

SERVICE PROVIDER Provisions and Assurances

Florida Statutes Section 409.1671 authorizes the State of Florida, Department of Children and Family Services (herein after referred to as “DCF” or the “Department”) to contract with a lead community-based agency to deliver a comprehensive array of foster care and related services to eligible children and families. Communities Connected for Kids (hereinafter referred to as “CCKids”) is the contracted lead community-based agency in Circuit 19 of Florida responsible for delivering a comprehensive array of foster care and related services to eligible children and families in Indian River, Martin, Okeechobee, and St. Lucie Counties.

CCKids has elected to subcontract the provision of specific services to a contractor/vendor (hereinafter referred to as the “SERVICE PROVIDER”). The provisions and assurances outlined herein are required by CCKids to be followed by the SERVICE PROVIDER.

All documents or forms cited in this contract or its attachments as “herein incorporated by reference” will be maintained on the CCKids internet and may be obtained by the SERVICE PROVIDER via <http://www.CCKids.net>, unless otherwise stated herein. All documents, forms, information, notification(s) or item(s) cited below that are required to be completed and returned by the SERVICE PROVIDER to CCKids are to be submitted to the SERVICE PROVIDER’s assigned CCKids Contract Manager, unless otherwise stated herein.

ACCESS TO AND RETENTION OF RECORDS

The SERVICE PROVIDER shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by CCKids under this contract.

The SERVICE PROVIDER shall keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.

The SERVICE PROVIDER shall meet all requirements for retaining public records. Upon termination of this contract, the SERVICE PROVIDER shall, at no cost to CCKids, transfer all public records in the SERVICE PROVIDER’s possession and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to CCKids in a format that is compatible with the information technology systems of CCKids.

The SERVICE PROVIDER must allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., and as prescribed by subsection 119.07(1) F.S., made or received by the SERVICE PROVIDER in conjunction with the contract, except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the SERVICE PROVIDER’s failure to comply with this provision shall constitute an immediate breach of contract for which CCKids may unilaterally terminate the contract.

Access by CCKids, DCF, State and Federal Auditors, the Comptroller General of the United States or any of their duly authorized representatives must be given to any books, documents, papers and records (including computer records) of the SERVICE PROVIDER or its subcontractor(s), which are directly pertinent to charges to the program, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies; this right also includes timely and reasonable access to SERVICE PROVIDER’s and/or any subcontractor’s facility or personnel for the purpose of interviews and discussions related to such documents. The SERVICE PROVIDER assures that these records shall be subject at all reasonable times to inspection, review, copying or audit by Federal, State or CCKids employees, especially. Noncompliance on behalf of the SERVICE PROVIDER may result in sanctions by CCKids.

Upon demand, at no additional cost to CCKids, the SERVICE PROVIDER will facilitate the duplication and transfer of any records or documents throughout the contract period and during the required records retention period. At all reasonable times for as long as records are maintained, persons duly authorized by CCKids, DCF, State and/or Federal personnel, pursuant to 45 CFR, section 92.36(i)(10), shall be allowed full access to and the right to examine any of the SERVICE PROVIDER’s contracts and related records and documents, regardless of the form in which kept. The SERVICE PROVIDER shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by CCKids or the office of The Inspector General (section 20.055, F.S.). No record may be withheld nor may the SERVICE 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. Non-compliance with this request will allow CCKids to impose sanctions on the SERVICE PROVIDER.

The SERVICE PROVIDER shall retain all client records, financial records, supporting documents, statistical records and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract, or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to CCKids. The SERVICE PROVIDER's personnel and human resources records are not included in the set of records and documents set forth in this paragraph and the SERVICE PROVIDER's personnel and human resources records will be retained in accordance with the SERVICE PROVIDER's policies and procedures. The SERVICE PROVIDER will include these aforementioned record access and retention requirements in all SERVICE PROVIDER subcontracts and assignments.

ADHERENCE TO FEDERAL, STATE, AND LOCAL LAWS

The SERVICE PROVIDER is subject to all federal, state and local laws, rules and regulations. The SERVICE PROVIDER shall adhere to the **DCF Community-Based Care Authority and Requirements Reference Guide**, herein incorporated by reference.

All SERVICE PROVIDER services performance must be in accordance with the child welfare legislation, subsequent amendments and modifications to the legislation and appropriate federal, state, local, and CCKids regulations. In the event of disparity among documents, legislation takes precedence. Failure by the SERVICE PROVIDER to accept or comply with changes to the child welfare legislation or the related regulations which affect the terms of service shall be sufficient basis for contract termination by CCKids.

The SERVICE PROVIDER certifies that upon written notification of noncompliance with any of the provisions contained in the legislation and/or CCKids awarded contract, it will immediately take the necessary corrective action required to remain in compliance. CCKids shall have the right to revoke all or part of the agreement affected, or otherwise recover misspent funds, or reduce or deny payments to the SERVICE PROVIDER. The SERVICE PROVIDER assures that on any policy, law, rule, regulation, or directive that is not clearly understood, clarification will be obtained from CCKIDS prior to adopting any practice or procedure.

If the SERVICE PROVIDER receives federal funds, the SERVICE PROVIDER shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations.

The SERVICE PROVIDER shall not employ any unauthorized aliens. CCKids. Such violation shall be cause for CCKids' unilateral cancellation of the SERVICE PROVIDER's contract.

The SERVICE PROVIDER will provide appropriate facilities for program activities. All facilities will meet ADA requirements and ADA checklists will be provided to monitors during their review(s).

If the SERVICE PROVIDER collectively receives federal funds and provides services to children up to age 18, the SERVICE PROVIDER shall comply with the Pro-Children Act of 1994. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

If the SERVICE PROVIDER collectively receives federal funds in the amount of **\$10,000 or more**, the SERVICE PROVIDER shall comply with:

- 1) 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 and 45 CFR, Part 92, if applicable.
If the SERVICE PROVIDER collectively receives federal funds in the amount of **\$25,000 or more**, the SERVICE PROVIDER:
- 2) Must sign the Affidavit for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Matters prior to execution of any CCKids contract. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 – 20369). Additionally, providers who audit federal programs must also sign this certification, irrespective of the monetary threshold aforementioned, prior to the execution of a contract. CCKIDS cannot issue contract awards to providers if they are debarred or suspended by the federal government. Prior to or at the time of contract execution, the SERVICE PROVIDER must sign and submit the **CCKids Affidavit for Certification Regarding Debarment,**

Suspension, Ineligibility and Voluntary Exclusion Matters.

If the SERVICE PROVIDER collectively receives federal funds **over \$100,000**, the SERVICE PROVIDER shall comply with all applicable standards, orders, or regulations issued under:

- 1) Section 306 of the Clean Air Act, as amended (42 U.S.C. 7401 et seq.),
- 2) Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.),
- 3) Executive Order 11738, as amended and where applicable, providing for the administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans,
- 4) Environmental Protection Agency regulations (40 CFR, Part 30), and
- 5) Public Law 100-690, the Drug Free Workplace Act of 1988, and any modifications thereto. SERVICE PROVIDERS must sign and submit the **CCKids Certification Regarding a Drug Free Workplace** prior to or at the time of execution of a CCKids contract.

In compliance 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, the SERVICE PROVIDER may not use public funds for purposes of lobbying, or for political contributions, or for any expense related to such activities. In addition, the SERVICE PROVIDER must complete and return the **CCKids Certificate Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements** form [and the Disclosure of Lobbying Activities form, Standard Form LLL, if required] to CCKids prior to or at the time of execution of a CCKids contract. The form is herein incorporated by reference. No federal funds received in connection with any CCKids contract awarded may be used by the SERVICE PROVIDER or agent acting for the SERVICE PROVIDER or any of its subcontractors, to influence legislation or appropriations pending before the Congress or any State legislature. The SERVICE PROVIDER shall report any violations of the above provisions immediately to CCKids.

In accordance with s. 402.181, F.S. and with regulations prescribed by the Department of Legal Affairs, the SERVICE PROVIDER may file claims with the Department of Legal Affairs (at its office) for the purpose of making restitution for property damages and direct medical expenses for injuries caused by foster children.

The SERVICE PROVIDER may not impose fees (nor any of its subcontractors) other than those set forth by DCF, CCKids, and described in the current State of Florida Title XX of the Social Security Act Pre-Expenditure Report, and fees collected in compliance with the aforementioned document shall be disposed of in a manner authorized by the DCF or CCKids.

In accordance with the Whistle-blower's Act subsection 112.3187(2), F.S., the SERVICE PROVIDER and its subcontractors shall not retaliate against any employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, 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 SERVICE PROVIDER must comply with, and incorporate into any of its subcontracts, all requirements related to the federal whistle-blower protections specified in Section 1553 of the American Recovery and Reinvestment Act of 2009 (the Recovery Act). The SERVICE PROVIDER and any subcontractors 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. The SERVICE PROVIDER shall post notice of employees rights and remedies for whistle-blower protections provided under Section 1553 of the American Recovery and Reinvestment Act of 2009 (the Recovery Act).

ADVERTISING, MEDIA, PUBLICITY & SPONSORSHIP

The SERVICE PROVIDER shall make reasonable efforts to coordinate with CCKids in providing information in response to media inquiries concerning a CCKids contract and/or related services provided. Media includes television, newspaper, radio and the internet. The SERVICE PROVIDER shall not use the media to resolve conflicts or disputes concerning a CCKids contract agreement. Before responding to a media inquiry, the SERVICE PROVIDER must make reasonable efforts to notify CCKids of such inquiry. The SERVICE PROVIDER shall not submit press releases, call press conferences or initiate media coverage concerning a CCKids contract or services provided under such contract, without first informing CCKids of its intended action and seeking CCKids' approval. Nothing in this section, however, shall be construed or interpreted as prohibiting the SERVICE PROVIDER from responding to media inquiries concerning a CCKids contract or related services.

Without limitation, the SERVICE PROVIDER and its employees, agents, and representatives will not, without prior CCKids and State of Florida, Department of Children and Families written consent in each instance, use in advertising,

publicity or any other promotional endeavor, any CCKids logo, State of Florida mark, the name of the State of Florida's mark, the name of the State of Florida or any State of Florida affiliate or any officer or employee of the State of Florida, or represent, directly or indirectly, that any product or service provided by the SERVICE PROVIDER has been approved or endorsed by the State of Florida, or refer to the existence of any CCKids contract in press releases, advertising or materials distributed to the SERVICE PROVIDER'S prospective customers.

If the SERVICE PROVIDER'S awarded contract is sponsored wholly or in part by CCKIDS, then the SERVICE PROVIDER agrees to include language, on all publicizing, advertising, or descriptive marketing materials for its program, which states: "Sponsored by the SERVICE PROVIDER's name, Communities Connected for Kids, and the State of Florida Department of Children and Families". If the SERVICE PROVIDER is a non-governmental organization, which sponsors a program financed wholly or in part by CCKids, including any funds obtained through the CCKids awarded contract, the SERVICE PROVIDER shall, in publicizing, advertising, or describing the sponsorship of the program, state in accordance with s. 286.25: "Sponsored by the SERVICE PROVIDER's name, Communities Connected for Kids, Inc. and the State of Florida, Department of Children and Families." If the sponsorship reference is in written material, the words "Communities Connected for Kids, Inc." and "State of Florida, Department of Children and Families" shall appear in the same size letters or type as the name of the SERVICE PROVIDER. The SERVICE PROVIDER is exempt from this provision if they receive less than thirty-five (35) percent of their total cumulative agency/organizational funding from the State, in accordance with F.S. 409.1671.

AMERICANS WITH DISABILITIES ACT

The SERVICE PROVIDER and its partners, subcontractors and agents shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504) and the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Instruction Procedure (CFOP) 60-10, Chapter 4, entitled "Auxiliary Aids and Services for the Deaf or Hard-of-Hearing". The SERVICE PROVIDER, if the SERVICE PROVIDER or any of its partners, subcontractors, or agents employs 15 or more employees, shall:

- 1) Designate a Single-Point-of-Contact to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504, the ADA, and CFOP 60-10, Chapter 4. The name and contact information for the SERVICE PROVIDER's Single-Point-of-Contact shall be furnished to CCKids within 14 calendar days of the effective date of this requirement and immediately upon any subsequent change in contact information for the named Single-Point-of-Contact.
- 2) Require contractually, within 30 days of the effective date of this requirement, that partners, subcontractors and agents comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each partner subcontractor or agent 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 SERVICE PROVIDER's Single-Point-of-Contact.
- 3) Ensure that employees annually complete the DCF online training () and are aware of the requirements, roles & responsibilities, and contact points associated compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of the SERVICE PROVIDER, its partners, subcontractors, and agents with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in each employee's personnel file.
- 4) Ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services, at no-cost to the deaf or hard-of-hearing customer or companions, are immediately posted by the SERVICE PROVIDER (and its subcontractors when applicable) near where people enter or are admitted within the agent locations. The approved Notice can be downloaded through the Internet at: <http://www.dcf.state.fl.us/admin/civilrights/>
- 5) 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 SERVICE PROVIDER shall submit online Monthly Summary Reports via the DCF established electronic system and protocol. The SERVICE PROVIDER shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.
- 6) Ensure that, if customers or companions are referred to other agencies, the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

The SERVICE PROVIDER agrees to adhere to Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA) and Title I and Title IV of the Americans with Disabilities Act of 1990, as amended. Not to discriminate against any employee in the performance of this Contract or against any applicant for employment as because of genetics or disability. The SERVICE PROVIDER further assures that all contractors, subcontractors, sub grantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of genetics or disability. In accordance with Title II of the Genetic Information Nondiscrimination Act of 2008, the SERVICE PROVIDER shall adhere to the proposed regulation as required by posting the most recent EEOC notice in conspicuous places describing GINA's applicable provisions. The SERVICE PROVIDER shall adhere to these EEO Laws as outlined by the EEOC. This is binding upon the SERVICE PROVIDER employing fifteen (15) or more individuals.

The SERVICE PROVIDER shall comply with all areas of the Americans with Disabilities Act.

ANNUAL TAX FILING

The SERVICE PROVIDER will submit a copy of its entity's annual tax filing (i.e. 1040 or 990 series), inclusive of *all* granted extensions for filing, to CCKids within thirty (30) calendar days of the SERVICE PROVIDER filing the documents with the IRS.

APPLICABLE LAW AND VENUE

If any provision of a CCKids contract is held to be illegal or invalid by a court of competent jurisdiction, such portion of the provision held to be illegal or invalid shall be severed and deleted, and neither such portion of the provision nor its severance and deletion shall affect the validity of the remaining provisions of the contract.

All contracts with CCKids shall be governed by and construed according to the laws of the State of Florida. Jurisdiction and venue shall lie in the Circuit Court of the Nineteenth Judicial Circuit, in and for St Lucie County, Florida. In the event that one of the parties brings a motion, action or petition to enforce a CCKids contract, the prevailing party in that proceeding shall be entitled to recover attorneys' fees and costs from the non-prevailing party in that proceeding, and in any appellate proceedings.

ASSIGNMENTS AND SUBCONTRACTS

The SERVICE PROVIDER will neither assign the responsibility for a CCKids contract to another party nor subcontract for any of the work contemplated under such contract without prior written approval from CCKids. In no event may the SERVICE PROVIDER assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under any CCKids contract which right is not conditioned on full and faithful performance of the SERVICE PROVIDER's duties there under. Any sublicense, assignment or transfer occurring, without prior approval of CCKids, shall be null and void.

The SERVICE PROVIDER will be responsible for all work performed and expenses incurred with the project. If CCKids permits the SERVICE PROVIDER to subcontract all or part of the work contemplated under a CCKids contract, including entering into subcontracts with vendors for services and commodities, it is understood by the SERVICE PROVIDER that all such subcontract arrangements shall be evidenced by a written document subject to prior review and approval by CCKids. Such review of the written subcontract document by CCKids will be limited to a determination of whether or not subcontracting is permissible and the inclusion of applicable terms and conditions of the CCKids contract. The SERVICE PROVIDER shall include, or cause to be included, in all subcontracts (at any tier) the substance of all clauses contained in said CCKids contract that mention or describe subcontract compliance. The SERVICE PROVIDER further agrees that CCKids shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the SERVICE PROVIDER shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The SERVICE PROVIDER, at its expense, will defend CCKids against such claims.

In the event CCKids allows the SERVICE PROVIDER to subcontract for certain services under a CCKids contract, the SERVICE PROVIDER shall be responsible for procurement, service delivery, monitoring and quality assurance of all subcontracts entered into by the SERVICE PROVIDER under this provision. The SERVICE PROVIDER shall develop written procedures for monitoring and procurement of said subcontracts. Copies of all SERVICE PROVIDER annual monitoring report(s) on its subcontractor(s) will be available to CCKids. The SERVICE PROVIDER will submit to CCKids copies of all monitoring reports and findings within thirty (30) days of the completion of each evaluation. The SERVICE PROVIDER will also submit to CCKids copies of finalized corrective action plans. The SERVICE PROVIDER will notify CCKids within forty-eight (48) hours of the SERVICE PROVIDER's awareness of any conditions

related to subcontractor performance that could impair continued service delivery. CCKids reserves the right to restrict or exclude any subcontractor from delivering services under the terms and conditions of a CCKids contract.

AUDIT

If the SERVICE PROVIDER's organization is funded utilizing federal or state dollars the SERVICE PROVIDER must provide CCKids annually with a financial and compliance audit, and the SERVICE PROVIDER will ensure that all related party transactions are disclosed to its auditor. CCKids' **Financial and Compliance Audit Requirements** for contractors/vendors are herein incorporated by reference.

AVOIDANCE OF VIOLATIONS

The SERVICE PROVIDER shall comply with all federal, state and local laws and rules including, but not limited to, those related to investigations of child abuse/neglect, case/treatment planning and plans of care, placing clients in substitute care, risk assessments, safety planning for clients, administrative reviews, supportive services, residential treatment, foster care, adoption services, mental health services, mental retardation/developmental disabilities services, alcohol/drug addiction services and juvenile court rules of procedure.

Notwithstanding any provision of a CCKids issued contract, the SERVICE PROVIDER and CCKids shall not violate any applicable federal, state and/or local laws, rules, or regulations. Any CCKids contract shall be modified to the extent necessary to comply with such laws, rules, and regulations and with all revisions, amendments and additions thereto. SERVICE PROVIDERS outside of the state of Florida shall comply with provisions of Florida law regarding these subjects.

BOARD OF DIRECTORS

If the SERVICE PROVIDER is classified as a "non-profit/not-for-profit" organization, the SERVICE PROVIDER will supply CCKids, at the time of a CCKids contract execution, with the SERVICE PROVIDER's Board of Directors list. This list shall contain the names, titles, mailing addresses, and telephone numbers of all members of the SERVICE PROVIDER's Board. The SERVICE PROVIDER will maintain their current Board of Directors listing and will notify CCKids, via e-mail, of any periodic changes to this Board of Directors list as those changes occur.

CLIENT SATISFACTION

Where applicable to the SERVICE PROVIDER's specific area of service delivery, the SERVICE PROVIDER agrees to administer a client satisfaction survey as part of their quality assurance/quality improvement plan. An analysis of the survey's results and an action plan to improve areas of service delivery shall be available to CCKids upon request. In addition, the SERVICE PROVIDER shall participate in any client satisfaction activities requested by CCKids.

CLIENT DETERMINATION

CCKids shall make final determination as to client eligibility for services. In the event of any disputes regarding client eligibility, the Dispute Resolution and Contract Grievance Procedures, as described herein, shall be implemented.

COMPLIANCE WITH EMPLOYMENT LAWS

The SERVICE PROVIDER shall observe and conduct its activities with respect to co-workers, CCKids and the SERVICE PROVIDER's personnel, and others in compliance with all applicable Federal, state, and local laws, rules, and regulations, including Employment Opportunity Commission rules and regulations (inclusive of all those related to the Americans with Disability Act and all amendments or adjustments thereto), discrimination laws and those governing the appropriate treatment of employees in the workplace. The SERVICE PROVIDER understands that DCF, the Agency for Workforce Innovation, 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. CCKids encourages the SERVICE PROVIDER's participation with the Agency for Workforce Innovation and Workforce Florida. The SERVICE PROVIDER also understands CCKids' support of DCF's Operation Full Employment initiative to assist young adults aging out of the dependency system. CCKids and DCF encourage the SERVICE PROVIDER participation with the local independent living programs to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

CIVIL RIGHTS REQUIREMENTS

The SERVICE PROVIDER shall comply fully with Federal and State nondiscrimination and equal opportunity provisions. The SERVICE PROVIDER shall not discriminate against any employee in the performance of a CCKids contract, or against any applicant for employment, because of age, race, religion, creed, color, disability, national origin, marital status, or sex in accordance with Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, which prohibits the discrimination on the basis of handicaps, Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), relating to nondiscrimination on the basis of alcohol abuse or alcoholism; Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol relating to nondiscrimination in the sale, rental or financing of housing; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR, part 34, the Americans with Disabilities Act of 1990, Nontraditional Employment for Women Act of 1991, or the Florida Civil Rights Act of 1992, as applicable. The SERVICE PROVIDER also agrees not to discriminate against any applicant, client or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR 80, 83, 84, 90, and 91, Title VI of the Civil rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. The SERVICE PROVIDER further assures that these requirements are complied with by the SERVICE PROVIDER, or others with whom it arranges to provide services or benefits to its clients, participants or employees in connection with any of its programs and activities. This is required for all contractors/vendors that have fifteen (15) or more employees. The SERVICE PROVIDER shall complete the **Civil Rights Compliance Checklist**, CF Form 946, in accordance with CFOP 60-16 and 45 CFR Part 80, and annually the SERVICE PROVIDER must return this completed checklist to CCKids at the time of a CCKids contract/contract renewal execution.

The SERVICE PROVIDER agrees not to differentiate or discriminate in the access to, treatment of, or quality of the services to individuals on the basis of race, color, national origin, gender, age, religion, ancestry, marital status, sexual orientation, place of residence, health status, disability, or source of payment or any other factor or characteristic. Clients to be served shall receive services in the same manner, with the same standards, and within the same availability.

Contractors/vendors who are on the state/federal discriminatory vendor list may not transact business with any public entity in accordance with the provisions of sections 287.134 and 287.057 (1), (2), and (3) F.S. and rule 60A-1.006(1) FAC. The United States has the right to seek judicial enforcement of this assurance.

COMPUTER-RELATED CRIMES

The SERVICE PROVIDER shall comply with Chapter 815, Florida Statutes, Computer-Related Crimes. The SERVICE PROVIDER's security officer will ensure that all SERVICE PROVIDER employees who have access to CCKids and/or DCF information are provided a copy of CFOP 50-2 and annually sign the DCF Security Agreement Form (CF 114), and that a copy of this signed form is maintained in each associated members' personnel file.

CONFIDENTIALITY OF CLIENT INFORMATION

The SERVICE PROVIDER shall not use or disclose any information concerning any recipient of services under the SERVICE PROVIDER's contract with CCKids for any purpose not in conformity with or prohibited by state or federal law or regulations, except with the written consent of a person legally authorized to give that consent or when authorized by law.

The SERVICE PROVIDER must comply with all rules, regulations, and statutes that apply to confidentiality of clients served and not release any information regarding any families or children served. This responsibility extends to all of the officers, employees, volunteers, and agents of the SERVICE PROVIDER. The SERVICE PROVIDER hereby acknowledges that failure to abide by the requirements of confidentiality statutes constitutes a criminal offense as set forth in section 39.202, Florida Statutes. The failure of other contractors or entities does not alleviate the SERVICE PROVIDER from any accountability for tasks or services that the SERVICE PROVIDER is obligated to perform pursuant to their contract with CCKids.

CONTROL

The terms and conditions of the current Circuit #19 State of Florida, Department of Children and Families Community-Based Care Agency (CBC) Services Contract with Communities Connected for Kids, Inc. (Contract #ZJK85), and any subsequent amendments thereto that are applicable to the SERVICE PROVIDER, are herein incorporated by reference, available upon written request, and made a part of any CCKids contract with the SERVICE PROVIDER. In the event of a conflict between the terms of Contract #ZJK85 and any terms of a contract between CCKids and the SERVICE PROVIDER, the terms of Contract ZJK85 shall control. However, a conflict shall not

exist in any agreement between CCKids and the SERVICE PROVIDER when CCKids imposes additional obligations and/or provisions above those contained in said aforementioned Contract #ZJK85.

COORDINATION WITH OTHER SERVICE PROVIDERS/ENTITIES

The SERVICE PROVIDER will maintain effective contact and communication with CCKids, appropriate protective investigations referral sources, dependency court and other persons and agencies necessary to assure efficient service provision and coordination.

The SERVICE PROVIDER will work with CCKids to mobilize community partnerships toward an integrated system of care for children and families.

COORDINATION OF BENEFITS

Any costs or services paid for under any other Contract, Subcontract or agreement or from any other source are not eligible for payment under a contract with CCKids.

DATA SYSTEMS

The SERVICE PROVIDER will obtain access and enter all client and service related data into any designated CCKids Data System, such as uRefer, and designated State Data System, such as Florida Safe Families Network (FSFN), as required under CCKids policies and procedures or contract agreement. The SERVICE PROVIDER will utilize data and reports within these systems as management tools to ensure compliance and quality of service delivery.

DISASTER PREPAREDNESS AND EMERGENCY RESPONSE PLAN

If the SERVICE PROVIDER's tasks to be performed, pursuant to an agreement with CCKids, include the physical care, control or supervision of clients, the SERVICE PROVIDER shall, prior to or at the time of a CCKids contract execution/renewal thereto, submit its current Disaster Preparedness and Emergency Response Plan to CCKids. In addition, at minimum this plan shall be reviewed by the SERVICE PROVIDER on an annual basis, and the SERVICE PROVIDER is required to submit all updates to this plan, without further request from CCKids, within thirty (30) calendar days of any such updates being ratified by the SERVICE PROVIDER. The SERVICE PROVIDER's plan shall include, at a minimum: provisions for pre-disaster planning, records protection, persons responsible, method of evacuation (if needed), specifications for alternate accommodations for clients in substitute care, needed supplies in the event of a man-made or natural disaster, the address of the emergency shelter to be utilized (if applicable), the method of notification to CCKids in the event of an evacuation, and a recovery plan that would allow the SERVICE PROVIDER to continue performance of contracted services in the event of an actual disaster or emergency.

For the purpose of disaster preparedness and emergency response 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.

Immediately after an emergency period, the SERVICE PROVIDER will conduct face-to-face contact for all their active clients, which shall include continued efforts to pursue the location of clients on runaway status. SERVICE PROVIDER shall make the determination as to whether conditions are safe for their employees prior to making face-to-face visits.

CCKids agrees to respond to the SERVICE PROVIDER in writing within thirty (30) business days of receipt of the SERVICE PROVIDER's plan, or any submitted updates thereto, accepting, rejecting, or requesting modifications of the SERVICE PROVIDER's plan.

DISPUTE RESOLUTION AND CONTRACT GRIEVANCE PROCEDURES

CCKids' protocol for addressing inquiries, concerns, complaints, grievances, and/or disputes related to any of its contract agreements is to initially have the SERVICE PROVIDER discuss the matter with the CCKids Contract Manager assigned to the SERVICE PROVIDER's said contract agreement. If the matter cannot be resolved initially in this manner, then the SERVICE PROVIDER must submit the inquiry, concern, complaint, grievance, or dispute in writing to the assigned CCKids Contract Manager who will attempt further resolution. Within five (5) business days of receipt of such a written item, if the matter cannot be addressed at this personnel level, the matter will then be elevated to the CCKids Director of Contracts Administration who will request that the SERVICE PROVIDER

designate one person to act as the SERVICE PROVIDER's representative for resolution purposes. In turn, the CCKids Director of Contracts Administration will be CCKids' designated representative and will conduct a face-to-face meeting with the SERVICE PROVIDER for the purpose of resolving the topic amicably. If these two representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to a representative of each party's Executive Management Team. A subsequent meeting will be set to then discuss the issue further in an attempt to achieve resolve. If these further representatives are still unable to reach a mutually satisfactory resolution, either representative may request referral/request for review of the issue to each respective party's Chief Executive Officer. Upon referral, these respective representatives shall confer in an attempt to resolve the issue. Final authority to resolve disagreements rests with the CCKids' Chief Executive Officer. If needed, all data collected will be forwarded to the Chief Executive Officer for final review. The Chief Executive Officer (or designee) will then notify the inquiring party of the final decision, which will be provided no later than five (5) business days after each party's Chief Executive Officer level representatives have conferred. Within five (5) business days after receiving the CCKids CEO's final decision, the SERVICE PROVIDER shall be permitted to file a written appeal to invoke the mediation process addressed to the CCKids CEO.

The SERVICE PROVIDER and CCKids shall make every reasonable attempt to resolve any dispute arising under any contract agreement between them, as both parties recognize that resolution of all disputes without third-party intervention is most desirable. After forty-five (45) calendar days of discussion, should the SERVICE PROVIDER and CCKids not be able to resolve any dispute arising under any CCKids contract, both parties may suggest additional mediation as a means to resolve the dispute, in which case the parties shall jointly choose a mediator for that purpose. The mediator, SERVICE PROVIDER and CCKids shall establish whatever mediation guidelines are necessary. The SERVICE PROVIDER and CCKids shall assume their own costs incurred as a result of the mediation process, but CCKids and the SERVICE PROVIDER shall share the expense of the mediator equally. Both parties, the SERVICE PROVIDER and CCKids, agree that the decisions made during mediation shall be reduced to writing, shall be signed off on by both parties, shall be considered by both parties to be final and binding on both parties.

CCKids reserves the exclusive, unilateral right to make any and all final contract determinations which it deems are necessary to protect the health, safety and welfare of the clients which are served by CCKids, either directly or through any one of its contractors/vendors, and CCKids reserves the unilateral right to determine final satisfactory/unsatisfactory performance of each of its contractors/vendors under a CCKids contract agreement.

EMPLOYEE SAFETY

The SERVICE PROVIDER shall develop and implement a policy and procedure concerning employee safety, which is to include provisions around prohibiting violence in the workplace.

EMPLOYMENT ELIGIBILITY VERIFICATION

E-Verify is an Internet-based, free program run by the United States government that compares information from an employee's Employment Eligibility Verification Form I-9 to data from U.S. government records. If the information matches, that employee is eligible to work in the United States. If there is a mismatch, E-Verify alerts the employer and the employee is allowed to work while he or she resolves the problem; they must contact the appropriate agency to resolve the mismatch within eight (8) federal government work days from the referral date. The program is operated by the Department of Homeland Security (DHS) in partnership with Social Security Administration. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

The SERVICE PROVIDER is required to enroll in the E-Verify program at the time of execution of a CCKids contract and is required to begin using the E-Verify to initiate verification of employment eligibility of applicants within ninety (90) calendar days of enrollment in the E-Verify program. All SERVICE PROVIDER new employees assigned to perform work pursuant to any CCKids contract shall be verified as employment eligible within three (3) business days after the date of hire. The SERVICE PROVIDER is not required to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the SERVICE PROVIDER through the E-Verify program nor for any employee who was hired prior to February 4, 2011. If a CCKids contract permits the SERVICE PROVIDER to subcontract for services, this E-verify provision shall be included in all subcontracts.

The SERVICE PROVIDER is required to comply with Chapter 435, Florida Statutes, and shall complete criminal background checks on all applicants for employment, agents, independent SERVICE PROVIDERS, and/or volunteers who are subject to have contact with any vulnerable person.

Furthermore, the SERVICE PROVIDER may not, in relation to the aforementioned members, select nor hire nor allow these members contact with any vulnerable person until the screening process is completed and demonstrates the absence of any grounds for denial.

If the SERVICE PROVIDER becomes aware that a current personnel member has a disqualifying offense, the SERVICE PROVIDER must:

- 1) terminate the employment of any of its personnel found to be in noncompliance with the minimum standards of Chapter 435, Florida Statutes; or
- 2) remove the personnel member from contact with any vulnerable person and place the personnel member in a position for which background screening is not required until the situation is resolved, unless the personnel member is granted an exemption from disqualification pursuant to s. 435.07; and
- 3) immediately send, to CCKids, written notification which states: the name of the personnel member, the personnel member's position held with the SERVICE PROVIDER's organization, the disqualifying offense, and the SERVICE PROVIDER's outlined procedures and plans of how the individual situation will be addressed and resolved.

The SERVICE PROVIDER shall maintain detailed written policies and procedures regarding recruitment practices, screening procedures, reference and background checks, and training methods for employees, agents, independent contractors, volunteers, interns and/or students. These aforementioned procedures shall provide for the SERVICE PROVIDER's regular supervision of its volunteers, interns and/or students by its paid staff.

The SERVICE PROVIDER represents and warrants that its employees, agents and independent contractors who provide direct care to clients have never been convicted of a criminal offense against clients served, have never entered a plea of guilty or nolo contendere ("no contest") to any criminal charge described in the Florida Department of Children and Families "Affidavit of Good Moral Character" – CF1649 or have never been disciplined in any manner by any licensing agency or professional board or organization for professional incompetence or misconduct. The SERVICE PROVIDER agrees, and will require each of such employees, agents and independent contractors, and each of its volunteers and students, to authorize CCKids to review background check documentation for criminal offenses, licensing violations, case dispositions and adjudications of abuse and/or neglect by the SERVICE PROVIDER and by all its agents, employees, independent contractors, volunteers and students used by SERVICE PROVIDER to provide services.

The SERVICE PROVIDER will utilize only employees, independent contractors, volunteers or students to provide direct care to clients who have signed an affidavit of moral character and agreed to undergo a criminal background check.

FINANCIAL PENALTIES

If the SERVICE PROVIDER fails to meet the level of service or performance required by CCKids, or that is customary for the industry, then CCKids may apply financial consequences commensurate with the deficiency. Financial consequences may include, but are not limited to: withholding payments until deficiency is cured, tendering only partial payments, imposition of penalties, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this contract so provides, or termination of contract and requisition of services from an alternate source. Any payment made in reliance on the SERVICE PROVIDER's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with the provision Return of Funds, herein, to the extent of such error.

In accordance with the provisions of Section 402.73(1), Florida Statutes, and Rule 65-29.001, Florida Administrative Code, CCKids may require its SERVICE PROVIDERS to submit corrective action plans for noncompliance, nonperformance or unacceptable performance of services. Penalties may be imposed for failure to implement or make acceptable progress on such corrective action plans.

The increments of penalty imposition that shall apply, unless CCKids determines that extenuating circumstances exist, shall be determined by CCKids and shall be based upon the severity of the noncompliance, nonperformance or unacceptable performance that generated the need for a corrective action plan. The SERVICE PROVIDER'S penalty, if imposed by CCKids, shall not exceed ten percent (10%) of the total CCKids contract payments to the SERVICE PROVIDER during

the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

All penalty percentages outlined below are related to the total contract payments that otherwise would be due to the SERVICE PROVIDER for the period of noncompliance encompassing the time when the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. CCKids' determination of the SERVICE PROVIDER's noncompliance may result in CCKids imposing the following financial penalties on the SERVICE PROVIDER:

- 1) Noncompliance that is determined by CCKids to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty.
- 2) Noncompliance that is determined by CCKids to *NOT* have a direct effect on client health and safety shall result in the imposition of a minimum five percent (5%) penalty.
- 3) Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a minimum two percent (2%) penalty.

If CCKids imposes a financial penalty, it shall advise the SERVICE PROVIDER in writing of the cause for the penalty. The deadline for the SERVICE PROVIDER's payment to CCKids shall be as stated in this aforementioned CCKids written notice to the SERVICE PROVIDER imposing the damage amount. In the event of a SERVICE PROVIDER nonpayment of penalty, CCKids may deduct the damage amount from invoices submitted by the SERVICE PROVIDER.

FORCE MAJEURE

Neither the SERVICE PROVIDER nor CCKids shall be deemed to be in violation of a CCKids contract agreement if either such party is prevented from performing any of its obligations for a period not to exceed thirty (30) calendar days for any reason beyond its control, including without limitation: an act of God or of the public enemy, flood, storm, statute, regulation, rule or action of any federal, state or local government.

GRATUITIES

The SERVICE PROVIDER agrees that it will not offer to give or give any gift to any CCKids employee. As part of the consideration for contracting with CCKids, the both the SERVICE PROVIDER and CCKids intend that this provision will survive the contract for a period of two (2) years. In addition to any other remedies available to CCKids, any violation of this provision will result in referral of the SERVICE PROVIDER's name and description of the violation of this term to the State of Florida, Department of Children and Families and the State of Florida Department of Management Services for the potential inclusion of the SERVICE PROVIDER's name on the suspended vendors list for an appropriate period of time.

Neither the SERVICE PROVIDER nor any person, firm or corporation employed by CCKids in the performance of any CCKids contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any state employee, at any time, unless otherwise authorized by Chapter 112, Florida Statutes.

GRIEVANCE PROCEDURES AND CLIENT CONCERNS

The SERVICE PROVIDER shall develop, maintain and implement grievance procedures for clients, their families, custodians and guardians, in concert with the **Communities Connected for Kids Policies and Procedures**, which is herein incorporated by reference and available via www.CCKids.net, to ensure all concerns, grievances and appeals are processed fairly and resolved timely. Consumer concerns received by CCKids concerning services rendered by its SERVICE PROVIDERS shall be resolved in accordance with the practices outlined in the **Communities Connected for Kids Consumer Handbook**, which is herein incorporated by reference and available via www.CCKids.net. The SERVICE PROVIDER shall submit all information necessary for CCKids to resolve client concerns. The SERVICE PROVIDER shall attend hearings and otherwise cooperate with CCKids in the resolution of client concerns.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT COMPLIANCE

The SERVICE PROVIDER shall comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated there under (45 CFR Parts 160, 162, and 164) relating to the security and privacy of client protected health information (PHI). Specific responsibilities of the SERVICE PROVIDER include, but are not limited to: notifying clients about their privacy rights, designating a Privacy Officer, adopting and implementing privacy policies and procedures which minimally establish safeguards to protect the privacy of health care information and set

boundaries on the use and release of health records, and training employees so employees understand such policies.

The SERVICE PROVIDER shall not use or disclose PHI, except as permitted or required by any CCKids contract, state or federal law, and shall use appropriate safeguards to prevent use or disclosure of PHI other than as needed under any CCKids contract or applicable law.

The SERVICE PROVIDER shall report to CCKids any use or disclosure of PHI not provided for by any CCKids contract or applicable law. The SERVICE PROVIDER agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from CCKids or the State of Florida, Department of Children and Families, or created or received by the SERVICE PROVIDER on behalf of CCKids or the Department, available for purposes of determining the SERVICE PROVIDER's compliance with these assurances.

At the termination of the SERVICE PROVIDERs contract agreement with CCKids, if feasible and where not inconsistent with other CCKids provisions concerning record retention, the SERVICE PROVIDER will return or destroy all PHI received from CCKids or the State of Florida, Department of Children and Families (or received by the SERVICE PROVIDER on behalf of CCKids or the Department) that the SERVICE PROVIDER still maintains regardless of form. If not feasible, the protections of any SERVICE PROVIDER agreement with CCKids are hereby extended to that PHI which may then be used only for such purposes as make the return or destruction infeasible.

The SERVICE PROVIDER agrees that if any PHI received from CCKids or the State of Florida, Department of Children and Families, or received by the SERVICE PROVIDER on CCKids or DCF's behalf, is furnished to the SERVICE PROVIDER's subcontractors or agents in the performance of tasks required by contract with CCKids, that those subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the SERVICE PROVIDER with respect to such information.

A violation or breach of any of these aforementioned provisions and assurances shall constitute a material breach of a SERVICE PROVIDER's contract with CCKids.

In compliance with 45 CFR s.164.504(e), the SERVICE PROVIDER shall comply with the provisions of **DCF's Protected Health Information Attachment for CBCs** (herein incorporated by reference), governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the SERVICE PROVIDER or its subSERVICE PROVIDERs incidental to the SERVICE PROVIDER's performance of its contract with CCKids. The provisions of this aforementioned Attachment supersede all other provisions regarding HIPAA compliance.

INCIDENT REPORTING AND CLIENT RISK PREVENTION

In accordance with the CCKids Quality Management Operating Procedure #803 and DCF CFOP 215-6, the SERVICE PROVIDER shall report critical incident information to ensure child safety and to prevent future risk using the CCKids incident reporting system (uReport), for all clients served through this contract. The incident reporting system shall be accessed by logging into the CCKids Network available at www.CCKidsids.net. In addition, the SERVICE PROVIDER shall provide immediate notification to CCKids in the event the SERVICE PROVIDER, any of its employees, or caregivers become subjects of an active child protective services investigation or are involved in any other unusual incident which could potentially have a negative effect upon youth in the SERVICE PROVIDER's care.

The SERVICE PROVIDER will immediately report knowledge or reasonable suspicion of abuse, neglect or exploitation of a child, aged person or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Florida Statutes Section 39 and 415, this provision is binding upon both the SERVICE PROVIDER and its employees.

The SERVICE PROVIDER, and any subcontractor, must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the SERVICE PROVIDER, and of any subcontractor, providing services in connection with any CCKids contract who has any knowledge of a reportable incident Governed by CFOP 180-4 shall report such incident as follows:

- 1) reportable incidents that may involve an immediate or impending impact on the health or safety of client shall be immediately reported to CCKids and
- 2) other reportable incidents shall be reported to the DCF Office of Inspector General by completing a Notification/Investigation Request (from CF 1934) and emailing the request to the Office of Inspector General at ig_complaints@dcf.state.fl.us. The SERVICE PROVIDER, and any 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.

- 3) A reportable incident is defined in CFOP 180-4 as follows:
- a. Inappropriate employee acts or omissions that result in client injury, abuse, neglect or death;
 - b. Fraud;
 - c. Theft;
 - d. Breaches of confidentiality by an employee, unless inadvertent and self-reported (e.g., revealing a reporter's name, providing confidential documents to unauthorized persons, access of client files for non-business reasons, providing information from client files such as medical or benefits information, etc.) immediately upon confirmation by the district;
 - e. Falsification of official records (e.g., intentional alteration of state documents, misrepresentation of information during an official proceeding, intentional falsification of client case records, case notes, client contact reports, visitation records, or client home visits, creating false and fictitious files, etc.);
 - f. Misuse of position or state property, employees, equipment or supplies for personal gain or profit (e.g., misuse of telephonic and communication devices, use of staff for personal services, soliciting on state time and state property, conspiracy to conceal missing state property, misuse of the internet to conduct personal business as defined by policy, etc.);
 - g. Failure to report known or suspected neglect or abuse of a client;
 - h. Improper expenditure or commitment of public funds;
 - i. Contract mismanagement by a DCF employee or by a contractor, subcontractor, or employee of either (e.g., misuse, waste, or loss of a significant amount of public funds, evidence of egregious lack of judgment in the use of public funds, evidence that state or federal laws, or state rules or federal regulations have been violated, etc.);
 - j. Computer related misconduct (e.g., accessing FLORIDA, Florida's Safe Families Network (FSFN), HomeSafeNet or FAHIS system files of clients when there is no direct business involvement with the client, accessing inappropriate or pornographic web sites, sending threatening or harassing messages, misuse of email, etc.);
 - k. Any violation under §435, F.S., Title XXXI, Employee Screening, that would result in disqualification from client contact duties (e.g., convicted of murder, manslaughter, assault and battery, kidnapping, false imprisonment, sexual battery, theft, robbery child abuse, abuse and neglect of an elderly or disabled adult, sale of a controlled substance, resisting arrest, contributing to delinquency of a minor, or other disqualifying offense); or,
 - l. Any other wrongdoing that would be a violation of statute, rule, regulation or policy, excluding job performance and related deficiencies.

INDEMNIFICATION

The SERVICE PROVIDER agrees to be liable for and indemnify, defend and hold CCKids, CCKids' other contracted providers, CCKids' trustees, DCF and all of CCKids' and DCF's officers, agents, and employees harmless from all claims, suits, judgments, or damages, including fees and costs, arising out of, relating to or involving any act, actions, neglect, or omissions (inclusive of those associated with any trademark, copyright, patent, or unpatented invention, process, trade secret or intellectual property right, information technology used or accessed, or article manufactured or used) alleged to be caused in whole or in part by the SERVICE PROVIDER, its agents, partners, subcontractors, independent contractors, volunteers and students, or employees, whether acting alone or in collusion with others, during the performance or operation of a CCKids awarded contract agreement or any subsequent modifications, renewals or extensions thereof. The SERVICE PROVIDER shall provide prompt written notification to CCKids of any such claim arising from the performance of an awarded CCKids contract agreement. If the SERVICE PROVIDER is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless DCF shall be to the extent permitted by law and without waiving the limits of sovereign immunity. The SERVICE PROVIDER shall, in turn, be held harmless for any willful misconduct or negligent action or omission committed by CCKids, its employees, agents, independent contractors, or volunteers arising out of a CCKids awarded contract agreement.

The SERVICE PROVIDER, if not a state agency, as that term is defined in subsection 768.28 F.S., shall indemnify and save harmless CCKids and the State of Florida and their employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured by the SERVICE PROVIDER. The SERVICE PROVIDER has no liability when such claim is solely and exclusively due to the Florida Department of State's alteration of the article. The Florida Department of State will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the SERVICE

PROVIDER may, at its option and expense, procure from the Florida Department of State, the right to continue use of, replace or modify the article to render it non-infringing.

The SERVICE PROVIDER shall fully comply with the worker's compensation law regarding the SERVICE PROVIDER and the SERVICE PROVIDER's employees. The SERVICE PROVIDER further agrees to indemnify and hold CCKids harmless from any failure of the SERVICE PROVIDER to comply with applicable worker's compensation laws. CCKids shall have the right to offset against the amount of any fees due to the SERVICE PROVIDER under a CCKids awarded contract agreement any amount due to CCKids from the SERVICE PROVIDER as a result of the SERVICE PROVIDER's failure to promptly pay to CCKids any reimbursement or indemnification arising under this provision.

The SERVICE PROVIDER's inability to evaluate its liability or its threat of liability shall not excuse the SERVICE PROVIDER's duty to defend and to indemnify within seven (7) calendar days after notice by CCKids or DCF by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the SERVICE PROVIDER not liable shall excuse performance of this provision. The SERVICE PROVIDER shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by CCKids. CCKids' failure to notify the SERVICE PROVIDER of a claim shall not release the SERVICE PROVIDER of these duties.

INDEPENDENT SERVICE PROVIDER

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

Staff provided by the SERVICE PROVIDER is the sole responsibility of the SERVICE PROVIDER and in no way the responsibility of CCKids. The SERVICE PROVIDER agrees that staff will possess sufficient education, experience and training to adequately deliver the services outlined in a CCKids awarded contract agreement. CCKids assumes no responsibility for the quality of staff or instruction.

The SERVICE PROVIDER accepts sole responsibility for meeting the performance goals stipulated in a CCKids awarded contract agreement.

INFORMATION SYSTEMS & SECURITY OBLIGATIONS

The SERVICE PROVIDER will identify and, at the time of any CCKids contract agreement execution, will supply CCKids with the name, title and telephone number of an appropriately skilled individual to function as its data security officer, and in the event the security officer personnel member changes, the SERVICE PROVIDER will immediately notify CCKids, via e-mail, with the new contact information of the new security officer. The SERVICE PROVIDER's data security officer shall act as the liaison to CCKids' security staff and will maintain an appropriate level of data security for the information the SERVICE PROVIDER is collecting or using in the performance of a CCKids contract agreement. This includes approving and tracking all SERVICE PROVIDER employees that request system or information access and ensuring that user access has been removed from all terminated SERVICE PROVIDER employees.

The SERVICE PROVIDER will furnish the latest DCF Security Awareness Training to its staff. Documentation of staff completion will be recorded and maintained by the SERVICE PROVIDER. All SERVICE PROVIDER employees who have access to DCF information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF0114 annually.

The SERVICE PROVIDER shall appropriately utilize any and all information systems required by DCF or CCKids. The SERVICE PROVIDER shall maintain data integrity in each of the systems, update the required information as required, and abide by DCF and CCKids data security policies and procedures.

In the event the security officer personnel member changes, the SERVICE PROVIDER will immediately notify the CCKids contracts manager, via e-mail, with the new contact information of the new security officer.

The SERVICE PROVIDER shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the SERVICE PROVIDER shall assure that unencrypted personal and confidential Departmental data will not be stored on unencrypted storage devices. If the use of subcontractors by the SERVICE PROVIDER has been approved by CCKids, then the SERVICE PROVIDER shall require the same of all subcontractors. The SERVICE PROVIDER agrees to notify CCKids, in writing, 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 DCF-related data. The SERVICE PROVIDER shall, at its own cost, provide written notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential DCF-related data provided in section 817.5681, F.S.

INUREMENT

Notwithstanding any provision of a contract agreement with CCKids, the SERVICE PROVIDER shall enjoy no personal inurement under a contract with CCKids, beyond incidental private benefit, and the contract shall be construed by both the SERVICE PROVIDER and CCKids consistent with this intent.

INSURANCE REQUIREMENTS

The SERVICE PROVIDER shall maintain continuous adequate general liability insurance in accordance with Florida Statutes s. 409.993, F.S. With the exception of a state agency or subdivision as defined by subsection 768.28, F.S., by execution of this contract, the provider accepts full responsibility for identifying and determining the types and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients served under this contract. The SERVICE PROVIDER must obtain a minimum of One Million Dollars (\$1,000,000.00) per occurrence /Three Million Dollars (\$3,000,000.00) aggregate in general liability insurance coverage for bodily injury and property damage during the existence of any CCKids contract and any renewal(s) and extension(s) of it. The SERVICE PROVIDER is further required to maintain Professional Liability Insurance with a limit of One Million Dollars (\$1,000,000.00) per professional incident and Three Million Dollars (\$3,000,000.00) aggregate and to maintain adequate Directors' and Officers' Liability Insurance. Professional Liability Insurance coverage shall also include coverage for Physical and Sexual Abuse, with a minimum per abusive conduct incident limit of Two Hundred and Fifty Thousand Dollars (\$250,000.00) and a minimum aggregate limit of Five Hundred Thousand Dollars (\$500,000.00). Both the Commercial General Liability and Professional Liability policies must be on a form acceptable to CCKids. Therefore, the General Liability policy shall also name "Communities Connected for Kids" and the "State of Florida, Department of Children and Families" as additional insured. Said insurance policies shall contain a separation of insured provision, and must not include any modification that would make the SERVICE PROVIDER's policies excess or contributing to CCKids' liability insurance. The SERVICE PROVIDER agrees that it will provide its own defense against legal actions brought against its agency/organization. No policy will be permitted to contain a deductible or self-insured retention in excess of One Hundred Thousand Dollars (\$100,000.00) without the prior written approval of CCKids. Such aforementioned coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida, and as part thereof. The SERVICE PROVIDER agrees that any employee, agent, independent SERVICE PROVIDER or volunteer who transports CCKids/DCF clients and/or their family members will have a current, valid driver's license and, if using his or her own private vehicle and/or rental vehicle to transport, will have the appropriate automobile liability insurance. The SERVICE PROVIDER will conduct driving record checks and insurance checks at the time of hire and once a year thereafter, at a minimum. Such policy(ies) will have a limit of not less than one hundred thousand dollars (\$100,000.00) per claim and three hundred thousand dollars (\$300,000.00) per incident in accordance with Florida Statutes Section 409.1671(1) (h).

In lieu of personal automobile liability insurance, the SERVICE PROVIDER shall secure from their insurance carrier non-owned automobile liability coverage. This insurance provides liability insurance for automobiles that the SERVICE PROVIDER uses in connection with the SERVICE PROVIDER's business, and it includes automobiles owned by the employees of the SERVICE PROVIDER or a member of the employee's household but only while the automobiles are used in connection with the SERVICE PROVIDER's business. The non-owned automobile coverage of the SERVICE PROVIDER acts as excess insurance to the primary insurance. The SERVICE PROVIDER shall provide a minimum limit of \$1 million in non-owned automobile liability coverage.

In accordance with Florida Administrative Code 65C-14.012, the SERVICE PROVIDER shall maintain vehicles used to transport clients in safe operating condition. The SERVICE PROVIDER shall maintain and implement a written Insurance

and Safety Requirements Standards Policy, for all vehicles and drivers used for the transportation of children. The policy must include automobile insurance liability coverage requirements.

The SERVICE PROVIDER's transportation operation practices and policies must comply with state motor vehicle laws, requirements, and standards, including the following restrictions:

- 1) The number of people in a vehicle used to transport children shall not exceed the number of available seats and appropriate restraining devices. All persons in a vehicle shall use restraining devices while in transit, in accordance with Florida Statutes section 316.613; and
- 2) All vehicles used to transport six (6) or more children shall be equipped with first aid kits.
- 3) Drivers who are responsible for the transportation of children shall:
 - a. possess a valid driver's license in accordance with Florida Statutes section 322;
 - b. obey all State of Florida traffic laws;
 - c. comply with all applicable state regulations regarding alcohol and drug testing for safety sensitive job positions; and
 - d. report to the SERVICE PROVIDER, within twenty-four (24) hours, all traffic violations they are alleged to have committed.

In addition, the SERVICE PROVIDER agrees to comply with the provisions of Chapter 427, F.S., Part I, Transportation Services and Chapter 41-2, F.A.C., Commission for the Transportation Disadvantaged, if public funds provided under a CCKids contract will be used to transport clients. The SERVICE PROVIDER agrees to comply with the provisions of CFOP 40-5, if public funds provided under a CCKids contract will be used to purchase vehicles, which will be used to transport clients.

The SERVICE PROVIDER shall maintain worker's compensation insurance at all times during the effective dates of this contract for its employees and shall fully comply with the State of Florida and Federal worker's compensation laws.

The SERVICE PROVIDER shall furnish CCKids with written verification supporting both the determination and existence of all applicable insurance coverage prior to or at the time of execution of any CCKids contract, or any related amendment thereto, and within thirty (30) calendar days of the SERVICE PROVIDER insurance coverage expiration or renewal dates. The SERVICE PROVIDER will require its insurer(s) to give CCKids and DCF written notice of any intention to cancel or refuse to renew any of the SERVICE PROVIDER's insurance policies in concert with the SERVICE PROVIDER's insurance carrier's written procedures regarding the number of days to notify each certificate holder or additional insured party (as applicable) prior to cancellation or nonrenewal thereof. All insurance policies procured by the SERVICE PROVIDER will be issued by carriers having ratings of Best's Insurance Guide A and VIII, or better, and authorized to engage in the business of insurance in the state of Florida.

All policies must be endorsed to be primary and noncontributing to the policies of CCKids, which are excess, secondary and noncontributing. SERVICE PROVIDER must notify CCKids, in writing, if any required limit or carrier requirement specified cannot be secured. By execution of any CCKids contract, the SERVICE PROVIDER accepts full responsibility for identifying and determining the type(s) and extent of liability for any additional insurance coverage necessary to provide reasonable financial protections for the SERVICE PROVIDER and the clients to be served under any CCKids contract. CCKids reserves the right to require additional insurance where necessitated

INVOICE REQUIREMENTS

The SERVICE PROVIDER shall request payment on a monthly basis, through the submission of a properly completed invoice, within ten (10) calendar days following the end of the service month for which payment is being requested. All SERVICE PROVIDER invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in the contract, the SERVICE PROVIDER shall submit and retain documentation for any travel expenses in accordance with section 112.061, F.S. or at such lower rates as may be provided in the contract. For services rendered to clients in accordance with the terms of any CCKids contract agreement, and for fulfillment of the SERVICE PROVIDER's other obligations under any CCKids contract agreement, the SERVICE PROVIDER shall accept as payment in full the amount or amounts set forth in the fee schedule or Method of Payment section in any CCKids contract agreement.

The SERVICE PROVIDER shall submit invoices, using the properly completed invoice form, to:

Communities Connected for Kids

Attn.: Contract Manager
10570 S. Federal Highway, Suite 300
Port St. Lucie, Florida 34952

CCKids shall provide notice to the SERVICE PROVIDER of any invoice requiring correction or documentation within five (5) business days of receipt of such invoice. The SERVICE PROVIDER will then be permitted up to three (3) business days from the notification date to correct deficiencies, so the invoice can continue processing in accordance with regular timeframes. However, if three (3) business days is not sufficient to correct the deficiencies, CCKids will reject the invoice and allow the SERVICE PROVIDER to resubmit the revised invoice.

With the exception of payment to health care contractors for hospital, medical, or other health care services, and in accordance with CCKids policy, CCKids will issue payment to the SERVICE PROVIDER within thirty (30) business days, measured from the latter of the date either the goods or services are received or the date the invoice is received, inspected, and approved for processing.

Fiscal year billing reconciliation will occur annually regardless of the provisions outlined above. Therefore, the SERVICE PROVIDER shall submit a final fiscal year invoice no more than forty-five (45) calendar days after the close of each CCKids fiscal year. This invoice must include all services provided through June 30th. The SERVICE PROVIDER will submit a final contract invoice no more than forty-five (45) days after the contract ends or is terminated. If the SERVICE PROVIDER fails to do so, all rights to payment are forfeited and CCKids will not honor any requests submitted after the aforesaid time period.

Any payment due under the terms of any CCKids contract agreement may be withheld by CCKids until all reports and/or invoice(s) due from the SERVICE PROVIDER, and necessary adjustments thereto, have been approved by CCKids. CCKids' decision to reduce or withhold funds shall be in writing and submitted to the SERVICE PROVIDER. The written notice will specify the manner and extent to which the SERVICE PROVIDER failed to comply with the terms of the CCKids contract agreement.

Documentation of all expenditures incurred under any CCKids contract agreement shall be maintained by the SERVICE PROVIDER and is subject to being requested or reviewed by CCKids at any time during the contract period. Expenditures should be made in accordance with applicable State and Federal Rules and Laws and be directly related to the CCKids contract agreement. The State of Florida Department of Financial Services Reference Guide for State Expenditures may be located at www.myfloridacfo.com/aadir/reference_guide/. Expenditure reviews may result in an increase/decrease of contract amounts awarded in the current or future contract year(s).

CCKids will maintain an administrative review process for any and all invoices submitted by the SERVICE PROVIDER and permanently denied for payment by CCKids. Each request for an administrative review must be submitted in writing to CCKids, postmarked or faxed dated within five (5) business days after the SERVICE PROVIDER's receipt of the notice of permanent invoice denial, and will include the following information: information identifying the specific permanently denied invoice; request for an administrative review of the permanently denied invoice; reason for the request of an administrative review; and documentation supporting such reason. Failure to request an administrative review within the time allowed constitutes an irrevocable waiver of the SERVICE PROVIDER's right to request an administrative review for the permanently denied invoice. CCKids will conduct an administrative review of any permanently denied invoice within fifteen (15) business days after receipt of the SERVICE PROVIDER's request for an administrative review, and a designated CCKids representative shall notify the SERVICE PROVIDER by certified mail of the decision within five (5) business days after the administrative review.

LIAISON

In all matters related to the operation of Circuit 19's System of Care and/or any CCKids related client served, CCKids shall act as the sole liaison between the SERVICE PROVIDER and DCF.

LICENSURE

The SERVICE PROVIDER represents and warrants that, for the duration of any awarded CCKids contract, the SERVICE PROVIDER will remain duly licensed and/or certified in accordance with the laws of the State of Florida and as may be applicable for the provision of the specific services outlined in the contract. The SERVICE PROVIDER shall provide to CCKids evidence of any license and/or certification that is required by law to permit the SERVICE PROVIDER to provide

the services covered by any CCKids contract agreement. Prior to or at the time of the execution of any CCKids awarded contract, the SERVICE PROVIDER shall furnish CCKids with written verification supporting both the determination and existence of all applicable licensure. The SERVICE PROVIDER shall furnish CCKids, throughout the contract duration, with written verification of the renewal of such licensure within thirty (30) calendar days of licensure expiration date. The SERVICE PROVIDER shall notify CCKids immediately verbally, and in writing, if the SERVICE PROVIDER's license and/or certification to practice is/are restricted, suspended, revoked or otherwise terminated.

MEDICAID BILLING

CCKids and the SERVICE PROVIDER specifically agree and acknowledge that:

- 1) In no event shall the SERVICE PROVIDER bill the Medicaid program for services or expenses for Medicaid recipients for which the SERVICE PROVIDER has already been paid by another liable third party, and
- 2) The SERVICE PROVIDER's services covered under the Florida Medicaid program for Medicaid recipients may be billed to the Medicaid program by the SERVICE PROVIDER, unless the SERVICE PROVIDER is already being paid by any other liable third party, and
- 3) The authorized SERVICE PROVIDER's services to non-Medicaid recipients, or for non-Medicaid covered services, may only be billed to CCKids or any other non-Medicaid first or third party payer, and
- 4) The SERVICE PROVIDER shall identify and report Medicaid earnings separate from all other fees, and
- 5) Medicaid earnings cannot be used as local match, and
- 6) The SERVICE PROVIDER shall ensure that Medicaid payments are accounted for in compliance with federal regulations, and
- 7) In no event shall both Medicaid and CCKids be billed for the same service.

MODIFICATIONS & AMENDMENTS

Modifications of the provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties.

MONITORING AND EVALUATION

The SERVICE PROVIDER will permit CCKids and/or DCF (or authorized designee of either) to inspect, monitor, evaluate, investigate, audit and review any records, papers, documents, facilities, goods and services of the SERVICE PROVIDER that are relevant to any CCKids awarded contract agreement, and to interview any clients and employees of the SERVICE PROVIDER to assure CCKids of the satisfactory performance of the terms and conditions of said CCKids awarded contract. The SERVICE PROVIDER shall comply and cooperate immediately with any and all such monitoring/quality assurance reviews, inspections, investigations, or audits deemed necessary by CCKids and/or DCF (or authorized designee of either).

CCKids shall monitor the SERVICE PROVIDER and client services in accordance with its monitoring procedures and the **CCKids Client Services Monitoring Manual**, which is herein incorporated by reference. CCKids' monitoring procedures are structured to ensure satisfactory delivery of services as well as to ensure the appropriate expenditure of funds. Monitoring visits may include, but are not limited to: reviews of participant files, personnel records, program activities, curriculum, progress reports, payment ledgers, the SERVICE PROVIDER's financial records, etc., as necessary to ensure that the program meets the intent and guidelines of any CCKids awarded contract agreement, and all applicable laws, rules and regulations.

Following any such monitoring and/or quality assurance evaluation/review, CCKids will deliver to the SERVICE PROVIDER a written report of its findings and recommendations. The SERVICE PROVIDER hereby agrees to develop and implement a plan to correct all noted deficiencies identified by CCKids and/or DCF within the specified period of time set forth in the approved corrective action plan. CCKids will review the SERVICE PROVIDER's submitted Corrective Action Plan for acceptability and will notify the SERVICE PROVIDER of its decision in writing. In addition, the SERVICE PROVIDER will provide assistance and access to federal and state monitors conducting program reviews, as requested. If found out of compliance during these reviews, the SERVICE PROVIDER will provide CCKids with a written Corrective Action Plan addressing federal and state monitors' concerns. Failure to timely correct any SERVICE PROVIDER-related deficiencies identified in the Corrective Action Plan may lead to sanctions and financial penalties for noncompliance.

Upon request, the SERVICE PROVIDER shall document aggregate and individual data in a timely and accurate fashion in order to assist CCKids in its evaluation of the effectiveness of services delivered by the SERVICE PROVIDER as well

as the SERVICE PROVIDER's compliance with an awarded CCKids contract agreement. CCKids will evaluate and validate data the SERVICE PROVIDER enters into CCKids and/or DCF systems. In addition, the SERVICE PROVIDER shall participate, upon request and reasonable notice, in regular evaluation and quality improvement activities performed by CCKids, and any other licensing and/or accrediting body during the term of this contract.

The SERVICE PROVIDER shall participate in and comply with the requirement of CCKids' quality improvement process, including implementation of corrective action plans and credentialing requirements and compliance with all protocols, policies and procedures, and guidelines established by CCKids. The SERVICE PROVIDER shall request each client or his parent, custodian or legal guardian to execute a release of information form, permitting CCKids to review and analyze the services provided to that client, as necessary.

Prior to or at the time of a CCKids contract/contract renewal execution, the SERVICE PROVIDER shall submit to CCKids the SERVICE PROVIDER's Quality Assurance/Quality Improvement Plan, which must include local provisional aspects to address Circuit 19 services specifically. In addition, at minimum this plan shall be reviewed by the SERVICE PROVIDER on an annual basis, and the SERVICE PROVIDER is required to submit all updates to this plan, without further request from CCKids, within thirty (30) calendar days of any such updates being ratified by the SERVICE PROVIDER.

MORALS CLAUSE

The SERVICE PROVIDER understands that performance under a contract with CCKids involves the expenditure of public funds from both the state and federal governments, and that the acceptance of such funds obligates the SERVICE PROVIDER to perform its services in accordance with the highest standards of ethical and moral conduct.

The SERVICE PROVIDER understands CCKids is an agency mandated to conduct business in the Sunshine, pursuant to Florida Law, and that all issues relating to the business of CCKids and the SERVICE PROVIDER are public record and subject to full disclosure. The SERVICE PROVIDER understands that attempting to exercise undue influence on CCKids and its employees to allow deviation or variance from the contracted terms, other than through a negotiated and publicly disclosed amendment, is prohibited by the State of Florida. The SERVICE PROVIDER's conduct is subject to all state and federal laws governing the conduct of entities engaged in the business of providing services to government.

NON-CONSUMABLES/EQUIPMENT PURCHASES

All purchases of non-consumables or equipment costing over \$1000 must be inventoried annually. SERVICE PROVIDER requests for purchases over \$5000 or computer equipment must be submitted in writing to the CCKids Contract Manager.

NOTICE

Any notice, request or other communication that is required under a contract with CCKids shall be in writing and shall be deemed to have been duly given if personally hand delivered, sent via mail by U.S. Postal Service, electronic transmission, or any expedited delivery service that provides verification of delivery. Said notice shall be sent by either CCKids or the SERVICE PROVIDER to each of these parties' representatives to the designated address/e-mail as outlined under a contract with CCKids, or at such other address as either party may designate in writing from time to time.

NOTICE OF CLAIMS

Each party shall give written notice to the other party, as soon as practicable, of any lawsuit, claim, disciplinary action, investigation, or complaint which involves, or may involve, the services provided under contract with CCKids or may adversely impact CCKids or DCF.

PATENTS, COPYRIGHTS, AND ROYALTIES

It is agreed that all intellectual property, inventions, written or electronically created materials, including books, manuals, presentations, films or other copyrightable materials arising in relation to the SERVICE 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 DCF, fully compensated for by the said CCKids contract amount, and that neither the SERVICE 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 DCF 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. Any and all

copyrights accruing under or in connection with the performance under a CCKids contract are hereby reserved to the State of Florida. Notwithstanding the foregoing provision, if the SERVICE PROVIDER is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

If the SERVICE PROVIDER uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device or materials in any way involved in the work contemplated by this contract.

If CCKids uses Federal funds to support a contract, 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 a CCKids contract. Notwithstanding the foregoing provision, if the SERVICE 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 DCF 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.

PROFESSIONAL QUALIFICATIONS & STAFF CHANGES

The SERVICE PROVIDER shall maintain an adequate level of staff (administrative and programmatic) that is properly trained, screened, and certified in compliance with all applicable administrative rules and statutes in order to meet the contractual responsibilities of a CCKids contract. The SERVICE PROVIDER shall ensure that all staff, student interns, and volunteers utilized by the SERVICE PROVIDER and its subcontracts that are required by law to be screened in accordance with chapter 435, F.S. are of good moral character and meet the level 2 background screening standards specified in sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to

- 1) Employment History Checks;
- 2) Fingerprinting for all criminal records checks;
- 3) Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement. (FDLE)
- 4) Federal criminal records checks for the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and
- 5) Security background investigation, which may include local criminal records checks through local law enforcement agencies.

The SERVICE PROVIDER staff, student interns, and volunteers shall successfully comply with the good moral character and required background screenings in accordance with Florida Statute, Sections 435.01 – 435.11, prior to employment. The SERVICE PROVIDER must conduct and receive the required clearances for Level 2 background checks on all staff prior to the date of hire and volunteers prior to their initial start date.

The SERVICE PROVIDER shall ensure that all staff meet training and certification requirements of Chapters 65C-14 F.A.C. and/or 65C-15 F.A.C. Personnel records shall, at a minimum, contain job descriptions, applications, Level 2 background screening results, educational qualifications, training records, evaluations, confidentiality form and security agreement form; and shall be maintained and accessible for periodic review by CCKids.

All employees having access to client related information and/or direct contact with clients served under contract with CCKids must sign a Confidentiality Statement and Non-Disclosure Agreement, and signed forms must be maintained in each SERVICE PROVIDER employee's personnel file.

The SERVICE PROVIDER (and any subcontractor where applicable) shall conduct a reference check of any current or former DCF or any Community-Based Care Lead Agency or subcontractor employee who applies and is being considered for employment prior to the appointment of the individual. The reference check will be documented in writing and maintained in the employee's personnel file. DCF and CCKids will not give a neutral reference, and the SERVICE PROVIDER will not accept a neutral reference, for any current or former employee of DCF or CCKids seeking employment with the SERVICE PROVIDER or its subcontractor.

The SERVICE PROVIDER must maintain adequate staff coverage to ensure capacity to deliver all aspects of the services required under this contract. The SERVICE PROVIDER shall submit written notification to CCKids at least fourteen (14) working days prior to a vacancy, or upon the SERVICE PROVIDER's receipt of notice of an anticipated vacancy, if the Executive Director, Program Director, Supervisor or other staff positions significant to the successful provision of CCKids contracted services are to be vacated. The SERVICE PROVIDER agrees to outline their interim coverage plan for the staff

vacancy and shall also identify the person who is assuming the responsibilities of that position during the vacancy. Once the vacant position is subsequently filled, the SERVICE PROVIDER agrees to notify CCKids in writing of the identity and qualifications of the replacement.

PROPRIETARY OR TRADE SECRET INFORMATION

Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. Any claim by the SERVICE PROVIDER of proprietary or trade secret confidentiality for any information contained in the SERVICE PROVIDER's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted in connection with a CCKids contract will be waived, unless the claimed confidential information is submitted in accordance with the following:

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

CCKids and/or DCF, when required to comply with a public records request including documents submitted by the SERVICE PROVIDER, may require the SERVICE PROVIDER to expeditiously submit redacted copies of documents marked as confidential or trade secret in accordance with the paragraph above. Accompanying the submission shall be an updated version of the justification stated in the paragraph above, correlated specifically to redacted information 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 proprietary or trade secret. If the SERVICE PROVIDER fails to promptly submit a redacted copy and updated justification in accordance with this paragraph, CCKids and/or DCF is authorized to produce the records sought without any redaction of proprietary or trade secret information.

CCKids and/or DCF is not obligated to agree with the SERVICE PROVIDER's claim of exemption on the basis of proprietary or trade secret confidentiality, and the SERVICE PROVIDER shall be responsible for defending its claim that each and every portion of the redactions of proprietary or trade secret information are exempt from inspection and copying under Florida's Public Records Law.

PROVIDER NETWORK PROFILING

In order to be considered for a CCKids contract, all applicants must complete an application via the CCKids Provider Profiling System (a/k/a Profiler) which can be located by logging into the CCKids Network at www.CCKids.net. All CCKids subcontractors are required to update and maintain their organization information in this Profiler system and to utilize this Profiler system for CCKids contract related items where requested by CCKids and where applicable. All subcontractors shall have thirty (30) calendar days from the execution of a CCKids contract to complete any missing/extraneous items in the CCKids Provider Profiling and Credentialing System (a/k/a Profiler).

PUBLIC ENTITY CRIME

CCKids cannot purchase services from any person, entity, or affiliate convicted of a public entity crime and/or placed on the state's convicted vendor's list or the state's discriminatory vendor's list. Pursuant to Florida Statutes Chapter 287.133, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid for a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

REMEDIES

In the event of a breach of a CCKids contract, both the SERVICE PROVIDER and CCKids acknowledge that the injury to the other would be irreparable, and the monetary amount of damage therefore would be difficult or impossible to determine. Each party shall have all remedies available at law or equity, specifically including, without limitation, entitlement as a matter of course to an injunction or similar equitable relief if so ordered by a court of competent jurisdiction, without bond or with a nominal bond if allowed by law.

RETURN OF FUNDS

The SERVICE PROVIDER will, at the discretion of CCKids, return to CCKids any overpayments due to payment made in reliance on the SERVICE PROVIDER's evidence of performance (which evidence is subsequently determined to be erroneous), unearned funds, or funds disallowed pursuant to the terms of any CCKids contract. In the event that the SERVICE PROVIDER or its independent auditor discovers that an overpayment has been made, the SERVICE PROVIDER will contact CCKids at the time of such discovery to discuss methods of repayment. In the event that CCKids first discovers an overpayment has been made, CCKids will notify the SERVICE PROVIDER in writing, and CCKids reserves the right to withhold and/or offset against any monies due the SERVICE PROVIDER for services in order to collect such repayments. Additionally, the SERVICE PROVIDER may be charged at the lawful rate of interest on the outstanding balance owed after CCKids notification or SERVICE PROVIDER discovery.

Additionally, expenditure reviews by CCKids of its funded program(s) to the SERVICE PROVIDER may result in an increase/decrease of the contract amount in the current or future contract year(s), as these surplus/deficit amounts will be facilitated at the discretion of CCKids.

REVENUE MAXIMIZATION

As applicable to the SERVICE PROVIDER's individual service delivery, the SERVICE PROVIDER will comply with revenue maximization requirements including, but not limited to, completing case plans, judicial reviews, and eligibility forms for Title IV-E Foster Care, Temporary Assistance to Needy Families (TANF), TANF/Relative Caregiver Program, TANF/Title IV-A, Emergency Assistance, Adoption Assistance, Title IV-B, and Title IV-E.

SERVICES (GENERAL)

The SERVICE PROVIDER agrees to comply with all CCKids policies and procedures, where applicable to the SERVICE PROVIDER's specific service delivery area(s).

The SERVICE PROVIDER agrees to attempt to maximize the use of state residents, state products and other Florida-based businesses, wherever possible, in fulfilling their contractual duties under a CCKids contract.

The SERVICE PROVIDER shall be responsible for providing authorized contracted services as defined in a CCKids contract. Such services will be performed in a professional manner in accordance with applicable professional standards and will be provided in a manner consistent with applicable laws, regulations, certification standards and licensing standards.

The SERVICE PROVIDER, as far as the SERVICE PROVIDER's services are concerned, hereby assumes towards CCKids all the obligations and responsibilities that CCKids assumes towards DCF relating to the administration and delivery services purchased through this contract. The SERVICE PROVIDER agrees to abide by all of the terms and conditions thereof to the same extent and to all intents and purposes, as if the SERVICE PROVIDER were the principal contracting party with DCF. Moreover, the SERVICE PROVIDER shall include this term in its agreements with its subcontractors. The SERVICE PROVIDER shall not be held responsible for non-compliance with CCKids contract terms where CCKids' CEO or designee of CCKids has waived compliance in writing.

The SERVICE PROVIDER shall attempt to adapt its services to meet the needs of any particular CCKids /DCF client prior to considering an unsuccessful discharge of such client. The SERVICE PROVIDER acknowledges that one of the primary goals of CCKids is to promote flexibility and specialization of treatment while, on a system-wide basis, identifying and assisting in the development of new services to meet the individual needs of each client served. The SERVICE PROVIDER agrees to assist CCKids in striving to attain this goal. Service Location(s) & contact information changes
The SERVICE PROVIDER shall notify CCKids, in writing, at least thirty (30) days in advance of any change in the street address and/or mailing address of the SERVICE PROVIDER's administrative office(s) or service location(s). The SERVICE PROVIDER shall notify CCKids, in writing, within twenty-four (24) hours of any other changes in

administrative functions, changes in fax or phone numbers, or changes in e-mail addresses of the SERVICE PROVIDER's administrative office or service location.

SIGNATORY AUTHORITY

At the time of execution of a CCKids contract, the SERVICE PROVIDER shall supply CCKids with a completed **CCKids Contract Signatory Authority Form**. This form will include original signatures for the SERVICE PROVIDER's personnel members who will be considered authorized personnel to sign for contract related items or invoice submissions for payment. If the SERVICE PROVIDER's signatory authorities change at any time, this information must be provided immediately, in writing, to CCKids.

STAFF TRAINING

The SERVICE PROVIDER shall ensure the provision and documentation of required pre-service and in-service training (as applicable to their service delivery area) for all professional and paraprofessional personnel. The SERVICE PROVIDER staff, student interns and volunteers having direct contact with children and families referred by CCKids shall complete orientation training within ninety (90) days of start date. This training shall at a minimum include confidentiality issues, identification of indicators for child abuse and neglect, abandonment and mandatory reporting. The SERVICE PROVIDER shall provide the latest DCF Security Awareness Training (available at <http://www.dcf.state.fl.us/admin/training>) to all of its employees and subcontractors who have access to DCF information systems. This training must be renewed annually within 30 days of the release date for the updated training. Each SERVICE PROVIDER's employee's/volunteer's/student intern's personnel file shall document the subject, date, and number of hours of training the employee/volunteer/student intern has completed.

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 SERVICE PROVIDER's performance pursuant to such surviving provisions shall be without further payment, and the contract payments received during the term of this contract are consideration for such performance.

TERMINATION AND TRANSITION

A CCKids funded contract with the SERVICE PROVIDER may be terminated with or without cause by either party giving thirty (30) calendar days written notice to the other party, unless a sooner time is mutually agreed upon in writing.

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

In the event that the SERVICE PROVIDER fails to fully comply with the terms and conditions of this contract, CCKids may terminate the contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday and Holidays) notice in writing to the SERVICE 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.

Within five (5) business days of the SERVICE PROVIDER's receipt of a termination notification, the SERVICE PROVIDER shall, without additional compensation, complete all actions necessary to smoothly transition the service to a new provider, if applicable. 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 CCKids approved transition plan, which shall be developed jointly with the new provider in consultation with CCKids. The transition plan shall include, but not be limited to:

- 1) Current listing of clients being served;
- 2) Financial reports, including, but not limited to, revenue and expenditure detail covering the period from the CCKids fiscal year inception through the month preceding the date of the termination notice;
- 3) A copy of all subcontracts held by the SERVICE PROVIDER (when the SERVICE PROVIDER is permitted to subcontract services), copies of the most recent SERVICE PROVIDER's subcontractor monitoring reports, and the SERVICE PROVIDER's year-to-date subcontractor expenditure reports for each subcontract;

- 4) A detailed personnel report that includes all positions, funded in whole or in part through all CCKids awarded contracts to the SERVICE PROVIDER, including vacant positions and projected vacancies;
- 5) Outlined provisions and timetables for informing and educating consumers, staff, stakeholders, community partners and others on issues relating to the transition;
- 6) Continuation of services to any CCKids clients receiving services from the SERVICE PROVIDER, after receipt of a termination notice, in order to allow for an appropriate transition of such clients to other SERVICE PROVIDERS, or completion of each client's agreed upon treatment closure, with minimum disruption incurred in service delivery to each client;
- 7) Identification of additional transition services or functions required by either party, if necessary, to ensure a seamless transition in service delivery, and proposed means of implementation; and
- 8) Making provisions for orderly transfer of all contract related records from the SERVICE PROVIDER to CCKids, including but not limited to: client files, client demographics, financial records and back-up.

The SERVICE PROVIDER agrees that expenditure of CCKids contract funds, or funds otherwise uncommitted by the SERVICE PROVIDER prior to the termination notice date, will not occur without prior consent of CCKids. The SERVICE PROVIDER will continue to serve any CCKids clients receiving services from the SERVICE PROVIDER prior to its receipt of any such termination notice from CCKids throughout the termination notice period, and the SERVICE PROVIDER will continue to operate in accordance with the terms of said CCKids contract, which shall remain in effect until all invoices are resolved and all final payments have been made to SERVICE PROVIDER. Provisions pertaining to DCF and CCKids Confidentiality of Client Information, Access To and Retention of Records, Audit, Return of Funds, Indemnification and Dispute Resolution and Contract Grievance Procedures shall survive the termination of any CCKids contract.

The SERVICE PROVIDER agrees that the primary goal and guiding principle during such a transition period will be to ensure child safety and continuity of service to families being served and that mutual cooperation will be essential in achieving this goal.

CCKids will not be responsible for payment of services rendered after the effective date of the termination of the CCKids contract with the SERVICE PROVIDER. In the event that the SERVICE PROVIDER receives overpayment or duplicate payments due to overlap of services, transition of services, or for other unanticipated reasons, the SERVICE PROVIDER will immediately notify CCKids, DCF and/or any other person or entity selected by DCF to assume lead agency responsibilities upon receipt of such payment. The SERVICE PROVIDER will return these overpayments as directed.

TESTIMONY

Upon request by CCKids, DCF, or a court of law, the SERVICE PROVIDER shall provide employees to testify as expert, qualified, fact, and/or other witnesses in judicial or administrative proceedings relating to clients served under the SERVICE PROVIDER's contract with CCKids and shall provide written reports, records, and/or exhibits upon request for this purpose. This testimony and related written documents shall be provided by the SERVICE PROVIDER without additional compensation from CCKids and as a normal and necessary part of the services to be performed under contract with CCKids.

THIRD-PARTY PAYMENTS

Funding available in any CCKids awarded contract agreement is for services excluding all successfully billed third party payments, including but not limited to Medicaid. In addition, CCKids shall not pay for Medicaid-eligible behavioral health services, which are allowable to be billed under the Medicaid Community Behavioral Health Services Handbook and are not allowed to be billed under any CCKids awarded contract agreement. Supporting documentation of aggregate third party collections shall be available at the SERVICE PROVIDER's location, or if applicable at the SERVICE PROVIDER's subcontractor location(s), for inspection by DCF or CCKids.

Furthermore, the SERVICE PROVIDER shall cooperate fully with CCKids in providing information and performing tasks necessary to receive reimbursement from any applicable third party payers, including but not limited to Medicaid, and in all other matters relating to proper coordination of benefits. If SERVICE PROVIDER receives any payment from a third party payer for services delivered to a client that have been paid by CCKids, then the payment to the SERVICE PROVIDER from CCKids for subsequent invoices will be reduced by the amount paid by the third party payer. If there are no subsequent invoices, the funds will be subject to recoupment.

The SERVICE PROVIDER has no standing to apply for or to retain Social Security, SSI, or any other benefits for any foster care child for whom the Department or CCKids has legal standing to receive benefits as representative payee or by order of the court. Any such benefits that may be received by the SERVICE PROVIDER shall be paid to the Department or CCKids as the legally constituted representative payee on behalf of any such child.

WORKER'S COMPENSATION RELEASE

The SERVICE PROVIDER certifies to CCKids that they are in no way connected with, an employee of, or otherwise related to CCKids , in any manner except by and through an independent SERVICE PROVIDER relationship.

The SERVICE PROVIDER hereby agrees that all employees or subcontractors hired by the SERVICE PROVIDER to work on any project involving CCKids shall be covered by Worker's Compensation in accordance with the laws of the State of Florida.

The SERVICE PROVIDER for him/herself, his/her heirs, successors, assigns, employees, agents, subcontractors, employees of subcontractors and all of their successors, heirs, assigns and agents, warrants that no one shall file a claim for Worker's Compensation benefits by, through or against CCKids for which they have been engaged through a CCKids funded contract to perform services, and SERVICE PROVIDER hereby releases CCKids from any and all claims for Worker's Compensation Liability, or any other liability arising out of any injury on the job, without limitation or reservation.