



Interoffice Memorandum

May 30, 2019

AGENDA ITEM

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

THRU: Lonnie C. Bell, Jr., Director *Lonnie C Bell Jr*
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. GJ506 with Florida Department of Children and Families and Orange County Board of County Commissioners

On June 16, 2015, the Board approved the fiscal year 2015 Contract No. GJ502 with the State of Florida, Department of Children and Families (DCF) and Orange County to deliver an array of residential group care and emergency shelter services to eligible children in Circuits 9 and 18. Contract No. GJ502 was for a one year term ending June 30, 2016, has had seven amendments, and was renewed for an additional three years, ending June 30, 2019.

Contract No. GJ506 with DCF is for an initial period of three years, July 1, 2019 through June 30, 2022. The total compensation for this contract shall not exceed \$7,839,408. Contract No. GJ506 has been reviewed by Risk Management and by the County Attorney's Office. Both the County Attorney's Office and the Office of Risk Management objected to the liability and indemnification provisions as stated in PUR 1000; the State of Florida General Contract Conditions, and requested revised language. The language of PUR 1000 form expands the County's potential liability and could be construed as a waiver of the County's sovereign immunity protections. DCF rejected any changes to the document.

Consent Agenda Item – June 18, 2019

Approval of Contract No. GJ506 for July 1, 2019 through June 30, 2022

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While the Community and Family Services Department agrees that the language is one-sided and the Department of Children and Families will not remove their required indemnification language, the Community and Family Services Department has included two contract clauses that offer protection for the county, staff, and youth clients. Task list exhibit C section C-3.1.1 states that the Department or Community Based Care Lead Agency, Embrace Families, shall furnish the provider with information that significantly impacts the child's service planning. Additionally, in sections C 4-1 and C 4-2 the criteria for removing a youth from the GOV campus are identified. These sections provide conditions to assist/protect the county. If the county does not enter into this contract, the available beds for residential group care for Orange County youth would be reduced which would negatively impact the community. To offset the GOV bed loss, youth would be placed outside of the county, resulting in additional adjustment for these youth.

Therefore, despite the aforementioned comments/reservations/objections, the Community and Family Services Department is recommending approval of this Contract, and the County Attorney's Office has approved as to form.

ACTION REQUESTED: Approval and execution of (1) Contract No. GJ506 between the Florida Department of Children and Families and Orange County Board of County Commissioners to provide services to eligible children for the period of July 1, 2019 through June 30, 2022 in an amount not to exceed \$7,839,408; (2) Certification Regarding Lobbying; (3) Vendor Certification Regarding Scrutinized Company Lists; (4) Certificate of Signature Authority; (5) Certification of Executive Compensation Reporting Requirements; and (6) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts. All Districts. (Youth and Family Services Division)

KY:jam

Attachment

c: Randy Singh, Deputy County Administrator
Yolanda S. Brown, Fiscal Manager, Community and Family Services Department
Richard Radin, Sr. Program Manager, Youth and Family Services Division

Contract No. GJ506
CFDA No(s). 93.667
CSFA No(s). _____

BCC Mtg. Date: June 18, 2019

Client Services Non-Client
Subrecipient Vendor
Federal Funds State Funds

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and **Orange County Board of County Commissioners**, hereinafter referred to as the "Provider". If this document is denoted above as a GRANT AGREEMENT, the term "Contract" as it may appear hereinafter shall be construed to mean "Grant" or "Grant Agreement" as the context may provide. Similarly, the term "Provider" shall be construed to mean "Grantee" and the term "Contract Manager" shall be construed to mean "Grant Manager".

The section headings contained in this contract are for reference purposes only and shall not affect the meaning or interpretation of this contract.

The Department and Provider agree as follows:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1 Purpose and Contract Amount

The Department is engaging the Provider for the purpose of **providing an array of residential group care and emergency shelter services to eligible children in Circuit 9 and 18, Orange, Osceola, and Seminole County**, as further described in Section 2, payable as provided in Section 3, in an amount not to exceed **\$7,839,408.00**.

1.2 Official Payee and Party Representatives

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

Name: Orange County Board of County Commissioners
Address: Orange County Finance Department
Attn: Grants Post Office Box 38
City: Orlando State: FL Zip Code: 32808
Phone: 407-836-7600 Ext: N/A E-mail: N/A

1.2.2 The name, address, telephone number and e-mail of the Provider's contact person responsible for the Provider's financial and administrative records:

Name: Dr. Tracy Salem
Address: 1718 East Michigan Street
City: Orlando State: FLorida Zip Code: 32808
Phone: 407-836-7682 Ext: _____ E-mail: Tracy.Salem@ocfl.net

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

Name: Lonnie Bell
Address: 2100 East Michigan Street
City: Orlando State: FL Zip Code: 32806
Phone: 407-836-7318 Ext: N/A E-mail: Lonnie.Bell@ocfl.net

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

Name: Britt Swain
Address: 400 West Robinson Street
City: Orlando State: FL Zip Code: 32801
Phone: 407-317-7316 Ext: N/A E-mail: britt.swain@myflfamilies.com

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

1.3 Effective and Ending Dates

This Contract shall be effective **July 1, 2019** or the last party signature date, whichever is later. The service performance period under this Contract shall commence on **July 1, 2019** or the effective date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **June 30, 2022**, subject to the survival of terms provisions of Section 7.4. This contract may be renewed in accordance with SS. 287.057(13) or 287.058(1)(g), F.S.

1.4 Contract Document

This Contract is composed of the documents referenced in this section.

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

1.4.2 The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract.

1.4.3 The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 9, as provided therein.

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

1.4.4.1 Exhibits A through F;

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

1.4.4.3 This Standard Contract;

1.4.4.4 Any documents incorporated into this Contract by reference;

1.4.4.5 Attachments 1 through 12.

2. STATEMENT OF WORK

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by the Department to the extent that it prescribes a fixed price payment method or does not provide a method of payment for added tasks.

2.1 Scope of Work

The Scope of Work is described in Exhibit B.

2.2 Task List

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

2.3 Deliverables

The Deliverables are described in Exhibit D.

2.4 Performance Measures

2.4.1 The performance measures for acceptance of deliverables are set forth in Exhibit D, Section D-2.

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

3. PAYMENT, INVOICE AND RELATED TERMS

The Department shall pay for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department per Section 3.1 and shall remain subject to subsequent audit or review to confirm contract compliance. The State of Florida's performance and obligation to pay under this Contract is contingent upon an

annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

3.1 Prompt Payment and Vendor Ombudsman

Per section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract elsewhere specifies otherwise. Department determination of acceptable services shall be conclusive. Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. For any amount that is authorized for payment but is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved (or within thirty-five (35) days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

3.2 Method of Payment

The Provider shall be paid in accordance with Exhibit F.

3.3 Invoices

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

3.3.2 The final invoice for payment shall be submitted to the Department no more than **30** days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

3.4 Financial Consequences

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply financial consequences as provided for in Section 6.1. The parties agree that the penalties provided for under Section 6.1 constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per Section 6.2 and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 3.5, to the extent of such error. Financial consequences directly related to the deliverables under this Contract are defined in Exhibit F.

3.5 Overpayments and Offsets

The Provider shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Department and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the Provider or its auditor or upon written notice by the Department, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the Department from the Provider under this or any other contract or agreement. If this contract involves federal or state financial assistance, the following applies: The Grantee shall return to the Department any unused funds; any accrued interest earned; and any unmatched grant funds, as detailed in the Final Financial Report, no later than 60 days following the ending date of this Contract.

3.6 MyFloridaMarketPlace Transaction Fee.

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

4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

4.1 Compliance with Statutes, Rules and Regulations

In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Contract.

4.2 State Policies

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

4.3 Independent Contractor, Subcontracting and Assignments

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

4.3.2 The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

4.3.3 The Provider may subcontract under this Contract

4.3.3.1 The Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of the Department, which shall not be unreasonably withheld. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida.

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

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

4.3.4 To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (0.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

4.4 Provider Indemnity

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

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

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

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

4.5 Insurance

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

4.6 Notice of Legal Actions

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

4.7 Intellectual Property

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

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

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

4.8 Transition Activities

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

4.9 Real Property

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

4.10 Publicity

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

4.11 Sponsorship

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

4.12 Employee Gifts

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

4.13 Mandatory Reporting Requirements

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

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

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

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

4.14 Employment Screening

4.14.1 The Provider shall ensure that all staff utilized by the Provider and its subcontractors (hereinafter, "Contracted Staff") that are required by Florida law and by CFOP 60-25, Chapter 2, which is hereby incorporated by reference to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

4.14.1.1 Employment history checks;

4.14.1.2 Fingerprinting for all criminal record checks;

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

4.14.1.4 Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and

4.14.1.5 Security background investigation, which may include local criminal record checks through local law enforcement agencies.

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

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

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

4.15 Human Subject Research

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

4.16 Coordination of Contracted Services

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

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

4.16.1 Name of each contracting State agency and the applicable office or program issuing the contract.

4.16.2 Name of each contracting State agency and the applicable office or program issuing the contract.

4.16.3 Identifying name and number of the contract.

4.16.4 Starting and ending date of each contract.

4.16.5 Amount of each contract.

4.16.6 A brief description of the purpose of the contract and the types of services provided under each contract.

4.16.7 Name and contact information of each Contract Manager.

5. RECORDS, AUDITS AND DATA SECURITY

5.1 Records, Retention, Audits, Inspections and Investigations

5.1.1 The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 5.1.2. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

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

5.1.3 At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 2 CFR § 200.336, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

5.1.4 A financial and compliance audit shall be provided to the Department as specified in this Contract and in Attachment **10**.

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

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

5.2 Inspections and Corrective Action

The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this Contract. Following such review, the Department may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's direction. This provision will not limit the Department's choice of remedies under law, rule, or this contract.

5.3 Provider's Confidential and Exempt Information

5.3.1 By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. The Provider, upon written request of the Department, shall promptly provide a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

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

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

5.3.2.2 The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 5.3.2.1. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.1, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

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

5.4 Health Insurance Portability and Accountability Act

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

In compliance with 45 CFR § 164.504(e), the Provider shall comply with the provisions of Attachment 11 to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to the Provider's performance of this Contract.

5.5 Information Security

The Provider shall comply with, and be responsible for ensuring subcontractor compliance as if they were the Provider with, the following information security requirements whenever the Provider or its subcontractors have access to Department information systems or maintain any client or other confidential information in electronic form:

5.5.1 An appropriately skilled individual shall be identified by the Provider to function as its Information Security Officer. The Information Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of information security for Department information systems or any client or other confidential information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to Department information systems or any client or other confidential information. The Information Security Officer will ensure that any access to Department information systems or any client or other confidential information is removed immediately upon such access no longer being required for Provider's performance under this contract.

5.5.2 The Provider shall provide the latest Departmental security awareness training to all who request or have access, through the Provider's access, to Department information systems or any client or other confidential information.

5.5.3 All who request or have access, through the Provider's access, to Department information systems or any client or other confidential information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the Contract Manager.

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

5.5.5 The Provider agrees to notify the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

5.5.6 The Provider shall, at its own cost, comply with section 501.171, F.S. The Provider shall also, at its own cost, implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

5.6 Public Records

5.6.1 The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. As required by section

287.058(1)(c), F.S., it is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

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

5.6.2.1 Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.

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

5.6.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to the Department.

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

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

6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

6.1 Financial Penalties for Failure to Take Corrective Action

6.1.1 In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., should the Department require a corrective action to address noncompliance under this Contract, incremental penalties listed in section 6.1.2 through section 6.1.3 shall be imposed for Provider failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the Department to complete corrective action, but shall not exceed ten (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict the Department's application of any other remedy available to it under law or this Contract.

6.1.2 The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan, in accordance with the following standards.

6.1.2.1 Noncompliance that is determined by the Department to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

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

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

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

6.2 Termination

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

6.2.2 This Contract may be terminated by the Provider upon no less than one-hundred and twenty (120) calendar days' notice in writing to the Department unless another notice period is mutually agreed upon in writing.

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

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

6.2.5 Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider. To be terminated under this provision, the Provider must have:

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

6.2.5.2 Had a contract terminated by the Department for cause.

6.2.6 In the event of termination under Sections 6.2.1 or 6.2.3, the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.

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

6.3 Dispute Resolution

6.3.1 Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department, which shall be reduced to writing and a copy of the decision shall be provided to the Provider by the Contract Manager. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Department's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution.

6.3.2 After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract.

6.3.3 After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the exhibits or other attachments, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties.

6.3.4 Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.

6.3.5 This section shall not limit the parties' rights of termination under Section 6.2.

6.3.6 All notices provided by the Department under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.3 via the U.S. Postal Service or any other delivery service that provides verification of delivery, or via hand delivery. All notices provided by the Provider under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.4 via U.S. Postal Service or any other delivery service that provides verification of delivery, or via hand delivery.

7. OTHER TERMS

7.1 Governing Law and Venue

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

7.2 No Other Terms

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

7.3 Severability of Terms

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

7.4 Survival of Terms

Unless a provision hereof expressly states otherwise, all provisions hereof concerning obligations of the Provider and remedies available to the Department survive the ending date or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment.

7.5 Modifications

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

7.6 Anticompetitive Agreements

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

7.7 Communications

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

7.8 Accreditation

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

7.9 Transitioning Young Adults

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

7.10 DEO and Workforce Florida

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

7.11 Purchases by Other Agencies

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

7.12 Unauthorized Aliens

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

7.13 Civil Rights Requirements

These requirements shall apply to the Provider and all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

7.13.1 The Provider shall comply with the provisions 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.

7.13.2 The Provider shall not discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16.

7.13.3 If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within thirty (30) days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

7.14 Use of Funds for Lobbying Prohibited

The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a State agency.

7.15 Public Entity Crime and Discriminatory Contractors

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

7.16 Whistleblower's Act Requirements

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

7.17 PRIDE

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

7.18 Recycled Products

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

8. FEDERAL FUNDS APPLICABILITY

The terms in this section apply if Federal Funds are used to fund this Contract.

8.1 Federal Law

8.1.1 The Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 2 CFR, Part 200, and other applicable regulations.

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

8.1.3 If this Contract contains over \$150,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under 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, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to the Department.

8.1.4 No Federal Funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains Federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment **12**. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Contract.

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

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

8.1.7 If the Provider is a federal subrecipient or pass through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine whether or not its subcontracts are being awarded to a "contractor" or a

"subrecipient," as those terms are defined in 2 CFR, Part 200. If a Provider's subcontractor is determined to be a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

8.2 Federal Funding Accountability and Transparency Act (FFATA)

The FFATA Act of 2006 is an act of Congress that requires the full disclosure to the public of all entities or organizations receiving federal funds.

8.2.1 The 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 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.

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

8.3 Federal Whistleblower Requirements

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

9. CLIENT SERVICES APPLICABILITY

The terms in this section apply if the box for Client Services is checked at the beginning of this Contract.

9.1 Client Risk Prevention

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

9.2 Emergency Preparedness Plan

If the tasks to be performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this contract, submit to the Contract Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term "supervision" includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting. No later than twelve months following the Department's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary. The Department agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assume implementation of agreed emergency relief provisions.

9.3 Support to the Deaf or Hard-of-Hearing

9.3.1 The Provider and its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and CFOP 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.

9.3.2 If the Provider or any of its subcontractors employs 15 or more employees, such Provider and subcontractor shall each designate a Single-Point-of-Contact to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database by the 5th business day of the month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The

name and contact information for the Provider's Single-Point-of-Contact shall be furnished to the Department's Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

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

9.3.4 The Single-Point-of-Contact 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 providers and their subcontractors with fifteen (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.

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

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

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

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

9.4 Confidential Client and Other Information

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

9.4.1 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.

9.4.2 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.

9.4.3 A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

9.5 Major Disasters and Emergencies

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

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

IN WITNESS THEREOF, the parties hereto have caused this 59 page Contract to be executed by their undersigned officials as duly authorized.

PROVIDER: Orange County Board of County Commissioners FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature: *Brynn Brooks*
Print/Type
Name: for Jerry L. Demings
Title: Orange County Mayor
Date: 18 June 2019

Signature: *[Handwritten Signature]*
Print/Type
Name: William S. D'Aiuto SHARON WASHINGTON
Title: Regional Managing Director
Date: 26 June 2019

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

Federal Tax ID # (or SSN): 59-6000773

Provider Fiscal Year Ending Date: 06/22

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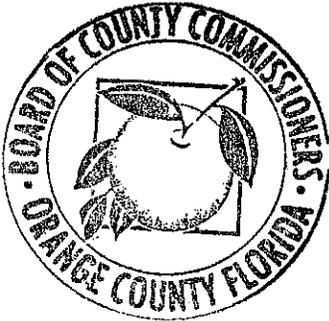


EXHIBIT A – SPECIAL PROVISIONS

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

A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

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

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

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

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

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

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

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

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

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

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

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

A-1.12 Lead Agency- The not for profit or governmental community-based care provider responsible for the provision of support and services for eligible children and families through the coordination, integration and management of a local system of supports and services for eligible children and their families.

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

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

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

A-1.16 Licensed Residential Child Caring Agency - Any person, corporation, or agency, public or private, other than the child's parent or legal guardian, that provides staffed twenty-four-hour care for children in facilities maintained for that purpose, regardless of whether operated for profit or whether a fee is charged, and the facility is licensed under Chapter 65C-14, F.A.C.

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

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

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

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

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

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

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

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

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

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

A-1.27 Service Plan - In accordance with 65C-14.040 F.A.C., is a goal-oriented, time-limited, individualized program of action for a child receiving residential group care program services. The service plan is developed by the Provider, in cooperation with the Department or the contracted Community-Based Care Lead Agency, Embrace Families, and the child's family.

A-2. STATEMENT OF WORK

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

A-3. PAYMENT, INVOICE AND RELATED TERMS

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

A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

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

A-5. RECORDS, AUDITS AND DATA SECURITY

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

A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

6.1 Dispute Resolution: it is expected that the Recipient and the Department will agree to cooperate in resolving any differences concerning performance or in interpreting the grant agreement. Within five (5) working days of the execution of a grant agreement for services, each party shall designate one person to act as its representative for dispute resolution purposes and shall notify the other party of the person's name, business address and telephone number. Within five (5) working days from delivery to the designated representative of the other party of a written request for dispute resolutions, the representatives will conduct a face-to-face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, the representatives shall make recommendations to the Secretary who has final authority to resolve the dispute. The parties reserve all their rights and remedies under Florida Law.

A-7. OTHER TERMS

1. In accordance with Section 402.181, F.S., the Provider may file claims with the Department of Legal Affairs at its office in accordance with administrative rules prescribed by the Department of Legal Affairs for the purpose of making restitution for property damages and direct medical expenses for injuries caused by foster children.
2. Federal or State Audit-Any federal or state audit resulting in a disallowance which was caused by the Provider's non-compliance with federal regulations or an incorrect claim shall be repaid to the Department by the Provider upon discovery.
3. 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 Provider's location or at the subcontractor's locations for inspection by the Department.
4. The Provider shall comply with Section 402.24, F.S., for recovery of third party claims for medical services.
6. The Provider shall comply with Section 402.17, F.S., if or claims for care and maintenance; trust property.
5. The Provider has no standing to apply for or to retain Social Security, SSI or any other benefits for any foster child for which the Department has legal standing to receive benefits as representative payee or by order of the court. Any such benefits that may be received by the Provider shall be paid to the Department as the legally constituted representative payee on behalf of any such child.

EXHIBIT B - SCOPE OF WORK

B-1. SCOPE OF SERVICE

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

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

The Provider shall perform tasks in accordance with 65C-30, 65C-28 F.A.C. and 409.988, 39, 408, F.S.

B-2. MAJOR CONTRACT GOALS

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

- B-2.1 Provide room, board, care and supervision while ensuring that each child's safety and well-being is protected.
- B-2.2 Ensure that service planning is based on the child's Comprehensive Behavioral Health Assessment, Biopsychosocial Assessment, and Individualized Treatment Plan, integrated and consistent with each child's case plan and permanency plan goals.

B-3. SERVICE AREA/LOCATIONS/TIMES

B-3 Service Area/Locations/Times

B-3.1 Service Delivery Location(s):

Great Oaks Village (GOV)/Welcome Center	Youth Shelter
1718 East Michigan Street	1800 East Michigan Street
Orlando, Florida 32806	Orlando, Florida 32806

B-3.2 Service Times

- B-3.2.1 Direct care and supervision of the children shall be provided twenty-four hours per day, seven days per week, including holidays.
- B-3.2.2 The Provider shall be available to admit children for care Monday through Friday as needed basis.
- B-3.2.3 Administrative offices shall be open Monday through Friday, from 8:00am to 5:00pm., except for County approved closings.
- B-3.2.4. In the event of an emergency, critical incident, natural or man-made disaster, the Executive Director or designee shall be on-call and available to respond on-site at the facility twenty-four hours per day, seven days per week.

B-3.3 Changes in Location

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

B-4. CLIENTS TO BE SERVED

B-4.1 General Description

B-4.1.2 The Provider shall serve Dependent and Prevention children who are referred by the Department and/or Community-Based Care Lead Agency, Embrace Families, that meet the Provider's written admission criteria.

B-4.1.3 The Provider's licensed capacity shall not exceed 72 children.

B-5. CLIENT ELIGIBILITY

B-5.1 The Department or the Community-Based Care Lead Agency, Embrace Families, shall determine eligibility for all children in need of residential and emergency shelter group care program services served under this contract based upon the Provider's admission criteria. Any referrals for services that do not meet the Provider's approved admission criteria shall not be counted against the Provider as a denial. Priority shall be given to children from Orange, Osceola, and Seminole County.

B-5.1.2 The Provider shall be available to admit children for care on Monday through Friday as needed. All requests for placement shall have a written approval or denial to the Community-Based Care Lead Agency, Embrace Families within 4 hours of receiving the written request. All denials shall be written and tied to the specific admission criteria established below.

B-5.1.3 **Attachment 7-Denial Log**, listing all denials including rationale for the month, will be submitted with the monthly invoice.

B-5.1.4 The Welcome Center, Youth Shelter, and GOV Agency Operating Procedures are incorporated by reference

B-5.1.5 **Emergency Shelter and Residential Group Care, Youth Center, and Welcome Center Admission Criteria**

- a. Children/Youth who have been identified as a juvenile sexual offender according to Florida Statute 985.475, sexually aggressive and/or sexually reactive youth will be accepted if the alleged/reported/verified documented incident occurred beyond 6 months of referral date; and they are currently receiving and actively attending clinical services for the last 90 days to date or they successfully completed therapeutic treatment.
- b. Children/Youth with a completed suitability assessment recommending SIPP placement maybe accepted as a short term (week to week) placement after being assessed. Successful short-term placements will be extended to long term placements.
- c. Children/Youth with histories of fire setting/arson beyond 6 months will be accepted if they have been successfully discharged from therapeutic treatment and/or are currently receiving clinical services and actively attending these services for the last 90 days to date.
- d. Children/Youth with histories of animal cruelty beyond 6 months will be accepted if they have been successfully discharged from therapeutic treatment and/or are currently receiving clinical services and actively attending these services for the last 90 days to date.
- e. Children/Youth with a history of suicidal gesture, attempt, or self-harm behaviors or current ideations of suicidal ideation or self-harm behavior will be accepted if they have been successfully discharged from therapeutic treatment and/or are currently receiving clinical services and actively attending these services for the last 90 days to date.
- f. Community Children that are receiving services from the Department of Children and Families or Community-Based Care Lead Agency, Embrace Families.

B-5.1.6 **Emergency Shelter and Residential Group Care, Youth Shelter, and Welcome Center Denial Criteria**

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

- b. Children/youth will not be accepted with the following: physical aggression that has caused significant bodily harm resulting in injuries, physical sexual aggression such as rape and/or molestation or violent behavior with a weapon/s that has been alleged, reported and/or documented within the last 6 months.
- c. Children/Youth with a history of criminal or delinquent behaviors will not be accepted if the child/youth is required to wear ankle monitoring that affects staffing pattern due to court restrictions.
- d. Children/Youth who are pregnant will not be accepted and/or cannot remain in Great Oaks Village (GOV) or Youth Shelter beyond their first trimester.
- e. Children/Youth will not be accepted in the Youth Shelter who have medical/mental health needs that require injectable medication or processes.

B-6 Client Determination

B-6.1 Children who have been referred by the Department or Community Based Lead Agency; Embrace Families, who meets the admission criteria or need emergency shelter due suspected abuse, neglect, and/or abandonment.

B-6.1.1 The Welcome Center accepts children ages 0-17 years old. GOV accepts children ages 6-17 years old, The Youth Shelter accepts children ages 11-17 and;

B-6.1.2 GOV accepts previous young adult residents that have been determined eligible for Extended Foster Care by the Community-Based Care Lead Agency, Embrace Families.

B-7 Equipment

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

B-8 Contract Limits

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

Exhibit C Task List

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

C-1 Service Tasks

C-1.1 Task List

In addition to the requirements outlined in Section B-1., Scope of Services, the Provider is required to:

- C-1.2 Provide services consistent and in accordance with Florida Administrative Code, Florida Statutes, Department of Children and Families Licensing standards, Department of Children and Families Operating Procedures, and/or any successor law or rule, as amended from time to time.
- C-1.3 Pass an annual inspection in accordance with 65C-14.010, F.A.C., and Section 409.176(2)(a), F.S.
- C-1.4 In accordance with 65C-14.014(9)(c), F.A.C. maintain a Medication Administration Log for the administration of all medication including the following: name of child for whom prescribed, doctor's name, and reason for medication, quantity of medication in container and on the prescription, method of administration that is prescribed (orally, topically or injected), dosage of medication administered, time of day of administration, signature of personnel member who administered the medication.
- C-1.5 Maintain and implement current written incident Notification Procedure in accordance with 65C-14.017, F.A.C.
- C-1.6 Comply with the Department's Prevention, Reporting and Services of Missing Children as established in 65C-30.019 F.A.C. and in CFOP 175-85 as well as compliance with the Department's Incident Reporting and Client Risk prevention standards as established in CFOP 215-6. Reportable incidents shall be reported to the Department, Community-Based Care Lead Agency, Embrace Families, and Case Management Agencies, (CMAs) within 24 hours of occurrence. Critical incidents will be entered in IRAS within one business day of occurrence.
- C-1.7 Comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Lead Agency, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident (as defined in CFOP 180-4) shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the contract manager; and 2) other reportable incidents shall be reported to the Department's Office of Inspector General by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at ig_complaints@myflfamilies.com. The Lead Agency and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428.
- C-1.8 Schedule and supervise weekly visitation on campus of children placed at GOV with their families, or others who are significant in the child's life, in accordance with the child's case plan and/or court order. Transporting youth placed at GOV to visitation with families or others who are significant in the child's life in accordance with the child's case plan and court order will be determined on a case by case basis based on the availability of transporters.
- C-1.9 Maintain, vehicles in safe operating condition in accordance with 65C-14.010(3), F.A.C. Maintain and implement a written Insurance and Safety Requirements Standards Policy, for all vehicles and drivers used for transportation of children. The policy must comply with the provision, transport and supervise weekly visitation on campus of children with their families, or others who are significant in the child's life, in accordance with the child's case plan and Court order. Transportation to visitation with families or others who are significant in the child's life in accordance with the child's case plan and court order will be determined on a case by case basis based on the availability of transporters (this is for GOV clients)
 - C-1.9.1 The Provider is self-insured per section 768.28, Florida Statutes. Any decision by the Provider to purchase commercial insurance or self-insure above the sovereign immunity limits does not constitute a waiver or the provisions of section 768.28, Florida Statutes.

- C-1.9.2 Transportation operation must comply with state motor vehicle laws, requirements and standards including the following restrictions:
 - C-1.9.2.1 The number of people in a vehicle used to transport children shall not exceed the number of available seats and appropriate restraining devices. All persons in a vehicle shall use restraining devices while in transit, in accordance with Section 316.613, F.S.; and,
 - C-1.9.2.2 All vehicles used to transport six or more children shall be equipped with first aid kits
 - C-1.9.2.3 Drivers who are responsible for the transportation of children shall:
 - C-1.9.2.4 Possess a valid operator license in accordance with Chapter 322 F.S., obey all State of Florida traffic laws;
 - C-1.9.2.5 Comply with all applicable state regulations regarding alcohol and drug testing for safety sensitive job positions;
 - C-1.9.2.6 Report to the Provider and contract manager within twenty-four-hours all traffic violations that they are alleged to have committed.
- C-1.10 Maintain a Child Allowance/Fund Log for all monies distributed to children admitted to the facility as required by 65C-14.018((11), F.A.C.
- C-1.11 In accordance with 65C-14.006(8), F.A.C., prior to or on the day of admission, complete an orientation with each child that includes but is not limited to:
 - C-1.11.1 Providing each child, his/her parent guardian and the department/Community-Based Care Lead Agency, Embrace Families, with a hard or electronic copy of the facility's written policies and procedures, upon request, governing the care of the children. A copy of the facility's grievance policy and procedures, and communication and visitation with parents, caregivers, relatives, friends and discipline policies;
 - C-1.11.2 Informing the child that his/her safety and well-being is a major concern;
 - C-1.11.3 Informing child of his/her rights and responsibilities. If the child is age 12 or older, use the literature recommended by the Statewide Teen Advisory Board;
 - C-1.11.4 Giving the child the Florida Abuse Hotline number in writing to call if he/she has concerns about his/her safety;
 - (a) Providing a tour of the facility's physical plant including the child's personal living quarters;
 - (b) Introducing the child to personnel and other residents;
 - C-1.11.5 Reviewing the program's goals and objectives
 - C-1.11.5.1 Complete a biopsychosocial assessment on each youth in GOV within fourteen (14) days of placement. The biopsychosocial assessment will assess the client on three dimensions: biological, psychological and social. The assessment shall include a review of all existing documentation about the youth and his or her family, including but not limited to the Comprehensive Behavioral Health Assessment.
 - C-1.11.5.2 Complete a Comprehensive Family Assessment (CFA) for each youth in the Youth Shelter within five (5) days of placement. The CFA will assess the client on three dimensions: biological, psychological and social. The assessment covers the history and presenting problems of the youth.
 - C-1.11.5.3 Develop an individual service plan (ISP) on each youth within 30 days of placement. The service plan is developed based on the identified needs from the assessment. The service plan has

measurable objectives with target dates, the amount, frequency and duration for each service. The service plan should be reviewed every 90 days or when a new need is identified.

C-1.11.5.4 Develop an individual treatment plan on each youth placed in GOV within 5 days of placement. The treatment plan is developed based on initial contact and history to identify services needed for immediate stabilization. The treatment plan will be reviewed every 90 days.

C-1.12 Complete a written Personal Item Inventory for each child as follows:

C-1.12.1 An initial inventory at admission, annually and at discharge. A record of the inventories will be kept in the clients' case record and submitted to the Dependency Case Manager upon request and;

C-1.12.2 A running inventory list must show all personal items, including clothing, that the child brought to the facility and all personal items, including clothing that the child acquired during care and discarded during care.

C-1.13 The Provider shall deliver Independent Living (IL) tasks for youth placed at GOV (12 or older) according to 65C-28 and 65C-30 F.A.C. as follows:

C-1.13.1 Complete an Independent Living Assessment on each youth 12 years and older within 30 days of placement (Daniel Memorial or Ansel Casey), if an existing Independent Living Assessment is unavailable. Independent Living Assessments shall be completed on each child within 30 days of their 12th, 15th and 17th birthdays.

C-1.13.2 Ensure that independent living needs as identified from the assessment are addressed on the youth's Independent Living training plan.

C-1.13.3 Provide at a minimum at least monthly trainings and activities to address the needs of the IL assessments and IL training plan. The service plans shall include needs identified by the Independent Living Assessment as well as goals from the Normalcy Plan if necessary or appropriate.

C-1.13.4 Ensure that each eligible child can attend and participate in Independent Living activities, service learning projects, skills training, youth advisory board meetings and conferences by encouraging, supporting, transporting, and integrating independent living goals into each eligible child's service plan;

C-1.13.5 Work with each child's case manager to plan and assist with meeting the child's educational and vocational goals, as stated in the child's case plan;

C-1.13.6 Assist each eligible child with job skill training, job interviews, employment seeking opportunities, and assist with transportation to and from work or may provide transportation within a certain mile radius.

C-1.13.7 Employ behavior management strategies that are designed to teach desired behaviors, problem solving and decision-making skills, independent living skills, social skills, accountability and responsibility.

C-1.14 The Provider shall work with the Dependency Case Manager to ensure the youth, depending on his/her age and maturity level, will be allowed and encouraged to engage in the following age appropriate activities that include but are not limited to dating, working, babysitting, shopping, planned activities with friends, including overnight sleepovers.

C-1.15 A child who displays challenging behaviors may not be discharged from the facility prior to a multi-disciplinary team placement stabilization staffing and the Department or Community-Based Care Lead Agency, Embrace Families, concurrence with the discharge:

C-1.15.1 The Provider coordinates a Placement Stabilization Staffing with the Dependency Case Manager and Community-Based Care Lead Agency, Embrace Families, Intake and Placement (I&P) unit to occur within seven (7) days of written notification to the Dependency Case Manager of the challenging behaviors. In cases where the services agreed upon at the staffing and upon 30 days of implementation of the services if the behaviors does not improve or the behaviors continue or deteriorate, the Department or Community-Based

Care Lead Agency, Embrace Families, will have up to seven (7) days to find an alternative placement from the date of notification to the I&P unit Dependency Case Manager of the failure of the services to correct the situation. Requests for abatement of the 30-day timeframe can be made by the Provider and approved on a case by case basis by Community-Based Care Lead Agency, Embrace Families, I&P staff when a child poses a danger to himself or others if left in the placement. For those instances where a child does pose a danger to himself or others and upon receipt of the Provider's request the CMA, or Community-Based Care Lead Agency, Embrace Families, I&P unit will have up to three (3) business days to find the child an alternate placement.

- C-1.16 Participate in the development of each child's case plan upon request from the CMA staff.
- C-1.17 Individual Service Plan (ISP) addresses each child's education and vocational goals. Progress towards these goals are monitored and documented by maintaining ongoing communication with the youth's educational institution. If a youth has an Individual Education Plan (IEP), conferences will be attended by Provider staff.
- C-1.18 Monitor and assess youth's progress towards his/her ISP at least quarterly in an internal Case Review Staffing; to be documented in the client's case file, along with documentation that the Dependency Case Manager has been invited to the meeting. At least quarterly, the case review staffings may include but not be limited to the following: program staff, CMA, GAL, JPO's youth, and any other party involved in the child's case.
- C-1.19 Provide a computer lab with internet access for all residents which will be supervised by GOV staff. The lab will be equipped with a minimum of sixteen (16) computers. All computers will have internet access.
- C-1.20 Develop and Coordinate a comprehensive six to eight-week summer program for GOV residents that includes Educational, Recreational, Healthy Living and Independent Living Components.
- C-1.21 Provide onsite counseling services by three Master Level Clinicians in addition to any counseling identified in the youth's case plan. Counseling services to be provided at a minimum of one (1) time per month by Provider staff to assist with reunification. Services to include family, individual, and group counseling to address mild to moderate mental health needs, including but not limited to: adjustment counseling, school problems, behavioral problems, grief and loss, substance abuse, and attachment disorder, individual interventions to assist with placement stabilization, crisis intervention including suicide risk assessments, de-escalation and tension reduction, and assisting program staff to develop meaningful interventions consistent with contractual and program procedural guidelines while reinforcing Trauma Informed Care.
- C-1.22 Provide afterschool tutoring services to students placed at GOV during the academic school year. Residents will receive tutoring a minimum of 45 minutes two (2) times a week (during the calendar school year). Elementary students may include working with a reading buddy to enhance reading skills. Tutors will be OCPS certified teachers, retired teachers, degree seeking interns, bachelor level volunteers or paid employees with knowledge and experience in the subject for which they are tutoring.
- C-1.23 Provide a structured study hall one (1) hour per day Monday-Thursday for students placed at GOV (during the calendar school year). Staff and resources will be available to assist residents with skill enhancements, homework assignments and projects.
- C-1.24 Provide Trauma Informed Care (TIC) services to residents with more difficult to manage behaviors/mental health issues.
- C-1.25 Provide individualized interventions for each resident based on the TIC perspective. GOV staff members will work with the residents in their cottages to identify their individual stressors and develop a method of intervening that is most beneficial and specific to meeting their individual needs.
- C-1.26 Provide visual reminders and positive reinforcement throughout the facility to remind staff members and residents of the commitment to the trauma informed philosophy of care.
- C-1.27 Provide sensory areas and materials to each cottage and the Youth Shelter to provide the residents a space for self-calming and relaxation.

- C-1.28 Youth placed at the Youth Shelter, Welcome Center, and GOV cottages will be provided clinical/therapeutic services by a clinician who are TIC trained. The clinical services will be overseen by a licensed clinician.
 - C-1.29 Provide 30- and 60-day aftercare follow up to all residents discharged from the Youth Shelter and GOV to ensure the aftercare referrals are appropriate and to offer additional referrals if needed.
 - C-1.30 Provide onsite court ordered drug testing and transportation to the Addictions Receiving Facility if needed. Testing will require a court order and test results shall be made available.
 - C-1.31 Major Program Goals for those Independent young adults who age out or return placement to GOV:
 - C-1.31.1 Collaborate with the Community-Based Care Lead Agency, Embrace Families, Independent Living Program to ensure all children are provided:
 - C-1.31.1.1 Extended Foster Care, Post-Secondary Education Support Services and Aftercare program information and referred to the Community-Based Care Lead Agency, Embrace Families, IL Managers to access their individual eligibility for continued enrollment.
 - C-1.31.2 Ensure Extended Foster Care youth are provided:
 - C-1.31.2.1 Core placement services including housing, food, transportation, supervision and support
 - C-1.31.2.2 Extensive independent living opportunities in preparation for self-sufficiency that will include receiving assistance to promote educational success, work experience and opportunities to engage in basic life skills activities,
 - C-1.31.2.3 Guidance and mentorship that will assist them in developing into a strong and self-sufficient leader in the community,
 - C-1.31.2.4 Opportunities to work collaboratively with potential caregivers, relatives, GALs (Guardian Ad Litem), Community-Based Care Lead Agency, Embrace Families, IL Managers, Specialists and Dependency Case Managers.
 - C-1.31.2.5 Opportunity to develop a transition plan which includes long-term goals within 30 days of the young adult's 18th birthday or approval of entry into EFC in collaboration the Community-Based Care Lead Agency, Embrace Families, IL Manager and case management staff detailing the expectations of all parties. The transition plan must at a minimum include the tasks outlined in 65C-41.031, F.A.C.
 - i. The plan will include a provision for unanticipated absences from the home and include information on how and when the young adult is expected to notify his/her placement and Community-Based Care Lead Agency, Embrace Families, case manager of the absence.
 - ii. The plan will also outline consequences for the young adult who fails to comply with the established living arrangements.
- (a) Work collaboratively with the Community-Based Care Lead Agency, Embrace Families, IL and CMA staff to develop a case plan for the youth: a copy of the case plan must be provided to the young adult and a copy kept in the young adult's case management file.
 - (b) Provide an opportunity for the Young Adult to attend all judicial review and other court hearings that involve the youth. The provider will also provide the court with updates on the young adults' progress towards independence, and ensuring the young adult is participating in normalcy activities.
 - (c) Development Opportunity for Financial Management:
 - i. The young adult is provided a structured opportunity to practice budgeting and other financial management skills.

(d) Assistance provided to the young adult, monthly, to prepare a budget to determine how his/her allowance will be used. A copy of the budget will be provided to the young adult. The youth will receive an allowance from the Community-Based Care Lead Agency, Embrace Families, which is expected to support:

- i. Food outside of home
- ii. Clothing
- iii. Entertainment
- iv. Supplies for school or work
- v. Cell phone
- vi. Hygiene Supplies

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

C- 2 **Provider Responsibilities**

C-2.1 In accordance with 65C-14.018(2), F.A.C., the Provider shall ensure that any public appearances by the children, involving publicity or for fund raising purposes, are voluntary and the written consent of the child's parents, legal custodian, or legal guardian is on file.

C-2.2 Coordination with Other Providers/Entities

C-2.2.1 The Provider shall ensure that services and requests for payment are coordinated and not duplicated with other payers, such as the local school districts and Medicaid.

C-2.2.2 The Provider shall comply with the order of a court of competent jurisdiction (usually the Circuit Court), Juvenile Division, in the admission and discharge of children.

C-2.2.3 The Provider agrees to establish and maintain working agreements with the Community-Based Care Lead Agency, Embrace Families, to fully implement the requirements of the CBC system of care. The working agreements shall clarify roles and responsibilities, including referral and denial process and requirements, financial obligations, handling of any unexpended funds, and establishes a shared vision, promotes integrated community support and services to improve outcomes for families involved in the child welfare system.

C-2.2.4 The Provider agrees to cooperate with other agencies or service providers that are needed to achieve the child's case plan goals.

C-2.2.5 The Provider agrees to attend, as required, court hearing and MDT staffings related to the children served.

C-2.3 Reporting of Missing Children

The Provider agrees to comply with 65C-30.019, F.A.C., and GOV Policy- Runaway-Missing Child Reporting.

C-3 **Department Responsibilities**

C-3.1 Department Obligations

C-3.1.1 The Department or Community-Based Care Lead Agency, Embrace Families, shall furnish the Provider with the information that significantly impacts the child's service planning. Such information may include, but is not limited to: the case plan, the child resource record, a copy of the most current court order, judicial

review (JSSR), available medical, legal, psychological or psychiatric evaluations and treatment plans, and CBHA's educational histories.

C-3.1.2 The Department or Community-Based Care Lead Agency, Embrace Families, shall be responsible for informing the Provider in writing of Department or Community-Based Care Lead Agency, Embrace Families, contacts and telephone numbers for emergencies.

C-3.2 Department Determinations

The Department or Community-Based Care Lead Agency, Embrace Families, is authorized to make scheduled and unscheduled or unannounced visits to the residential group facility to investigate and evaluate the facility's compliance with license and contract requirements and on-site inspections of the condition of the facility.

C-3.3 Monitoring Requirements

The Provider will be monitored in accordance with existing Departmental procedures (CFOP 75-8).

C-4 **Task Limits**

C-4.1 Services shall be provided for each child until the court determines that the child is to be returned to the parent or an alternate placement is identified.

C-4.2 Any child who displays the following behaviors and will not be accepted back into the program, or if police intervention is required and the child meets detention criteria. The Department or Community-Based Care Lead Agency, Embrace Families, and CMA's Dependency Case Manager will remove the youth within 72 hours of receiving the **Attachment 1 Request for Removal form**.

C-4.2.1 Arrested for a violent crime;

C-4.2.2 Arrested for possession or the sale of drugs;

C-4.2.3 Possession of drugs, or a citation, or arrest for possession or sale of drugs;

C-4.2.4 Demonstrated serious aggression to another resident or staff;

C-4.2.5 Sexually perpetrated on another resident.

C-4.2.6 Attempted Suicide (Participation in MDT staffing required)

C-4.3 A child or adolescent may be temporarily admitted to a crisis stabilization unit for involuntary or voluntary examination under provisions of the Baker Act, Chapter 394 or 463, F.S. In accordance with procedures specified in CFOP 170-5, Mental Health Consultations, the Provider shall contact the receiving or treatment facility immediately and request information regarding the child or adolescent's discharge status. Provider shall participate in any multi-disciplinary staffings held to facilitate the development of the child or adolescent treatment post baker act

C-5 **Administrative Tasks**

C-5.1 Staffing

C-5.1.1 Staffing Levels

In accordance with 65C-14.023(7), F.A.C., the Provider shall maintain personnel coverage and personnel to child ratios to ensure the safety and well-being of each child, (24) twenty-four hours per day, seven days per week, including holidays. Youth that require their own bedroom and bathroom will be billed at a double bed rate.

C-5.1.1.1 Provider will notify the Department, in writing, within five (5) days whenever the Provider is unable or expects to be unable to provide the required quality or quantity of service due to staff turnovers or shortages.

C-5.1.2 Professional Qualifications

- C-5.1.2.1 Employment Screening. In accordance with 65C-14.023, F.A.C., Section 409.175, F.S., and Chapter 435, F.S., all Provider personnel shall meet Level 2 Employment Screening requirements. The Provider is responsible to ensure these screenings and requirements are completed, reviewed and include good moral character documentation, employment screening, employment history checks, criminal record checks, *and* juvenile record checks. Fees for such checks shall be the responsibility of the Provider.
- C-5.1.2.2 In accordance with 65C-14.023, 65C-14.024, and 65C-14.055, F.A.C., the Provider must employ personnel to perform administrative, supervisory, service, and care functions.
- C-5.1.2.3 All staff must possess adequate education and training to perform the duties for which they are assigned and meet all applicable licensing or certification requirements of their respective disciplines.
- C-5.1.2.4 Certain positions or work assignments require the maintenance of an active license, registration, or certification. It is the Provider's responsibility to ensure that such licenses (including driver's and chauffeur's licenses), registrations or certifications are maintained on a current basis by the personnel in these positions.

C-5.2 Training Requirements

The Provider will implement clinical support enhancements overseen by the Clinical Residential Services Supervisor, a licensed clinician, or designee. The Provider will be responsible for ensuring the development of sufficient training materials and ongoing instruction for all employees and volunteers. The Provider will use an Evidence Based Practice Model approved by the Department for all trainings.

- C-5.2.1 In accordance with Section 409.988, F.S., and 65C-14.023, F.A.C., the Provider shall ensure that all personnel and volunteers are trained and provided with updated training. All training shall be documented in each personnel and volunteer training file.
- C-5.2.2 All staff will be trained in Trauma Informed Care (TIC).
- C-5.2.3 All employees will be required to complete the introduction to TIC within the first 60 days of hire, and to attend TIC training annually. The required training enhances the care and services provided to GOV residents.
- C-5.2.4 All staff will be trained in Motivational Interviewing.
- C-5.2.5 All staff will be trained in dealing with Human Trafficking, Suicide Prevention and LGBTQIA.
- C-5.2.6 A comprehensive detailed training plan shall be developed in conjunction with the Department and approved by the Department, annually. The trainings must meet the requirements outlined in 407.175(14), F.S., 65C-13.024(1), F.A.C and 65C-35.014(1), F.A.C. and the Quality Standards for Group Care.

C-5.3 Subcontracting

This contract allows the provider to subcontract for the provision of the following services under this contract: *residential group care services*. For the purposes of this contract, Embrace Families., in its capacity as the "Community-Based Care Lead Agency," provides *residential group care services* for which the Provider can subcontract. All subcontracting is subject to the provisions of Section 4.2 of the Standard Contract. The subcontractor at any tier level must comply with the E-Verify clause as subject to the same requirements as the prime contractor. The provider may not subcontract services not listed.

C-5.4 Records and Documentation

- C-5.4.1 The Provider shall maintain a case file for each child placed at the facility during the time the child's placement and for a minimum of five (5) years after the child is discharged from the facility. Case files should include, but are not limited to, items listed in 65C-14.022(5), F.A.C.
- C-5.4.2 The Provider shall maintain a copy of the service plan written in accordance with 65C-14.040(14), FAC., signed and dated as completed within thirty (30) days of placement and updated or revised every 90 days from the original date and integrated and consistent with the child's case plan;
- C-5.4.3 The Provider shall complete an individual treatment plan on all accepted youth within five (5) days of placement, and update or revise every 90 days from the original date and integrated and consistent with the child's needs.
- C-5.4.3 The Provider shall submit a Monthly Progress Report for each child placed at GOV after 30 days of intake and for each month thereafter for whom the Provider is requesting payment that shall be sent to the child's Dependency Case Manager. The report shall include, but is not limited to, the child's name, Dependency Case Manager, date of report, time covered by the report, progress during the month on his service plan goals and objectives, anticipated discharge date, and any critical incidents.
- C-5.4.4 Child Allowance Log shall include the current balance, date, amounts of each allowance or fund distributed to the child and the child's signature for the receipt of the allowance for funds.
- C-5.4.5 Personnel Files -All personnel shall have an individual personnel file that shall include but is not limited to the following information:
 - (a) Copy of degree, diploma or certified copy of transcripts used to determine minimum qualifications for the position.
 - (b) Copies of Level 2 Employment Screening documentation.
 - (c) Original signed and dated security agreement, CF114, updated annually.
- C-5.4.6 In accordance with 65C-14.048(3), FAC., a **Discharge and Aftercare Report** shall be prepared at least 45 calendar days prior to the projected date of discharge from GOV and Youth Shelter, unless the discharge is unplanned and unforeseen. A copy of the discharge summary shall be provided to the parent or guardian or referral agency at least seven (7) calendar days prior to the proposed discharge date, unless the discharge is unplanned and unforeseen.
- C-5.4.7 In accordance with 65C-14.048(4), F.A.C., the discharge summary shall include the following, but is not limited to:
 - (a) A summary of services, an assessment of goal achievement, and identification of the needs which remain to be met;
 - (b) Recommendations for the child and family following discharge from care, including provisions for support and referrals;
 - (c) The date and reasons for discharge, the name, address, telephone number and relationship of the person or agency to whom the child is being discharged; and,
 - (d) A copy of the child's medical, dental, educational and other records for the use of the person or agency who will assume care of the child Objective and measurable goals;

C-6 Reports (programmatic and to support payment)

- C-6.1 The list of reports to be completed by the Provider, including the time frame for their final due dates, frequency, and format are all specified in **Contract Reports Tracking Table**. Delivery of reports shall not be construed to mean acceptance of those reports; acceptance of required reports shall constitute a separate act and must be approved by the contract manager as such. The Department reserves the right to reject reports as incomplete, inadequate or unacceptable according to the limits set forth in this contract. The Department, at its option, may allow additional

time for the Provider to remedy the objections noted by the Department, or the Department may, after giving the Provider a reasonable opportunity to make a report complete, adequate, or acceptable, declare this contract to be in default.

- C-6.2 Major Significant Deviation from Progress Report is a written narrative addressing the discovery or occurrence of any major or significant deviation from the anticipated progress or problems associated with delivery of services (problems or delays) from the task list. The Provider will submit, to the contract manager, a written report within five (5) calendar days of the discovery or occurrence of any major or significant deviations from the anticipated progress or problems associated with delivery of services as agreed to by the Department and the Provider. The report will identify the deviations or problems, whether anticipated or actual, the effects of such on the successful completion of the contract and a proposed plan for resolution.
- C-6.3 To comply with the requirements of 65C-14.006(11), F.A.C., the Provider shall prepare and submit to the contract manager written line item budgets and budget narratives in accordance with the format and contents provided by the contract manager. The budgets and budget narrative shall include a total agency actual expense and revenue report. **Attachment 1 Cost Analysis.**

Contract Reports Tracking Table

Report Title	Reporting Frequency	Report Due Date	Number of Copies Due	DCF Office to receive report	Address
Line Item Budget and Budget Narrative	Annually	August 15 each year	1 Electronic copy	Contract Manager	400 W. Robinson Street, S1118, Orlando Florida 32801
Attachment 1 Cost Analysis	Annually	30 days after contract execution	1 Electronic copy	Contract Manager	400 W. Robinson Street, S1118, Orlando, Florida 32801
Attachment 2 Invoice	Monthly	Fifteen (15) calendar days following the end of the month	1 Electronic copy	Contract Manager	400 W. Robinson Street, S1118, Orlando, Florida 32801
Attachment 3 Performance Measurement Report	Quarterly, 30 days after the beginning of each Quarter	October 30 January 30 April 30 July 30	1 Electronic copy	Contract Manager	400 W. Robinson Street, S1118, Orlando, Florida 32801
Attachment 4 Incident Report Log	Monthly	Fifteen (15) calendar Days following the end of the month	1 Electronic copy	Contract Manager	400 W. Robinson Street, S1118, Orlando, Florida 32801
Attachment 5 GOV Bed Hold Authorization	Monthly (as applicable)	Fifteen (15) calendar Days following the end of the month	1 Electronic copy	Contract Manager	400 W. Robinson Street, S1118, Orlando, Florida 32801
Attachment 6 EPSDT report	Quarterly, 30 days after the beginning of each Quarter	October 30 January 30 April 30 July 30	1 Electronic copy	Contract Manager	400 W. Robinson Street, S1118, Orlando, Florida 32801

Attachment 7 Monthly Denial Log (Welcome Center, Youth Shelter, and GOV Cottages)	Monthly	Fifteen (15) calendar days following the end of the month	1 Electronic copy	Contract Manager	400 W. Robinson Street, S1118, Orlando, Florida 32801
Attachment 8 Cultural Enrichment and Recreational Activities Report	Monthly	Fifteen (15) calendar days following the end of the month	1 Electronic copy	Contract Manager	400 W. Robinson Street, S1118, Orlando, Florida 32801
Attachment 9 Request for Removal	Monthly (as applicable)	Fifteen (15) calendar days following the end of the month	1 Electronic copy	Contract Manager	400 W. Robinson Street, S1118, Orlando, Florida 32801
Financial Contribution Attestation as required by 409.986(1)(a), F.S.	Annually	Annually July 15 for prior year	1 Electronic copy	Contract Manager	400 W. Robinson Street, S1118, Orlando, Florida 32801
Civil Rights Compliance Report	Annually	May 15	1 Electronic copy	Contract Manager	400 W. Robinson Street, S1118, Orlando, Florida 32801
Disaster Preparedness Plan	Annually	October 30	1 Electronic copy	Contract Manager	400 W. Robinson Street, S1118, Orlando, Florida 32801
Security Agreement	Upon employment by Provider and annually thereafter		1 Electronic copy	Contract Manager	400 W. Robinson Street, S1118, Orlando, Florida 32801
General Liability Insurance	Due on or prior to contract begin date and annually thereafter		1 Electronic copy	Contract Manager	400 W. Robinson Street, S1118, Orlando, Florida 32801
Quarterly Expenditure Report	Quarterly, 30 days after the beginning of each Quarter	October 30 January 30 April 30 August 15	1 Electronic copy	Contract Manager	400 W. Robinson Street, S1118, Orlando, Florida 32801

**Exhibit D
DELIVERABLES**

D-1 Deliverables

- D-1.1 Services Units- An occupied bed day is defined as one twenty-four-hour day (from midnight to midnight) of room, board, care, supervision and child-related services. The following conditions apply in calculating the number of occupied bed days:
- D-1.1.1 Admission Day (the day the child enters the program) -A partial occupied bed day of care and supervision that shall be charged as a whole bed day.
 - D-1.1.2 Discharge Day (the date the child leaves the program) -A partial occupied bed day of care and supervision that shall not be charged.
 - D-1.1.3 Absent Day - A bed day in which the child is not occupying a bed and is not at the facility for reasons such as hospitalization/detainments, runaway, or home visits. For children that the Provider will continue to serve upon return from their absence, the Department authorizes 3 days automatic bed hold for runaways and up to 21 days for the following situations: extended hospitalization, extended court ordered visit, detainment in the Detention Center, or court ordered admission into a substance abuse facility. The Department shall not be charged for the additional absent days unless the Provider obtains written approval from the Department or contracted Community-Based Care Lead Agency, Embrace Families, using form **Attachment 5, GOV Authorization to Hold a Bed**, within twenty-four hours after occurrence of the incident. The intent of payment for an absent day is that the Provider shall maintain the child's placement in the facility and accept the child back into the facility upon their return. A copy of such approval must be submitted with the monthly request for payment with a copy maintained in the Provider's child case file. (Absent day is not Title IV-E eligible).
 - D-1.1.4 Bed Availability- One twenty-four-hour day (from midnight to midnight) of available room, board, care, supervision and child-related expenses for the care of child who is alleged to be dependent, pending court disposition before or after adjudication.

D-2 Performance Measures

- D-2.1 Please see section E-1.for contract Performance Measures.

EXHIBIT E
MINIMUM PERFORMANCE MEASURES

E-1 Minimum Performance Measures (as applicable)

E-1.1 Performance Measures

- E-1.1.1 100% of children placed in residential group care shall be provided a safe environment, free of incidents of abuse or neglect by the Provider's staff, volunteers, other children or visiting family members, as reported to and accepted by the Florida Abuse Hotline and found to have verified findings through a child protective investigation.
- E-1.1.2 90% of children will be satisfied with services provided while in placement.
- E-1.1.3 80% of children placed at the facility will have no episodes of running away during placement at the facility as defined in CFOP215-6.
- E-1.1.4 A monthly minimum of four (4) recreational and cultural enrichment activities that are appropriate for children based on age and developmental ability will occur and at least two (2) activities will occur away from the facility in a calendar year.
- E-1.1.5 100% of children who are placed in residential group care emergency shelter will be enrolled in school within three school days of the date of admission unless the child(ren) cannot be enrolled due to mitigating circumstances.
- E-1.1.6 85% of the children served will demonstrate improved school attendance over the previous quarter and ongoing in school as evidenced by quarterly attendance reports.
- E-1.1.7 A Child Health Check Up/EPST examination will be scheduled, if not previously accomplished, for 100% of the children placed at the facility in Shelter Care status. Reference Rule 65C-29.008(1), F.A.C. and 65C-30.001(15), F.A.C.
- E-1.1.8 A Child Health Checkup/EPST examination will be completed, if not previously accomplished, for 90% of the children placed at the facility in Shelter Care status, Reference 65C-29.008(1), F.A.C. and 65C-30.001(15), F.A.C.
- E-1.1.9 90% of clients served will not receive a request for removal using Attachment 6, exclusion will be considered when the admission decision was based on information provided at time of intake would have deemed the child ineligible for admission.
- E-1.1.10 95% of residents will receive counseling services based on identified needs at a minimum of one (1) time a month.
- E-1.1.11 80% of residents will attend scheduled tutoring weekly.
- E-1.1.12 80% of residents will attend scheduled study hall weekly.
- E-1.1.13 85% of resident's released from the Youth Shelter and GOV Cottages, Dependency Case Manager or new placement will receive an after care follow up at 30 and 60 days.
- E-1.1.14 95% of eligible residents at the youth shelter will receive on-site court ordered drug testing and substance abuse services or referral for additional services.
- E-1.1.15 Group therapy sessions will be available a minimum of three (3) times per month.
- E-1.1.16 90% of residents will have a bio-psychosocial assessment completed within thirty (30) days of intake.
- E-1.1.17 90% of accepted residents will have a treatment plan completed within 5 days of intake.

E-1.1.18 Family/Sibling therapy will be available at a minimum of one (1) time a week.

E-1.2 Description of Performance Management Terms

- E-1.2.1 Client Data- The Provider shall work with the Department to ensure the reliability of client data collected through established reporting formats appropriate to the program. A special data inquiry will be completed by the Department to determine if the outcome is met.
- E-1.2.2 Free of Incidents of Abuse and Neglect- For the outcome specified in paragraph E-1.1.1, free of incidents of abuse and neglect shall mean the absence of reports of such incidents to the Florida Abuse Hotline, where they have findings, as determined by a child protective investigation.
- E-1.2.3 Running Away- For the outcome specified in paragraph E-1.1 .3, running away shall mean a child with unreported or unknown whereabouts regardless of the child's age who has run away from the shelter home, foster home, residential group home or any other placement alternative without permission of the foster parents or staff and who is absent at least four (4) hours. This is not to be confused with the Provider's responsibility to follow the procedures as specified in CFOP 175-85, Prevention, Reporting and Services to Missing Children and Section C- 1. B.(c). of this attachment.
- E-1.2.4 School Attendance-For the outcome specified in paragraph E-1.1.6, school attendance shall mean attending school.
- E-1.2.5 School Enrollment - For the outcome specified in paragraph E-1.11.5 school enrollment shall mean completing all paperwork as required by the public-school system for a child to begin attending classes.
- E-1.2.6 Child Health Check Up/EPST- For the outcomes specified in paragraph E-1.17 & E-1.1.8, a Child Health Check Up/EPST shall mean a medical examination that has been scheduled within five (5) days of the child's placement in the facility.

E-1.3 Performance Evaluation Methodology

E-1.3.1 The rate of compliance for outcome E-1.1.1 is calculated as follows:

Numerator - number of children in facility during the contract term who were not subjects of verified or some indicator findings of child abuse or neglect by Provider staff, volunteers, other children or visiting family members.

Denominator – number of children who resided in the facility during the contract term.

E-1.3.2 The rate of compliance for outcome E-1.1.2 is calculated as follows:

To determine satisfaction with services, as stated in 65C-28.017 F.A.C. all children five years of age and up until the eighteenth birthday who leaves a licensed out-of-home care placement, if the child has resided in the placement for thirty (30) days or more the youth the caseworker will conduct an exit interview. The case worker will administer the interview to each child, within 5 days, and send the completed exit interview to the contract manager for evaluation.

Numerator - number of children who meet criteria for completion of exit interviews who report satisfaction with the services provided.

Denominator – number of children who completed exit interviews.

E-1.3.3 The rate of compliance for outcome E-1.1.3 is calculated as follows:

Numerator - Number of children placed at the facility with no episodes of running away during the contract term.

Denominator - Number of children placed at the facility during the contract term.

E-1.3.4 For outcome E-1.1.4, the Provider will document the activities that occur in the community and the children who participated. The activities the children participate in will be documented in each child's case record along with the date the activity occurred.

E-1.3.5 The rate of compliance for outcome E-1.1.5 is calculated as follows:

Numerator - number of school aged children placed under the contract and enrolled in school within three school days of admission.

Denominator – total number of school aged children placed in the facility under this contract.

E-1.3.6 The rate of compliance for outcome E-1.1.6 is calculated as follows:

Numerator - number of school days each child attended plus excused absences.

Denominator - number of school days available for all children in the Orange County school district during the time the child is placed at the facility under this contract.

E-1.3.7 The rate of compliance for outcome E-1.1.7 is calculated as follows:

Numerator - number of children placed in the facility who had a Child Health Check Up/EPSTDT scheduled within seventy-two hours of placement during the contract term.

Denominator - number of children in shelter care status placed in the facility during the contract term.

E-1.3.8 The rate of compliance for outcome E-1.1.8 is calculated as follows:

Numerator - number of children in shelter care status placed in the facility who had a Child Health Check Up/EPSTDT completed within five days of placement during the contract term.

Denominator - number of children placed in the facility during the contract term.

E-1.3.9 The rate of compliance for outcome E-1.1.9 is calculated as follows:

Numerator - number of children placed under the contract term.

Denominator - number of children who did not receive a request for removal during the contract term.

E-2 Compliance data for performance measures E-1.1.1-E-1.1.4 and E-1.1.5-E-1.1.7., will be recorded for each child and submitted to the contract manager on the Outcome Measure Reports as specified in **Contract Reports Tracking Table**. Compliance for performance measure (4) will be submitted monthly on **Cultural Enrichment and Recreational Activities Monthly Report, Attachment 8** as specified, Contract Reports Table Tracking. Compliance data for performance measure (8) above will be submitted quarterly on **EPSTDT Report, Attachment 6** as specified in, Contract Reports Tracking Table.

E-2.1 **Performance Measure Standards Statement:**

By execution of this contract the Provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth in this contract. If the Provider fails to meet these standards, the department, at its exclusive option, may allow a reasonable period, not to exceed 6 months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the department's satisfaction, the department must terminate the contract. The department has the sole authority to determine whether there are extenuations or mitigating circumstances.

Exhibit F
METHOD OF PAYMENT

F-1 Method of Payment

F-1.1 This is a fixed price (unit cost) contract. The Department shall pay the Provider for delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed **\$7,839,408.00** for Great Oaks Village and Youth Shelter.

Services	Service Units	Unit Price Per Bed Day
Maintenance – Room, Board, Care, Supervision for Child Related Expenses for Great Oaks Village and Youth Shelter	Occupied Bed Day	\$160.00
Maintenance – Room, Board, Care, Supervision for Child Related Expenses for Welcome Center	Bed Availability	\$160.00
Maintenance – Room, Board, Care, Supervision for Child Related Expenses for Extended Foster Care Youth	Occupied Bed day	\$112.00
Maintenance – Room, Board, Care, Supervision for Child Related Expenses for Great Oaks Village and Youth Shelter for Challenging Behavior Youth	Occupied Bed Day	\$320.00
Subcontracted Services – Maintenance – Room, Board, Care, Supervision for Child Related Expenses including Foster Care Youth and Extended Foster Care Youth	Occupied Bed Day	\$89.00

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

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

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

	Age 0-5 Years	Age 6-12 Years	Age 13 and older
Allowance	N/A	\$15.00	\$25.00
Incidentals	\$8.00	\$9.00	\$11.00
Clothing	\$35.00	\$36.00	\$43.00
TOTAL	\$43.00	\$60.000	\$79.00

F-2 Invoice Requirement

- F-2.1 The Provider shall request payment monthly through submission of a properly completed invoice **Attachment 2, Invoice for Services**, within 15 calendar days, following the end of the month for which payment is being requested; and
- F-2.2 Payment shall be authorized only for service units on the invoice, which are in accordance with the above list, and other terms and conditions of this contract. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by this contract.
- F-2.3 The Provider shall maintain records documenting the total number of recipients and names of recipients for whom services were provided and the date(s) that the services were provided so that an audit trail documenting service provision is maintained.
- F-2.4 A monthly report shall be submitted for all the children whom the Provider is submitting a request for payment, **Attachment 4-5 and 7-9** shall be included with the invoice as supporting documentation.

F-3 Medicaid Billing Clause

- F-3.1 The department and the Provider specifically agree and acknowledge that the Medicaid Program is the payer of last resort and,
 - F-3.1.1 In no event shall the Provider bill the Medicaid Program for services or expenses for Medicaid recipients for which the Provider has already been paid by another liable third party;
 - F-3.1.2 Provider services covered under the Florida Medicaid Program for Medicaid recipients may be billed to the Medicaid Program by the Provider, unless the Provider is already being paid by any other liable third party;
 - F-3.1.3 Authorized Provider services to non-Medicaid recipients, or for non-Medicaid services, may only be billed to the Department/community-based care agency or any other non-Medicaid first- or third-party payer;
 - F-3.1.4 The Provider shall identify, and report Medicaid earnings separate from all other fees;
 - F-3.1.5 Medicaid earnings cannot be used as local match;
 - F-3.1.6 The Provider shall ensure that Medicaid payments are accounted for in the compliance with Federal regulations; and,
 - F-3.1.7 In no event shall both Medicaid and the Department or community-based care agency be billed for the same service.

F-4 Restrictions of Expenditures

- F-4.1 Items expressly prohibited from purchase with these contract funds include but are not limited to items such as: flowers, awards, or plaques, or meals (excluding meals associated with travel per Chapter 112, F.S.) including bottled water, snacks, refreshments, entertainment, and promotional items that do not have a specific statutory authority including but not limited to ribbons and wrist bands.

F-5 Reconciliation

- F-5.1 The Provider shall submit on a quarterly basis, an Actual Revenue and Expenditure Report that reports actual costs incurred by the Provider.
- F-5.2 Any unexpended funds may be recouped by the Community-Based Care Lead Agency, Embrace Families. Any unexpended funds must be requested through submission of a properly completed invoice **Attachment 2, Invoice for Services**, by September 1st of the year in which the unexpended funds occurred.
- F-5.3 The Provider's final invoice shall reconcile actual service units provided during the contract period with the amount paid by the Department. Any unexpended funds may be recouped by the Community-Based Care Lead Agency, Embrace Families and paid immediately to the Community Based Care Lead Agency in the form of a check.

ATTACHMENT 2
REQUEST FOR PAYMENT
 State Fiscal Year 2019-2020

PROVIDER NAME: _____

INVOICE NUMBER: _____

ADDRESS: _____

CONTRACT NUMBER: _____

TELEPHONE NUMBER: _____

_____ WC (\$160) _____ YS (\$160) _____ GOV (\$160) _____ EFC (\$112) _____ Challenging Behaviors (\$320)

#	Placement Agency:	Name of Child (last, first)	Child DOB	Number of Bed	Amount	Period Covered
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

I CERTIFY THAT THIS REQUEST FOR PAYMENT IS AN ACCURATE REFLECTION OF THE ACTIVITIES FOR THIS PERIOD, THAT THE AMOUNT REQUESTED IS ONLY FOR ALLOWABLE EXPENDITURES SPECIFIED IN THE LINE ITEM BUDGET USED TO ESTABLISH THE UNIT COST OF THESE SERVICES, AND THAT ALL EXPENDITURES ARE DIRECTLY RELATED TO THE PURPOSES OF THIS CONTRACT. THESE SERVICES, AND ALL EXPENDITURES ARE DIRECTLY RELATED TO THE PURPOSES OF THIS CONTRACT.

 Original Authorizing Signature

 Title

 Date

FOR DEPARTMENT USE ONLY

DATE SERVICES PROVIDED: _____

DATE DELIVERABLE RECEIVED: _____

DATE DELIVERABLE REVIEWED & APPROVED BY CONTRACT MANAGER:

DATE INVOICE RECEIVED: _____

DATE PAYMENT APPROVED: _____

DATE PAYMENT APPROVED: _____

AUTHORIZING SIGNATURE: _____

TITLE: Contract Manager TELEPHONE: _____

FOR DEPARTMENT USE ONLY

OCA: _____ AMOUNT: _____

OCA: _____ AMOUNT: _____

OCA: _____ AMOUNT: _____

ORG Code: 6030900209 EO _____ BE: _____

TOTAL AUTHORIZED: _____

ATTACHMENT 3
Quarterly Performance Compliance Report

Outcome Measured	Provider's Measuring Tool	Rate Compliance Required	1ST Quarter	2ND Quarter	3RD Quarter	4TH Quarter
Residents in residential group care shall have zero findings of incidents of abuse or neglect by the Provider's staff, volunteers, other Shelter Residents or visiting family members.	Incident Reports and Attachment 4	100%				
Residents will be satisfied with the services provided while in placement	Client Discharge Surveys	90%				
Residents placed at the facility will have no episodes of running away during placement at the facility as defined in CFOP 215-6	Missing Person Reports and Client Files	80%				
A minimum of 4 recreational and cultural enrichment activities and at least 2 activities will occur away from the facility in a calendar month.	Monthly Calendar and Attachment 8	100%				
Residents placed in residential group care or emergency shelter will be enrolled in school within 5 days of admission unless the child(ren) cannot be enrolled in school due to mitigating circumstances	Educational notes and school records	100%				
Residents served will demonstrate improved attendance in school.	School Report Card and Monthly Attendance Reports	85%				
An EPSDT will be <u>scheduled</u> for residents placed in Shelter care status, if not previously completed	Client Case Notes and Attachment 6	100%				
An EPSDT examination will be <u>completed</u> within 5 days of placement in the facility, if not already accomplished	Completed EPSDT form in medical file and Attachment 6	90%				
Clients served will not receive a request for removal using Attachment 9	Client File and Attachment 9	90%				
Residents will receive individual counseling services based on identified needs at a minimum of one (1) time per month	Client Case Notes and Clinical File	95%				
Residents will attend scheduled tutoring weekly.	Client Case Notes	80%				
Residents will attend scheduled study hall weekly.	Client Case Notes	80%				

Eligible residents will receive on-site court ordered drug testing and substance abuse services or referral for additional services.	Client Case Notes	95%				
Group therapy sessions will be available a minimum of three (3) times a month.	Client Case Notes and Clinical File	100%				
GOV residents will have a completed bio-psychosocial assessment within 14 days of intake.	Client Case Notes and Clinical File	90%				
Youth Shelter residents will have a completed Comprehensive Family Assessment within 5 days of intake.	Client Case Notes and Clinical File	90%				
GOV residents will have a completed service plan within 30 days of placement. The service plan will be reviewed every 90 days.	Client Case Notes and Clinical File	90%				
Accepted residents will have a treatment plan within 5 days of intake. The treatment plan will be reviewed every 90 days.	Client Case Notes and Clinical File	90%				
Family/Sibling therapy sessions will be available a minimum of one (1) time a week	Client Case Notes and Clinical File	90%				



ATTACHMENT 5
Authorization to Hold Bed

County of Origin/Jurisdiction:

Date of Request: _____

- Orange County
Osceola County:
Seminole County

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

Reason for Absence:

- Runaway/Elopement
DJJ/Arrest
Baker Act
Court ordered visitation
Hospitalization
Substance Abuse Treatment Center (court-ordered)

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

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

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

Name of GOV staff submitting Bed Hold request: _____

GOV Staff Contact Information: _____

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

To be completed by CBCCF UM Staff

- Approved for following dates: _____ (additional dates only)
Approved Rate: _____
Denied for the following reason: _____

Print Name of CBCCF UM Representative

Date

Signature of CBCCF UM Representative

Procedure:

Per the GOV/BOCC contract with DCF, DCF authorizes 3 days automatic bed hold for runaways and up to 21 days for the following situations: extended hospitalization, extended court ordered visits, detainment in the detention center, or court ordered admission into a substance abuse facility. The Department shall not be charged for the additional absent days unless the Provider obtains written approval from the Department or contracted Community-Based Care Agency using form Attachment 5 Authorization to Hold a Bed within 24 hours of occurrence of incident. The form is to be emailed to bedholds@cbccf.org for approval from CBCCF within twenty-four (24) hours of submission. A copy of all approved bed hold request form must be submitted with the provider's monthly invoice and a copy maintained in the child's case file.



ATTACHMENT 9 REQUEST FOR REMOVAL

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

Name of provider requesting removal: _____ Date of Report: _____

Name of Child: _____

Date of Birth: Social Security Number: _____

Date of Admission: _____

Dependency Case Manager: _____ Telephone Number: _____

CMA: _____ County: _____

1. Reason for removal (description of behavior i.e.: child is exhibiting, dangers to other clients, staff, etc.).
Provider may attach copies of Behavioral/Informational and/or Incident Reports. Request based on:

2. Date child/youth started exhibiting behaviors: _____

3. Date(s) of Placement Stabilization Staffing: _____

4. Services Provided to assist with stabilization and date(s): _____

5. Date child started exhibiting behaviors: _____

6. Requested date of child's removal: _____

7. Date report sent to Dependency Case Manager: _____

8. Date report sent to Placement Unit Supervisor: _____

Print Name of Case Worker

Signature

Date

Print Name of Great Oaks Village Manager

Signature

Date

ATTACHMENT 10

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

MONITORING

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

AUDITS

PART I: FEDERAL REQUIREMENTS

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

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

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

PART II: STATE REQUIREMENTS

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

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

Unit and its contract manager. In the event the recipient expends less than \$500,000 (less than \$750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

PART III: REPORT SUBMISSION

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

- A. Contract manager for this contract (1 copy)
- B. Department of Children & Families (1 electronic copy and management letter, if issued)

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

Email address: 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/facweb/>

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 the Department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

ATTACHMENT 11

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

Section 1. Definitions

1.1 Catch-all definitions:

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

1.2 Specific definitions:

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

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;
- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal

- enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR §§ 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;
- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR § 164.410, and any security incident of which it becomes aware;
 - 2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
 - 2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
 - 2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;
 - 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 501.171, F.S.;
 - 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
 - 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department;
 - 2.1.11 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR § 164.532(d);
 - 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.524;
 - 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR § 164.526;
 - 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.528;

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

Section 3. Permitted Uses and Disclosures by Business Associate

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

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

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

Section 5. Termination

5.1 Termination for Cause

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

5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;

5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or

5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

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

5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;

5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health

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

Section 6. Miscellaneous

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

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUN 18 2019

Attachment 12

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

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

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

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

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

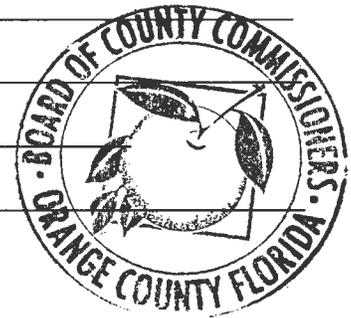
Signature: *Byron W. Brooks*

Date: 18 June 2019

Application or Contract ID Number: GJ506

Name of Authorized Individual Application or Contractor: _____

Address of Organization: Orange County Board of County Commissioners



JUN 18 2019

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: Orange County Board of County Commissioners-Great Oaks Village

Vendor FEIN: F59-6000773217

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

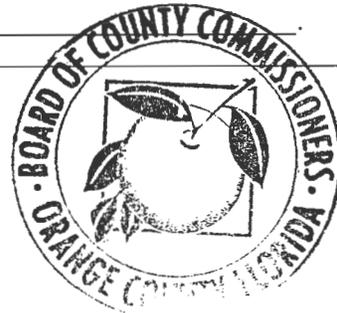
Pursuant to section 287.135, Florida Statutes, a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes is prohibited from submitting a proposal for, or entering into or renewing a contract with an agency or local governmental entity, for goods or services for any amount. A company may not bid on, submit a proposal for, or enter into or renew a contract for goods or services of \$1 million or more if the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By: Byron W. Brooks County Administrator
Print Name Print Title

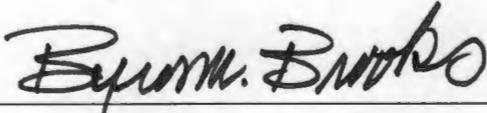
who is authorized to sign on behalf of the above referenced company.

Authorized Signature: Byron W. Brooks



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CERTIFICATE OF SIGNATURE AUTHORITY

Check below and complete Section A or Section B	
*	Vendor is not a sole proprietorship (Complete Section A)
	Vendor is a sole proprietorship (Complete Section B)
Section A	
I, _____ (name), hold the office or position of _____ (title) with _____ (legal name of vendor) and have authority to make official representations by said vendor regarding its official records and hereby state that my examination of the vendor's records show that _____ (name) currently holds the office or position of _____ (title) with the vendor and currently has authority to make binding representations to the Department and sign all documents submitted on behalf of the above-named vendor in response to ITN # _____, and, in so doing, to bind the named vendor to the statements made therein.	
Dated:	21 June 2019
Signature:	
Printed Name:	BYRON W. BROOKS
Title:	County Administrator
NOTE: In lieu of the above, the vendor may submit a corporate resolution or other duly executed certification issued in the vendor's normal course of business to prove signature authority of the named Authorized Representative.	
Section B	
I, _____ (name) am a sole proprietor, personally doing business in the name of _____ (name of vendor), and will be personally bound by the Proposal submitted in response to ITN # _____.	
Dated:	
Signature:	
Printed Name:	



JUN 18 2019



Certification of Executive Compensation Reporting Requirements

The Federal Funding Accountability and Transparency Act (FFATA) requires that certain information pertaining to federal awards (federal financial assistance and expenditures) be made available to the public. Federal awards include grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance as well as contracts, subcontracts, purchase orders, task orders, and delivery orders. Organizations meeting the Reporting Criteria listed below must disclose the total compensation of their five most highly paid executives.

Reporting Criteria: During the preceding fiscal year the organization identified below received more than \$25 million in total federal funding, AND the federal funds received during that fiscal year accounted for more than 80% of the Provider's annual gross revenue.

I, _____, as an authorized representative of

_____, certify that my organization:

[check which statement applies]

- is required to report Executive Compensation in compliance with FFATA.
- is not required to report Executive Compensation in compliance with FFATA.

Exemption:

The organization is exempt from reporting executive compensation information if [check if applicable]:

- The public already has access to this information about the compensation of the executives of this organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

The undersigned certifies the foregoing information is accurate and complete to the best of his or her knowledge and belief.

Byron W. Brooks
Signature

18 June 2019
Date

Byron W. Brooks
Name of Authorized Individual (print)

County Administrator
Position Title of Authorized Individual

Provider's DUNS Number: 064797251

Contract Number: GJ506

Even if you are not subject to executive compensation reporting, you must also complete the top part of page 2 of this form. To report the executive compensation information required by FFATA, complete the bottom part and sign page 2 of this form.

According to federal law FFATA information must be reported to the Department of Children and Families not later than the end of the month following the month during which an award in excess of \$30,000 of federal funds

JUN 18 2019

was made to your organization, or during which a lesser amount was awarded but the cumulative value of funds made pursuant to this and previous awards exceeds \$30,000.



Certification of Executive Compensation Reporting Requirements

Provider Name: Orange County Board of County Commissioners-GOV

Provider Address: 1718 E Michigan Street

Orlando, FL

32806

Zip plus four is required

Contract No.: GJ506 **Total Amount:** \$\$7,839,408.00

Total Amount of Federal Funds in contract: \$0.00

Contract Beginning Date: July 1, 2019 **Ending Date:** June 30, 2022

CFDA Number: 93.667 **Provider's DUNS Number:** 064797251

City, State and Zip plus four of

Principal Place of Performance: Orlando, FL 32806

Provider's Top 5 Most Highly Compensated Executives & Compensation Information

Full Name	Position Title	Total Annual Compensation Amount

"Total compensation" means the cash and noncash dollar value earned by the executive during the entity's preceding completed fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (i). Salary and bonus.
- (ii). Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- (iii). Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (iv). Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (v). Above-market earnings on deferred compensation which is not tax-qualified.
- (vi). Other compensation, if the aggregate value of all such other compensation for the executive exceeds \$10,000. Examples of other compensation are severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

The undersigned certifies, to the best of his or her knowledge and belief, that the information provided above to satisfy the Executive Compensation Reporting Requirement is complete and accurate.

Byron W. Brooks
Signature

18 June 2019
Date

Byron W. Brooks
Name of Authorized Individual (print)

County Administrator
Position Title of Authorized Individual



JUN 18 2019

Contract No. GJ506

**CERTIFICATION REGARDING
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. The Department of Children and Families 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 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", "ineligible", "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 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. The Department of Children and Families 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.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certification must be kept at the provider's business location.

CERTIFICATION

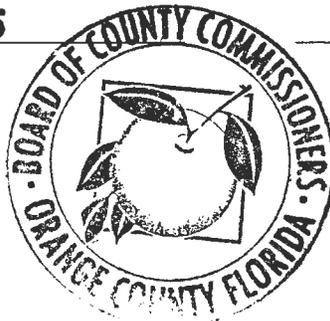
- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) 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
Name (type or print)

County Administrator
Title





DCF OFFICE OF CIVIL RIGHTS COMPLIANCE CHECKLIST

[To see "INSTRUCTIONS," click paragraph symbol ¶ on standard toolbar at top of your computer screen.]

Provider Name Orange County Board of County Commissioners-GOV		County Orange	Region/Circuit 9
Corporate Mailing Address 1718 E Michigan Street			
City, State, Zip Code Orlando, FL 32806		Main Telephone Number 407-836-7665	
DCF Contract(s) Number(s) GJ506	Total Contract(s) amount \$ \$8,060,769.75	Total amount of federal funding \$	Total amount of state funding \$
Are any of the contract numbers listed above a multi-year contract? If yes, state which one(s) and contract period Yes, GJ506, July 1, 2019 through June 30, 2022			
Completed By (name and title)		Telephone Number	Date Completed

PART I.

1. Describe the geographic area served and the type of service(s) provided:

2. Population of Area Served. List source of data:

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

3. Staff Currently Employed. Effective date:

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

4. Number of Clients Participating or Served. Effective date:

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

5. Advisory or Governing Board, if applicable.

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

PART II. (Use a separate sheet of paper for any explanations requiring more space.)

6. Compare staff composition (#3) to population of area served (#2). Is staff representative of the population served? If No or NA, please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
7. Compare client composition (#4) to population of area served (#2). Are race/sex composition representative of populations served? If NO or NA, please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
8. Do you inform employees, applicants, and clients of their protection against discrimination in employment practices and in the delivery of services? If YES, how (verbal, written, poster)? If NO or NA, please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
9. Do recruitment and notification materials advise applicants, employees and clients of your non-discrimination policy? If NO, please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
10. Do you have a grievance/complaint policy or procedure receive, investigate and resolve complaints regarding employment decisions and provision of services to clients? If NO, please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
11. Does your grievance/complaint policy or procedure notify your employees and clients of their right to file a complaint with the appropriate external agency and provide contact information for these agencies (DOJ, HHS, EEOC, DCF)? If NO, please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA

<p>12. If applicable, does your grievance/complaint policy incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of Section 504 of the Rehabilitation Act of 1973 (disability in employment practices and the delivery of services)? <i>[Applicable to providers with 50 or more employees and \$25,000 or more in DOJ funding.]</i> If NO, please explain.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
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PART III. (Use a separate sheet of paper for any explanations requiring more space.)

<p>13. Provide the number and status of any service delivery and employment discrimination complaints filed against your organization within the last 12 months.</p>	
<p>14. Have you submitted any findings of discrimination issued by a court or administrative agency to both the DCF Office of Civil Rights and appropriate external agency (DOJ, USDA). If NO, please explain.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>15. Are program eligibility requirements applied to applicants and clients without regard to race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>16. Are benefits, services, and facilities available to applicants and participants in an equally effective manner regardless of race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>17. Are room assignments for in-patient services made without regard to race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>18. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, please explain.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>19. Are the programs/facilities/services accessible to mobility, deaf or hard of hearing, and sight impaired individuals? If NO or NA, please explain.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>20. Are Limited-English Proficient (LEP) applicants and recipients provided equal access to benefits and services, including free interpreter services? If NO or NA, please explain. List below what steps are taken to ensure meaningful access to persons with LEP (written policy, outreach, etc.).</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>21. Have you conducted a self-evaluation to identify barriers to serving individuals with disabilities or LEP? If NO or NA, please explain.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>22. Provide the name and contact information for the individual designated as your organization's Section 504, ADA, and/or Title VI Coordinator for compliance activities.</p>	
<p>23. Are you providing Civil Rights training (employment and service delivery) for staff? If YES, how often? If NO or NA, please explain. List all the civil rights training provided to staff within the last 12 months.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>24. If you conduct religious activities as part of your program or services, do you:</p> <p>a. Provide services to everyone regardless of religion or religious belief?</p> <p>b. Keep religious activity such as prayer and religious instruction separate from federally funded activities?</p> <p>c. Are religious activities voluntary?</p> <p>If NO or NA to any of the questions above, please explain.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA

<p>25. If you are a sub-recipient of DOJ funding and operate an educational program or activity, have you taken the following actions:</p> <p>a. Adopted grievance procedures that provide for prompt and equitable resolution of complaints that allege sex discrimination in violation of Title IX of the Education Amendments of 1972?</p> <p>b. Designated a person to coordinate compliance with Title IX?</p> <p>c. Notified applicants, employees, students, parents, and clients that you do not discriminate on the basis of sex in your educational programs or activities?</p> <p>If applicable and you answered NO to any of the questions above, please explain.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p>
<p>26. If applicable, do you have an Equal Employment Opportunity Plan (EEO)? If you are a sub-recipient of DOJ funding, have you filed the appropriate EEO certification with Office of Civil Rights, Office of Justice Programs? If YES, provide a copy of the EEO and/or certification.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p>

PART IV.

DEPARTMENT OF CHILDREN AND FAMILIES USE ONLY			
Date Received by DCF Contract Manager	Date Reviewed by Contract Manager		
Contract Manager Name/Signature	Telephone Number		
Is the contract information (contract number, amount of contract, etc.) correct?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Did contracted services provider answer/complete all three sections? If YES, submit to Civil Rights Officer (CRO). If NO, return to provider for completion.		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Date Submitted to Civil Rights Officer (CRO)	Date Received by CRO	Date Reviewed by CRO	In Compliance? <input type="checkbox"/> YES <input type="checkbox"/> NO
Comments			
Type of Compliance Review: <input type="checkbox"/> On-Site Limited Review <input type="checkbox"/> On-Site Full Review <input type="checkbox"/> Desk Limited Review			
Date of Compliance/No-Compliance Notice	Response Due Date	Response Received Date	
Compliant? <input type="checkbox"/> YES <input type="checkbox"/> NO		Civil Rights Officer Name/Signature	

**COST ANALYSIS FOR NON-COMPETITIVELY PROCURED AGREEMENTS
IN EXCESS OF CATEGORY II**

Line Item Budget Category	Amount	% Allocated to this Agreement	Allowable	Reasonable	Necessary
Salaries					
Fringe Benefits					
Equipment					
Utilities					
Travel					
Miscellaneous					
Indirect cost/overhead					
TOTAL					

CERTIFICATION

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Name

Signature

Title

Date

**COST ANALYSIS INSTRUCTIONS FOR NON-COMPETITIVELY PROCURED AGREEMENTS
IN EXCESS OF CATEGORY II**

1. Agencies must complete a cost analysis worksheet for the original contract and any amendment that affects the amount of compensation and/or the level of services provided.
2. Each separate line item must be evaluated to determine whether the cost is allowable, reasonable and necessary. Each miscellaneous cost must be specifically identified.
3. To be allocated to a program, a cost must be related to the services provided. If the cost benefits more than one program, a determination must be made that the cost is distributed in a reasonable and consistent manner across all benefiting programs.
4. To be allowable, a cost must be allowable pursuant to state and federal expenditure laws, rules and regulations and authorized by the agreement between the state and the provider.
5. To be reasonable, a cost must be evaluated to determine that the amount does not exceed what a prudent person would incur given the specific circumstances.
6. To be necessary, a cost must be essential to the successful completion of the program.
7. Indirect costs/overhead should be evaluated to determine that the rate is reasonable.
8. Agencies must retain documentation in agency files to support the conclusions reached as shown on the *Cost Analysis for Non-Competitively Procured Agreements in Excess of Category II* form.