

Contract No. JP002
 CFDA No. _____
 CSFA No. 60.021

Client Services	<input type="checkbox"/>	Non-Client	<input checked="" type="checkbox"/>
Subrecipient	<input checked="" type="checkbox"/>	Vendor	<input type="checkbox"/>
Federal Funds	<input type="checkbox"/>	State Funds	<input checked="" type="checkbox"/>

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and **Broward 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 **utilizing general appropriations act grant funding to supplement the cost of performing the functions of the recognized homeless coalition for the Broward County catchment area pursuant to section 420.623 F.S.**, as further described in Section 2, payable as provided in Section 3, in an amount not to exceed **\$299,999.99**.

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: **Broward County Board of County Commissioners**
 Address: **115 South Andrews Avenue**
 City: **Fort Lauderdale** State: **Florida** Zip Code: **33301**
 Phone: **(954) 357-6101** Ext: _____ E-mail: **N/A**

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

Name: **Mandy Wells, Broward County Community Partnerships Division Director**
 Address: **115 South Andrews Avenue, A370**
 City: **Fort Lauderdale** State: **Florida** Zip Code: **33301**
 Phone: **(954) 357-5686** Ext: _____ E-mail: **mwells@broward.org**

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: **Michael Wright, Homeless Initiative Partnership and Continuum of Care Administrator**
 Address: **115 South Andrews Avenue, A370**
 City: **Fort Lauderdale** State: **Florida** Zip Code: **33301**
 Phone: **(954) 357-6167** Ext: _____ E-mail: **mwright@broward.org**

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

Name: **Natasha Grant**
 Address: **1400 West Commercial Boulevard Room 201K**
 City: **Fort Lauderdale** State: **Florida** Zip Code: **33309**
 Phone: **(954) 375-6025** Ext: _____ E-mail: **natasha.grant@myflfamilies.com**

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

1.3. Effective and Ending Dates

This Contract shall be effective on **July 1, 2016** or the last date executed by a party, whichever is later. The service performance period under this Contract shall commence on **July 1, 2016** or the effective date of this Contract, whichever is later, and shall end at midnight, **Eastern time, on June 30, 2019**, subject to the survival of terms provisions of Section 7.4.

This Contract may not be renewed.

This Contract may be renewed in accordance with Section 26 of the PUR 1000 Form and, if renewed, costs for the renewal may not be charged to this Contract.

This Contract may be renewed in accordance with Section 26 of the PUR 1000 Form and, if renewed, the renewal price(s) set forth in the bid, proposal, or reply are shown in Exhibit F__, subject to negotiation at renewal per section 287.057(13), Florida Statutes (F.S.).

1.4. Contract Document

This Contract is composed of Sections 1 through 9, Exhibits A through F, Attachments 1 through 2 and any exhibits referenced in said attachments, and any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties.

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

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

1.4.3. The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 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;

1.4.4.3. This Standard Integrated Contract;

1.4.4.4. Any documents incorporated into this Contract by reference;

1.4.4.5. Attachments 1 through 2.

2. STATEMENT OF WORK

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

2.1. Scope of Work

The Scope of Work is described in Exhibit B.

2.2. Task List

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

2.3. Deliverables

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

3. PAYMENT, INVOICE AND RELATED TERMS

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

3.1. 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 specify otherwise. Any amount that is authorized for payment but is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved (or within 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 1 dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

3.2. Method of Payment

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

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 **45** 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 6.2.3 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.

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.

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

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

4.3.4. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida or to a provider of the Department's selection, upon

giving prior written notice to the Provider. In the event of assignment by either party, this Contract shall remain binding upon the lawful successors in interest of the Provider and the Department.

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

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

- The Provider may subcontract under this Contract.
- This Provider is prohibited from subcontracting under this Contract.

4.3.7. 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 the scope of the Provider's redaction of the record, as provided for under Section 5.3., including litigation initiated by the Department.

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

4.5. 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 Department's Contract Manager will be notified 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

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

4.7.1. 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, the Provider agrees that, if it disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the State's initial investment, as adjusted by depreciation.

4.10. 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: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Contract Manager; and 2) other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myflfamilies.com. The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428. A reportable incident is defined in Children and Families Operating Procedure (CFOP) 180-4, which can be obtained from the Contract Manager.

4.14. Employment Screening

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

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 an affidavit each State fiscal year for the term of the contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

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 Provider Agency, a check with the Office of Inspector General (IG) is required to determine if the individual is or has been a subject of an investigation with the IG's Office. The request will only be made on the individual that is being recommended to be hired for the position if that individual has previously worked for the Department or a Contract Provider, or if that individual is being promoted, transferred or demoted within the Department or Agency."

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.
- 5.1.2. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Department.
- 5.1.3. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 5.1.2.
- 5.1.4. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.
- 5.1.5. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 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.
- 5.1.6. A financial and compliance audit shall be provided to the Department as specified in this Contract and in Attachment 1.
- 5.1.7. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).
- 5.1.8. 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 CF Standard

Contract. Following such review, the Department will deliver to the Provider a written report of its findings, and may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's written report. This provision will not limit the Department's termination rights under Section 6.2.4.

5.3. Provider's Confidential and Exempt Information

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

5.3.2. Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with 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.a. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.a., correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

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

5.4. Health Insurance Portability and Accountability Act

The Provider certifies that neither it nor its subcontractors will have access to, receive or provide Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (42 United States Code (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 2 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. Data Security

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

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

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

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

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

5.5.5. 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 breach or potential breach of personal and confidential Departmental data.

5.5.6. The Provider shall at its own cost provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential Departmental data as provided in 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 a breach or potential breach of personal and confidential Departmental data.

5.5.7. The Provider shall cause each of its subcontractors having access to Department data systems or maintaining any client or other confidential information in electronic form to comply with the provisions of Section 5.5 and the term "Provider" shall be deemed to mean the subcontractor for such purposes.

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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OR CHAPTER 119, F.S., TO THE CONTRACTOR'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., corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this Contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

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

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

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

6.2. Termination

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

6.2.2. This Contract may be terminated by the Provider upon no less than thirty (30) calendar days' notice in writing to the Department unless a sooner time is mutually agreed upon in writing.

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

6.2.5. 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. To be terminated under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider.

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 has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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

7. OTHER TERMS

7.1. Governing Law and Venue

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

7.2. No Other Terms

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

7.3. Severability of Terms

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

7.4. Survival of Terms

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

7.5. Modifications

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

7.6. 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-1.047, Florida Administrative Code, if requested by another agency. Other State agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7.12. 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(e) of the Immigration and Nationality Act (8 U.S.C. § 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider and its subcontractors will enroll in and use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employee assigned to the contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

7.13. Civil Rights Requirements

In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within 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 the box for Federal Funds is checked at the beginning of 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 \$100,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 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 **N/A**. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Contract.

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.

8.2. 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/index.html>.

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. Emergency 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 the Children and Families Operating Procedure (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, the Provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database by the 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 Grant or 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 & 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 servicing 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. Client and Other Confidential Information. State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 415.295, 741.3165 and 916.107, F.S.

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.

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 39 page Contract to be executed by their undersigned officials as duly authorized.

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

Signature: [Signature]
Print/Type Name: Bertha Henry
Title: County Administrator
Date: 7/13/16

Signature: [Signature]
Print/Type Name: Dennis Miles
Title: Regional Managing Director
Date: 7/1/16

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

Federal Tax ID # (or SSN): 59-6000531

Provider Fiscal Year Ending Date: 09/30.

The Remainder of this Page Intentionally Left Blank.

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

By [Signature]
Sharon V. Thorsen, Senior Assistant County Attorney



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 Additional Definitions**

- A-1.1.1. At Risk of Homelessness** – As defined according to 24 C.F.R. Part 576, as amended, in HUD's December 5, 2011 Interim Rule.
- A-1.1.2. Community Agencies** – For the purpose of this contract, Community Agencies are local agencies located within Circuit 17 (Broward County) that provide various types of services to the homeless population.
- A-1.1.3. Continuum of Care (CoC) Plan** – A community plan to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximum self-sufficiency or those persons at risk of homeless to maintain their housing stability. It includes action steps to end homelessness and prevent a return to homelessness; a framework for a comprehensive and seamless array of emergency, transitional, and permanent housing, and related services to address the various needs of homeless persons and persons at risk of becoming homeless.
- A-1.1.4. HMIS (Homeless Management Information System)** – A computer system used to manage and track client assistance activities, including follow-up and performance measures.
- A-1.1.5. Homeless** – As defined according to 24 C.F.R. Part 576, as amended, in HUD's December 5, 2011 Interim Rule.
- A-1.1.7. Homeless Coalition** – An agency/organization (either for profit or non-profit) established and operating pursuant to Section 420.623, Florida Statutes. The coalition's mission is to plan, network, coordinate, and oversee the delivery of direct client services to the homeless population in the local area.
- A-1.1.8. HUD** – U.S. Department of Housing and Urban Development, whose mission is to increase homeownership, support community development and increase access to affordable housing free from discrimination.
- A-1.1.9. State Office on Homelessness** – The office created within the Department of Children and Families to provide coordination on issues relating to homelessness in accordance with Section 420.622, Florida Statute.

A-2. STATEMENT OF WORK - N/A**A-3. PAYMENT, INVOICE AND RELATED TERMS - N/A****A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE - N/A****A-5. RECORDS, AUDITS AND DATA SECURITY - N/A****A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION - N/A****A-7. OTHER TERMS – N/A**

EXHIBIT B - SCOPE OF WORK**B-1. SCOPE OF SERVICE**

The Provider shall, pursuant to 420.623 F.S. *Local Coalitions for the Homeless* and 420.624 F.S. *Local Homeless Assistance Continuum of Care*, serve as the State Office on Homelessness' designated local homeless coalition for Broward County. In accordance with sections 420.623 and 420.624 F.S., the Provider shall facilitate the development of the local homeless continuum of care plan and further assist the local community by planning, networking, coordinating and monitoring the delivery of services to persons who are homeless or about to be homeless within Broward County. This contract is intended to, through Legislative appropriation, supplement the cost of staffing expenses for coalition activities.

B-2. MAJOR CONTRACT GOALS

The major goal of this contract is to improve the overall quality of life for homeless individuals and/or families through the coordination with community agencies to provide quality services and programs, including both facilities (i.e. homeless shelters, etc.) as well as prevention initiatives (i.e. rent and utility payments, outreach activities, etc.). These services will provide Florida's homeless population the assistance needed to make available suitable living conditions and assist them in self-sufficiency initiatives.

B-3. SERVICE AREA/LOCATIONS/TIMES**B-3.1. Service Delivery Location**

B-3.1.1. The Provider's administrative office is located at:

Broward County Board of County Commissioners
115 South Andrews Avenue Suite A370
Fort Lauderdale, FL 33301.

B-3.1.2 Service Times

The Provider's administrative office shall be open for business from 9:00 a.m. to 5:00 p.m., Monday through Friday, except for official State of Florida holidays or as otherwise coordinated in advance by both parties.

B-3.2. Changes In Location

B-3.2.1. The Provider will notify the contract manager in writing a minimum of fifteen (15) calendar days prior to making any change in its administrative office location that may affect the Department's ability to contact the Provider by phone, email or facsimile transmission. In the event of an emergency, (such as fire or water damage), temporary changes in location may necessitate a waiver of this designated standard by the Department.

B-4. CLIENTS TO BE SERVED

This contract will not serve clients directly, but will support the coordination of activities and efforts in improving the lives of the local homeless population and those individuals and families at risk of becoming homeless, pursuant to Section 420.623, Florida Statutes.

B-5. CLIENT ELIGIBILITY

Not applicable to this contract.

B-6. CLIENT DETERMINATION

Not applicable to this contract.

B-7. EQUIPMENT

Not applicable to this contract.

B-8. CONTRACT LIMITS

All services provided under this contract will be provided in accordance with applicable laws, rules, regulations, and Departmental procedures. Contract funding will be limited to current and future Legislation Appropriation.

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.** The Provider shall serve as the local coalition for the local homeless assistance continuum of care and shall meet and maintain compliance with duties and activities required by Section 420.623, Florida Statutes, as follows:
- C-1.1.1.** Inventory all local resources for the homeless, including, but not limited to, food assistance, clothing, emergency shelter, low cost housing, emergency medical care, counseling, training, and employment.
 - C-1.1.2.** Review and assess all services and programs in support of the homeless and identify unmet needs of the homeless.
 - C-1.1.3.** Identify and explore new approaches to shelter care for the homeless.
 - C-1.1.4.** Facilitate the delivery of multiagency services for the homeless to eliminate duplication of services and to maximize the use of limited existing resources for the homeless.
 - C-1.1.5.** Engage local business partners to participate in the coalition's programs and activities.
 - C-1.1.6.** Development of:
 - C-1.1.6.1.** New programs and services to fill critical service gaps, if necessary, through reallocation of existing resources for the homeless;
 - C-1.1.6.2.** A hard copy or electronic community resource directory of services available to the homeless for use by agencies, volunteers, information and referral systems, and homeless persons;
 - C-1.1.6.3.** Public education and outreach initiatives to make homeless persons aware of the services available to them through community agencies and organizations;
 - C-1.1.6.4.** Strategy for increasing support and participation from local businesses in the coalition's programs and activities;
 - C-1.1.6.5.** Assist in the development of local continuum of care plan, as described in Section 420.624, F.S., for the catchment area containing the county or region served by the local coalition.
 - C-1.1.7.** Monitor and evaluate local homeless initiatives to assess their impact, to determine the adequacy of services available through such initiatives, and to identify additional unmet needs of homeless persons.
 - C-1.1.8.** Develop an annual report detailing the coalition's goals and activities.
 - C-1.1.9.** Develop a strategy for increasing support and participation from local businesses in the coalition's programs and activities.
 - C-1.1.10.** The local coalition will maintain active membership in the Florida Coalition for the Homeless and attend a minimum of one (1) membership meeting annually and submit membership dues.
- C-1.2.** In addition, the Provider shall:
- C-1.2.1.** Conduct monthly coalition meetings.
 - C-1.2.1.1.** Local groups and organizations involved in providing services for the homeless and interested business groups and associations shall be given the opportunity to participate in coalitions, including, but not limited to:
 - C-1.2.1.1.1.** Organizations and agencies providing mental health and substance abuse treatment;
 - C-1.2.1.1.2.** County health departments and community health centers;
 - C-1.2.1.1.3.** Organizations and agencies providing food, shelter, or other services targeted to the homeless;
 - C-1.2.1.1.4.** Local law enforcement agencies;

- C-1.2.1.1.5. Regional workforce boards;
 - C-1.2.1.1.6. County and municipal governments;
 - C-1.2.1.1.7. Local public housing authorities;
 - C-1.2.1.1.8. Local school districts;
 - C-1.2.1.1.9. Local community-based care alliances; and
 - C-1.2.1.1.10. Local organizations and agencies serving specific subgroups of the homeless population including, but not limited to, those serving veterans, victims of domestic violence, persons HIV/AIDS, and runaway youth.
- C-1.2.2. Provide technical assistance to include training in areas such as confidentiality, data entry and generating reports to providers submitting data in HMIS.
 - C-1.2.3. Conduct training and technical assistance to community agencies on invoicing, reporting and/or data collection.
 - C-1.2.4. Conduct a minimum of one public education / outreach session to homeless persons or community organizations monthly.
 - C-1.2.5. Coordinate the development, completion and analysis of the annual Point-in-Time Survey and submit the compilation of results to the DCF Office on Homelessness.
 - C-1.2.6. Collect, compile, and report, on a semi-annual basis, on data relating to outcomes of the Department funded homeless services.
 - C-1.2.7. The Provider staff will attend at least one conference/training session annually to expand knowledge and capacity to implement Continuum of Care objectives and support stakeholders in improving quality of services provided.
 - C-1.2.8. The Provider shall submit a copy of the Annual Homeless Assessment Report (AHAR) provided to HUD through the Homeless Data Exchange (HDX).

C-2. ADMINISTRATIVE TASKS

C-2.1. **Staffing**

- C-2.1.1. The Provider shall recruit, select, train and employ a qualified individual to serve as the coalition's administrator. The administrator will carry out or coordinate the roles, functions and responsibilities of homeless coalitions pursuant to 420.623 F.S., the State Office on Homelessness and the directives/instructions of the homeless coalition's Board of Directors.
- C-2.1.2. The Provider shall ensure adequate and sufficient staff, paid or volunteer, to satisfactorily meet all contract requirements.

C-2.2. **Staffing Changes**

- C-2.2.1. The Provider shall notify the contract manager in writing within five (5) business days of the vacancy of the administrator position and shall notify the contract manager when a qualified replacement has been hired.

C-2.3. **Professional Qualifications**

- C-2.3.1. Minimum professional qualifications shall be determined by the Provider.

C-2.4. **Subcontracting**

- C-2.4.1. The Provider shall not subcontract for the provision of any services under this contract.

C-2.5. **Records and Documentation**

- C-2.5.1. The Provider shall maintain supporting documentation for invoices (i.e. time keeping and expense documentation) for expenditures incurred and for delivery of services as described in Section D-2.1 and Section F-3. This supporting documentation shall be provided to the Department upon request. Where permitted under applicable law, access by the public shall be permitted without delay.

C-2.5.2. Executive Office of the Governor Office of Policy and Budget Report

C-2.5.2.1. The Provider shall submit the following reports directly to the Grant Manager documenting return on investments (ROI) for funding provided to the local homeless coalition throughout the state, pursuant to Chapter 2016-66, Laws of Florida, Specific Appropriation 363:

C-2.5.2.2. An Initial ROI Report identifying the positive return the state will receive by providing the funding shall be submitted to the Grant Manager on or before July 31, 2016.

C-2.5.2.3 The Initial ROI Report shall include actual returns by fiscal year if the Provider previously received state funding, and projected positive returns based on the Fiscal Year 2016-2017 funding.

C-2.5.2.4. Quarterly ROI Reports identifying the positive returns the state will receive by providing the funding and updates of project results shall be submitted to the Grant Manager within 30 days after the end of each quarter.

C-2.6. Reports (programmatic and to support payment)

C-2.6.1. 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-2.6.2.

Report Title	Reporting Frequency	Report Due Date	Number of Copies Due	DCF Office Address(es) to Receive Report
Invoice (Exhibit F1)	Quarterly	Within 15 days following the month of service	1 copy	Contract Manager
Quarterly Summary of Coalition Supporting Activities (Exhibit D1)	Quarterly	Within 15 days following the month of service	1 copy	Contract Manager
Performance Data Report (Exhibit E1)	Quarterly	Within 15 days following the month of service	1 copy	Contract Manager
Quarterly Expenditure Report	Quarterly	Within 15 days following the month of service	1 copy	Contract Manager
Outcome Report of Homeless Services	Semi-Annually	January 30th July 30th	1 copy each	Contract Manager Office on Homelessness
Point-in-Time (PIT) Survey Results	Annually	May 15	1 copy each	Contract Manager Office on Homelessness
Initial ROI Report	Annually	July 31	1 copy each	Contract Manager Office on Homelessness
Annual Report of Coalition Goals and Activities	Annually	July 15	1 copy each	Contract Manager Office on Homelessness

Annual Homeless Assessment Report (AHAR)	Annually	April 15	1 copy each	Contract Manager Office on Homelessness
Continuum of Care (CoC) Plan	Annually	Within 10 days of contract execution or renewal	1 copy	Contract Manager
Proof of Liability Insurance	Annually	Within 30 days of renewal and prior to expiration	1 electronic copy	Contract Manager
Employment Screening Affidavit	Annually	By July 31 of each Fiscal Year	1 original copy	Contract Manager

- C-2.6.2.1. Invoice (Exhibit F1)**-An invoice shall be submitted quarterly for payment of services and according to the requirements as described in Sections F-2 and F-3.
- C-2.6.2.2. Quarterly Summary of Coalition Activities (Exhibit D1)**-A quarterly report of coalition supporting activities and the minimum service level tasks, as described in Section D-2, completed during the reporting period and shall include supporting documentation which is not limited to sign in sheets for all meetings, copies of Board of Directors meeting minutes,
- C-2.6.2.3. Performance Data Report (Exhibit E1)**-The Provider shall report the Minimum Performance Measures achieved for the reporting period according to the Performance Measure Methodology as described in Sections E-1 and E-2.
- C-2.6.2.4. Quarterly Expenditure Report**-The Provider shall develop and submit a quarterly expenditure report AND supporting documentation (see Section F-3) to show actual expenditures during a three-month period. All expenditures must be reasonable, allowable, and necessary and based upon the Provider's Approved Budget.
- C-2.6.2.5. Outcome Report of Homeless Services**-The Provider shall collect data and report on the outcomes of homeless services funded by the Department and provided by Community Agencies (i.e. TANF, ESG, Challenge grants). At a minimum, this report shall include the demographics of homeless persons served in the catchment area, the number and types of services provided to homeless persons, and the outcome of these services. This outcome report must be submitted twice a year (semi-annually) and may be generated using the HMIS reporting system.
- C-2.6.2.6. Point-in-Time (PIT) Survey Results**-The Provider shall submit a count of the unsheltered and sheltered homeless persons in emergency shelter, transitional housing, and Safe Havens on a single night. The PIT Survey shall be completed as directed by the State Office on Homelessness and HUD.
- C-2.6.2.7. Annual Report of Coalition Goals and Activities**- The submitted annual report must detail the coalition's goals and activities for the upcoming year. This report should include of the Provider's initial inventory of available local resources to the homeless and a clear identification of unmet client needs. In addition, this report shall describe the Provider's program accomplishments, to include new programs and services developed or coordinated by the Provider, as well as the adequacy of available services, their impact, and the unmet needs of the local homeless population.
- C-2.6.2.8. Annual Homeless Assessment Report (AHAR)**- The submitted annual report is provided to HUD through the Homeless Data Exchange. This report is a collection of aggregate data related to homeless persons' in entering homeless shelters, transitional housing or permanent supportive housing and provides a snap shot

of the unsheltered count reported in the Point-in-Time Count (PIT) as well as beds reported in the Housing Inventory Chart (HIC).

- C-2.6.2.9. Continuum of Care (CoC) Plan-**The Provider shall update their Continuum of Care Plan annually according to the guidelines set forth by HUD and the State Office on Homelessness. At a minimum, the CoC Plan shall include the coalition's vision and goals for addressing homelessness, methods for data collection and inventory of available resources for homeless individuals, determine unmet needs in the homeless population and link gaps to possible resources, development of short- and long-term strategies and determine timeframes for meeting the CoC/HUD's goals for ending homelessness.
- C-2.6.2.10. Proof of Liability Insurance-**The Provider is required to provide proof of continuous adequate liability insurance, annually and prior to insurance expiration. Provider's liability insurance is subject to the provisions of Section 4.5 of the Department's Standard Integrated Contract.
- C-2.6.2.11. Employment Screening Affidavit-**The Provider is required to complete the Florida Department of Children and Families Employment Screening Affidavit form annually. By completing this form, the Provider attests it is in compliance with the employment screening clause contained in Section 4.14 of the Department's Standard Integrated Contract.

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

EXHIBIT D – DELIVERABLES**D-1. SERVICE UNIT**

D-1.1. A service unit consists of one (1) quarter of providing homeless coalition supporting activities as identified in Exhibit C. The Provider shall meet and maintain compliance with duties and activities required by Section 420.623, Florida Statutes, identified in Section C-1. The minimum quarterly service level requirements are identified in Section D-2.1.

D-2. PERFORMANCE MEASURES FOR ACCEPTANCE OF DELIVERABLES

D-2.1. The minimum service level for deliverables per quarter of service is the full completion of all tasks as listed in the table below:

Minimum Service Level Requirements for Providing 1 Quarter of Homeless Coalition Supporting Activities	Qualitative Criteria for Evaluating Successful Completion	Supporting Documentation to Verify Successful Completion	Financial Consequence When Performance is Below the Minimum Service Level
D-2.1.1 1 Monthly Meeting of the Homeless Coalition	Monthly meetings consist of either full board meetings, sub-committee meetings including meetings conducted in anticipation/prep for PIT count, HIC count, volunteer meetings, etc.	The Provider must include a sign-in sheet (with <u>printed names</u> and signatures), meeting agenda and minutes (as applicable).	5% of Invoice amount to be deducted from the invoice when the service level does not meet the criteria for successful completion
D-2.1.3 2 Episodes of HMIS Technical Assistance to Stakeholders	HMIS technical assistance documents training to stakeholders in areas such as confidentiality, data entry and generating HMIS reports.	The Provider must include sign-in sheets (as applicable), acknowledgment of technical assistance provided (must document type of assistance provided and acknowledged by receiving Community Agency), meeting agendas (for formal trainings, workshops, webinars, conference calls, etc.)	5% of Invoice amount to be deducted from the invoice when the service level does not meet the criteria for successful completion
D-2.1.4 2 Episodes of Training/Technical Assistance to Community Agencies	Episodes of training and/or technical assistance documents training on invoicing, performance data, contract reporting, etc. This requirement does not include the monthly HMIS User Group Meeting or HMIS technical assistance.	The Provider must include sign-in sheets (as applicable), acknowledgment of technical assistance provided (must document type of assistance provided and acknowledged by receiving Community Agency), meeting agendas (for formal trainings, workshops, webinars, conference calls, etc.)	5% of Invoice amount to be deducted from the invoice when the service level does not meet the criteria for successful completion
D-2.1.5 1 Public Education / Outreach Sessions to Homeless Persons or Community Organizations	Education and/or outreach sessions to the public may include but are not limited to: providing information on new and existing services available to homeless persons, identifying unmet needs of the homeless population, and engaging the support and participation from community stakeholders and entities to achieve this goal.	The Provider must include documentation to support advertising/posting of the public session (at least 1 week prior to event date), a session agenda/schedule, copies of any handouts/written resources or power point presentations provided during the session, and sign-in sheets (as applicable)	5% of Invoice amount to be deducted from the invoice when the service level does not meet the criteria for successful completion



**EXHIBIT D1
QUARTERLY SUMMARY OF COALITION ACTIVITIES**

Coalition: Broward County Board of County Commissioners

Contract #: JP002

Reporting Period: _____

Deliverables-Minimum Quarterly Service Level Requirement	Documentation
<p>3 Monthly Meetings per Quarter of the Homeless Coalition</p>	<p>Homeless Coalition Meeting Date/Time : _____ Sign-in sheet attached? Yes___ No___ Meeting minutes attached? Yes___ No___ N/A___ Agenda attached? Yes___ No___ N/A___</p>
<p>2 Episodes of HMIS Technical Assistance to Stakeholders</p>	<p># of trainings/technical assistance provided: _____ Sign-in sheets attached? Yes___ No___ N/A___ Agendas attached? Yes___ No___ N/A___ Acknowledgment of technical assistance attached? Yes___ No___ N/A___ Description of technical assistance provided: _____ _____ _____ _____</p>
<p>2 Episodes of Training/Technical Assistance to Community Agencies</p>	<p># of trainings/technical assistance provided: _____ Sign-in sheets attached? Yes___ No___ N/A___ Agendas attached? Yes___ No___ N/A___ Acknowledgment of technical assistance attached? Yes___ No___ N/A___ Description of training/technical assistance provided: _____ _____ _____ _____</p>

<p>1 Public Education / Outreach Session to Homeless Persons or Community Organizations</p>	<p>Education/Outreach Session Date/Time: _____</p> <p>Advertisement of Education/Outreach Session (at least 1 week prior to event)? Yes___ No___</p> <p>Agenda/schedule attached? Yes___ No___</p> <p>Handouts/PowerPoints attached? Yes___ No___ N/A___</p> <p>Description of Education/Outreach Session:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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Summary of Duties And Activities Completed Which Are Identified In Section C-1.1, As Required By Section 420.623, F.S.:

Other Notable Activities Completed:

Report Prepared by: _____

Date: _____

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

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

E-1.1. 100% of the Service Level requirements identified in Section D-2 shall be successfully completed each quarter.

E-1.2. 100% of ALL coalition meetings will be held each quarter.

E-2. PERFORMANCE EVALUATION METHODOLOGY

E-2.1. The measure in Section E-1.1 will be determined by dividing the number of Service Level requirements successfully completed by the Total Number of Quarterly Service Level requirements identified in Section D-2.

$$\frac{\text{Numerator} \quad \# \text{ of Service Level requirements successfully completed each quarter}}{\text{Denominator} \quad \text{Total \# of Quarterly Service Level requirements identified in Section D-2}} = 100\%$$

E-2.2. The measure in Section E-1.2 will be determined by dividing the number of quarterly meetings held by the Total Number of meetings identified in Section D-2.

$$\frac{\text{Numerator} \quad \# \text{ of meetings held each quarter}}{\text{Denominator} \quad \text{Total \# of meetings identified in Section D-2}} = 100\%$$



EXHIBIT E1
Performance Data Report

Prepared by: _____

JP002
Contract

Service Month: _____

Broward County Board of County Commissioners

Signature: _____

Date: _____

1. Minimum Monthly Service Level Requirements

a. # of Minimum Monthly Service Level requirements successfully completed during the service month _____

b. Total # of Minimum Monthly Service Level requirements identified in Section D-2 _____

c. Percentage of the Minimum Monthly Service Level requirements successfully completed
(a divided by b) _____

The standard target for this measure is: 100%

2. Monthly Coalition Meetings

a. # of Coalition meetings held during the monthly _____

b. Total # of meetings identified in Section D-2 _____

c. Percentage of monthly meetings held
(a divided by b) _____

The standard target for this measure is : 100%

EXHIBIT F - METHOD OF PAYMENT**F-1. PAYMENT CLAUSE**

F-1.1. This is a multi-year fixed price (unit cost) contract. The Department shall pay the Provider for the delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed **\$299,999.99** subject to the availability of funds. The total contract amount shall be allocated as follows:

Fiscal Year	Annual Funding
16-17	\$107,142.85
17-18	\$96,428.57
18-19	\$96,428.57

F-1.1.1. The Department agrees to pay for the service units at the unit price(s) and limits listed below:

FY	UNIT	UNITS	RATE	TOTAL AMOUNT
16-17	One Quarter of Homeless Coalition Activities	3	26,785.71	\$80,357.13
16-17	One Quarter of Homeless Coalition Activities	1	\$26,785.72	\$26,785.72
17-18	One Quarter of Homeless Coalition Activities	3	\$24,107.142	\$72,321.42
17-18	One Quarter of Homeless Coalition Activities	1	\$24,107.15	\$24,107.15
18-19	One Quarter of Homeless Coalition Activities	3	\$24,107.142	\$72,321.42
18-19	One Quarter of Homeless Coalition Activities	1	\$24,107.15	\$24,107.15
				\$299,999.99

F-1.1.2. Pursuant to section 215.971, F.S., as a recipient or subrecipient of federal or state financial assistance, the Provider may expend funds only for allowable costs resulting from obligations incurred from July 1, 2016 through June 30, 2019, in accordance with the Department of Financial Services Reference Guide For State Expenditures which is incorporated by reference. A copy can be obtained upon request to the Contract Manager or can be located at the Florida Department of Financial Services website.

F-1.1.3. Pursuant to section 215.971, F.S., any balance of unobligated funds which has been advanced or paid must be refunded to the Department.

F-1.1.4. Pursuant to section 215.971, F.S., any funds paid in excess of the amount to which the recipient or subrecipient is entitled under the terms and conditions of this contract must be refunded to the Department.

F-2. INVOICE REQUIREMENTS

F-2.1. The Provider shall request payment through submission of a properly completed invoice (**Exhibit F1**) on the 15th day of the month following the service period.

F-2.2. Payments may be authorized only for service units on the invoice, which are in accord with the above list and other terms and conditions of this contract. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by this contract.

F-3. SUPPORTING DOCUMENTATION REQUIREMENTS

F-3.1. The Provider shall submit Supporting Documentation to Verify Successful Completion of Deliverables according to Section D-2.1, and to support payment of One Month of Homeless Coalition Activities:

F-3.1.1. Properly completed Invoice (**Exhibit F1**)

F-3.1.2. Quarterly Summary of Coalition Supporting Activities (**Exhibit D1**) along with supporting documentation

F-3.1.3. Performance Data Report (**Exhibit E1**)

F-3.1.4. Quarterly Expenditure Report- The Provider shall document actual expenditures incurred under this grant agreement and shall submit to the Contract Manager with the invoice on a quarterly basis. The Provider is required to maintain proof of all expenditures. Supporting documentation for proof of expenditures include, but are not limited to:

F-3.1.4.1. Payrolls, staff time-sheets and time-and-effort sheets for split-funded staff

F-3.1.4.2. Proof of payment for all salaries or costs Provider is requesting reimbursement for (i.e. Receipts/invoices, copy of cancelled checks, payroll records and bank statements)

F-3.1.5. The Department reserves the right to request the supporting documentation for proof of expenditures.

F-4. MYFLORIDA MARKETPLACE TRANSACTION FEE (MFMP)

F-4.1. This contract is exempt from the MyFloridaMarketPlace Transaction Fee in accordance with 60A-1.032 (1)(i) F.A.C.



EXHIBIT F1

INVOICE

QUARTERLY INVOICE AND MATCH REPORT			
GRANTEE NAME	Broward County Board of County Commissioner	CONTRACT NO.	JP002
ADDRESS	115 S Andrews Ave. Suite A370 Ft. Lauderdale, FL 33301	FEID #:	
INVOICE NUMBER		INVOICE PERIOD	
INVOICE AMOUNT		TOTAL AMOUNT OF PREVIOUS PAYMENTS	
TOTAL GRANT AMOUNT	\$299,999.99	GRANT BALANCE AFTER THIS PAYMENT	
Service Period Begin Date	Service Period End Date	Service Units	Rate
		1	
TOTAL INVOICE AMOUNT	\$		
Service Unit Description		One Month of Homeless Coalition Activities	
CERTIFICATION & APPROVAL			
<p>By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. Additionally, I certify that all reports supporting this invoice have been submitted to the Department in accordance with this agreement.</p>			
Authorized Signature		Authorized Name and Title (Print)	
Date Submitted			
Financial Consequences Applied? Yes _____ No _____	Description		
	Reduction Amount		
	Approved Payment Amount		

For DCF Contract Manager Use Only

Date Invoice Received: _____

Date Goods/Services Received: _____

Date Goods Inspected and Approved: _____

Invoice Approved by/Date: _____

Grant Manager: _____

ATTACHMENT 1

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

MONITORING

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

AUDITS**PART I: FEDERAL REQUIREMENTS**

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

In the event the recipient expends \$500,000 (*\$750,000 for fiscal years beginning on or after December 26, 2014*) or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 (*\$750,000 for fiscal years beginning on or after December 26, 2014*) in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

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

PART II: STATE REQUIREMENTS

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

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

CF 1120, Effective April 2016, (CF-1120-1516)

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

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

PART III: REPORT SUBMISSION

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

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

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

Email address: single.audit@myffamilies.com

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

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

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

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

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

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.

CF 1120, Effective April 2016, (CF-1120-1516)

ATTACHMENT 2

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.

CPD DISCLOSURE ITEMS FOR CONTRACT NO. JP002 FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

ISSUE	CONTRACT LANGUAGE	COUNTY COMMENTS/ RESPONSE
Term	<ul style="list-style-type: none"> • Effective on July 1, 2016 or the last date executed by a party, whichever is later (Agreement §1.3) • Ends midnight June 30, 2019 (Agreement §1.3) • Renewal mutual consent (Agreement §1.3 and State of Florida PUR 1000 §26) 	Current JP001 expired Jun3 30, 2016. Local DCF Grant Manager has informed HIP that no interruptions in service will occur.
Termination	<ul style="list-style-type: none"> • Failure to meet minimum performance standards set forth in Exhibit E, following Department discretionary period to correct (Agreement §2.4.2) • Department may terminate w/o cause upon no less than 30 days' notice – County does not have the same right (Agreement §6.2.1) • Department may terminate upon no less than 24 hours' notice if funds are unavailable (Agreement§6.2.3) • In the event Departments determines that County has failed to comply and a provision to cure would adversely affect the interests of the state, Department may terminate with no less than 24 hours' notice; otherwise following failure to fully cure within the time specified in notice of noncompliance (Agreement §6.2.4) • By Provider with no less than thirty days' notice (Agreement §6.2.2) 	Previous contractual agreements have never been terminated by state and the County has provided this service without interruption since 2008.
Indemnification	<p>Limited to the extent permitted by section 768.28 and without waiver of sovereign immunity (Agreement §4.4)</p> <p>Requires County to replace any infringing product or be liable for State's cost in replacing (Agreement §4.4.1)</p> <p>Requires indemnification of State for costs and attorneys' fees relating to County's claim that a record with trade secret information is exempt from disclosure (Agreement §4.4.2)</p>	<p>CPD notes this is a standard required condition of the grant.</p> <p>CPD is not supplying any protected copyright, patent or other inventions to DCF</p> <p>CPD believes the risk to County is minimal given the history of this grant and the performance of the parties to date.</p>

Venue, Choice of Law & Jury Waiver	<ul style="list-style-type: none"> • Venue in Leon County, Florida (Agreement §7.1) 	CPD notes this is a standard required condition of the contract.
Dispute Resolution	<ul style="list-style-type: none"> • Process set forth (Agreement §6.3) 	<p>CPD notes this is a standard required condition of the contract.</p> <p>CPD will comply with the time period for filing a petition for Alternative dispute resolution in the event of a dispute.</p>
Intellectual and Real Property	<ul style="list-style-type: none"> • All intellectual property arising in connection with contract is deemed works for hire for the benefit of Department (Agreement §4.7) • State security interest required (Agreement §4.9) 	CPD states that no intellectual property is expected to be developed under contract.
Gifts	<ul style="list-style-type: none"> • Will not offer to give or give any gift to any Department employee during the service performance period and 2 years thereafter (Agreement §4.12) 	<p>CPD notes this is a standard required condition of the contract.</p> <p>The contract does not allow subcontracting.</p>
Assignment	<ul style="list-style-type: none"> • Prior written approval of Department required (Agreement §4.3.3) • DCF may assign at any time (Agreement §4.3.4) 	CPD does not expect to assign.
Subcontractors	<ul style="list-style-type: none"> • No subcontracting is permitted (Agreement §4.3.6) 	The contract does not allow subcontracting.
Reporting Requirements	<ul style="list-style-type: none"> • Mandatory Reporting Requirements for reportable incidents (Agreement §4.13) 	No direct client services are provided under this contract. CPD notes this is a standard required condition of the contract.
Records Retention	<ul style="list-style-type: none"> • 6 years after completion or longer if required by law; if audit is required, 6 years after audit is issued or resolution of any audit findings, or litigation (agreement §5.1 and Attachment I Part IV) 	CPD retains all records for a Minimum of six years after termination or audit report.
Data Security	<ul style="list-style-type: none"> • Data security requirements (Agreement §5.5) 	<p>CPD has appointed a Data Security Officer.</p> <p>CPD notes this is a standard required condition of the contract.</p>
Financial Penalties	<ul style="list-style-type: none"> • Failure to perform or take corrective actions permits the imposition of financial penalties (Agreement §§ 3.4 and 6.1) 	CPD notes this is a standard required condition of the contract.

Audit	<ul style="list-style-type: none">• Attachment 1	CPD notes this is a standard Required condition of the contract.
Other	<ul style="list-style-type: none">• Requirement to notify Department of potential or actual legal actions (Agreement §4.6)	CPD notes this is a standard required condition of the contract.