



OFFICE OF ECONOMIC
SELF-SUFFICIENCY
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Economic Self-Sufficiency ACCESS Florida Community Partner Network Agreement

This agreement is entered into between Broward County hereinafter referred to as the Community Partner or "Partner" and the Florida Department of Children and Families, hereinafter referred to as "Department". Broward County, through its Broward Addiction Recovery Division (BARC), with locations at 3275 NW 99 Way, Coral Springs, FL 33065; 1000 SW 2nd Court, Fort Lauderdale, FL 33312; and 900 NW 31st Avenue, Suite 2000, Fort Lauderdale, FL 33311, agrees to serve as an access point for applicants and recipients of Economic Self-Sufficiency (ESS) services. For purposes of this agreement, ESS services are benefits through Supplemental Nutrition Assistance Program (SNAP), Temporary Cash Assistance, Refugee Assistance, and Medicaid programs for which the Department determines eligibility. The Automated Community Connection for Economic Self-Sufficiency (ACCESS) is the system which allows customers to apply online for ESS benefits. The ESS program is the program which determines eligibility for benefits.

As a member of the ACCESS Florida Community Network, Partner organization will be available to:

Serve its current customer population Serve the general public in the community.

Partner's organization name and street address information listed above may be advertised as an ACCESS Florida Community Partner Network site and listed on the ACCESS Florida public internet web page at <http://www.dcf.state.fl.us/programs/access/>

Partner agrees to be advertised on the ACCESS Community Partner Network site: Yes No

Partner's telephone and fax number may also be included with this advertisement: Yes No

Phone Number: _____ Fax Number: _____

Partner shall provide all services under this agreement without charge to the customer, shall display ESS program signage, required informational posters, ESS program brochures to support customer education and support, and shall notify the Department of any established Partner site closures.

The access level of Partner organization is:

Choose one: Self-Service Site Assisted Service Site*

Service Type Assisted Service

At a minimum, provides services annotated with asterisk () below

Services offered at Partner organization's site(s):

- Provide informational handouts*
- Provide paper applications as requested by customers*
- Provide access to telephone to call DCF Customer Call Center- 1-866-762-2237
- Provide computer to apply for assistance on-line*
- Provide printer for ESS program documents
- Provide fax machine to fax application and other documents to DCF
- Provide copy machine to copy application related documents
- Provide an explanation of the application process *
- Provide assistance to customers to complete/submit applications and/or provide requested information*
- Provide customer assistance for "My ACCESS Account"

PARTNER ASSURANCES

A. Indemnification

1. The Partner agrees to be liable for and indemnify, defend, and hold harmless the Department and its officers, agents, and employees from all claims, suits, judgments, awards of money damages, attorney fees, and court costs, arising out of any act, neglect, or omission by the Partner, its agents, employees, and if applicable, subcontractors during the performance of this agreement, including subsequent amendments thereof.
2. The Partner's inability to evaluate liability or the evaluation of liability shall not excuse the Partner's duty to comply with subparagraph A.1. above, within seven (7) days after notice by the Department to the Partner by certified mail or any other delivery service that provides verification of delivery or by hand delivery. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the Partner not liable shall excuse the Partner's compliance with subparagraph A.1. The Partner shall pay all costs and fees, including attorney fees related to obligations and enforcement against the Partner by the Department. The Department's failure to notify the Partner of a claim, suit, or judgment, award of money damages, attorney's fees, or court costs shall not release the Partner from the requirements of subparagraphs A.1. or A.2. The Partner shall not be liable for the sole act, negligence, or omission of the Department.
3. If the Partner 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 law and without waiving the limits of sovereign immunity.

B. Civil Rights Compliance

The Partner shall ensure that all civil rights requirements are met. All applicants and recipients are granted civil rights in accordance with federal laws and U.S. Department of Agriculture (USDA), Food and Nutrition Services policy that services will be provided without discrimination on the basis of race, color, national origin, age, sex, disability, political beliefs or religion. The nondiscrimination poster, "And Justice for All", is posted on the ACCESS Florida internet page at <http://www.myflorida.com/accessflorida/>. If this web page is not accessible to customers, the "And Justice for All" poster shall be posted in a lobby area for customers to read.

C. Confidentiality of Customer Information

The Partner will only use confidential customer case file information to assist the applicant, the recipient, and the Department or the respective duly authorized representatives, with the completion of the application process for ESS program benefits or services, or to conduct an investigation into performance of this agreement or the administration of ESS program services. The Partner will only disclose confidential customer case file information to the applicant, the recipient, and the Department, or the respective duly authorized representatives for the purposes set forth in this section. If the Partner has questions or concerns about safeguarding of confidential case file information or an intended use or disclosure of such information, the Partner must contact the appropriate local Department of Children and Families office contact person, or designee. The Partner agrees not to use or disclose confidential case information unless approved by the Department. The Partner agrees to notify the appropriate local Department contact person within forty-eight (48) hours of the receipt of verbal or written requests for case file information. No information obtained from a customer's records may be shared with individuals or organizations. All such requests should be referred to the Department for review and action.

The Partner will only access confidential customer case file information if designated as an approved Assisted Service Site, after completing all required security training, and receiving a consent form from the customer allowing access to information that is dated within ninety (90) days of the access to information.

Notwithstanding the provisions above, all disclosures made by Partner under this agreement shall be pursuant to the federal substance abuse confidentiality law and regulations of 42 U.S.C. § 290dd-2(a) and its implementing regulations, 42 C.F.R. Part 2.

D. Health Insurance Portability and Accountability Act

Where applicable, Partners agree to comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) and all regulations promulgated hereunder (45 CFR Parts 160, 162, and 164).

E. Brochures, ESS Program Materials and Signage

The Partner shall ensure that customers are aware that the Partner is an ESS program Partner by displaying an ESS program sign in their store front window or other appropriate area as agreed upon between the Department and the Partner. Brochures, paper applications and other informational ESS program materials shall be made available to customers.

F. Training

1. The Partner must participate in on-line training as provided by the Department in the following areas:
 - a. The use or disclosure of confidential case file information, including information governed by the Health Insurance Portability and Accountability Act of 1996 and related federal regulations; and
 - b. Civil Rights requirements
2. Additionally, the Partner will participate in either the on-line training modules or other training sessions provided by the Department that address:
 - a. ESS Program overview, and
 - b. the ACCESS Self-Service Portal Training (My Account)
3. The Partner agrees to complete any other training required by the Department, as reflected in written notice provided by the Department.

G. Information Security Obligations

The Partner shall be held responsible for information security, especially involving the access, transport or storing of sensitive and confidential information. Fulfillment of security responsibilities shall be mandatory and violations may be cause for action, up to and including civil penalties or criminal penalties under Chapters 119, 812, 815, 817, 839, or 877, Florida Statutes, or similar laws.

H. Client Risk Prevention and Incident Reporting

The Partner must immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number of 1-800-962-2873 (1-800-96ABUSE). This requirement is binding upon the Partner and its officers, agents, and employees, as required by Chapters 39 and 415, Florida Statutes.

I. Publicity

The Partner and its employees, agents, and representatives will not, without prior written consent from the Department in each instance, use in advertising, publicity or any other promotional endeavor any state mark, the name of the state's mark, the name of the state or any state affiliate or any officer or employee of the state, or represent, directly or indirectly, that any product or service provided by the Partner has been approved or endorsed by the state, or refer to the existence of this agreement in press releases, advertising or materials distributed to the Partner's prospective customers.

J. Fee For Services

This is a non-monetary agreement. The Partner agrees to provide services under this agreement at no cost to the Department or the customers served pursuant to this agreement.

K. Monitoring

The Partner agrees to allow on-site monitoring as established by the Department.

DEPARTMENT ASSURANCES

A. Training

1. The Department will offer on-line training to the Partner in the following areas:
 - a. The use or disclosure of confidential case file information, including information governed by the Health Insurance Portability and Accountability Act of 1996 and implementing federal regulations;
 - b. Civil Rights requirements; and
 - c. Other training as required by the Department.

2. Additionally, the Department offers on-line or classroom training that addresses:

- a. ESS Program overview, and
- b. ACCESS Self-Service Portal Training (My Account)

B. Supplies and Materials

The Department will supply and replenish ESS program signage, paper applications and public assistance programs literature as needed at no cost to the Partner. The Partner must notify the Department of the need for additional literature in a timely manner based on its local demand levels.

C. Eligibility Determination

The Department will complete the eligibility determination process on completed applications received from the Partner site(s), including timely notifying applicants of the eligibility decision, the availability of hearing rights, and how fair hearings may be requested.

MUTUAL AGREEMENT

A. Agreement Document

The Partner agrees to provide services in accordance with the terms and conditions specified in this Agreement including its attachment(s) No Attachments .

B. Start Date and End Date

This agreement shall begin on June 15, 2017 or on the date on which it is signed by the last party required to sign it, whichever is latest.

This agreement shall end at midnight, local time in , Florida, on

Or

This agreement will remain in effect unless terminated by either party with proper notice.

C. Termination

1. This agreement can be terminated by either party without cause upon no less than thirty (30) calendar days, with a notice in writing to the other party by certified mail or any other delivery service that provides verification of delivery or by hand delivery, unless an earlier time is mutually agreed upon in writing.
2. This agreement may be terminated for Partner's non-performance upon no less than twenty-four (24) hours, with a notice in writing by the Department.
3. Partner's failure to perform any obligation required by this agreement in a manner satisfactory to the Department will be sufficient cause to terminate this agreement. To be terminated as a Partner under this subparagraph, Partner must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the Department's satisfaction; or (2) had a contract terminated by the Department for cause.

The Partner's contact person, or designee, shall be responsible for informing the appropriate local Department of Children and Families office of performance concerns of which the Partner becomes aware while providing the services listed in this agreement and be responsible for providing in a timely manner the appropriate local Department of Children and Families office with original or copies of documentation required by this agreement, and for being available to the Department for consultation and assistance, as requested by the Department, during Partner's normal business hours and days of operation.

D. Contacts

1. Partner's name, as shown on page 1, mailing address, telephone number and e-mail address is:

Broward County
Broward Addiction Recovery Division
Attention: Raysis Reyes
1011 SW 2 nd Street
Fort Lauderdale, FL 33312
954-357-4882
rayreyes@broward.org

2. The name, address, telephone number and e-mail address of Department of Children and Families ESS Program contact person is:

Yuliet Alfonso
1400 W. Commercial Blvd
Ft Lauderdale, FL 33309
954-375-6009
Yuliet.Alfonso@Myflfamilies.com

The Department's contact person will be available to assist the Partner in its performance of this agreement on an "as needed" basis during the Department's normal business hours and days of operation. All contact with the Department by the Partner must be through the Department's local contact person.

SIGNATURES

Signature of the Community Partner Executive or Designee

_____ Date

Printed Name of the Community Partner Executive or Designee

Signature of DCF Regional Director or Designee


_____ Date

Printed Name of the Regional Director or Designee

Silvia Beebe
Community Development Administrator

Reviewed and approved as to form:
Joni Armstrong Coffey, County Attorney

By 
Karen S. Gordon, Assistant County Attorney

By 
Sharon V. Thorsen, Senior Assistant County Attorney

Additional information needed

Community Partner Contact Name:	Raysis Reyes
Contact Phone Number (and extension, if applicable):	954-357-4882
Contact E-Mail Address:	rayreyes@broward.org
Alternate Contact Name:	William Bradley
Alternate Contact Phone (and extension, if applicable):	954-357-4819
Alternate Contact E-Mail Address:	wbradley@broward.org
Fax Number:	954-357-6533
Website (if applicable):	www.Broward.org/AddictionRecovery
Days of Week Open:	7 days per week
Hours of Operation:	24 hours per day