

CPD DISCLOSURE ITEMS FOR FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

UNIFIED AGREEMENT

CONTRACT NO JP002

ISSUE	CONTRACT LANGUAGE	COUNTY COMMENTS/ RESPONSE
Term	<ul style="list-style-type: none"> • July 1, 2016 or the last date executed by a party, whichever is later and shall end on June 30, 2019 (Contract §1.3) 	<p>The initial term date for the original Agreement for JP002 (Local Coalition Grant) was July 1, 2016. This date does not change as Amendment 0002 to Agreement JP002 reflects the replacement of the Agreement incorporating (ESG, TANF, Challenge Grant). The original initial term date remains the same.</p>
Termination	<ul style="list-style-type: none"> • If performance fails to meet minimum performance measures, and County fails to correct within Department's offered cure period, termination shall occur (Contract §2.4.20) • Either party may terminate at will upon no less than 30 days' notice, Department may terminate with 24 hours' notice for lack of funds, or County's non-performance, failure to satisfactorily perform prior agreements with Department will be cause for termination (Contract §6.2) • Employment of unauthorized aliens shall be cause for unilateral cancellation (contract §7.12) 	<p>Previous contractual agreements have never been terminated by state and the County has provided this service without interruption.</p>
Indemnification	<ul style="list-style-type: none"> • State agencies or subdivision obligation to indemnify shall be to the extent permitted by law (Contract § 4.4) • County indemnifies and holds Council harmless as to any liability from a copyright, patent or invention provided or manufactured by County(Contract §4.4 PUR 1000) 	<p>CPD notes this is a standard required condition of the grant. CPD is not supplying any protected copyright, patent or other inventions to State CPD believes the risk to County is minimal given the history of this grant and the performance of the parties to date.</p>
Financial Consequences	<ul style="list-style-type: none"> • Failure to meet performance measures may result in payment delay, denial, or financial consequences (contract §2.4.2 and Exhibit F) • See §§ 3.4 and 6.1 	<p>CPD notes this is a standard required condition of the grant</p>

	<ul style="list-style-type: none"> • Failure to comply with corrective action plans or noncompliance may result in financial penalties (Contract §6.1) • Failure to submit a timely final invoice shall result in forfeiture of all right to payment (Contract 3.3.2 and Exhibit F, F-2.5) 	
Publicity	<ul style="list-style-type: none"> • Prior written approval is required by County before using State name, mark, contract, etc. (Contract §4.10) 	CPD notes this is a standard required condition of the grant
Confidential Information	<ul style="list-style-type: none"> • County must clearly identify any confidential information it deems a trade secret (contract §5.3) • Required to maintain confidentiality of client information and shall comply with all state and federal laws (Contract §9.4) • Data Security Requirements (Contract §5.5) • Required to safeguard PHI (Contract §5.4 and Attachment 2) 	CPD notes this is a standard required condition of the grant
Incident Reporting	<ul style="list-style-type: none"> • Any employee of County who knows or has reason to know reportable incidents (Contract §4.13) • Required (contract §9.1) 	CPD notes this is a standard required condition of the grant
Intellectual and Real Property	<ul style="list-style-type: none"> • Intellectual property etc. are works for hire for the benefit of the Department. (Contract § 4.7) • Security Interest in Real Property or its improvement if state funds are provided (Contract §4.9) 	CPD states that no intellectual property is expected to be developed under contract
Assignment	<ul style="list-style-type: none"> • County may assign only with prior written approval (Contract §4.3.3) • Department may assign to another governmental agency with prior written notice (Contract §4.3.4) 	CPD notes this is a standard required condition of the grant
Subcontractors	<ul style="list-style-type: none"> • County may subcontract only with prior written approval of Department (Contract§4.3.3, Exhibit C, C-4.2) • Must include designated substantive contract language in subcontracts (Contract §4.3.6) • Requirement regarding payments to subcontracts (Contract §4.3.7) • No subcontracting functions required under the homeless Coalition Staffing Grant (Exhibit C, C-3.1) 	CPD notes this is a standard required condition of the grant

	<ul style="list-style-type: none"> • Sub-provider must allow access of its records and financial statement (Exhibit C, C-4.3.3) 	
Financial and Compliance Audit	<ul style="list-style-type: none"> • Attachment I 	CPD notes this is a standard required condition of the grant
Records	<ul style="list-style-type: none"> • 6 year retention from termination or longer if audit has been initiated (Contract § 5.1.2) • Department may require transfer of records (Contract §5.1.3) • Records shall be accessible to persons authorized by Department and federal auditors (Contract §5.1.5) • Shall comply with public records law (contract §5.6) 	CPD retains all records for a Minimum of six years after termination or audit report.
Payments	<ul style="list-style-type: none"> • If the final invoice is submitted later than 45 days after the contract ends or is terminated all rights to payment are forfeited (contract §3.3.2 and Exhibit F) • Exhibit F 	CPD notes this is a standard required condition of the grant
Gifts	<ul style="list-style-type: none"> • No gifts to Department employees (contract §4.12) 	CPD notes this is a standard required condition of the grant
Employee Screening	<ul style="list-style-type: none"> • All employees required by law to be screened, shall be screened and meet appropriate standards and shall annually attest to compliance(contract §4.14) 	CPD notes this is a standard required condition of the grant
Inspections	<ul style="list-style-type: none"> • Shall permit inspections relevant to contract (contract §5.2) 	CPD notes this is a standard required condition of the grant
Dispute Resolution	<ul style="list-style-type: none"> • Procedures for alternative dispute resolution are provided (contract §6.3) 	CPD states that no intellectual property is expected to be developed under contract
Venue	<ul style="list-style-type: none"> • Leon County, Florida (contract §7.1) 	CPD states that no intellectual property is expected to be developed under contract