

CHILDREN'S NETWORK OF HILLSBOROUGH, LLC STANDARD CONTRACT

The contract is entered into between Children's Network of Hillsborough, L.L.C., herein referred to as "CNHC" and XXX herein referred to as "provider".

I. THE PROVIDER AGREES

A. Contract Documents

To provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits which constitute the contract document.

B. Requirements

To provide units of deliverables, including reports, findings, and drafts. As specified in this contract, which must be received and accepted by the contract manager in writing prior to payment. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit. To allow public access to all documents, papers, letters, or the 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 provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the provider's failure to comply with this provision shall constitute an immediate breach of contract for which CNHC may unilaterally terminate the contract.

C. Compliance with Statutes, Rules, and Regulations

In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all state and federal laws, rules and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, including but not limited to those described in **Section D.** of this Contract.

D. Governing Law

1. State of Florida Law

That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of laws.

2. Federal Law

- a.** That if this contract contains federal funds the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations.
- b.** That if this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. 7401 et seq.), section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738 as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The provider shall report any violations of the above to CNHC.
- c.** That no federal funds received in connection with this contract may be used by the provider, or any agent acting for the provider, to influence legislation or appropriations pending before the

Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment II. If a disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract.

- d. That unauthorized aliens shall not be employed. CNHC considers the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324), and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for cancellation of this contract. The provider shall use the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and subcontractors' employees performing under this contract.
- e. That if this contract contains \$10,000 or more of federal funds, the provider shall comply with Executive Order 11246. Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.
- f. That if this contract contains federal funds and provides services to children up to age 18, the provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all subcontracts.

E. Audits, Inspections, Investigations, Records, and Retention

- 1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by CNHC under this contract.
- 2. To maintain 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 between Department of Children and Families and CNHC: in effect during the time the client was served or as specified in CF15-7, Records Retention Schedules used by the Department of Children and Families (<http://eew.dcf.state.fl.us/asg/Publications.shtml>), whichever is later. If an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract, at no cost to CNHC.
- 3. Upon demand, at no additional cost to CNHC, the provider will facilitate the duplication and transfer of any records or documents during the required retention period (see Section E.2.).
- 4. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by CNHC.
- 5. At all reasonable times for as long as records are maintained, persons duly authorized by CNHC and Federal auditors, pursuant to 45 CFR, Section 92.36(i)(10), shall be allowed full access to and the right to examine any of the provider's contracts and related documents, regardless of the form in which kept.
- 6. To provide a financial and compliance audit to CNHC as specified in this contract and Attachment III and to ensure that all related party transactions are disclosed to the auditor.
- 7. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of The Inspector General (Section 20.055, Florida Statutes).
- 8. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

F. Monitoring by CNHC

To permit persons duly authorized by CNHC to inspect and copy any records, papers, documents, facilities, goods and services of the provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the provider to assure CNHC of the satisfactory performance of the terms and conditions of this contract. Following such review, CNHC will deliver to the provider a written report of its findings and request for development, by the provider of a corrective action plan where appropriate. The provider hereby agrees to timely correct all deficiencies identified in the corrective action plan.

G. Indemnification

The Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless CNHC, the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors alleged to be caused in whole or in part by the Provider, its agents, employees, partners or subcontractors; provided, however, that the Provider shall not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of CNHC or the Department. The following additional terms will also apply:

1. The Provider shall fully indemnify, defend, and hold harmless CNHC, the State and Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, related to or arising from the performance of this Contract; provided, however, that the foregoing obligation shall not apply to CNHC or the Department's misuse or modification of the Provider's products or CNHC or the Department operation or use The Provider's products in a manner not contemplated by this Contract. If any product is the subject of an infringement suit, or in the Provider's opinion is likely to become the subject of such a suit, the Provider may at its sole expense procure for CNHC or the Department the right to continue using the product or to modify it to become non-infringing. The CNHC or the Department shall not be liable for any royalties. If the Provider removes an infringing product because it is not reasonably able to modify that product or secure CNHC or the Department the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that CNHC and the Department determine to be of equal or better functionality or be liable for CNHC or the Department's cost in so doing.
2. The Provider shall indemnify CNHC and the Department for all costs and attorney's fees arising from or relating to the Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record, including litigation initiated by CNHC or the Department. The Provider shall include in all subcontracts and require the subcontractors in all resulting contracts, and resulting contracts therefrom, include the requirement that such contracted entities indemnify, defend, and hold harmless CNHC, the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, arising from or relating to any alleged act or omission by the contracted entities, their agents, employees, partners, or subcontractors alleged to be caused in whole or in part by the contracted entities, their agents, employees, partners or subcontractors; provided, however, that the contracted entities shall not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of CNHC or the Department. The language

in this section notwithstanding in any perceived conflict between the terms of this agreement and s. 409.993, F.S., or s. 39.011, F.S., the statutory provisions control.

3. Nothing in this Contract shall constitute a waiver of sovereign immunity or consent by CNHC or the Department or the State or its subdivisions to suit by third parties.

H. Insurance

During the existence of this contract, and any renewals and extensions of it, the Provider will maintain, and through contract require that its subcontractors maintain insurance in accordance with s. 409.993, F.S., and any subsequent amendments to the statute, and the following requirements:

The Provider shall maintain, and through contract, require its subcontractors to maintain continuous adequate general liability coverage in accordance with s. 409.993, F.S. The Provider shall maintain, and through contract require its subcontractors to maintain continuous adequate professional liability insurance coverage, including coverage for abuse and neglect, with the same limits and any other requirements of the statute for general liability insurance. The provider shall maintain, and through contract require its subcontractors to shall maintain continuous adequate non-owned automobile liability coverage in accordance with s. 409.993, F.S. All policies of insurance required under this contract shall be provided by insurers licensed or eligible to do business in Florida and require the insurer to give CNHC and the department written notice of any intention to cancel or refuse to renew the policy at least 30 days prior to cancellation or non-renewal. The provider shall provide, and through contract, require its subcontractors to provide CNHC with Acord® 25 certificates of liability insurance naming the CNHC and the Department as the certificate holders evidencing such insurance to be in full force and effect at all times during the term of this contract, attached to a certification, signed by a provider or subcontractor authorized representative, that it is in compliance with all applicable federal and state statutory and regulatory insurance requirements. Submission of the foregoing shall not operate as acceptance by CNHC of the adequacy of such policies to comply with these requirements.

I. Confidentiality and Client Information

The Provider shall not use or disclose any information concerning a recipient of services under this Contract for any purpose prohibited by state and federal laws, rules and regulations except with the written consent of a person legally authorized to give that consent or when authorized by law. In compliance with 45 CFR s.164.504(e), the Provider shall comply with the provisions of **Attachment IV** to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to Provider's performance of this Contract.

J. Assignments and Subcontractors

1. To neither assign the responsibility for this contract to another subcontractor for any of the work contemplated under this contract without prior written approval from CNHC which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of CNHC shall be null and void.
2. To be responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the provider or its subcontractors. Any subcontracts shall be evidenced by a written agreement. The provider further agrees that CNHC shall not be liable to the subcontractor in any way or for any reason. The provider, at its expense, will defend and indemnify CNHC against such claims.

3. That CNHC shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event CNHC approves a transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the provider or CNHC.

K. Return of Funds

To return to CNHC any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of this contract that were disbursed to the provider by CNHC. In the event that the provider or its independent auditor discovers that an overpayment has been made, the provider shall repay said overpayment immediately upon receipt of notice from CNHC. In the event that CNHC discovers an overpayment has been made, the contract manager, on behalf of CNHC, will notify the provider by letter of such findings. Should repayment not be made forthwith, the provider will be charged at the lawful rate of interest on the outstanding balance after CNHC notification or provider discovery.

L. Client Risk Prevention Incident Reporting

1. That if services to clients are to be provided under this contract, the provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CNHC operating procedure QM-043 in the manner prescribed in CNHC operating procedure QM-043.
2. To 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 (1-800-96-ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon the providers and its employees.

M. Civil Rights Requirements

1. Not to discriminate against any employee (or applicant for employment) in the performance of this contract because of race, color, religion, sex, national origin, disability, age, or marital status in accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable. Further, the provider agrees not to discriminate against any applicant/client or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.
2. The Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within 30 days of execution of this Contract and annually thereafter in accordance with 45 CFR, Part 80 and CFOP 60-16. This is required of all providers that have fifteen (15) or more employees.
3. Subcontractors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of 287.134, F.S.

N. Independent Capacity of the Contractor

1. To act in the capacity of an independent contractor and not as an officer, agent or employee of CNHC or the State of Florida. Neither the provider nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind CNHC or the State of Florida unless specifically authorized in writing to do so.

2. To take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of CNHC or the State of Florida
3. CNHC will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the provider, or its subcontractor or assignee, unless specifically agreed to by CNHC in this contract.
4. All deductions for social security, withholding taxes, contributions to unemployment compensation funds and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the provider.

O. Sponsorship

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

P. Media

The provider shall not, without prior lead agency notification, in each instance, present any issue with the media relating to Community Based Care initiative or services contracted with CNHC. When contact with the media does occur it should be a coordinated response with the CEO or Communications Director at CNHC and the provider.

Q. Publicity

Without limitation, the provider and its employees, agents and representatives will not, with out prior written consent from CNHC, in each instance, use in advertising, publicity and any other promotional endeavor any CNHC or State mark, the name of CNHC's or the State's mark, the name of any State or any State affiliate or any officer or employee of CNHC or the State, or represent directly or indirectly, that any product or service provided by the provider has been approved or endorsed by the State and/or CNHC.

R. Gratuities

The Provider agrees that it will not offer to give or give any gift to any department or CNHC employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. In addition to any other remedies available to CNHC, any violation of this provision will result in referral of the provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the provider's name on the suspended vendors list for an appropriate period.

S. Invoices

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

T. Final Invoice

To submit a final invoice to CNHC by the 30th day after this contract ends or is terminated. If the provider fails to do so, all rights to payment are forfeited and CNHC will not honor any request submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by CNHC.

U. Use of Funds for Lobbying Prohibited

To comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or state agency

V. Public Entity Crime

Pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the CNHC. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

W. Patents, Copyrights, and Royalties

1. It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to provider's performance under this contract, and the performance of all of its officers, agents and subcontractors in relation to this contract, are works for hire for the benefit of the department, fully compensated for by the contract amount, and that neither the provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights according under or in connection with the performance of this contract. It is specifically agreed that the department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.
2. If the provider uses or delivers to CNHC or the department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or material in any way involved in the work contemplated by this contract.
3. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract.

X. Construction or Renovation of Facilities Using State Funds

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

Y. Accreditation

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

Z. Human Subject Research

If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the provider shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include the provisions for pre-disaster records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the provider to continue functioning in compliance with the extended contract in the event of an actual emergency. For the purpose of disaster planning, the term supervision includes the responsibility of the department, or its contracted representatives to ensure the safety, permanency and well-being of 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. The CNHC agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the CNHC may exercise oversight authority over such provider in order to assure implementation of agreed emergency relief provisions. An updated plan shall be submitted by the provider no later than 12 months following the acceptance of an updated or original plan. The CNHC agrees to respond in writing within 30 days of receipt of the updated plan accepting, rejecting, or requesting modifications.

AA. Emergency Preparedness

If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the provider shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include the provisions for pre-disaster records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the provider to continue functioning in compliance with the extended contract in the event of an actual emergency. For the purpose of disaster planning, the term supervision includes the responsibility of the department, or its contracted representatives to ensure the safety, permanency and well-being of 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. The CNHC agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the CNHC may exercise oversight authority over such provider in order to assure implementation of agreed emergency relief provisions. An updated plan shall be submitted by the provider no later than 12 months following the acceptance of an updated or original plan. The CNHC agrees to respond in writing within 30 days of receipt of the updated plan accepting, rejecting, or requesting modifications.

BB. Information Security Obligations

1. To identify an appropriate skilled individual to function as its Data Security Officer who shall act as the liaison to CNHC Data Security Officer and who will maintain an appropriate level of data security for the information the provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all provider employees that request system and information access and ensuring that user access has been removed from all terminated provider employees.
2. The provider shall provide the latest departmental security awareness training to its staff and subcontractors who have access to departmental information.
3. All provider employees who have access to CNHC or departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 114 annually. A copy of CF114 may be obtained from the contract manager.
4. The 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 provider shall assure that unencrypted personal and confidential departmental data will not be stored on unencrypted storage devices. The provider shall require the same of all subcontractors.
5. The provider agrees to notify the contract manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data. The provider shall require the same notification requirements of all subcontractors.
6. The provider shall provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential department data provided in section 817.5681, F.S. The provider shall require the same notification requirements of all subcontractors.
7. Cyber/Network Security and Privacy Liability Insurance. The Provider will, for itself if providing Cyber/Network solutions or handling confidential information, secure and maintain, and ensure any subcontractor providing Cyber/Network solutions or handling confidential information, secure and maintain liability insurance, written on an occurrence basis, covering civil, regulatory, and statutory damages; contractual damages; data breach management exposure; and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information with minimum limits. The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract.

CC. Notification of Legal Action

The provider shall notify the CNHC of legal actions filed against it and claims related to services provided through this contract or that may impact the provider ability to deliver the contractual service or adversely impact the CNHC or the department. The provider shall notify the CNHC contract manager in writing within 10 days of becoming aware of such claim or action or from the day of the legal filing, whichever comes first.

DD. Whistleblower's Act Requirements

In accordance with subsection 112.3187(2) F.S. the provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate

agency alleging improper use of government office, gross waste of funds or any other abuse or gross neglect of duty on the part of an agency, public officer or employee. The provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistler-blower's hotline number at 1-800-543-5353

EE. Support to the Deaf or Hard of Hearing

The provider and its subcontractors, where direct services are provided, 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) 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 (CFOP) 60-10, Chapter 4, entitled "Auxiliary Aids and Services for the Deaf or Hard-of-Hearing."

1. If the provider or any of its subcontractors employs 15 or more employees, the provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA, and CFOP 60-10, chapter 4. The name and contact information for the provider's Single-Point-of-Contact shall be furnished to the Contract Manager within 14 calendar days of the effective date of this requirement.
2. The provider shall, within 30 days of the effective date of this requirement, contractually require that its subcontractors comply with section 504 and the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the provider's Single-Point-of-Contact.
3. The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated compliance with Section 504 and the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers, subcontractors, with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504 and the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.
4. The provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by providers and subcontractors. The approved Notice can be downloaded through the Internet at: <http://www.dcf.state.fl.us/admin/ig/civilrights.shtml>.
5. The provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The provider shall submit Compliance Reports monthly, by the 5th business day following the reporting month to the Contract Manager. The provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.
6. If customers or companions are referred to other agencies, the provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

FF. Employment Eligibility Verification

1. Definitions as used in this clause

- a. **“Employee assigned to the contract”** means all persons employed during the contract term by the provider/grantee to perform work pursuant to this contract within the United States and its territories, and all persons (including subcontractors) assigned by the provider/grantee to perform work pursuant to the contract/grant with the CNHC.
- b. **“Subcontract”** means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
- c. **“Subcontractor”** means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime provider or another subcontractor.

2. Enrollment and Verification Requirements

- a. The provider/grantee shall:
 - 1) **Enroll**
Enroll as a provider/grantee in the E-Verify program within 30 calendar days of contract award;
 - 2) **Verify all new employees**
Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility. All new employees assigned by the provider/grantee/subcontractor to perform work pursuant to the contract with the DCF shall be verified as employment eligible within 3 business days after the date of hire; and
- b. The provider/grantee shall comply, for the period of performance of this contract, with the requirement of the E-Verify program enrollment.
 - 1) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the provider's/grantee's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such case, the provider/grantee will be referred to a DHS or SSA suspension or debarment official.
 - 2) During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the provider/grantee is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the provider/grantee, then the provider/grantee must reenroll in E-Verify.
 - 3) Web site. 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>.
 - 4) Individuals previously verified. The provider/grantee is not required by this clause to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the provider/grantee through the E-Verify program.
 - 5) Individuals performing work prior to the E-Verify requirement. Employees assigned to and performing work pursuant to this contract prior to February 04, 2011, do not require employment eligibility verification through E-Verify.
 - 6) Evidence of the use of the E-Verify system will be maintained in the employee's personnel file.

GG. Property of Trade Secret Information

1. Unless exempted by law, all public records are subject to public inspection and copying under Florida' Public Records Law, Chapter 119, F.S. Any claim by provider of proprietary or trade secret confidentiality for any information contained in provider's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted in connection with this contract will be waived, unless the claimed confidential information is submitted in accordance with paragraph 2 below.
2. The provider must clearly label any portion of the documents, data or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as proprietary or trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the provider shall include information correlating the nature of the claims to the particular protected information.
3. The Department or CNHC, when required to comply with a public records request including documents submitted by the provider, may require the provider to expeditiously submit redacted copies of documents marked as confidential or trade secret, in accordance with paragraph 2 above. Accompanying submission shall be an updated version of the justification under paragraph 2, correlated specifically to redacted information. The redacted copy must exclude or obliterate only those exact portions that are claimed to be proprietary or trade secret. If the provider fails to promptly submit a redacted copy and updated justification in accordance with this paragraph, the Department or CNHC is authorized to produce the records sought without any redaction of proprietary or trade secret information.
4. The Department or CNHC is not obligated to agree with the provider's claim of exemption on the basis of proprietary or trade secret confidentiality and the 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' Public Records Law.

HH. Incorporation of CBC Services Contract Terms

The terms and conditions of the current CNHC, Department of Children and Families Community-Based Care Agency (CBC) Services Contract #QJ015 and any subsequent contract and amendments that are applicable to the PROVIDER, in incorporated herein by reference and made a part of this rate agreement. By virtue of the following link, <https://facts.fldfs.com/Search/ContractSearch.aspx>, the provider is hereby provided a copy of the CBC Services Contract.

II. Mandatory Reporting Requirements

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this contract who has any knowledge of a reportable incident as defined in CFOP 180-4) shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the contract manager, and 2) other reportable incidents shall be reported to the Department's Office of Inspector General by completing a Notification/Investigation Request (form CF 1934) and emailing the request to the Office of Inspector General at ig_complaints@myflfamilies.com. The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428.

JJ. Federal or State Funds Recipient/Sub-Recipient in Accordance with Section 215.971m F.S.

1. A recipient or sub-recipient of federal or state financial assistance may expend funds only for allowable costs, resulting from obligations incurred during the specified agreement period and in accordance with their CNHC approved budget.
2. Any balance of unobligated funds which has been advanced or paid must be refunded to CNHC.
3. Any funds paid in excess of the amount to which the recipient or sub-recipient is entitled under the terms and conditions of the agreement must be refunded to CNHC.

KK. Survival of Terms

The parties agree that, unless a provision of this Standard 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 CNHC are intended to survive the "ending date" or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of this Contract are consideration for such performance

LL. Scrutinized Companies

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

MM. Federal Funding Accountability and Transparency Act

The Provider will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Contract includes \$25,000 or more in Federal funds (as determined over its entire term). The Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds.

NN. Client and Other Confidential Information

State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 415.295, 741.3165 and 916.107, F.S. Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602 and 42 U.S.C. §1396a(a)(7) and 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §431.300-30645 CFR §400.27(a) and 45 CFR §205.50. A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

II. CNHC AGREES

A. Contract Amount

To pay for contracted services according to the terms and conditions of this subcontract, an amount not to exceed the total identified in "**Attachment I, Scope of Services**", subject to the availability of funds

B. Contract Payment

CNHC Senior Director of Finance or designee will inspect goods and services and approve the provider's invoice for payment within five (5) working days of receipt of the provider's properly completed invoice.

Once approved by the Senior Director of Finance or designee, the provider's payment will be either mailed by U.S. Post, sent by Electronic Transfer, or available for pick up within thirty (30) calendar days.

III. THE PROVIDER AND CNHC MUTUALLY AGREE

A. Effective and Ending Dates

This contract shall begin on July XX, XXXX. It shall end on midnight, local time in Hillsborough, Florida, on June XX, XXXX.

B. Financial Penalties for Failure to Comply with Requirements of Corrective Action

1. In accordance with the provisions of Section 402.73(7), Florida Statues, and Section 65-29001, Florida Administrative Code, corrective action plans may be required for noncompliance, nonperformance or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.
2. The increments of penalty imposition that shall apply, unless CNHC determines extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
3. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

C. Termination

1. This contract may be terminated by either party without cause upon no less than (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by the U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the provider responsible for administration of the program.
2. In the event funds for payment pursuant to this contract become unavailable, CNHC may terminate this contract upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be delivered by the U.S. Postal Service or any expedited delivery service that provides verification of delivery. CNHC shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed.
3. This contract may be terminated for the provider's non-performance upon no less than twenty-four (24) hours notice in writing to the provider.
4. Failure to have performed any contractual obligations with CNHC in a manner satisfactory to CNHC will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have previously failed to satisfactorily perform in a contract with CNHC, been notified by CNHC of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of CNHC; or had a contract terminated by CNHC for cause.

D. Transition Activities

Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and keep, 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 CNHC-approved Transition Plan, which shall be developed jointly with the new provider in consultation with the CNHC.

E. Renegotiations or Modifications

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

F. Conflict Between Provisions

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

1. Attachment I and other attachments, if any;
2. Any documents incorporated into any attachment by reference;
3. This Standard Contract and any documents incorporated into this Standard Contract by reference.

G. Dispute Resolutions

If the Provider has a dispute concerning the performance of the contract or payment hereunder, they shall report it to the CNHC utilizing the process defined in CNHC policy AD-001 titled Complaint Policy.

H. Screening

The Provider shall ensure that all staff utilized by the Provider and its subcontractors that are required by Florida law to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified 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 record checks;
3. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);
4. Federal criminal records Employment checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and
5. Security background investigation, which may include local criminal record checks through local law enforcement agencies.

I. Official Payee and Representatives

1. The provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:

Provider Name
Street Address
City, State Zip

2. The name of the contact person and street address where financial and administrative records are maintained is:

Provider Name
Street Address
City, State Zip

3. The name, address, and telephone number of the representative of the provider responsible for administration of the program under this contract is:

Agency Name
Address
City, State, Zip
Phone #

4. The name, address, and telephone number of the contract manager for CNHC for this contract is:

Holly Way, Vice President of Administrative Services
3350 Buschwood Park Dr. Suite 200
Tampa, FL. 33618
(727) 401 - 0587

5. Upon change of representatives by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

J. Terms and Conditions Included

This contract and its attachments I, II, III, IV, and exhibits A and B referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbally or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full effect and such term or provision shall be stricken. By signing this contract, the parties agree that they have read and agree to the entire contract, as described above in Paragraph III. F.

The parties execute this contract through their undersigned duly authorized officials fully intending to be bound by the terms hereof to be effective **XXX**.

XXX

Signature: _____

Name: _____

Title: _____

Date: _____

Children's Network of Hillsborough, LLC

Signature: _____

Name: _____

Title: _____

Date: _____