the remaining provisions of this contract.
- 9.15 The terms and conditions of the current Circuit 9 & Circuit 18 Department of Children and Families Community Based Care Agency (CBC) Services Contract #GJL58 and any subsequent amendments that are applicable to the Network Provider, is incorporated herein by reference and made a part of this Contract. In the event of a conflict between the terms of this contract and the state contract #GJL58 the terms of contract #GJL58 shall control
- 9.16 Use of Network Provider Services by other Lead Community Based Care Agencies:
If applicable, as primary holder of this contract Embrace Families CBC shall make available to other lead CBCs in the state of Florida a copy of this contract so that in lieu of other CBCs executing a separate contract for the same services the other CBC shall enter into a simple Rate Agreement or similar agreement that states all services shall be delivered in the same manner as outlined in Embrace Families CBC primary contract #: OROS016-1920 executed and held by Embrace Families CBC.

By signing this contract, both parties agree that they have read and agree to the contents therein.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

**NETWORK PROVIDER: ORANGE COUNTY,
FLORIDA**

**EMBRACE FAMILIES COMMUNITY BASED
CARE, INC.**

Byron W. Brooks
Signature

C Macina
Signature

JM Mayor Jerry L. Demings
Name

Catherine Macina
Name

Mayor
Title

Chief Financial Officer
Title

18 June 2019
Date

5/24/19
Date

Mailing Address: Orange County
Administration, 201 S. Rosalind Avenue
Orlando, Florida 32802 and Youth and Family
Services Division, 1718 E. Michigan Street,
Orlando, Florida 32806

Mailing Address:
4001 Pelee Street, Suite 100
Orlando, Florida 32817

Federal EID#: 59-70-0004K

Provider Fiscal Year ending date: 9/30

ATTACHMENT I

A. General Description

The Family Preservation/Stabilization Program (FPS) is a safety management and case management service designed to promote in-home family preservation and stabilization for families whose children are at risk of removal from the home due to abuse, neglect, or abandonment, or when the child has previously been removed from the home, and assistance with reunification is needed. Services include: safety management services, case management, family advocacy and individual counseling.

1. Major Program Goals

The major goal of the FPS Program is to stabilize the family unit and provide the necessary supports and services needed to maintain the child safely in the home or maintain or reunify the child with his/her family while ensuring the immediate and long-term protection of the child's permanency, safety, and well-being.

2. Clients to be Served

a. General Description

- 1) Services will be provided to families referred by DCF Child Protective Investigators, Embrace Families CBC subcontracted Case Management Agencies and/or Embrace Families CBC staff directly.
- 2) Services are offered to families whose children are at risk of removal from the home due to abuse, neglect, abandonment and/or families whose children have been removed from the home and assistance in expediting reunification with the family is needed.

b. Client Eligibility

- 1) Any family with a child ages 0-17 and in need of services as determined by DCF Child Protective Investigator (CPI), Embrace Families CBC and/or contracted Case Management Agencies.
- 2) Children must have an open investigation with DCF Child Protective Investigator and/or assigned to Case Management services and/or Family Support case.
- 3) Children must reside in Orange County, Florida.
- 4) Children referred who are believed to be at risk and require intensive and effective intervention and can be deemed Safe or Unsafe.
- 5) If a referral does not meet the eligibility criteria for services, the Network Provider shall discuss the referral with the Embrace Families CBC Diversion Manager to determine appropriateness of the referral. If the Provider and Embrace Families CBC leadership staff are not in agreement, the Embrace Families CBC County Executive Director or designee shall be notified immediately by the Provider to determine appropriateness.

c. Service Types

- 1) **Family Support Services.** Family Support Services shall be provided to SAFE families with high or very high risk levels as determined by a Risk Assessment completed at the conclusion of an investigation for alleged maltreatment. Family Support Services shall be recommended with DCF CPI has determined that children in the family are safe from impending danger; however, the family has a high or very high likelihood for maltreatment given their risk level. These services are intended to prevent the occurrence of a future child abuse investigation and/or child maltreatment. Weekly visits shall be based on risk and needs.

- 2) **Safety Management Services.** Safety Management services shall be provided to UNSAFE families when the need for a Present Danger Plan and/or Impending Danger Plan is determined by the DCF CPI or Case Manager during a Conditions for Return (CFR). Safety Management Services shall consist of the following categories:
- a. **Behavioral Management Category.** This category is concerned with applying action (activities, arrangements, services, etc.) that controls (not treats) caregiver behavior that is a threat to a child's safety. While behavior may be influenced by physical or emotional health, reaction to stress, impulsiveness, or poor self-control, anger, motives, perceptions and attitudes, the purpose of this action is only to control the behavior that poses a danger threat to a child. This action is concerned with aggressive behavior, passive behavior or the absence of behavior – any of which threatens a child's safety. The following are safety management service types associated with the behavioral management category.
 - b. **Crisis Management Category.** The purposes of crisis management are crisis resolution and prompt problem solving in order to control present danger or impending danger. Crisis is a perception or experience of an event or situation as horrible, threatening, or disorganizing. The event or situation overwhelms the caregiver's and family member's emotions, abilities, resources, and problem solving. A crisis is an acute matter to be addressed so that present danger or impending danger is controlled and the requirements of the in-home safety plan continue to be carried out.
 - c. **Social Connection Category.** Social connection is concerned with present danger or impending danger that exists in association with or influenced by caregiver's feeling or actually being disconnected from others. The actual or perceived isolation results in non-productive and non-protective behavior. Social isolation is accompanied by all manner of debilitating emotions; low self-esteem and self-doubt, loss, anxiety, loneliness, anger; and marginality (e.g., unworthiness, unaccepted by others). Social connection is a safety category that reduces social isolation and seeks to provide social support. This safety category is versatile in the sense that it may be used alone or in combination with other safety categories in order to reinforce and support caregiver efforts. Keeping an eye on how the caregiver is doing is a secondary value of social connection (see Behavior Management).
 - d. **Resource Support Category.** Resource support refers to the safety category that is directed at a shortage of family resources and resource utilization, the absence of which directly threatens child safety. Activities and safety management services that constitute resource support shall include, but not be limited to, transportation, housing assistance, and food and clothing assistance.
 - e. **Separation Safety Category.** Separation is a safety category concerned with danger threats related to stress, caregiver reactions, child-care responsibility, and caregiver-child access. Separation provides respite for both caregivers and children. The separation action creates alternatives to family routine, scheduling demands, and daily pressure. Additionally, separation can include supervision *and monitoring* functions. Separation refers to taking any member or members of the family out of the home for a period. Separation is viewed as a temporary action, which can occur frequently during a week or for short periods. Separation may involve any period from one hour to a weekend to several days in a row. Separation may involve professionals and non-professionals and can involve anything from babysitting to temporary out-of-home family-made arrangements to care for the child or any combinations.

B. Manner of Service Provision

1. Service Task List

The provider will:

1. Administrative Tasks

- a. Maintain current written Embrace Families CBC approved Eligibility Criteria.
- b. Maintain current written Embrace Families CBC approved Discharge Criteria.
- c. Maintain current written Embrace Families CBC approved On-Call Procedures. On-Call Procedures shall include a twenty-four hour a day, seven day a week capability to receive, accept, and respond to referrals in the family's home, and to family emergencies after services have been initiated.
- d. Maintain current written Embrace Families CBC approved Referral Procedures. Referral Procedures shall include a twenty-four hour a day, seven day a week capability to receive and accept referrals, in accordance with this contract. This document shall also include procedures to inform Embrace Families, DCF Child Protective Investigator or contracted community-based care agency of Embrace Families, of current and potential openings and procedures for referring families to the program.
- e. Maintain current written Embrace Families CBC approved Referral Forms on each family.
- f. Maintain current written Embrace Families CBC approved Incident Notification Procedures that:
 - i. Are minimally in compliance with Embrace Families' and the department's Incident Reporting and Client Risk Prevention standards as established in CFOP 215-6, and
 - ii. Include notification of the child's Child Protective Investigator(CPI)/Supervisor, Dependency Case Manager (DCM) or DCM supervisor by telephone within two hours of acquiring knowledge of the incident if a child:
 - (aa) Is injured, hospitalized, has a life-threatening illness, dies; or
 - (bb) Runs away, disappears; or
 - (cc) Has a physical or emotional condition that appears to be potentially harmful to the child or others; or
 - (dd) If the provider makes a new report of alleged abuse, neglect, or abandonment to the Florida Abuse Hotline.
- g. Maintain a separate personnel file for each employee to include but not limited to: application, background screenings, references, job description, trainings and performance evaluations.

C. Provider Tasks

The FPS Staff shall:

- 1) Provide On-Call Procedures which include a twenty-four hour per day, seven day per week capability to receive, accept, and respond to referrals in the family's home and to family emergencies after services have been initiated.
- 2) Establish initial contact with families based on the approved Family Preservation/Stabilization (FPS) Standard Operating Procedure regarding Intake Screening/Referral process and is attached by reference. The FPS Standard Operating Procedure must be agreed upon by Embrace Families CBC and Provider.
- 3) Provide Safety Management Services as identified by the safety plan created by the Child Protective Investigator and the Case Management Agency, if applicable, after consultation with the Program Manager and/or designee. Formal Safety Services shall include the provision of in-home safety

services to immediately stabilize the family conditions and temporarily supplement the diminished caregiver protective capacities. Frequency, duration and specific safety management services are individualized and based on the safety plan. If the safety actions required for the safety plan become insufficient to protect child a safety plan conference shall be held involving the parent when possible, identified informal family supports and other safety plan providers to include CPI.

- 4) Family support services shall be provided when the Functioning Family Assessment determines that a child or children are safe but the risk level recommends additional services to assist and strengthen the family to prevent future maltreatment. These services are offered to and received voluntarily by the family.

Safety Management Services:

- 5) Provide safety management services to families, as defined in the Present Danger and/or Impending Danger Plan and referred to Provider by the Child Protective Investigator, Case Management Agency and/or Embrace Families. Safety Management services shall be accessible and available to monitor and control danger threats by completing action oriented activities identified within the Present and/or Impending Danger Plan. The frequency of contact and/or visitation with the family will be identified in the safety plan as developed by the Dependency Case Manager (DCM). The DCM assumes primary responsibility following Case Transfer Staffing (CTS) for the construction and oversight of the safety plan.
- 6) Safety plans in response to present danger are temporary, short-term and more restrictive until additional information about family dynamics, caregiver capacities, and child vulnerability is known to DCF CPI. Provider shall assist with ongoing monitoring of child safety and well-being by assessing and stabilizing the family according to tasks identified by DCF CPI and the present danger Safety Plan.
- 7) Maintain a weekly progress note summary in the FSFN case within two (2) business days and a copy placed in the case record.
- 8) Services shall be provided generally for two (2) to four (4) weeks in duration, with an average length of service of twenty-one (21) calendar days for Present Danger. Impending Danger duration can extend longer based on the safety plan and needed safety management services identified in the safety plan.
- 9) Provider shall make a visit to the home to include the children at the residence with DCF CPI and the family within two (2) hours during normal business hours and three (3) hours of after-hours upon acceptance of services. If the family is not available within the required timeframe, as communicated to the Provider by the CPI at the time of referral, Provider shall attempt to make face to face contact with the family as soon as possible within the same calendar day of the referral and each day after until contact is made with Present Danger cases. If a family cannot be located, a staffing needs to occur with CPI, DCM and Safety Management provider to discuss and implement a modified safety plan.
- 10) The Provider shall provide the appropriate number of visits required to address imminent safety factors and what is outlined in the present danger safety plan. Provider is required to respond to the needs of the family, as necessary to mitigate the danger threat, which shall include unannounced visits. Ongoing visits shall occur with the family in the home, as outlined in the Safety Plan, throughout service delivery until case closure.
- 11) With all Safety Plans, Provider shall refer to the Department of Children and Families Safety Methodology Practice Guidelines Desk Reference, All Staff, and Case Management outlines.

In Home Non-Judicial Services and Conditions of Return:

- 1) In Home Non-Judicial services shall be provided to UNSAFE children who remain in the care of their Parents/Legal Guardian for Intensive In-Home intervention services with the following five (5) criteria:

- a. The Parent/Legal Guardians are willing for an In-Home Safety Plan to be developed and implemented and have demonstrated that they will cooperate with all identified safety service providers.
 - b. The home environment is calm and consistent enough for an In-Home Safety Plan to be implemented and for safety service providers to be in the home safely.
 - c. Safety services are available at a sufficient level and to the degree necessary in order to manage the way in which impending danger is manifested in the home.
 - d. An In-Home Safety Plan and the use of In-Home safety services can sufficiently manage impending danger prior to having input from any subsequent professional evaluations.
 - e. The Parent/Legal Guardians have a physical location in which to implement an In-Home Safety Plan.
- 2) Provider shall make a visit to the home to include the children at the residence within twenty-four (24) hours of acceptance from the referral. If the family is not available within the required timeframe, Provider shall attempt to make face to face contact with the family as soon as possible within the same calendar day of the referral and each day after until contact is made.
- 3) The Provider shall provide the appropriate number of visits required to address imminent safety factors and what is outlined in the impending danger safety plan. Provider is required to respond to the needs of the family, as necessary to mitigate the danger threat, which shall include unannounced visits. Ongoing visits shall occur with the family in the home as outlined in the Safety Plan throughout service delivery until case closure.

Family Support Services:

- 5) Staff will maintain a caseload of up to 10-12 cases. Caseloads will consist of a combination of safety management and family support cases. The total number of safety management cases may reduce the overall case load size for individual staff as deemed necessary by Embrace Families CBC Diversion Manager and/or Embrace Families CBC Executive Director. Case management families will receive a minimum of eight (8) hours of service contact per month per family to include weekly face-to-face contacts with the youth and family at times and locations that are convenient to the family (including weekends and evening hours). All contacts with the family will be documented in FSFN within two (2) business days and a copy placed in the clinical record.
- 6) Assemble and continue to build a youth and family team meeting by interviewing the family, identifying family members, natural supports, agency representatives and other significant persons as identified in the family assessment. Services will be community based meaning Youth and Family Team meetings will occur in the family's home or community location agreed upon by the family. Protective Investigators, Case Managers or other appropriate members of the dependency system shall be recruited to serve on the team.
- 7) Assess the youth and family's strengths and needs within fourteen (14) calendar days of enrollment. Information is recorded on the Comprehensive Needs Assessment Form.
- 8) Coordinate the meetings of the Youth and Family Team including, but not limited to, setting the agenda, providing copies of the service plan, contacting members to be invited.
- 9) Facilitate with the Team the development of the initial Individualized service plan based on the youth and family's strengths, needs, and desires. The plan should reflect the best possible fit with the cultures, values and beliefs of the family.

- 10) Complete the service plan within fourteen (14) calendar days of completing the Comprehensive Needs Assessment . The plan will be reviewed every thirty (30) calendar days during Family Team meetings. Subsequent updates are to be completed at a minimum, every ninety (90) calendar days.
- 11) Monitor the provision and effectiveness of services with the family and provide monthly progress reports to the CMA case manager and /or CPI. Progress notes should be entered into FSFN within two (2) business days and a copy placed in the clinical record.
- 12) Assist the youth and family (including parents/guardians and siblings) in accessing mental health, social, educational, and other services and supports as identified by the service plan.
- 13) Ensure that the services being provided are responsive to the needs identified in the service plan and ensure that the family is experiencing voice, access and ownership of the plan and services.
- 14) Seek community resources and informal supports first with the assistance of the Youth and Family Team. Clients are encouraged and assisted in identifying community resources and informal supports on their teams. The expectation is that by the second Youth and Family team meeting, the Youth and Family Team is comprised of a minimum of 50% of informal supports. If percentage of informal supports is not obtained there must be demonstration of diligent efforts being made to identify these supports on a continuous basis.
- 15) Act as an advocate/ liaison for the child/family when services need to be sought/developed. Advocacy is included in numerous systems; dependency, delinquency, and school. This role may be shared with youth and families that have an assigned targeted case manager. Otherwise the assigned FPS staff member assumes the role.
- 16) Provide or secure support and crisis/emergency services for the youth and family. This may be done through face-to-face contact, phone contact, or availability through an on-call system. The assigned staff member or designated on-call staff members are expected to be available to their assigned families after hours and on weekends.
- 17) Collaborate with other necessary individuals the child/family may have contact with, i.e., Probation officers, Judges, Attorneys, Teachers, Physicians, etc. on a regular basis. All contacts are to be documented in the family support case in FSFN or case notes.
- 18) Arrange for transportation for his/her assigned youth and family to appointments, crisis/respite services, etc. if needed.
- 19) Utilize FPS documents and complete all necessary paperwork in an accurate and timely manner per Program and Agency requirements (i.e. court letters, assessments, service plans, progress notes, FSFN notes, reports, consent forms, evaluation instruments, etc.)
- 20) Complete a Discharge Summary for families served and provide a copy to the applicable parties; Protective Investigator, Case Manager, etc. within seven (7) calendar days of case closure. The discharge summary will be documented in FSFN within two (2) business days.
- 21) The FPS Case Manager and/or Senior Service Counselor will work with the youth and families to teach skills that may include, but is not limited to the following:
 - a. Work with parents on how to meet special physical, mental, and emotional needs of their children that affect the abilities of parents to care for their children and manage their households.

- b. Work with parents on how to improve the nutrition, hygiene, discipline, instruction, and supervision of their children.
- c. Work with parents and their children on how to manage and resolve conflicts.
- d. Work with parents on how to recognize the circumstances that interfere with their ability to care for their children.
- e. Work with parents on how to locate and gain access to community resources and services to meet their needs.
- f. Provide additional and reasonable services for the prevention of the recurrence of maltreatment.

1. Staffing Requirements

a. Staffing Levels

- 1) Staff, as described below, shall be hired and maintained to deliver the agreed upon services of this contract.

Program Manager: 1.0 FTE
Senior Service Counselor: 3.0 FTE
Community Services Worker: 1.0
Social Services Coordinator: 1.0 FTE

a. FPS Program Manager

This position functions as a program manager and may require performance of casework responsibilities in the event of vacancies or the unavailability of staff. The position is responsible for program management (quality management, program planning and development), day-to-day functioning of the program, oversight of staff performance, review and assignment of referrals and directly supervises the FPS supervisor and Sr. Children's' Services Counselors. This position requires a Masters degree in Psychology, Mental Health Counseling, Social Work, Marriage and Family Therapy or related field. (Licensed in the State of Florida or license eligible is preferred). Exceptions to these requirements may be requested by the Provider via a waiver. Embrace Families CBC Network Support shall have authority to approve or deny waiver requests

b. Sr. Children's' Services Counselor

The position functions as counselor/case manager to provide crisis intervention, safety management services and case management as needed. This position requires a Master's degree in Psychology, Mental Health Counseling, Social Work, Marriage and Family Therapy or related human services field with two (2) years of counseling experience with children and families. Exceptions to these requirements may be requested by the Provider via a waiver. Embrace Families Support shall have authority to approve or deny waiver requests.

c. Community Service Worker

This position functions as case manager to provide safety management services and case management to assist in the provision of services. This position requires a Bachelor's degree in Social Work (BSW) or a Bachelor's degree in Sociology, Counseling, Psychology, Behavioral or Health Sciences or a closely related field and one year of experience in Social Services. Exceptions to these requirements may be requested by the Provider via waiver. Embrace Families CBC Network Support shall have the authority to approve or deny waiver requests.

b. Background Screening and Disqualifying offense that result from Background Screening

- 1) Applicants for staff positions under this contract will not be allowed to begin work in positions of special trust or responsibility until they are cleared for employment by a complete background screen, to include a fingerprint based search of criminal records in Florida and nationally. More information can be found at www.dcfbackgroundscreening.com.
- 2) If the Network Provider becomes aware that an employee, or volunteer, has been arrested for a disqualifying offense, the employer must remove the employee, or volunteer, from contact with any vulnerable person that places the employee in a role that requires background screening until the arrest is resolved in a way that the employer determines that the employee is still eligible for employment under Chapter 435, F.S.
- 3) The Network Provider must either terminate the employment of any of its personnel, or terminate the use of a volunteer, found by background screening to be in noncompliance with the minimum standards of Chapter 435, F.S. for good moral character contained in section 435.06, F.S., or place the employee or volunteer in a position for which background screening is not required unless the employee or volunteer is granted an exemption from disqualification pursuant to section 435.07, F.S.
- 3) The Network Provider must have each employee complete the Office of Inspector General Advisory Form, CFOP 180-4, along with checking certification status with the Florida Board of Certification prior to hire date. If the Network Provider becomes aware of any violation of ethics by staff, the provider must immediately report the violation to Embrace Families, the Inspector General's Office and the Florida Certification Board.

c. Minimum Training Requirements

- 1) All program staff shall successfully complete at least forty hours of training activity related to child welfare during each full year of employment.
- 2) Pre-service training shall include Client Risk Prevention, Incident Reporting and Mandatory Reporting of adult and child abuse, neglect or exploitation.
- 3) Training on domestic violence, substance abuse, children's mental health and Shaken Baby Syndrome shall be included in the forty hours of annual in-service training.

d. Staffing Changes

- 1) The Network Provider shall submit written notification within twenty-four (24) hours to Embrace Families' Contract Manager if the Executive Director or Program Director is to be vacated under this contract. The notification shall identify the person who is assuming the responsibilities of that position during the vacancy. When the Executive Director or Program Director position is filled, the Network Provider agrees to notify Embrace Families CBC in writing of the identity and qualifications of the new Executive Director or Program Director within twenty-four (24) hours of the hiring of the position.
- 2) In the event the Network Provider's Program Director position becomes vacant, the position will not be vacant more than thirty (30) days in any contract year.
- 3) The Network Provider will submit a monthly Personnel Detail to the Embrace Families CBC Contract Manager including Year to Date (YTD) staff turnover statistics.

2. Service Delivery Location

a. Service Delivery Location

- 1) The Provider shall administer, coordinate, and ensure availability and delivery of the services specified in this contract in Orange County.
- 2) The Provider's primary business and service delivery address is:

**1718 E. Michigan Street
Orlando, Florida 32806**

b. Service Times

The provider shall be available and is responsible to ensure that the needs of the families enrolled in this program are met according to the assessed needs and families entered into the Program.

Business hours for staff will be adjusted to match the available times of the families.

c. Changes in Location

The Provider shall notify Embrace Families CBC Contract Manager in writing within at least thirty (30) calendar days prior to any anticipated change in the location of its offices or service facilities. All clients shall be notified of a change of service location a minimum of thirty (30) calendar days in advance of such a change.

3. Deliverables

a. Reports

The list of the reports to be completed by the Network Provider, including the report title, format, frequency and submittal guidelines are specified in **Exhibit E, Required Reports**.

b. Records and Documentation

- 1) The Provider shall completely document the provision of services to each client. These records shall be produced and updated in accordance with the Provider's policy/procedures guidelines and documented in FSFN within two (2) business days.
- 2) The Provider shall maintain the data necessary to assist Embrace Families CBC to assess the Provider's success in achieving the established outcomes of this contract. The Provider shall submit a monthly report to Embrace Families CBC citing the circumstances of unsuccessful case closures.
- 3) All network providers will be required to document reportable incidents, as set forth in the DCF CFOP No. 215-6, and Embrace Families CBC Client Risk and Incident Reporting Policy, which is incorporated by reference herein.
- 4) The Provider shall comply with the CFOP 50-2 regarding the security of automated data.
- 5) The Provider shall not permit any publicity involving Embrace Families CBC clients for any purpose in the form of identifiable pictures, use of proper names, or other identifying information without the written permission of Embrace Families CBC and the legal guardian.
- 6) A case file shall be maintained for each family served. The case file shall contain but is not limited to, the following information:
 - a. A copy of Referral Form that documents family eligibility or ineligibility.

- b. A FSFN note of contacts documenting the date, type, and name of person contacted for all telephone, in-person, and collateral contacts. All FSFN notes shall be printed and placed in the hard copy of the file.
- c. The Network Provider will provide a single staff Point of Contact for all FSFN terminations including name, title, contact number and email. The FSFN SPOC is responsible for submitting all terminations within 24 hours of staff separation to FSFN@embracefamilies.org.
- d. A copy of each Monthly Progress Report that includes, the date of completion of each Report, the date the report was sent to the Protective Investigator or the Case Management Agency, to whom the report was sent, contact summaries, notes, correspondence, psychological and psychiatric diagnosis or evaluation reports, case consultation reports, and a statement of the family's progress or lack of progress on the Safety Plan goals and objectives. All information shall be available on FSFN for review by the CPI's, Case Management Agency and Diversion Specialists.
- e. The Comprehensive Needs Assessment, Service Plan and Discharge Summary Report.
- f. Any other forms deemed necessary by the provider agency.

c. Insurance

During the existence of this Contract, and any renewal(s) and extension(s) of it, the Network Provider will maintain insurance in accordance with section 409.993, F.S., any subsequent amendments to the statute, and the following requirements:

- 1) Embrace Families CBC and its Network Providers that are direct providers of foster care and related services to children and families shall maintain continuous adequate general liability coverage in accordance with section 409.993, F.S. including coverage for abuse and neglect, with the same limits and any other requirements of the statute for general liability insurance. Embrace Families CBC and its Network Providers shall maintain continuous adequate non-owned automobile liability coverage in accordance with section 409.993, F.S. County (Network Provider) is exempt from the insurance and liability provisions of Section 409.993 and the County (Network Provider) will self-insure its liability according to Section 768.28, Florida Statutes.

Embrace Families CBC and its Network Providers' policies of insurance shall be provided by insurers licensed or eligible to do business in Florida and require the insurer to give Embrace Families CBC written notice of any intention to cancel or refuse to renew the policy at least thirty (30) days prior to cancellation or nonrenewal.
- 2) Embrace Families CBC and its Network Providers shall provide the Department with Acord® 25 certificates of liability insurance naming the Embrace Families CBC and the Department as the certificate holder evidencing such insurance to be in full force and effect at all times during the term of this Contract, attached to a certification, signed by a Embrace Families CBC authorized representative, that Embrace Families CBC is in compliance with all applicable federal and state statutory and regulatory insurance requirements.
- 3) The Network Provider shall furnish to Embrace Families CBC within thirty (30) days of execution a Certificate of Insurance certifying the type and minimum amounts of insurance coverage. Embrace Families CBC shall be notified thirty (30) days prior to cancellation of any insurance policy. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. Embrace Families CBC reserves the right to require additional insurance as specified in this contract.

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

4. Performance Specifications

a. Outcomes and Outputs (Performance Measures)

The Provider shall be required to meet the following performance standards as measured by the following outcomes and indicators. Additionally, the Provider will be required to achieve standards for other measures established by applicable state or federal law or administrative rule.

- 1) **100%** of safety services identified in the safety plan and agreed upon by Network Provider, are provided according to Safety Plan and documented in FSFN.
- 2) **95%** of children in families who participate in in-home safety management services in response to impending danger are not subjects of reports with some indicators (not substantiated) or verified (substantiated) maltreatment within six (6) months of program completion when provider is identified on safety plan to provide services that address and enhance parental capacities.
- 3) **90%** of families served will be effectively engaged in safety services as evidenced by client contact as required in the safety plan.

b. Performance Evaluation Methodology

By execution of this contract the provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth below. If the provider fails to meet these standards, Embrace Families CBC, at its exclusive option, may allow up to six months for the provider to achieve compliance with the standards. If Embrace Families CBC affords the provider an opportunity to achieve compliance, and the provider fails to achieve compliance within the specified time frame, Embrace Families CBC must cancel the contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of Embrace Families.

5. Provider Responsibilities

a. Provider Unique Activities

It is the responsibility of the provider to:

- 1) Comply with all rules, regulations, and statutes that apply to confidentiality of clients served and not release any information regarding any families or children served. This responsibility extends to all of the officers, employees, volunteers, and agents of the provider. The provider hereby acknowledges that failure to abide by the requirements of confidentiality statutes constitutes a criminal offense as set forth in section 39.202, F.S.
- 2) Be able to respond to accept referrals, and to respond to family emergencies after services have been initiated, twenty-four hours a day, seven days a week.
- 3) Ensure the provision and documentation of pre-service and in-service training for professional and paraprofessional personnel.
- 4) Ensure compliance with Chapter 490, F.S., Psychological Services, and Chapter 491, F.S., Clinical Counseling and Psychotherapy Services.
- 5) Determine compliance with subsection 491.014(4)(b), F.S., and the titles used for professional and paraprofessional/aide positions.
- 6) Develop strong knowledge of the Embrace Families CBC System of Care and relationships with other appropriate community resources and programs to provide necessary services for the families served.

- 7) The Provider is responsible for implementing a quality assurance system to assess its performance on a continuous basis. A Quality Assurance Plan shall be submitted annually for review by the contract manager.

b. Coordination With Other Providers/Entities

Based on assessed need, the provider shall identify, locate, coordinate, and refer families for other community resources during service provision and at case closure.

The failure of other providers or entities does not alleviate the provider from any accountability for tasks or services that the provider is obligated to perform pursuant to this contract.

6. Embrace Families CBC Responsibilities

a. Embrace Families CBC Determinations

- 1) Determination of compliance with programmatic and client outcome measures rests with Embrace Families.
- 2) Embrace Families CBC reserves all rights to approve or disapprove any conditions relating to this contract.
- 3) Embrace Families CBC has final authority in monitoring, reporting and payment of disputes.

b. Monitoring Requirements

The provider will be monitored in accordance with existing Embrace Families CBC and quality assurance procedures.

7. Method of Payment

a. Payment

This is a fixed price (unit cost) contract. The Provider shall be paid a fixed price per month for FPS Program services, over the period of this contract, not to exceed the total contracted amount of **\$458,141.04** subject to the availability of funds.

Embrace Families CBC agrees to pay for Safety Management Services at the unit price(s) listed below:

Unit of Service	Unit Price	# of Units
Month of Safety Management Services	\$38,178.42	12 (July 1, 2019 through June 30, 2020)

The Network Provider shall submit a Personnel Detail report by the 10th of the month for the preceding month. Payroll Register shall be made available upon request by Embrace Families. The Network Provider shall reduce the amount billed by a fixed rate cost of **\$181.24** per day, for every vacant position, starting on the 91st day of vacancy for the months of July 1, 2019 through June 30, 2020. The cost unit is calculated for weekdays only (Monday through Friday) including holidays. The Network Provider may submit documentation explaining any extenuating circumstances that may prevent them from filling the vacant position by the 91st day including background screening issues, required notice to previous employer, etc. for Embrace Families CBC's review and approval prior to any invoice reduction. It is the Network Provider's responsibility to submit the Personnel Detail and supporting documentation with the invoice, from the previous month, and make adjustments on the invoice accordingly. This calculation is based on the total approved personnel budget divided by the number of approved FTEs divided by the number of days in the Fiscal Year, rounded up to the nearest penny.

July 1, 2019- June 2020 Calculation:

\$396,929.92 Total Salary Costs / 6.0 FTEs / 365 Days = \$181.24

b. Invoice Requirements

The network provider shall request payment on a monthly basis through submission of a properly completed reimbursement is requested.

Payments may be authorized only for service units on the invoice for fixed price that are in accord with the above list and other terms and conditions of this contract. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units on previous invoices for fixed price, exceed the total number of units authorized by this contract. Invoice for Services within fifth (5) days following the end of the month for which services were provided.

c. Local Match

According to federal regulations (Title IV-B, Subpart 2) a 25% local match is required from all Promoting Safe and Families grant recipients. The total local match amount for FY1718 is \$5,627.52, subject to Embrace Families' approved schedule of funds from DCF.

d. Renegotiation

As permitted by Section 409.990, F.S. increases in the dollar amount provided do not require a corresponding increase in services as the provider is required to provide a comprehensive continuum of child welfare services to all clients referred.

e. Fees

No fees shall be imposed by the network provider other than those set by Embrace Families described in the current State of Florida Title XX Pre-Expenditure Report. Fees collected in compliance with the aforementioned report shall be disposed of in a manner authorized by Embrace Families.

f. Third Party Payments

The funding available in this contract is for services, excluding all successfully billed third party payments including, but not limited to, Medicaid. Supporting documentation of aggregate third party collections shall be available at the network provider's location for inspection by Embrace Families.

8. Contract Budget

a. Approved Annual Budget

The Network Provider shall provide services and charge expenditures in accordance with the approved Contract Budget, herein referenced as **Exhibit F - Approved Annual Budgets**. Expenditures may only be charged to Embrace Families CBC by the Network Provider for budget line items listed on the approved Contract Budget, and for all those budget line items for which a budget amount has been established.

Annually, prior to April 20th, the Network Provider shall submit a 12-month detailed budget and budget narrative for the annual "not to exceed" amount of Embrace Families CBC revenue, subject to the availability of funds. Administrative costs shall not exceed 10%. Embrace Families CBC shall provide a detailed cost analysis, negotiate scope and budget with the Network Provider, and shall give final approval for the Annual Budget by June 1st annually.

If the Network Provider seeks to make a budget change of 5% or more from the Personnel category to any cost category, the Network Provider shall seek written approval in advance by Embrace Families' Chief Financial Officer or designee, in accordance with the Embrace Families CBC assigned Contract Manager.

b. Contract Terms

The term of this Contract shall commence as of 07/01/2019 and shall continue until 06/30/2020, unless sooner terminated pursuant to the terms of this Contract. This Contract may be renewed for one term not to exceed twelve (12) months. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by Embrace Families CBC and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial Standard Contract, Attachments and subsequent Amendments. If renewed, costs for the renewal may not be charged. The renewal price is the estimated contract amount for the renewal years as prescribed by statute and annual appropriations.

C. Exhibits

1. Exhibit A, Lobbying Certification
2. Exhibit B, Debarment, Suspension, Ineligibility & Voluntary Exclusion Certification
3. Exhibit C, Affidavit
4. Exhibit D, Civil Rights Compliance Checklist
5. Exhibit E, Required Reports
6. Exhibit F, Approved Annual Budget
7. Exhibit G, Audit Requirements
8. Exhibit H, HIPAA Business Associate Agreement
9. Exhibit I, Certification of Adequate Insurance Coverage

EXHIBIT A
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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


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

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

Signature: Byron W. Brooks Date: 18 June 2019

Name of Authorized Individual: Byron W. Brooks Application or Contract #: _____

Name and Address of Organization: _____



JUN 18 2019

EXHIBIT B

**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS/SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. Community Based Care of Central Florida and Affiliated Companies cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the Embrace Families CBC Contract Manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's Embrace Families CBC Contract Manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
7. Community Based Care of Central Florida and Affiliated Companies may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.

This signed certification must be kept in the Embrace Families CBC Contract Manager's contract file. Subcontractor's certification must be kept at the provider's business location.

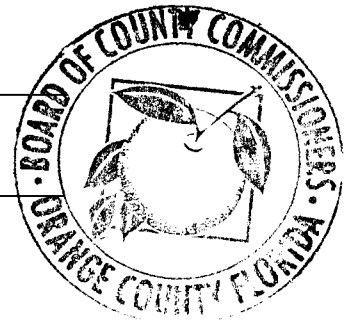
CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

Byron W. Brooks
Signature

18 June 2019
Date

Byron W. Brooks, County Administrator
Name and Title of Authorized Signed



APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUN 18 2019

Embrace Families CBC Contract #: OROS016-1920
Orange County, Florida
Safety Management and Diversion

EXHIBIT C

AFFIDAVIT

Embrace Families CBC may subcontract for services unless specifically prohibited by the Department of Children and Families. Embrace Families CBC is not required to obtain subcontract approval as required under section 8.c. of the Department of Children and Families Standard Contract unless any of the following conditions apply.

The person or entity:

- a) is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity within the last 5 years;
- b) is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on their ability to provide services to vulnerable populations, including, but not limited to, abused or neglected children, or which adversely reflects their ability to properly handle public funds;
- c) is currently involved, or has been involved within the last 5 years, with any litigation, regardless of whether as a plaintiff or defendant, which might pose a conflict of interest to the department, the state or its subdivisions, or a federal entity providing funds to the department;
- d) has had a contract terminated by the department for a failure to satisfactorily perform or for cause; or
- e) has failed to implement a corrective action plan approved by the department or any other governmental entity, after having received due notice.

If any of the conditions above are applicable, Embrace Families CBC must obtain written approval from the department prior to entering into the subcontract. In order to comply with this requirement, Embrace Families CBC shall require all proposed subcontracted providers to provide assurances, in a notarized affidavit, that the conditions above do not exist. If Embrace Families CBC acquires knowledge of disqualifying conditions at any time, it shall disclose this information to the department. Both parties agree to take appropriate action.

Byron W. Brooks Byron W. Brooks 21 Jun 19
 Name of Provider's Certifying Official Signature Date

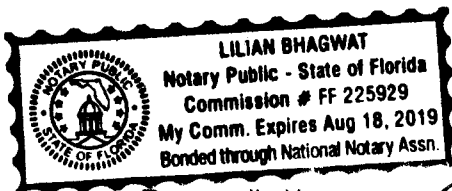
STATE OF FLORIDA
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 24 day of June 2019, by (name of person making statement) _____

(notarized seal)

Lilian Bhagwat (Signature of Notary Public-State of Florida)

Lilian Bhagwat
(Name of Notary Typed, Printed, or Stamped)



Personally Known or Produced Identification _____
Type of Identification Produced _____

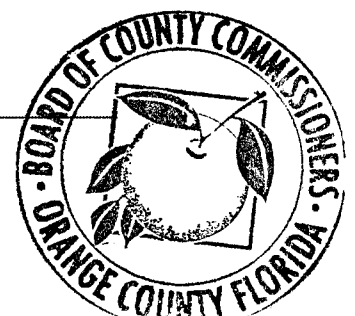


EXHIBIT D

CIVIL RIGHTS COMPLIANCE CHECKLIST

Provider/Facility Name	County	Circuit
Address		Completed By
City, State, Zip Code	Date	Telephone

PART I. 1. Briefly describe the geographic area served by the provider/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	
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3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
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4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
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5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	
---------	---------	---------	------------	---------	----------	--------	--

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATION REQUIRING MORE SPACE.

6. Is an Assurance of Civil Rights Compliance on file with Embrace Families, Inc.? If NA or NO, explain. NA YES NO

7. Compare staff composition to the population. Are staff representative of the population? If NA or NO, explain. NA YES NO

8. Compare client composition to the population. Are race/sex characteristics representative of the population? If NA or NO, explain. NA YES NO

9. Are employees, applicants and recipients informed of their protection against discrimination?
 If YES, how? Verbal Written Poster If NA or NO, explain. NA YES NO

10. Do recruitment and notification materials advise applicants, employees and recipients of your non-discrimination policy?
 If NO, explain. YES NO

11. Is there an established grievance/complaint procedure to resolve complaints of discrimination regarding service delivery
 or employment decisions? If NO, explain. YES NO

12. Provide the number and current status of any discrimination complaints regarding services or employment filed against the program/provider/facility within the last year. NA NUMBER
13. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, gender, age, religion or disability? If NA or NO, explain. NA YES NO
14. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or handicap? If NA or NO, explain. NA YES NO
15. Are room assignments made without regard to race, color, national origin or disability for inpatient services? If NA or NO, explain. NA YES NO
16. Are Limited English Proficient (LEP) applicants and recipients provided equal access to benefits including free interpreter services? If NA or NO, explain. NA YES NO
17. Is the programs/facilities/services accessible to mobility, hearing and sight impaired individuals? If NA or NO, explain. NA YES NO
18. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals (*Providers with 15 or more employees*)? If NO, explain. NA YES NO
19. Has a self-evaluation been conducted to identify any barriers to serving handicapped individuals, and to make any necessary modifications (*Providers with 15 or more employees*)? If NO, explain. NA YES NO
20. State the name of your Section 504 Coordinator for compliance activities (*Providers with 15 or more employees*):

 Name Phone Email

21. Has Civil Rights training been conducted for local staff? If NA or NO, explain. NA YES NO

22. SIGNATURE

 Signature and Title of Person Completing this Form Date Signed

Embrace Families CBC USE ONLY	
Reviewed By:	In Compliance: <input type="checkbox"/> YES <input type="checkbox"/> NO
Title:	
Date:	Response Due:
<input type="checkbox"/> On-site <input type="checkbox"/> Desk Review	Response Received:

EXHIBIT E

REQUIRED REPORTS

The reports identified in this Exhibit shall be completed and submitted by the Network Provider in accordance with the listed schedule below. The current required format for such reports is identified below. The Embrace Families CBC Network Support Manager will notify the Network Provider in writing of any changes to format or submission requirements. Additional reports may be requested and required on a regular or non-regular basis without amendment of this Exhibit.

Report Title	Format	Frequency of Report	Submit to
Insurance Certificates with Embrace Families CBC listed as certificate holder	N/A – Internal to Network Provider	Prior to contract execution and within 30 days of any changes or renewals	Embrace Families CBC Network Support Manager
Exhibit F- Annual Budget including Narrative Report	Available upon request from Embrace Families CBC Network Support Manager	Prior to contract execution and annually by April 20th thereafter	Embrace Families CBC Network Support Manager
Emergency Preparedness Plan	N/A – Internal to Network Provider	Prior to contract execution and annually by July 31 th thereafter for the term of contract	Embrace Families CBC Network Support Manager
Program Description/Agency Operating Procedure	Available upon request from Embrace Families CBC Network Support Manager	Prior to contract execution and annually by July 31 th thereafter for the term of contract	Embrace Families CBC Network Support Manager
Organizational Chart	N/A – Internal to Network Provider	Prior to contract execution and annually by July 31 th thereafter	Embrace Families CBC Network Support Manager
Accreditation Reports	N/A – Internal to Network Provider	Prior to contract execution and annually by July 31 th thereafter	Embrace Families CBC Network Support Manager
Incident Reports	Available upon request from Embrace Families CBC Network Support Manager	As needed and within 24 hours of <u>critical</u> incident occurring or being reported to Network Provider	Embrace Families CBC Quality Assurance via email at incidentreports@embracefamilies.org
Invoice	Available upon request from Embrace Families CBC Network Support Manager	Monthly by the 5 th of the month for the preceding month	Embrace Families CBC Network Support Manager
FSFN Termination Forms	Available upon request from Embrace Families CBC Network Support Manager	Within <u>24 hours of staff separation</u>	Embrace Families CBCMIS via email at FSFNForms@embracefamilies.org
Personnel Detail Report	Available upon request from Embrace Families CBC Network Support Manager	Monthly by the 5 th of the month for the preceding month	Embrace Families CBC Network Support Manager
PSSF Match Report	Available upon request from Embrace Families CBC Network Support Manager	Monthly by the 10 th of the month for the preceding month	Embrace Families CBC Network Support Manager
Performance Measure Outcomes Report	Available upon request from the Embrace Families CBC Network Support Manager	Monthly & Quarterly by the 10 th of the month for the preceding month/quarter	Embrace Families CBC Network Support Manager

Section 504 Compliance Reports	Section 504 Database	Monthly by the 5 th calendar day for the prior month	Embrace Families CBC Network Support Manager
Quarterly Expenditure Report Compared to Annual Budget	Tab Included in Exhibit F-Annual Budget including Narrative Report	Quarterly by the 25 th of the month for the preceding quarter	Embrace Families CBC Network Support Manager
Child Welfare Certification Personnel List	Available upon request from Embrace Families CBC Network Support Manager	Quarterly by the 10 th of the month for the preceding quarter	Embrace Families CBC Network Support Manager and Embrace Families CBC Training Manager
Final Expenditure Report compared to Annual Budget	Tab Included in Exhibit F-Annual Budget including Narrative Report	Annually within 60 days of fiscal year end	Embrace Families CBC Network Support Manager
Annual Audited Financial Statements	N/A – Internal to Network Provider	Annually within 180 days of provider's fiscal year or 30 days of completion, whichever comes first	Embrace Families CBC Network Support Manager
Quality Assurance Plan	N/A-Internal to Network Provider	Annually by July 31 st of each fiscal year	Embrace Families CBC Network Support Manager
Inventory of Non-Expendable Property and Items Purchased with Contract Funds	N/A-Internal to Network Provider	June 1 st of each fiscal year	Embrace Families CBC Network Support Manager
Copies of all reports and corrective action plans from inspections, monitorings and reviews of the facility/program by DCF, other CBCs, accreditation agencies and other city, state and federal agencies	N/A-Internal to Reviewing Agency(s)	Within 30 days of receipt from reviewing agency	Embrace Families CBC Network Support Manager
Corrective Action Plans	Available upon request from Embrace Families CBC Network Support Manager	As Requested	Embrace Families CBC Network Support Manager

EXHIBIT G

AUDIT REQUIREMENTS

The administration of resources awarded by the Embrace Families Community Based Care, Inc. (Embrace Families) to the provider may be subject to audits as described in this attachment.

MONITORING

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

AUDITS

PART I: FEDERAL REQUIREMENTS

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

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

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

PART II: STATE REQUIREMENTS

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

In the event the recipient expends \$500,000 or more (\$750,000 or more for fiscal years beginning on or after July 1, 2016) in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to their Embrace Families CBC contract manager and the Department's Single Audit Unit. In the event the recipient expends less than \$500,000 (less than \$750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide

certification to their Embrace Families CBC contract manager and the Department's Single Audit Unit that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Embrace Families, DCF, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

PART III: REPORT SUBMISSION

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

- A. Embrace Families CBC Community Based Care, Inc. Contract Manager (1 copy):

Embrace Families CBC Community Based Care, Inc.
4001 Pelee Street,
Orlando, FL 32817

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

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

Email address: HQW.IG.Single.Audit@myflfamilies.com

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

<https://harvester.census.gov/facides/Account/Login.aspx>

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

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

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

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

PART IV: RECORD RETENTION

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

PART V: STATE AND FEDERAL SINGLE AUDIT ACT CERTIFICATION OF EXEMPTION

Provider Information:

Provider Name

Provider Address

FEIN(s)

Fiscal Year End Date

Certification of Exemption:

- I hereby certify that for the fiscal year indicated above, the agency did not expend \$750,000 or more in Federal awards during its fiscal year, the recipient agrees to provide certification to their Embrace Families CBC contract manager and the Department's Single Audit Unit that a single audit was not required. Therefore, the agency is EXEMPT from the requirement to have a federal single or program-specific audit conducted in accordance with the provisions of 2 CFR §§ 200.500- 200.521, as revised.
- I hereby certify that for the fiscal year indicated above, the agency did not expend \$750,000 or more in State financial assistance during its fiscal year, therefore the agency is EXEMPT from the requirement to have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

Bryan W. Brooks
Name of Provider's Certifying Official

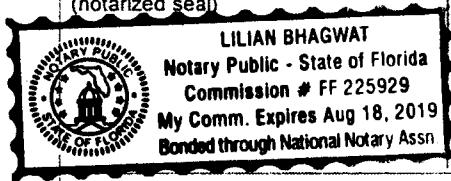
Bryan W. Brooks
Signature

21 Jun 19
Date

STATE OF FLORIDA
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 24 day of June, 2019, by (name of person making statement) _____

(notarized seal)

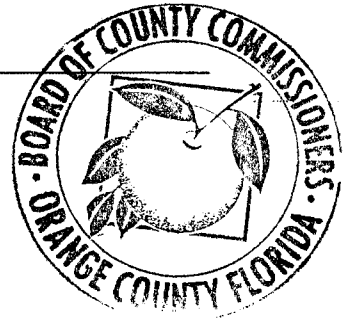


Lilian Bhagwat
(Signature of Notary Public-State of Florida)

Lilian Bhagwat
(Name of Notary Typed, Printed, or Stamped)

Personally Known or Produced Identification _____

Type of Identification Produced _____



BCC Mtg. Date: June 18, 2019

EXHIBIT H

HIPAA BUSINESS ASSOCIATE AGREEMENT

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

Section 1. Definitions

1.1 Catch-all definitions:

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

1.2 Specific definitions:

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

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

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

- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- 2.1.5 Notify Embrace Families' CBC Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential data;
- 2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
- 2.1.7 Provide any additional information requested by Embrace Families CBC for purposes of investigating and responding to a breach;
- 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential data as provided in section 817.5681, F.S.;
- 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by Embrace Families CBC to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data;
- 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by Embrace Families;
- 2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);
- 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- 2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

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

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

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

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

Section 5. Termination

- 5.1 Termination for Cause
 - 5.1.1 Upon Embrace Families' CBC knowledge of a material breach by the Business Associate, Embrace Families CBC shall either:
 - 5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by Embrace Families;

- 5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or
- 5.1.1.3 If neither termination nor cure is feasible, Embrace Families CBC shall report the violation to the Florida Department of Children & Families and the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

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

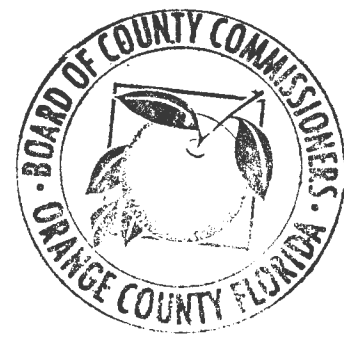
Section 6. Miscellaneous

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

Provider Signature: Byron W. Brooks

Name and Title: Byron W. Brooks, County Administrator

Date: 18 June 2015



APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUN 18 2019

EXHIBIT I

CERTIFICATION OF ADEQUATE INSURANCE COVERAGE

Contract #: _____

Provider Name: _____

Pursuant to this document, Network Provider certifies it maintains adequate and continuous insurance coverage with regard to the contract listed above as required by Embrace Families Community Based Care, Inc., Standard Contract, Section 2.9, the language of which is excerpted below.

2.9 Insurance

The Network Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a state agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Network Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Network Provider and the clients to be served under this Contract. The limits of coverage under each policy maintained by the Network Provider do not limit the Network Provider's liability and obligations under this Contract. Upon the execution of this Contract, the Network Provider shall furnish Embrace Families CBC and the Department of Children and Families written verification (listed as certificate holder) supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to expiration or cancellation. Embrace Families CBC reserves the right to require additional insurance as specified in this contract. The Network Provider shall comply with any and all changes or revisions to insurance requirements set forth by Embrace Families CBC and the Department of Children and Families, State of Florida.

Network Provider further certifies it is in compliance with all applicable federal and state statutory and regulatory insurance requirements as required in Attachment I.

Submission of this Certification shall not operate as acceptance by Embrace Families Community Based Care, Inc. of the adequacy of such policies to comply with the Contract requirements.

Provider Signature: Byron W. Brooks

Name and Title: Byron W. Brooks, County Administrator

Date: 18 June 2019

