

RESOLUTION NO. 2019- 56

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND ST. AUGUSTINE YOUTH SERVICES AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY

WHEREAS, Community Based Care (CBC) is requesting the Board approval to execute the Agreement between St. Johns County (the County), on behalf of the St. Johns Community Based Care Family Integrity Program and St. Augustine Youth Services to provide the Mobile Crisis Response Team services; and

WHEREAS, The Mobile Crisis Response Team (MCRT) is a family support program that provides primary intervention and safety assessments to children experiencing a mental health or behavioral health crisis event. The MCRT must be able to respond within 60 minutes and will have 24 hours a day, seven day a week coverage; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the Agreement; and

WHEREAS, the County has determined that accepting the terms of the Agreement, and entering into said Agreement will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

Section 1. The above recitals are hereby incorporated into the body of this resolution, and are adopted as findings of fact.

Section 2. The Board of County Commissioners approves the terms, provisions, conditions, and requirements of the Agreement between the County and St. Augustine Youth Services for the Mobile Crisis Response Team and authorizes the County Administrator, or his designee, to execute an agreement substantially in the same form as the attached Agreement on behalf of the County.

Section 3. To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, then this resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19th day of February, 2019.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Paul M. Waldron
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Pam Halterma
Deputy Clerk

RENDITION DATE 2/21/19



AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this ____ day of _____, 2019 between **St. Augustine Youth Services**, a Florida not-for-profit corporation ("Subcontractor"), and **St. Johns County**, a political subdivision of the state of Florida ("SJC").

RECITALS:

WHEREAS, SJC has entered into a written contract with the Florida Department of Children and Families as the lead community based care agency responsible for coordinating, integrating, and managing a local system of support and services for abused, abandoned and neglected children and their families in St. Johns County pursuant to Section 409.986; 409.987; 409.988, Florida Statutes; and

WHEREAS, SJC provides Services to children and families in St. Johns County; and

WHEREAS, Subcontractor meets all requirements to provide such services identified within this contract for the Mobile Crisis Response Team;

WHEREAS, Subcontractor is willing and able to provide Mobile Crisis Services to children and families in accordance with the terms and conditions of this Agreement; and,

WHEREAS, SJC desires to enter into an agreement with Subcontractor for the provision of Services to in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1. Terms Defined In This Agreement.

Capitalized terms used in this Agreement shall have the meanings set forth below

(1) Agent Reportable Incident means a "reportable incident" defined in Children and Families Operating Procedure 180-4, a copy of which will be provided by the Contract Manager and is available at:

<http://www.dcf.state.fl.us/admin/publications/cfops/CFOP%20180-xx%20Inspector%20General/CFOP%20180-4.%20Mandatory%20Reporting%20Requirements%20to%20the%20Office%20of%20Inspector%20General.pdf>

(2) Business Day means any day that is not a Saturday, Sunday or a day on which governmental institutions in the State are authorized or required to be closed.

(3) Code means the Florida Administrative Code, as it may be altered, amended, modified, repealed, restated and/or supplemented, and any succeeding administrative code, rules and regulations, all as the same shall be in effect from time to time.

(4) Confidential Information means any confidential or proprietary information owned, possessed or utilized by SJC or the Department (whether or not specifically labeled or identified as "confidential"), in any form or medium, with respect to the business or services of SJC or the Department, or their respective agents, distributors, independent contractors, suppliers or other business relations, including (a) all Intellectual Property Rights, (b) algorithms, concepts, devices, formats, graphics, methods, procedures, products, programs, specifications, techniques, user interfaces and all other technology, (c) the "look and feel" of any software and websites, (d) internal business information such as agent and independent contractor lists and related information, books and records, business acquisition plans, business plans, compilations, cost information, current and anticipated client requirements, client lists and related information, client data and documentation and databases (including architectures, structures, systems and technologies), details of contracts (including this Agreement and other contracts with agents, clients, employees, independent contractors, suppliers and vendors), distribution channels, financial information and data (including budgets, financial statements, forecasts and projections), market studies, marketing plans, new personnel acquisition plans, operational methods, pricing information (including price lists and pricing policies), product development plans and techniques, research and development (including past, current and planned), strategies, supplier lists and related information, vendor lists and related information, (e) any information that would constitute a trade secret and (f) information and records regarding Consumers.

(5) Consumer Reportable Incident means a "reportable incident" defined in Children and Families Operating Procedure 215-6, a copy of which will be provided by the Contract Manager and is available at [http://www.dcf.state.fl.us/admin/publications/cfops/CFOP%20215-xx%20Safety/CFOP%20215-6%20Incident%20Reporting%20and%20Analysis%20System%20\(IRAS\).pdf](http://www.dcf.state.fl.us/admin/publications/cfops/CFOP%20215-xx%20Safety/CFOP%20215-6%20Incident%20Reporting%20and%20Analysis%20System%20(IRAS).pdf)

(6) Finance and Contract Manager, or designee is the individual designated by SJC to negotiate, manage, monitor and receive reports under this Agreement.

(7) Corrective Action Plan (CAP) means a plan developed and implemented by Subcontractor, and approved by SJC, to address deficiencies in Subcontractor's performance.

(8) Department means the Florida Department of Children and Families, and any successor governmental body.

(9) Department Contract means the contract between the Department and SJC providing for Community-Based Care, Contract NJ206, dated as of 7/1/2014 including all attachments and exhibits; as such contract, attachments and exhibits may be altered, amended, modified, repealed, restated and/or supplemented from time to time.

(10) Fiscal Quarter means each three (3) month period during a Fiscal Year, with such periods commencing July 1, October 1, January 1 and April 1 of each Fiscal Year.

(11) Fiscal Year means a twelve (12) month period commencing on July 1 of each year and ending on June 30 of the following year.

(12) FTE means a full-time equivalent worker, such that an FTE of 1.0 is equivalent to one full-time worker.

(13) Governmental Authority means any domestic or foreign government or political

subdivision thereof, whether on a federal, state, provincial or local level and whether executive, judicial or legislative in nature, including any agency, authority, board, bureau, commission, court, department or other instrumentality thereof.

(14) Grievance Procedures means SJC's Client Complaint Procedure attached hereto as Attachment VIII; as such grievance procedures may be revised from time to time and attached to this Agreement.

(16) Incentive Holdback means a financial program that may have an effect on the Base Amount. This program may be related to achievement of performance measures or other criteria to be determined by SJC pursuant to section 6.3(3).

(17) Intellectual Property Rights means all foreign and domestic industrial and intellectual property rights, including certificates of public convenience and necessity, copyright applications, copyrights, development tools, discoveries, franchises, ideas, improvements, instructions, inventions, know-how, good will letters patent, licenses, Marks, patent applications, patent rights, patents, proprietary processes and formulae, software (including open source material), trade secrets and all documentation and media constituting, describing or arising out of, based upon, connected with, incidental to or related to the foregoing, including manuals, memoranda and records.

(18) Lead Agency has the meaning given to it under Section 409.986, Florida Statutes, as it may be altered, amended, modified, repealed, restated and/or supplemented, and any succeeding legislation, and the rules and regulations promulgated thereunder and in the Code, including Section 65C-30.00 1 of the Code, all as the same shall be in effect from time to time. SJC is the Lead Agency for purposes of this Agreement.

(19) Litigation Expenses means all and any out-of-pocket expenses incurred in connection with asserting, defending or investigating any claim or Proceeding arising out of, based upon, connected with, incidental to or related to this Agreement, including arbitration fees and costs, court costs, court filing fees, witness fees and reasonable fees and disbursements of outside accountants, expert witnesses, investigators, legal counsel and other professionals.

(20) Losses means all assessments, claims, costs, damages, debts, expenses (including Litigation Expenses), insurance premium increases, judgments, liabilities, losses, shortages, taxes (including interest and penalties thereon) and other obligations arising out of, based upon, connected with, incidental to or related to any matter that is the subject of indemnification pursuant to the conditions, provisions and terms contained in ARTICLE VIII.

(21) Marks means logos and designs, marketing materials, service marks and service mark applications, trade dress, trademarks and trademark applications and trade names.

(22) Outcomes means quantitative indicators used by SJC to objectively measure a Subcontractor's performance toward a stated goal.

(23) Outputs means a process developed by the Department and SJC to measure the quantity of Services delivered, Consumers served, or similar units completed.

(24) Performance Measures means quantitative indicators developed by the Department and SJC, including Outcomes and Outputs, used by the Department and SJC to objectively measure a Subcontractor's performance. The Performance Measures for this Agreement are included in

Attachment I.

(25) Proceeding means any action, investigation, proceeding or suit before any Governmental Authority or arbitrator.

(26) Quality Assurance means a process that measures performance in achieving pre-determined standards, validates internal practice and uses sound principles of evaluation to ensure that data are collected accurately, analyzed appropriately and timely reported to support Quality Improvement. Quality Assurance data is collected and reported in fulfillment of various state and federal requirements, specifically Title IV, Section 471(a) (22) of the Social Security Act and 45 C.F.R. 1355, as they may be altered, amended, modified, repealed, restated and/or supplemented, and any succeeding legislation, rules and regulations thereto, and any additional rules and regulations promulgated thereunder, all as the same shall be in effect from time to time.

(27) Quality Improvement means a systematic, continuous approach to achieving Consumer satisfaction, meeting organizational goals and standards, analyzing capabilities and processes, and identifying opportunities, particularly through data analysis. Quality Improvement develops and implements solutions to performance gaps, capitalizes on opportunities and checks results against expectations.

(28) Quality Management Plan means an annual update of documents that specify what the Department and Lead Agency will accomplish during the upcoming year in conducting ongoing Quality Assurance and Quality Improvement. These plans include the Department's and the Lead Agency's commitment to continuing exploration and assessment of local practices and Services related to Child welfare in the regions and local systems of care overall.

(29) Representatives means, with respect to any person or entity, such person's or entity's affiliates, agents, directors, employees, members, officers, owners, partners and representatives.

(30) Screening means all of the following: (i) the Screening described in Section 409.175, Florida Statutes, (ii) any child abuse registry screening or Abuse Hotline check required by Department Standard Operating Procedures and/or SJC and (iii) any electronic verification procedures or requirements of the Department, as each may be altered, amended, modified, repealed, restated and/or supplemented, and any succeeding legislation, procedures, regulations or rules, all as the same shall be in effect from time to time.

(31) Services means services and programs aimed at reducing child abuse and neglect, and improving the health of Children. In general, these services involve Adoption, Foster Care (including Recruitment and Licensing of Family Foster Homes), Family Preservation Services, Independent Living Services, and Case Management.

(32) State shall mean the State of Florida.

(33) Subcontractor Services means the services to be provided by Subcontractor pursuant to this Agreement, as further described on Attachment I, including those services to be provided by Funded Positions described on Attachment VII attached hereto and incorporated herein.

(34) System of Care means a comprehensive continuum of Child Welfare and related services provided in specific geographic area that incorporates the local communities' priorities for child safety well-being and permanency.

(35) Termination Date means the last day of the Transition Period.

(36) Transition Period means the period commencing on the date of an Event of Default or expiration of the notice period pursuant to the conditions, provisions, and terms contained in Section 7.2, and ending on the date on which the Subcontractor Services have been transitioned to a new subcontractor.

(37) Wraparound Services means intensive services provided to children and families for the purpose of family engagement, and collaborative participation in the development and execution of a strength-based service plan.

1.2. Terms Defined by Section 409.175, Florida Statutes.

The following capitalized terms used in this Agreement but not defined in this Agreement shall have the meanings given to them in Section 409.175, Florida Statutes, as it may be altered, amended, modified, repealed, restated and/or supplemented, and any succeeding legislation, and the rules and regulations promulgated thereunder and in the Code, all as the same shall be in effect from time to time:

| | | |
|--------|--------------------|-----------|
| Agency | Family Foster Home | Personnel |
| Child | License | |

1.3. Terms Defined by Section 65C-30.001 of the Code.

The following capitalized terms used in this Agreement but not defined in this Agreement shall have the meanings given to them in Section 65C-30.001 of the Code, as it may be altered, amended, modified, repealed, restated and/or supplemented, and any succeeding regulations or rules, all as the same shall be in effect from time to time:

| | | |
|-------------------------------|------------------------------|---|
| Abuse, Neglect or Abandonment | Family Preservation Services | Permanency |
| Allegation | Family Team Conferencing | Permanency Plan |
| Case | Florida Abuse Hotline | Permanency Staffing |
| Case File | Independent Living Services | Placement |
| Case Plan | Lead Agency | Psychotropic Medication |
| Child Protection Services | Maltreatment | Reunification |
| Children's Legal Services | Medicaid | Statewide Automated Child Welfare Information Services (SACWIS) |
| Community Based Care | Out-of-Home Care | Safety Plan |

1.4. Terms Defined by Department Contract.

Capitalized terms used in this Agreement and not otherwise defined in Section 1.1, Section 1.2 and Section 1.3 of this Agreement shall have the meanings given to them in the Department Contract.

ARTICLE II

PROVISION OF SUBCONTRACTOR SERVICES

2.1. Subcontractor Services.

Subcontractor shall provide the Subcontractor Services to Eligible Consumers in accordance with the specific requirements described in Attachment I and Attachment VII.

2.2. Licensure, Accreditation and Certification.

(1) SJC is committed to ensuring the provision of the highest quality Services to the Clients we serve. Accordingly, SJC has an expectation that where accreditation is generally accepted nationwide as a clear indicator of quality service, SJC's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

(2) At all times during the term of this Agreement, (a) Subcontractor shall maintain in good standing all applicable licensure and accreditation requirements for all Funded Positions and Services as outlined in this Agreement and (b) Subcontractor's Representatives shall meet all applicable federal and state licensing and certification requirements. Any Representatives of Subcontractor who are determined by SJC to perform the same or similar critical functions as the Funded Positions shall be required to meet the Department's training and certification requirements. Subcontractor shall provide written evidence of such licensing, certification and accreditation to SJC upon SJC's request, and Subcontractor shall give SJC immediate written notice of pending investigations regarding licensure, certification or accreditation, including any revocation, suspension or restriction of such licensure, certification or accreditation. Subcontractor shall immediately notify SJC in writing of any material change in any accreditation, credentialing or licensing information previously provided to the Department or SJC.

(3) As a condition precedent to the effectiveness of this Agreement Subcontractor shall provide the certifications attached hereto as Attachment II and Attachment III.

2.3. Independent Contractor.

This Agreement is not intended to create, nor is it to be construed as creating any relationship between Subcontractor and SJC or with the Department, other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement. Neither Subcontractor nor SJC nor the Department nor any of their respective Representatives, shall act as nor be construed to be the Representative of the other. Furthermore, Subcontractor shall not represent to others that it has the authority to bind SJC or the Department unless specifically authorized in writing. With respect to all Services performed under this agreement, Subcontractor is an independent contractor and may not be considered or permitted to be an officer, employee, or agent of the State of Florida or of St. Johns County. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, workers compensation and all necessary insurance for Subcontractor's Representatives and permitted subcontractors shall be the sole responsibility of Subcontractor. Neither Subcontractor nor any of its Representatives or subcontractors shall be entitled to the benefits and programs (including vacation, sick leave, health or disability benefits, unemployment insurance, workers' compensation insurance, social security coverage or membership in any pension or retirement plan) that may be provided by SJC to any of its Representatives.

To the extent permitted by law, the State of Florida, Department of Children and Families shall not be liable in any way or for any reason related to this contract. Notwithstanding the foregoing, nothing in this contract shall operate as a waiver of St. Johns County's sovereign immunity or of its limitation of liability pursuant to Section 768.28, Florida Statutes.

2.4. Non-Exclusivity.

Nothing in this Agreement shall be construed to confer upon Subcontractor the exclusive right to provide Services to Eligible Consumers in any geographic area, and SJC explicitly reserves the right to contract with other organizations or agencies providing similar services in Subcontractor's geographic area.

2.5. Subcontracting.

Subcontractor Services under this Agreement may not be subcontracted by Subcontractor, without prior written consent of SJC in its absolute and sole discretion.

2.6. No Property Rights.

This Agreement establishes no property rights in favor of Subcontractor, any of its subcontractors or any of their respective Representatives.

2.7. Publicity.

Subcontractor and its Representatives shall not, without the prior written approval of the Department and SJC in each instance, use in advertising, publicity, or any other promotional endeavor any Mark of the State, the Department or SJC, or the name of any of the respective Representatives of the State, the Department or SJC, or represent, directly or indirectly, that any product or service provided by Subcontractor has been approved or endorsed by the State, the Department or SJC. Use of the County Seal shall be governed by the terms of St. Johns County Ordinance 1992-2. Subcontractor shall not, without the prior written approval of the Department and SJC in each instance, refer to the existence of this Agreement in press releases, advertising or materials distributed to Subcontractor's prospective clients or vendors.

2.8. Preference to Florida Based Businesses.

Subcontractor agrees to maximize the use of state residents, state products and other Florida-based businesses in fulfilling its contractual duties under this Agreement

2.9 Employment Eligibility Verification.

(a) Definitions. As used in this clause:

"Employee assigned to the contract" means all persons employed during the Agreement term by Subcontractor to perform work pursuant to this Agreement within the United States and its territories, and all persons (including sub-subcontractors) assigned by Subcontractor to perform work pursuant to this Agreement.

"Subcontract" means any contract entered into by Subcontractor to furnish supplies or services for the performance of this Agreement or a subcontract. It includes, but is not limited to, purchase orders and changes and modifications to purchase orders.

"Sub-subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for Subcontractor or another sub-subcontractor.

(b) Enrollment and verification requirements.

(1) Subcontractor shall:

- (i) Enroll as a provider in the E-Verify program within thirty (30) calendar days of execution of this Agreement;
- (ii) Verify all new employees. Within thirty (30) 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 Subcontractor to perform work pursuant to this Agreement shall be verified as employment eligible within three (3) Business Days after the date of hire; and

(2) Subcontractor shall comply, for the period of performance of this Agreement, with the requirement of the E-Verify program enrollment.

- (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Subcontractor's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such case, Subcontractor will be referred to a DHS or SSA suspension or debarment official.
- (ii) During the period between the termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, Subcontractor is excused from its obligations under paragraph (b) of this provision. If the suspension or debarment official determines not to suspend or debar the Subcontractor, then the Subcontractor must reenroll in E-Verify.

(c) 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>.

(d) Individuals previously verified. Subcontractor 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 through the E-Verify program.

(e) Individuals performing work prior to the E-Verify requirement. Employees assigned to and performing work pursuant to this Agreement prior to February 04, 2011 do not require employment verification through E-Verify.

(f) Evidence. Evidence of the use of the E-Verify system will be maintained in the

employee's personnel file.

- (g) Sub-subcontracts. Subcontractor shall include the requirements of this clause, including this paragraph (g) (appropriately modified for identification of the parties), in each Sub-subcontract.

2.10 Employee Gifts.

Subcontractor may not offer to give or give any gift to any St. Johns County or State of Florida, Department of Children and Families employee during the service performance period, and that this provision shall survive the contract for a period of two years. Violation will result in referral to the Department of Management Services for potential inclusion on the suspended vendors list.

ARTICLE III

REPORTS; QUALITY ASSURANCE; MONITORING; RECORDKEEPIN

3.1. Reports.

(1) Mandatory Reporting of Reportable Incidents Involving Agents. Subcontractor and its subcontractors, if any, as approved in the sole and absolute discretion of SJC as provided in section 2.5 hereof each Representative of Subcontractor, and each Representative of any subcontractor to Subcontractor, who has any knowledge of an Agent Reportable Incident in connection with the Subcontractor's Services under this Agreement shall comply with the Department's operating procedures and protocols developed under Children and Families Operating Procedure 180-4 and report such Agent Reportable Incident as follows:

(a) Agent Reportable Incidents that may involve an immediate or impending impact on the health or safety of a Consumer shall be immediately reported to the Contract Manager; and

(b) Reportable incidents may be submitted to the Office of Inspector General electronically, or by mail, fax, or telephone. The recommended method of reporting is through the Office of Inspector General internet website [<http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml>]. Notifications by management should be made by submitting a Notification/Investigation Request (form CF 1934, available in DCF Forms) to the Office of Inspector General by email to IG.Complaints@myflfamilies.com; by regular mail to 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428.

(2) Mandatory Risk Prevention and Child Abuse Reporting. Subcontractor and each Representative of Subcontractor shall, in accordance with the Department's Client Risk Prevention System, report all Consumer Reportable Incidents in accordance with the Department's operating procedures and protocols developed under Children and Families Operating Procedure 215-6.

(3) Mandatory Reporting of Suspicion of Abuse, Neglect or Abandonment. Subcontractor and each Representative of Subcontractor shall immediately report any knowledge or reasonable suspicion of Abuse, Neglect or Abandonment, or any exploitation of a Child, aged person, or disabled adult to the Department's central abuse hotline using the single statewide toll free telephone number, (800) 96-ABUSE or as otherwise required under Chapter 39 and Chapter 415, Florida Statutes.

(4) Periodic Reports. Subcontractor shall deliver the reports described on Attachment IV hereto and incorporated herein, on the dates specified therein. Subcontractor shall deliver such reports to the appropriate SJC staff member listed on Attachment IV. Attachment IV may be revised by SJC in its sole and absolute discretion from time to time with at least thirty (30) days prior written notice to Subcontractor.

3.3. Quality Assurance.

(1) Quality Management Plan. Subcontractor shall assist, cooperate and comply with SJC's Quality Management Plan. SJC staff will review Subcontractor's compliance with the Quality Management Plan from time to time, with or without notice in the absolute and sole discretion of SJC. Review of Subcontractor for Quality Assurance will be implemented in accordance with the Quality Management Plan. SJC shall provide Subcontractor with a copy of SJC's Quality Management Plan.

(2) Quality Improvement Program. Subcontractor shall independently implement a Quality Improvement program to continuously review and improve its delivery of Subcontractor Services to Eligible Consumers under this Agreement. Subcontractor shall also cooperate with SJC's own Quality Improvement programs, provide SJC with all necessary data and records in connection with Subcontractor and the Subcontractor Services, and permit SJC to conduct reviews and audits at Subcontractor's site. SJC shall provide Subcontractor with a copy of SJC's Quality Improvement programs.

(3) Incorporation by Reference. All Quality Management Plans, Subcontractor Quality Improvement programs and SJC Quality Improvement programs, as they may exist from time to time, are hereby incorporated into this Agreement by reference.

3.4. Performance Measurements and Requirements.

(1) Subcontractor shall meet or exceed the Performance Measures. SJC will track the Performance Measures as described in Section 3.4(2). If Subcontractor fails to meet any Performance Measures, SJC will notify Subcontractor in writing. Subcontractor agrees that SJC, at its exclusive discretion, may increase the number of Case Files reviewed to assure compliance.

(2) SJC will track Performance Measures as follows:

(a) Assessment. SJC will track Performance Measures for each Fiscal Quarter occurring during the Term, and will deliver a report ("Quarterly Assessment") to Subcontractor no later than thirty (30) days after the end of each Fiscal Quarter indicating

(i) its assessment of Subcontractor's performance in the most recently completed Fiscal Quarter, (ii) areas in which Subcontractor has failed to meet Performance Measures, (iii) areas in which Subcontractor's performance needs improvement, and (iv) whether Subcontractor will have the opportunity to submit a Corrective Action Plan. If Subcontractor has not previously developed and implemented a Corrective Action Plan, SJC, in its absolute and sole discretion, may allow Subcontractor to submit a Corrective Action Plan to address the deficiencies identified in the Quarterly Assessment. Anything to the contrary in this Section 3.4(1) notwithstanding, Subcontractor's failure to achieve the Performance Measures shall be an Event of Default pursuant to the conditions, provisions and terms contained in Section 7.4(3).

- (a) *Initial Corrective Action Plan.* If SJC, in the Quarterly Assessment, states that Subcontractor may submit a Corrective Action Plan, Subcontractor shall develop and submit a Corrective Action Plan to SJC for SJC's approval within ten (10) days following delivery of the Quarterly Assessment. SJC will work with Subcontractor to develop the specific methodology in the Corrective Action Plan. If Subcontractor fails to timely submit a Corrective Action Plan, it shall be an Event of Default as provided in Section 7.4(5). SJC shall have the right to review and comment on the Corrective Action Plan, and may accept or reject the Corrective Action Plan in its absolute and sole discretion.
- (b) *Revised Corrective Action Plan.* If SJC rejects the Corrective Action Plan submitted by Subcontractor pursuant to the conditions, provisions and terms contained in Section 3.4(2)(b), it shall provide notice of the rejection to Subcontractor, and Subcontractor shall have five (5) days following receipt of the notice of rejection to re-submit a Corrective Action Plan addressing SJC's comments. If Subcontractor fails to timely re-submit a revised Corrective Action Plan, it shall be an Event of Default as provided in Section 7.4(5). SJC shall have the right to review and comment on the revised Corrective Action Plan, and may accept or reject the revised Corrective Action Plan in its absolute and sole discretion.
- (c) *Final Correction Plan.* If SJC rejects the revised Corrective Action Plan submitted by Subcontractor pursuant to the conditions, provisions and terms contained in Section 3.4(2)(c), it shall provide notice of the rejection to Subcontractor, and Subcontractor shall have five (5) days following receipt of the notice of rejection to submit its final Corrective Action Plan addressing SJC's comments. If Subcontractor fails to timely submit a final Corrective Action Plan, it shall be an Event of Default as provided in Section 7.4(5). SJC shall have the right to accept or reject this final Corrective Action Plan. If SJC rejects the final Corrective Action Plan, it shall be an Event of Default as provided in Section 7.4(5).
- (d) *Acceptance of Corrective Action Plan.* If SJC accepts any Corrective Action Plan, Subcontractor shall have ninety (90) days to achieve compliance with the Performance Measures utilizing the Corrective Action Plan.

3.5. Corrective Action.

SJC maintains in its sole discretion the right to place Subcontractor on a Corrective Action Plan and/or assess financial penalties against the Subcontractor if SJC does not meet performance standards or SJC incurs financial penalties due to Subcontractor's lack of performance or any other contributable action by the Subcontractor.

3.6. Monitoring and Audits.

SJC may monitor Subcontractor and Subcontractor's Services as described in Part 1 to Attachment V hereto, including for compliance with the matters described in Section 3.3 and Section 3.4 of this Agreement and Subcontractor hereby consents to such monitoring. Subcontractor shall also be subject to audits, reporting requirements and record retention requirements pursuant to federal and State law, as further described in Parts 2, 3 and 4 of Attachment V to this Agreement, and as contained in Section 3.7 of this Agreement, and Subcontractor hereby agrees to such requirements.

3.7. Records.

(1) Consumer Records. Subcontractor shall completely document the provision of Services to each Eligible Consumer, as described in Chapter 39, Florida Statutes, consistent with the

performance standards prescribed by the federal Adoption and Safe Families Act of 1997 (Pub.

L. 105-89). These records shall be produced and updated in accordance with the SJC record keeping policy and procedures guidelines. Said records shall include any other records required by applicable state or federal laws, rules, or regulations. Subcontractor shall ensure that each Case File for an Eligible Consumer includes current and detailed chronological notes of all Consumer contacts and case-related activities and events, from case opening through case closure. Subcontractor shall comply with all applicable laws and procedures pertaining to security and confidentiality including Chapter 815, Florida Statutes, and in accordance with Health and Rehabilitative Services Operating Procedures 175-26, Confidentiality of Children and Families Records, Children and Families Operating Procedure 50-6, Security, and HRSR 50-2, Security of Data and Information Technology Resources.

(2) Financial Records. Subcontractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided to Subcontractor by SJC under this Agreement as well as funds furnished to Subcontractor on behalf of Consumers through other funding sources.

(3) Record Retention. Retention of client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract shall be maintained by the Subcontractor during the term of this contract and retained for a period of six (6) years after completion of this contract or longer when required by law. In the event an audit is required under this contract, records shall be retained a minimum of six (6) years after the audit report is issued, or until the resolution of any audit findings or litigation based on the terms of the contract, at no additional cost to the State of Florida or to SJC. SJC will furnish a centralized storage site for closed child welfare case records (only) and will assume responsibility for the record once transferred.

(4) Inspection. The subcontractor shall permit all persons who are duly authorized by the State of Florida and/or SJC to inspect and copy any records, papers, documents, facilities, goods and services of the Subcontractor which are relevant to this contract, and to interview any clients, and employees to assure the State of Florida, Department of Children and Families and/or SJC of the satisfactory performance of the terms and conditions of this contract. Subcontractor will also comply with the auditing, reporting and record retention requirements contained on Attachment V. For so long as Subcontractor is required to maintain records pursuant to Section 3.7(3) of this Agreement and Attachment V to this Agreement, Representatives of federal auditors (pursuant to 45 C.F.R. Section 92.36(i)(10)), the Florida Local Advocacy Council (pursuant to Section 402.166, Florida Statutes), the Department (pursuant to the Department Contract and State law) and SJC (pursuant to this Agreement) shall be allowed full access to and the right to examine any of such records, regardless of the form in which they are kept.

(5) Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. It is specifically understood that access to "personally identifiable information" as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), is controlled by, and subject to, the provisions of HIPAA. Access to such records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

(6) Confidentiality of Consumer Information. Subcontractor shall comply at all times with applicable federal and state laws, rules, and regulations, including but not limited to 45 C.F.R. Section 205.50, and Section 402.115, Florida Statutes, regarding the confidentiality of all records in connection with the Subcontractor's Services, including the identity of Consumers. Subcontractor shall not release any such records to any Consumer or third person, other than SJC, the Department or the Florida Local Advocacy Council (or their respective Representatives), without the prior written consent of the Consumer (or a parent or guardian if the Consumer is a minor), except as may be required by Florida Public Records Law or an order from a Governmental Authority. Subcontractor will ensure that its Representatives, subcontractors, assignees and

successors are aware of and comply with the confidentiality requirements of this Agreement (including the conditions, provisions and terms contained in Section 4.18) and such laws. If requested, Subcontractor and its Representatives, subcontractors, assignees and successors, if any, shall sign a confidentiality agreement in a form specified and provided by SJC.

(7) Transfer of Records. Upon termination or expiration of this Agreement, active and closed records will be transferred in accordance with Subcontractor's transition plan as approved by SJC. From time to time during the required retention period, at the request of SJC or the Department, Subcontractor shall duplicate and transfer all records in connection with Subcontractor's Services (at no cost to SJC or the Department).

(8) Public Records.

(a) The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

(b) In accordance with Florida law, to the extent that Subcontractor's performance under this Agreement constitutes an act on behalf of SJC, Subcontractor shall provide access to all public records made or received by Subcontractor in conjunction with this Agreement. Specifically, if Subcontractor is expressly authorized, and acts on behalf of the County under this Agreement, Subcontractor shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by SJC in order to perform the services described herein;
- (2) Provide the public with access to public records related to this Agreement on the same terms and conditions that SJC would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by applicable law;
- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
- (4) Meet all requirements for retaining public records, and transfer at Subcontractor's sole cost and expense, all public records in the possession of Subcontractor upon termination of this Agreement.

(c) Upon termination of this Agreement, Subcontractor shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to SJC in a format that is compatible with information technology systems maintained by SJC.

ARTICLE IV

COMPLIANCE WITH POLICIES OF SJC AND THE DEPARTMENT; COMPLIANCE WITH LAW

4.1. Compliance with Department Contract.

In rendering the Subcontractor Services, Subcontractor shall comply with all relevant provisions of the Department Contract, which is hereby incorporated by reference. SJC will provide Subcontractor with a copy of the Department Contract upon request.

4.2. Department Standard Operating Procedures.

Subcontractor and each agent, employee and representative of Subcontractor shall maintain and comply with all written policies and procedures developed by SJC to conform to the Department's Standard Operating Procedures, unless Subcontractor develops and maintains their own policies and procedures which do not conflict with SJC's policies and procedures and the Department's Standard Operating Procedures. Copies of SJC's policies and procedures and/or the Department's Standard Operating Procedures will be provided to Subcontractor upon request.

4.3. Cooperation.

Subcontractor will work cooperatively with SJC and its departments. Subcontractor is responsible for ensuring the safety and supervision of the child.

4.4. Mandatory Background Screening.

(1) Subcontractor shall ensure that all of its Personnel providing Subcontractor Services to Eligible Consumers are subjected to Screening.

(2) No Personnel of Subcontractor may participate in any Subcontractor Services until the Screening has been completed. In the event that any Personnel of Subcontractor is determined to (i) have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, any of the offenses enumerated in Section 435.04(2), Florida Statutes, or (ii) have been subject to a confirmed child Abuse, Neglect or Abandonment report, then such individual shall be prohibited from providing Subcontractor Services to Eligible Consumers, unless an exemption from disqualification has been granted under Section 435.07, Florida Statutes. An exemption for a disqualifying felony may not be granted until at least three (3) years after the completion of all sentencing sanctions for that felony. Exemptions from disqualification may only be granted by the Lead Agency head. Any Personnel of Subcontractor requiring an exemption shall be identified in writing by Subcontractor to SJC.

4.5. Liability Insurance.

(1) Subcontractor shall maintain and keep in effect, at its sole expense, insurance coverage as required under Attachment VI to this Agreement and in accordance with Section 409.993, Florida Statutes. On or before July 1 of each year, Subcontractor shall furnish to SJC and the Department certificates of insurance evidencing the insurance coverage required under this Section 4.5. Upon request Subcontractor shall furnish to SJC complete copies of insurance policies required

under this Section 4.5.

(2) Subcontractor shall require each insurer with which it has procured insurance coverage to give SJC and the Department written notice of any intention to cancel or refuse to renew the policy at least thirty (30) days prior to cancellation or nonrenewal. Subcontractor agrees to notify the Contract Manager within twenty-four (24) hours in the event of a change or loss of Subcontractor's insurance coverage and/or bond coverage.

4.6. Security Requirements.

- (1) Subcontractor will ensure that its Representatives and subcontractors will at all times comply with security regulations that are in force or that are generally or specifically imposed by SJC from time to time, and that its Representatives and subcontractors will comply with all statutory site requirements.
- (2) The Subcontractor is required to have all employees with access to Department information to complete the latest Department security awareness training. A copy of all training certificates must be submitted to SJC annually.
- (3) All Subcontractor employees who have access to Departmental Information shall comply with, and be provided a copy of CFOP 502, and shall sign the DCF Security Agreement Form CF 0114 annually. A copy of the completed form must be submitted to SJC annually.
- (4) The Subcontractor shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and mobile storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the Subcontractor shall assure that unencrypted personal and confidential departmental data will not be stored on unencrypted storage devices.
- (5) The Subcontractor shall notify SJC of any breach or potential breach of personal and confidential data as soon as possible, but no later than two (2) working days. SJC must in turn, notify the State of Florida, Department of Children and Families within five (5) working days following the determination of any breach or potential breach of personal and confidential Departmental data.
- (6) Subcontractor shall at its own cost provide notice to affected parties no later than thirty (30) days following the determination of any potential breach of personal or confidential Departmental data as provided in section 501.171, F.S. The Subcontractor shall also at its own cost implement measures deemed appropriate by SJC or by the State of Florida, Department of Children and Families to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data.

4.7. Construction or Renovation of Facilities using State Funds.

No funds for the purchase of or improvements to real property shall be provided pursuant to the conditions, provisions and terms contained in this Agreement, without SJC's and the Department's prior written consent (in each of their absolute and sole discretion), and no funds provided pursuant to the conditions, provisions and terms contained in this Agreement shall be used by Subcontractor for the purchase of or improvements to real property without SJC's and the Department's prior written

consent (in each of their absolute and sole discretion). Any consent by SJC to a request by Subcontractor for the purchase of or improvements to real property may be made contingent upon such conditions, provisions and terms as SJC and the Department deem appropriate, in each of their absolute and sole discretion, including but not limited to granting the Department (or the State) a security interest in the real property and improvements and providing the conditions, provisions and terms upon which Department (and the State) shall recoup its investment.

4.8. Compliance with Law.

(1) Subcontractor shall at all times during the term of this Agreement comply with and provide all Subcontractor Services required hereunder in accordance with all applicable federal, state, and local laws, rules, regulations and ordinances including, but not limited to, the federal Social Security Act, the Pro-Children Act of 1994, and Chapters 39 and 409, Florida Statutes, as they may be altered, amended, modified, repealed, restated and/or supplemented, and any succeeding legislation, and the rules and regulations promulgated thereunder and in the Code, all as the same shall be in effect from time to time.

(2) Health Insurance Portability and Accountability Act ("HIPAA"). In compliance with 45 CFR § 164.504(e), the Subcontractor shall comply with the provisions of Attachment IX to this Agreement, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Subcontractor or its subcontractors incidental to Subcontractor's performance of this contract. The provisions of the foregoing Attachment supersede all other provisions of the Agreement regarding HIPAA compliance.

4.9. Consumer Rights and Grievance Process.

(1) Consumer Rights. Subcontractor shall prominently display information as to a Consumer's right of access to the Florida Local Advocacy Councils to file a complaint regarding Subcontractor's Services. Subcontractor agrees to allow properly identified members of the Florida Statewide Advocacy Council and Florida Local Advisory Councils access to all of Subcontractor's facilities and the right to communicate with any Consumer being served by Subcontractor, as well as all Representatives and/or volunteers who serve the Consumers, in accordance with Section 402.165 and Section 402.166, Florida Statutes. Subcontractor shall also create brochures that outline Consumer rights to ensure that Consumers are informed of access to individuals and Agencies willing to advocate for their needs, and copies of such brochures shall be provided to SJC.

(2) Grievances. Subcontractor shall comply with the Grievance Procedures. All determinations made by SJC under the Grievance Procedure shall be final and binding upon Subcontractor.

4.10. First Aid and CPR.

All of Subcontractor's Representatives who are engaged in providing the Subcontractor Services shall be first aid and CPR-certified.

4.11. Support to the Deaf or Hard-of-Hearing.

(1) Subcontractor 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 (Section 504) and the Americans with

Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (ADA).

(2) Subcontractor shall comply with the following:

(a) If Subcontractor employs fifteen (15) or more employees, it shall designate a single point of contact to ensure effective communication with deaf or hard-of-hearing clients or companions in accordance with Section 504 and the ADA (the "Single Point of Contact"). The name and contact information for the Single Point of Contact shall be furnished to the Contract Manager within fourteen (14) calendar days after the effective date of this requirement.

(b) The Single Point of Contact will ensure effective communication with deaf or hard-of-hearing Consumers or companions in accordance with Section 504 and the ADA, and coordinate activities and reports with the Contract Manager. The Single Point of Contact shall ensure that employees of Subcontractor are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504 and the ADA. Further, if Subcontractor employs fifteen (15) or more employees, its employees shall attest in writing that they are familiar with the requirements of Section 504 and the ADA. This attestation shall be maintained in the employee's personnel file and remain available for inspection by SJC.

(c) The Single Point of Contact will ensure that conspicuous notices providing information about the availability of appropriate auxiliary aids and Services at no cost to the deaf or hard-of-hearing Consumers or companions are posted near all entry points at all Subcontractor Service locations. Such notices must be posted promptly following execution of this Agreement. The approved form of notice can be downloaded on the Internet at:

<http://www.myflfamilies.com/general-information/office-civil-rights>

(d) Subcontractor shall document the Consumer's or companions preferred method of communication and any requested auxiliary aids/Services provided in the Consumer's record. Documentation with supporting justification must also be made if any request was not honored. Subcontractor shall distribute Consumer feedback forms to Consumers or companions and provide assistance in completing the forms as requested by the Consumer or companion.

(e) If Consumers or companions are referred to other Agencies, Subcontractor must ensure that the receiving Agency is notified of the Consumer's or companions preferred method of communication and any auxiliary aids/Service needs.

4.12. Transportation.

(1) Consumer Transportation. Subcontractor and its Representatives who transport Consumers on a routine or emergency basis shall have automobile liability insurance as detailed in Attachment VI and in compliance with Section 409.993, Florida Statutes. Subcontractor shall maintain written transportation policies and procedures addressing the following matters at a minimum, and shall provide a copy of such transportation policies and procedures to SJC upon request:

(a) Safety of Consumers, including the use of escorts or attendants, Child safety seats, seat belts and restraints when necessary;

(b) Drug testing of drivers and attendants as outlined in Section 41-2.006 of the Code; and

(c) Transportation Disadvantaged. Subcontractor and its Representatives who transport Consumers shall comply with the provisions of Chapter 427, Florida Statutes, and Chapter 41-2 of the Code.

4.13. Facility Standards.

Subcontractor agrees that any facility used in the provision of Subcontractor Services shall comply with all state and local fire and health codes, and all other codes, laws and ordinances that would apply if space so utilized was owned or leased by the State.

4.14. Purchasing.

Subcontractor shall procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of Section 403.7065, Florida Statutes.

4.15. Drug Free Workplace.

Subcontractor shall maintain a drug free workplace pursuant to Section 440.102, Florida Statutes, and shall implement appropriate policies and procedures to ensure compliance therewith.

4.16. Nondiscrimination.

Subcontractor shall not differentiate or discriminate in the provision of Subcontractor Services to Eligible Consumers or against any of its employees or any applicant for employment because of age, race, religion, creed, color, disability, national origin, sex or marital status.

4.17. Whistleblower Protections.

(1) Subcontractor shall comply with all requirements related to the federal whistleblower protections specified in Section 1553 of the American Recovery and Reinvestment Act of 2009 (the "Recovery Act"). Subcontractor shall post notice of employees' rights and remedies for whistleblower protections provided under the Recovery Act.

(2) Additionally, in accordance with subsection 112.3187(2), Florida Statutes, Subcontractor and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that created 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 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 subcontractor 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, and the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

4.18. Confidentiality

(1) Subcontractor hereby acknowledges, agrees and understands that the agreements and covenants contained in this Section 4.18 provide a special and unique benefit to SJC and the Department and that (i) Subcontractor's and/or any of Subcontractor's Representative's breach of, or threatened breach of, any of the conditions, provisions or terms contained in this Section 4.18 will result in an irreparable injury to SJC and the Department, (ii) SJC's and the Department's remedy at law for Subcontractor's and/or any of Subcontractor's Representative's breach of, or threatened breach of, any of the conditions, provisions or terms contained in this Section 4.18 will be inadequate, and (iii) SJC's and the Department's damages arising out of, based upon, connected with, incidental to or related Subcontractor's and/or any of Subcontractor's Representative's breach of, or threatened breach of, any of the conditions, provisions or terms contained in this Section 4.18 cannot be measured strictly in monetary terms.

(2) Subcontractor hereby acknowledges, agrees and understands that upon SJC's and/or the Department's adequate proof of Subcontractor's and/or any of Subcontractor's Representative's breach of, or threatened breach of, any of the conditions, provisions or terms contained in this Section 4.18, SJC and the Department shall be entitled to receive specific performance or immediate relief enjoining any threatened or further breach of any of the conditions, provisions or terms contained in this Section 4.18, without having to post a bond. Nothing contained in this Section 4.18 shall be construed to limit in any way SJC's or the Department's remedies and rights that otherwise may exist at law or in equity with respect to Subcontractor's and/or any of Subcontractor's Representative's breach of or default under, or threatened breach of or default under, any of the conditions, provisions and terms contained in this Agreement. Subcontractor hereby acknowledges, agrees and understands that a breach of or default under any condition, provision or term contained in this Agreement by SJC shall not be a defense to the enforceability of the agreements and covenants contained in this Section 4.18.

(3) During the Term, Subcontractor and/or Subcontractor's Representatives may become privy to Confidential Information. Subcontractor hereby acknowledges, agrees and understands that the Confidential Information may not be converted to Subcontractor's own use or to the benefit of any Person except SJC, the Department and the Consumer to whom the Confidential Information belongs. Accordingly, Subcontractor agrees and covenants that Subcontractor will not, and shall cause Subcontractor's Representatives not to, directly or indirectly, disclose, divulge, furnish, reveal, use or make available any of the Confidential Information to any Person (other than SJC, the Department, any of their respective Representatives or to the Consumer to whom such Confidential Information belongs) without SJC's prior written consent.

(4) Anything contained in this Agreement to the contrary notwithstanding, Subcontractor shall not be restricted from disclosing, divulging, furnishing, making accessible, revealing or using any of the Confidential Information (i) in connection with the performance of Subcontractor's duties and obligations contained in, and otherwise in compliance with the conditions, provisions and terms contained in this Agreement, (ii) that becomes or is generally available to the public other than as a result of an unauthorized disclosure by Subcontractor or any of Subcontractor's Representatives, (iii) that becomes available to Subcontractor in a manner that is not in contravention of applicable law from a Person (other than SJC, the Department, any of their respective Representatives or to the Consumer to whom such Confidential Information belongs) that is not bound by a confidential relationship or a contract with SJC or the Department, (iv) that was known by Subcontractor on a non-confidential basis and not in contravention of applicable law or a contract before its disclosure to Subcontractor by SJC, the Department or any of their respective Representatives, or (v) that is required to be disclosed

by law, order or other legal process; provided, however, that if disclosure is required by law, order or other legal process, then Subcontractor shall (A) provide SJC and the Department with prompt notice of such requirement so that SJC and/or the Department may seek an appropriate protective order prior to any such required disclosure, and (B) take reasonable steps to assist SJC and the Department in contesting such required disclosure or otherwise protecting SJC's and the Department's rights in and to the Confidential Information required to be so disclosed.

(5) The provisions of this section are subject to the requirements of Florida's Public Records Law and should not be construed to prevent disclosure of any record that is required by law to be produced in response to a public records request.

4.19. Ownership of Intellectual Property Rights.

(1) At all times during and after the Term, and for no additional consideration, Subcontractor shall, and Subcontractor shall cause Subcontractor's Representatives to, promptly assign, convey, disclose, grant and transfer to DCF for its sole benefit and use all Intellectual Property Rights that arise out of, are based upon, are connected with, are incidental to, or are related to Subcontractor's engagement by DCF pursuant to the conditions, provisions and terms contained in this Agreement, including the provision of the Subcontractor Services, and that are conceived, created, developed or first reduced to practice by Subcontractor and/or Subcontractor's Representatives, either alone or jointly with others during the Term (regardless of when, where, why or how developed).

(2) To the extent that any such Intellectual Property Rights constitute copyrightable or similar subject matter that is eligible to be treated as "work made for hire," as defined in the Copyright Act of 1976, as amended, or as having similar status in the United States or elsewhere, such Intellectual Property Rights shall be treated as work made for hire, and DCF shall be the exclusive and sole owner of all equitable and legal interest, right and title in and to such Intellectual Property Rights, including the copyright thereto.

(3) To the extent that any such Intellectual Property Rights do not constitute "work made for hire" owned solely by DCF as a matter of law, Subcontractor, for no additional consideration and so that DCF shall be the sole and exclusive owner of such Intellectual Property Rights, hereby assigns, conveys, grants, sells and transfers to DCF (and its assigns and successors) all of Subcontractor's legal and equitable interest, right and title in and to such Intellectual Property Rights throughout the world, whether such interest, right or title arises under copyright law, patent law, semiconductor chip protection law, telecommunications law, trade-secret law or otherwise, together with (i) all and any copyright registrations that may be applied for or obtained, and any extensions of such copyright registrations, and (ii) all and any rights to sue and recover for any past infringements of such Intellectual Property Rights, all of which shall be enjoyed and held by DCF for its own use and that of its assigns and successors. Subcontractor, for no additional consideration, also hereby assigns, conveys, grants, sells and transfers to DCF, and disclaims with respect to DCF, all and any of Subcontractor's rights to (A) display, distribute copies of, prepare derivative works based upon, reproduce and use such Intellectual Property Rights and derivative works thereof, and (B) authorize others to do any or all of the foregoing. Anything in this Section 4.19(3) to the contrary notwithstanding, Subcontractor hereby authorizes DCF to make any desired changes to any part of such Intellectual Property Rights, to combine them with other materials in any manner desired, and to withhold the identity of Subcontractor in connection with any

distribution or use thereof, whether alone or in combination with other materials.

(4) At DCF's expense and request, either during the Term or at any time thereafter, Subcontractor shall, and Subcontractor shall cause Subcontractor's Representatives to, and without additional consideration, promptly execute all and any assignments, contracts, copyright registration applications, instruments, patent applications, trademark registration applications, waivers of moral rights and other documents and materials (including continuations, continuations in part, divisions, extensions or renewals) that DCF, in its absolute and sole discretion, deems appropriate or necessary to apply for or to obtain copyright registrations, letters patent or trademark registrations of the United States or any foreign country, or to otherwise to protect DCF's interest in such Intellectual Property Rights.

ARTICLE V

OBLIGATIONS OF SJC

5.1. Consumer Eligibility.

SJC shall establish a process for assuring service eligibility for all Consumers based upon the Department's state and federally mandated criteria. SJC has the sole right and responsibility to make determinations regarding a Consumer's eligibility and appropriate services. The decision of SJC in this respect shall be binding on Subcontractor.

5.2. SJC's Quality Assurance Program.

SJC shall establish and implement a Quality Assurance Program.

5.3. SJC's Quality Improvement Program.

SJC shall establish and implement a Quality Improvement Program, conduct Quality Improvement reviews of Subcontractor as determined necessary by SJC, and provide technical assistance to Subcontractor as needed. SJC will provide Quarterly Assessments as described in Section 3.4(2).

5.4. Compliance with Law.

SJC shall at all times during the term of this Agreement comply with all applicable federal, state, and local laws, rules, regulations and ordinances including, but not limited to, the federal Social Security Act, the Pro-Children Act of 1994, and Chapters 39 and 409, Florida Statutes, as they may be altered, amended, modified, repealed, restated and/or supplemented, and any succeeding legislation, and the rules and regulations promulgated thereunder and in the Code, all as the same shall be in effect from time to time.

5.5. On-Call Staff.

SJC shall advise Subcontractor of appropriate SJC on-call staff telephone numbers to enable Subcontractor to meet its obligation to notify SJC when a Consumer's health or safety is impacted.

**ARTICLE VI
PAYMENTS**

6.1. Base Amount.

(1) The County agrees to provide funding to SAYS in an amount not to exceed thirty five thousand dollars (\$35,000) in accordance with the Schedule of Funds listed below:

| SCHEDULE OF ANNUAL FUNDS | | |
|---------------------------------|---------------------------------------|------------------------------|
| SERVICE PERIOD | FUNDED POSITION & SERVICES | PAYMENT not to exceed |
| January 1 - June 30, 2019 | Mobile Crisis Team | \$35,000 |
| Total Annual Amount | | \$35,000 |

SAYS acknowledges that it is not entitled to the above referenced amount of compensation. Rather, compensation is based on the agency adhering to the scope of services detailed in this agreement. Compensation is dependent upon satisfactory completion of the program requirements as provided in this agreement. Payment will be authorized only for services provided during the term of the agreement and prior to the payment request date. Costs in excess of the funding provided must be paid by Subcontractor from a funding source of this Agreement.

(2) Subcontractor shall provide a list of designated FTE positions to the SJC Finance and Contract Manager within thirty (30) days of the effective date of this Agreement and thereafter shall notify the same within five (5) days whenever an FTE position is vacated or filled. Subcontractor shall only be compensated for Funded Positions that are on Subcontractor's payroll.

| SERVICE PERIOD | | Minimum Number of FTE Positions | |
|---------------------------|----------------------|--|-------------------------|
| 01/01/2019 -06/30/2019 | | .52 | |
| FTE Position Title | Number of FTE | Standard Annual Rate | SJC Funding Code |
| MCRT-Therapist Evening | .52 | \$35,000 | PRE06 |

(3) SJC will provide 60 days' notice of any changes in the vacancy procedure in subsection two (2), if practicable.

6.2. Method of Payment.

Subject to Sections 6.5 and 6.8 of this Agreement, payments provided for in this ARTICLE VI shall be made in the following manner:

(1) Payments authorized in Section 6.1 shall be made in accordance with the approved budget and required reports. Payment requests are due monthly and must be received by the 15th of the following month. Must be based on actual budgeted expenditures during the reporting period. Payment will be made upon receipt and approval by the County of a completed, signed payment request. Payment requests received past the 15th of the month following actual budgeted expenditures may not be honored by the County.

(2) Subcontractor may be subjected to an Incentive Holdback program for achieving criteria determined by SJC. The method, criteria, and amount of any such program shall be developed by SJC at its sole discretion. Upon development of such program, SJC shall notify Subcontractor within a timely manner and provide an amendment in accordance with Section 9.17 of the Agreement.

6.3. Request for Payment.

(1) Within fifteen (15) Business Days following the month in which Subcontractor has rendered Subcontractor Services, Subcontractor shall submit an invoice on letterhead, dated and signed by a Representative of Subcontractor. To the extent such invoice contains a request for reimbursement pursuant to the conditions, provisions and terms contained in Section 6.2, Subcontractor shall provide supporting documentation for its payment request.

(2) SJC shall have five (5) Business Days following receipt of an invoice to review and approve the invoice. Subject to SJC's approval SJC shall make the required payments by electronic transfer or by check to Subcontractor as provided in Section 6.3.

(3) If SJC disagrees with the contents of an invoice, it may return the invoice to Subcontractor within the five (5) day review period described in Section 6.4(2), together with an explanation of the errors contained in the invoice. Thereafter, Subcontractor shall submit a corrected invoice, which invoice shall be subject to the review and payment procedures described in Section 6.4(2).

(4) SJC will not accept and shall not pay any reimbursement requests submitted to SJC after sixty (60) days of the service being provided.

6.4. Contingent Payments.

SJC's payments to Subcontractor pursuant to the conditions, provisions and terms contained in this ARTICLE VI are contingent upon receipt of funds from the Department. SJC makes no commitment to appropriate funds for payment to Subcontractor under this Agreement from any other source. Subcontractor acknowledges, agrees and understands that a delay in the receipt of funds from the Department could result in a partial payment or non-payment to Subcontractor until SJC receives funds from the Department. Subcontractor is required to have access to funds for at least sixty (60) days of operating expenses during the Term to cover this contingency. In the event insufficient funds are available to SJC to implement this Agreement, SJC may, in its absolute and sole discretion, terminate this Agreement accordingly.

6.6. Expenditure and Revenue Reports.

(1) Subcontractor shall submit expenditure and revenue reports (of actual expenditures by line item) for Subcontractor Services, for each month following the month of service, within fifteen (15) days after the end of each month. These reports may be generated from Subcontractor's accounting system in a format approved by SJC. Failure to properly document expenditure of funds provided by SJC for purposes specified in this agreement will be grounds for repayment of those funds to SJC immediately

upon demand by SJC.

(2) Subcontractor shall submit a final expenditure and revenue report (of actual expenditures by line item) for Subcontractor Services, within forty-five (45) days after the expiration or termination of this Agreement for any reason. If Subcontractor fails to submit this final report, Subcontractor shall not be entitled to any further payments under this Agreement, whether or not Subcontractor has submitted invoices.

(3) Subcontractor agrees to comply with the provisions of Section 112.061 Florida Statutes, for the documentation of all travel expenditures. Mileage reimbursement for Subcontractor's Representatives will be the absolute and sole responsibility of Subcontractor.

6.7. Return of Funds.

Any payment made to the provider that are not expended or were determined to have been expended for unallowable costs shall be considered an overpayment to the provider and refunded to SJC. In the event that Subcontractor or its independent auditor discovers that an overpayment has been made by SJC, Subcontractor shall repay said overpayment to SJC within forty (40) days after such discovery without prior notification or request from SJC. In the event that SJC first discovers an overpayment has been made to Subcontractor, SJC will notify Subcontractor in writing of such a finding, demanding repayment within forty (40) days after the date of the writing. Should repayment not be made within such applicable forty (40) day time periods, SJC will charge Subcontractor interest on the outstanding balance after such applicable time period has expired until paid in full, at a rate equal to the lesser of (a) one percent (1%) per month, compounded monthly or (b) the maximum rate of interest permitted by law.

6.8. Costs Due to Failure to Perform.

Notwithstanding anything to the contrary herein Subcontractor acknowledges and agrees that the amount of any and all out-of-pocket costs actually incurred by SJC in connection with Subcontractor's failure to perform any of the Services, responsibilities, covenants or other obligations described in this Agreement shall be deducted by SJC from the monthly payment(s) to be paid to the Subcontractor. In such event, SJC shall provide the Subcontractor with a written explanation and itemization of the out-of-pocket costs actually incurred. In the event the out-of-pocket costs actually incurred by SJC as described in this Section 6.8 exceed the amount of an approved invoice submitted by the Subcontractor for a particular month, Subcontractor agrees that it shall pay the balance of such out-of-pocket costs to SJC within five (5) Business Days of written notice from SJC of the balance. Such out-of-pocket costs shall include, but not be limited to administrative costs, transportation, salaries, foster care, and other services.

6.9. Use of Funds for Lobbying Prohibited.

Subcontractor agrees to comply with the provisions of Section 11.062 and Section 216.347, Florida Statutes, which prohibit the expenditure of funds received under this Agreement for the purposes of lobbying the Florida Legislature, judicial branch, or any state agency. Subcontractor further agrees to comply with federal requirements with respect to lobbying by signing and delivering Attachment II attached to this Agreement.

6.10. Use of Funds for Religion Prohibited.

Subcontractor agrees to comply with the provisions of 34 C.P.R. 76.532, which prohibits the expenditure of funds received under this Agreement for the purposes of religious worship, instruction or proselytizing, including equipment or supplies used for religious worship, instruction or proselytizing.

6.11. Disallowed Costs.

In the event that the Department or the SJC independent auditor determines that any cost or expense paid to Subcontractor by SJC under this Agreement is disallowed, Subcontractor shall immediately reimburse SJC for the disallowed cost or expense to the extent that SJC is required to reimburse the Department for the disallowed cost or expense.

ARTICLE VII

TERM OF AGREEMENT/TERMINATION

7.1. Term.

This Agreement shall commence on January 1, 2019 and expire on June 30, 2019 unless earlier terminated pursuant to the conditions, provisions and terms of this ARTICLE VII (the "Term"). This Agreement may be renewed, at SJC's option, for one 1-year term. This Agreement shall not automatically renew, and Subcontractor has no entitlement to renewal of this Agreement. If renewal is agreed upon, SJC shall provide Subcontractor with thirty (30) days written notice of intent to renew this Agreement. All provisions in this Agreement shall apply in full to the renewal, unless otherwise indicated by SJC.

7.2. Termination Without Cause.

Either party may terminate this Agreement upon at least sixty (60) days prior written notice to the other party.

7.3. Termination for Insufficient Funds.

This Agreement shall terminate in the event funds to pay Subcontractor under this Agreement are or become unavailable as provided in Section 6.5. In such event, SJC shall provide Subcontractor with prompt written notice of termination pursuant to this Section 7.3.

7.4. Termination by SJC Upon an Event of Default.

SJC may terminate this Subcontract for cause upon the occurrence of any of the following events (each an "Event of Default"):

(1) Subcontractor's licensure or accreditation as required by Section 2.2 is either suspended or revoked;

(2) Subcontractor's general liability insurance, professional liability insurance or sexual abuse and molestation insurance required in Attachment VI is reduced, cancelled or otherwise terminated;

(3) Subcontractor fails to achieve the Performance Measures before implementation of a Corrective Action Plan approved by SJC;

(4) If SJC has accepted a Corrective Action Plan, (i) Subcontractor fails to achieve the Performance Measures during the 90 day period allotted for compliance pursuant to a Corrective Action Plan, measured as of the completion of such ninety (90) day period, (ii) Subcontractor fails to achieve the Performance Measures any time after such ninety (90) day period or (iii) Subcontractor fails to operate in compliance with the Corrective Action Plan;

(5) Subcontractor fails to timely submit any Corrective Action Plan pursuant to the conditions, provisions and terms of Section 3.4(2)(b), Section 3.4(2)(c) or Section 3.4(2)(d);

(6) Subcontractor (or any of its officers, directors, or employees) is placed on the convicted vendor list kept by the Florida Department of Management Services pursuant to Section 287.133, Florida Statutes; and

(7) Subcontractor fails to comply with any other material condition, provision or term of this Agreement that remains uncured more than ten (10) Business Days after SJC provides written notice to Subcontractor identifying such failure.

7.5. Effect of Termination.

(1) If (a) this Agreement expires pursuant to the conditions, provisions and terms contained in Section 7.1, (b) either party terminates this Agreement pursuant to the conditions, provisions and terms contained in Section 7.2, or (c) SJC terminates this Agreement pursuant to the conditions, provisions and terms contained in Section 7.3 or upon an Event of Default, Subcontractor shall continue to provide the Subcontractor Services under the conditions, provisions and terms of this Agreement during the Transition Period to any Eligible Consumer who was being served by Subcontractor on the effective date of the termination notice or Event of Default, until SJC makes provision for the assumption of such Services by another organization or program. Subcontractor shall prepare a written Transition Plan to ensure a smooth transition of the Subcontractor Services during the Transition Period, and this Agreement shall terminate as of the Termination Date. SJC in its absolute and sole discretion has the right to accept, modify or reject any Transition Plan.

(2) If either party terminates this Agreement pursuant to the conditions, provisions and terms contained in Section 7.2, or if SJC terminates this Agreement pursuant to the conditions, provisions and terms contained in Section 7.3, Section 7.4(2) or Section 7.4(7), Subcontractor shall not be restricted from contracting with SJC in the future if it has fully cooperated in implementing a Transition Plan and ensured child safety and Service continuity during the Transition Period. If SJC terminates this Agreement pursuant to the conditions, provisions and terms contained in Section 7.4(1), Section 7.4(3) or Section 7.4(6), Subcontractor shall be ineligible to contract with SJC for a period of at least twelve (12) months from the date of termination.

7.6. Transition Plan.

(1) Prior to or upon (a) expiration of this Agreement pursuant to the conditions, provisions and terms contained in Section 7.1, (b) termination by either party pursuant to the

conditions, provisions and terms contained in Section 7.2 or (c) termination by SJC pursuant to the conditions, provisions and terms contained in Section 7.3 or upon an Event of Default, Subcontractor shall submit to SJC a transition plan to ensure a proper transition of the Subcontractor Services to another service provider (a "Transition Plan").

(2) Each Transition Plan shall include the following terms, conditions and provisions:

(a) All terms, conditions and provisions of this Agreement shall remain in effect through the entire Transition Period; provided, however, that the payments required by ARTICLE VI shall not be available if the Agreement has been terminated pursuant to the conditions, provisions and terms contained in Section 7.3.

(b) Any change in tasks, responsibility or activity relating to the provision of Subcontractor Services or related functions shall occur only as provided in Section 9.17 of this agreement.

(c) Within (A) fifteen (15) days following the Event of Default, (B) fifteen (15) days following notice of termination pursuant to the conditions, provisions and terms contained in Section 7.2, or (C) ten (10) days following notice of termination pursuant to the conditions, provisions and terms contained in Section 7.3, Subcontractor will:

(i) submit for approval provisions and timelines for the preparation and transfer of existing personnel, and for informing and educating Consumers, staff, stakeholders, and others where appropriate;

(ii) submit for approval provisions and timelines for the orderly transfer of records relating to the Subcontractor Services;

(iii) furnish additional financial reports including, but not limited to expenditure detail from the Effective Date through the end of the Transition Period;

(iv) prepare a list of all subcontracts entered into by Subcontractor in connection with this Agreement, together with year to date expenditure reports for each;

(v) furnish a detailed personnel report, which includes all Funded Positions, vacant positions and projected vacancies; and

(vi) furnish an updated report listing all non-expendable property purchased with funds provided under this Agreement.

7.7. Transfer of Equipment:

(2) In the event that Subcontractor has used any funds or compensation obtained from SJC under this Agreement to make any non-expendable property purchase as indicated on the non-expendable property inventory submitted pursuant to Section 7.6(2)(c)(vi), then following the Termination Date, Subcontractor shall promptly transfer all and any such property to SJC at no cost to SJC. In addition, in connection with the performance of its obligations under this Agreement, Subcontractor will return computer equipment and furniture from SJC that belongs to the Department. Department property shall be returned to SJC at no cost to SJC. In the event that any property in the

possession of Subcontractor is lost, stolen or damaged outside of normal wear and tear, Subcontractor shall be responsible for the replacement cost of such property.

(2) Subcontractor, at any time and from time to time after the Termination Date, upon the request of SJC, shall acknowledge, execute, deliver and do, and cause to be acknowledged, delivered, done and executed, all such further acts, assignments, conveyances, deeds, documents, instruments, powers of attorney, transfers and other assurances as may be required to assign, convey, sell and transfer to and vest in SJC good and marketable title to and possession of all of the property described in the non-expendable property submitted pursuant to Section 7.6(2)(c)(vi), free and clear of all encumbrances.

ARTICLE VIII INDEMNIFICATION

Subcontractor shall indemnify the Department, SJC and each of their respective Representatives. (collectively, the "State Indemnified Persons") and hold each of them harmless from all claims, losses, and costs, including reasonable attorney's fees and litigation costs, arising in connection with this Agreement. This provision relating to Indemnification, is separate and apart from, and is in no way limited by, any insurance provided by the Subcontractor, pursuant to this Agreement, or otherwise.

ARTICLE IX

GENERAL PROVISIONS

9.1. Recitals.

The parties acknowledge that the statements contained in the Recitals above are true and correct, and the Recitals are incorporated herein by reference and made a part hereof.

9.2 Notices.

All demands, documents, notices, payments, reports, requests, returns or other communications delivered pursuant to the conditions, provisions and terms contained in this Agreement and other applicable law shall be in writing and shall be deemed to be sufficient if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested, postage prepaid, (iii) sent by facsimile or other electronic transmission device, or (iv) sent by a nationally- recognized, overnight courier, to the parties at the following addresses (or at such other address for a party as shall be specified by a written notice satisfying the conditions, provisions and terms contained in this Section 9.2):

SJC Representative

Name: Shawna Novak

Title: HHS Director

Address: 200 San Sebastian View, Suite 2300
Saint Augustine, FL 32084

Subcontractor Representative

Name: Schuyler Siefker

Title: Executive Director

Address: 201 Simone Way
Saint Augustine, FL 32086

All such demands, documents, notices, payments, reports, requests, returns or other communications shall be deemed to have been delivered and received (i) in the case of personal delivery, on the date of such delivery, (ii) in the case of delivery by certified or registered mail, on the

third (3rd) Business Day following such mailing, (iii) in the case of delivery by facsimile or other electronic transmission device, on the date of such delivery if delivered on a Business Day, or if not delivered on a Business Day, then on the next Business Day after the day delivered and (iv) in the case of delivery by a nationally-recognized, overnight courier guaranteeing next Business Day delivery, on the Business Day following dispatch.

9.3 Benefits of Agreement; Assignment.

All of the conditions, provisions and terms contained in this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective estates, executors, heirs, permitted assignees, personal representatives and successors, as applicable, and the Subcontractor's obligations and responsibilities contained in this Agreement shall inure to the benefit of the Department. Except as otherwise expressly contained in this Agreement, this Agreement shall not confer any remedies or rights upon any person other than the persons referred to in the immediately preceding sentence. This Agreement shall not be assignable by any party without the prior written consent of the other parties, except that SJC may assign this Agreement and/or its authority, duties, liabilities, obligations, powers, privileges and rights contained in this Agreement to any State agency, the Department or any successor Lead Agency, or any other person or entity succeeding to all or any substantial portion of SJC's responsibilities under the Department Contract.

9.4 Remedies.

(1) Subject to the last sentence contained in this Section 9.4, each party shall have and retain all remedies and rights existing in its favor under this Agreement, at law or in equity, including rights to bring actions for injunctive relief, specific performance and other equitable relief (including the remedy of rescission) to enforce or prevent a breach of or default under, or threatened breach of or default under, any condition, provision or term contained in this Agreement. To the extent permitted by any applicable law, all such remedies and rights (i) shall be cumulative, (ii) shall be in addition to any other remedies and rights provided by applicable law and (iii) may be exercised concurrently or separately. Nothing contained in this Section 9.4(1) shall be construed to limit in any way the benefits and rights of, or the remedies available to, any party (A) under or in respect of any other contract to which such party may be a party, or (B) in the event of any knowing or willful breach of or default under this Agreement by any other party, or for fraud by any other party.

(2) The failure of any party to seek redress for a breach of or default under, or to insist upon the strict performance of, any condition, provision or term contained in this Agreement shall not prevent a subsequent act, which originally would have constituted a breach of or default under a condition, provision or term contained in this Agreement, from having the effect of an original breach of or default under such condition, provision or term contained in this Agreement.

9.5 Waiver.

No waiver of any condition, provision or term contained in this Agreement shall be effective unless it is contained in a written document executed by each party; provided, however, that any party may waive any duty, liability or obligation owed to it by the other parties. No waiver by any party of any breach of or default under any representation, warranty, agreement or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent breach of or default under any representation, warranty, agreement or covenant hereunder, or affect in any way any rights arising out of, based upon, connected with, incidental to or related to any such prior

or subsequent occurrence.

9.6 Litigation Expenses.

In connection with any litigation concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in preparation for and through all trial, arbitration, and appellate levels of litigation. The provisions of this Section 9.6 shall survive the termination of this Agreement

9.7 Transaction Expenses.

Each of SJG and Subcontractor shall bear its own costs, expenses and fees (including legal costs, expenses and fees) incurred in connection with the negotiation of this Agreement and the consummation of the transactions contemplated by this Agreement. Except as otherwise expressly contained in this Agreement, each party shall each bear its own costs, expenses and fees (including legal costs, expenses and fees) incurred in connection with the performance of its respective duties, liabilities and obligations contained in this Agreement, and its compliance with the conditions, provisions and terms contained in this Agreement.

9.8 Governing Law and Venue.

This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

9.9 Independence of Agreements, Covenants, Representations and Warranties.

All representations and warranties contained in this Agreement shall be given independent effect so that if a particular representation or warranty is breached or proves to be inaccurate or untrue, the fact that another representation or warranty concerning the same or similar subject matter is not breached or is accurate and true shall not affect the breach of or the inaccuracy or untruth of such initial representation or warranty. In addition, all agreements and covenants contained in this Agreement shall be given independent effect so that if a certain action or condition constitutes a breach of or default under a certain agreement or covenant, the fact that such action or condition is permitted by another agreement or covenant shall not affect the occurrence of such breach or default, unless expressly permitted under an exception to such initial agreement or covenant.

9.10 Mutual Contribution.

The parties and their respective counsel have contributed mutually to the drafting of this Agreement, and the language used in this Agreement has been chosen by the parties to express their mutual intent. Consequently, no condition, provision or term contained in this Agreement shall be construed against any party on the ground that such party drafted the condition, provision or term or caused the condition, provision or term to be drafted.

9.11 Severability.

If any part of this Agreement, or any application thereof, is declared void, unconstitutional, or invalid for any reason, then such part, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in effect.

9.12 Counterparts and Electronic Delivery.

This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original signature page to this Agreement. All such counterparts shall be considered one and the same contract and shall become effective when one (1) or more counterparts have been executed by each party and delivered to the other party, it being understood that all parties need not execute the same counterpart. Any counterpart or other signature hereupon delivered by facsimile, e-mail or other electronic device shall be deemed for all purposes as constituting good and valid execution and delivery of this Agreement by such party.

9.13. Amendment.

Except as otherwise expressly contained in this Agreement, this Agreement may not be altered, amended, modified, repealed, restated or supplemented except pursuant to written document signed by each party.

9.14: Entire Agreement.

This Agreement and the other agreements and documents referenced herein and attached to this Agreement (including the Attachments and Exhibits attached hereto) and any other document contemporaneously entered into with this Agreement contain all of the contracts among the parties with respect to the transactions contemplated hereby and thereby and supersede all prior contracts among the parties with respect to such transactions.

IN WITNESS WHEREOF, The St. Augustine Youth Services and St. Johns County Board of County Commissioners., a political subdivision in the state of Florida, have duly executed this Agreement effective as of the date first above written.

SJC:

St. Johns County Board of County Commissioners

By: _____
Michael Wanchick
County Administrator

Date: _____

SUBCONTRACTOR:

St. Augustine Youth Services

By: _____
Schuyler Siefker
Executive Director

Date: _____

ATTACHMENT I

Subcontractor Services

A. Services to be Provided:

1. General Description. Subcontractor shall provide intervention and safety assessments to children experiencing a mental health or behavioral crisis event on a 24 hour basis.

Service responsibility also includes but is not limited to the following requirements:

2. Service Design.
 - a. Onsite Immediate Behavioral Health Needs Assessment by a licensed mental health counselor, including initiating a Baker Act if indicated.
 - b. Communication regarding outcome of Needs Assessment and recommendations and family counseling.
 - c. Access to individual and family counseling.
 - d. Access to targeted case management services coordinating both medical and behavioral health needs.
 - e. Nurse consultation for medical issues.
 - f. Connect families with community providers.
 - g. Subcontractor shall be sensitive to cultural and racial differences and the special needs of minority, ethnic and racial groups. Services shall be provided in a manner that respects these differences and attends to these needs. Subcontractor shall be responsible for any costs associated with providing Services in compliance with this provision
 - h. Children shall receive Services in the least restrictive, most normalized environment that is appropriate to their strengths and needs.
 - i. SAYS must use an evidence based practice models and programs while servicing clients through the Mobile Crisis Response Team program.

3. Scope of Services.

- a. The Mobile Crisis Response Team (MCRT) is a family support program that provides primary intervention and safety assessments to children experiencing a mental health or behavioral health crisis event. The MCRT must be able to respond within 60 minutes.
- b. MCRT will provide interventions at community settings. If a Baker Act recommendation is not made, MCRT coordinates with the youth's family, area mental health providers, law enforcement and school personnel to help develop safety plans and link families to needed community services through an evidence-based Wraparound Model approach.

- c. Subcontractor shall ensure all children and families requiring additional supportive Services receive them on a timely basis.
- d. MCRT will have 24 hours a day, seven day a week coverage.
- e. Subcontractors shall establish an individualized, strengths-based crisis plan with the individual and family.
- f. MCRT worker shall be a St. Johns County resident and/or make concerted efforts to know St. Johns County resources to establish strong support systems that can help sustain families in the community.

4. Major Program Goals.

- a. Youth experiencing mental health crisis are stabilized and their safety and support needs are determined.
- b. Youth and their families are linked to appropriate community healthcare resources.
- c. Needed comprehensive Services will be accessible to and accessed by children, families, and caregivers, and delivered according to the individualized crisis plan developed in partnership with the child, family and caregiver.

B. Manner of Service Provision- Service Tasks:

1. Administrative Tasks All applicable Services:

- a. Subcontractor shall be responsible for tracking data related to Performance Measures and requirements as indicated in Attachment I, C. Performance Measures.

C. Performance Measures

1. Standard Measures*:

- a. 100% of youth and families receive access to appropriate community healthcare services within 60 minutes of MCRT referral.
- b. 95% of diverted, assessed youth and families are provided referrals to appropriate outpatient and behavioral health services.
- c. Between 15 -20 youth and families will receive assistance to receive access to mental health, medical and substance abuse services through a case manager, monthly.
- d. 80% of assessed youth remain in community and do not require intensive placement.
- e. 80% of assessed youth are diverted from Baker Acts.

f. 89% referred youth receive face-to-face safety assessment from MCRT.

*These performance measures may change from time to time; SJC shall provide Subcontractor timely notice of such changes.

2. Additional Performance Requirements:

- a. 100% of reportable incidents will be submitted as per the Department and SJC policy and procedures.
- b. 100% of all reports will be submitted on time.
- c. Subcontractor shall comply with any Corrective Action Plan instructions issued by SJC as a result of this Agreement.

D. Staffing Requirements:

1. Subcontractor shall have an appropriate number of staff to ensure the safety and well-being of the children in its charge and at a minimum (full-time equivalent) positions in accordance with the FTE allocation chart in Section 6.1(2) of the Agreement.
2. All staff paid under this contract shall meet the minimum qualifications and certification requirements established by the State of Florida for such positions.
3. Subcontractor representative designated in section 9.4 of this Agreement shall be responsible for all communication under this Agreement. If designated representative is unable to perform the duties of the Agreement, Subcontractor shall designate a new representative and immediately notify Contract Manager of the change.
4. Subcontractor shall ensure the designated Funded Positions provide Subcontractor Services in accordance with what is outlined in this Attachment I and the corresponding job description provided in Attachment VII of this Agreement.
5. The Subcontractor shall conduct a reference check on any current or former Department or any 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. The Department will not give a neutral reference, and the Lead Agency or Subcontractor will not accept a neutral reference, for any current or former employee of the Department seeking employment with Subcontractor.
6. SAYS shall attend the Behavioral Health Consortium meetings, Integrated Services Team (IST) Meetings, FIP all staff meetings and joint meetings with DCF and FIP.

E. Service Location and Equipment:

1. Subcontract shall have a physical location within the SJC service area from which services under this Agreement shall be provided. The subcontractor must notify SJC forty-five (45) days in advance of move and provide address.
2. Subcontractor must ensure services are available and provided 24 hours a day, 7 days a week, 365 days a year. Intake procedures and schedules must be flexible to accommodate service needs.

ATTACHMENT II

Certification Regarding Lobbying

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- I. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Name of Authorized Individual

Name of Organization

Address of Organization

ATTACHMENT III

Certification and Affidavit Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--

Contracts/Subcontracts

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).

INSTRUCTIONS

1. Each provider must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign this certification. SJC cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this Agreement is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. Subcontractor shall provide immediate written notice to the Contract Manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous due to changed circumstances.
4. **The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded",** as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Contract Manager for assistance in obtaining a copy of those regulations.
5. Subcontractor agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Agreement unless authorized by the Federal Government.
6. Subcontractor further agrees by submitting this certification that it will require each subcontractor of this Agreement to submit a signed copy of this certification.
7. SJC may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the Contract Manager's file. Subcontractor's certifications must be kept at the contractor's business location.

CERTIFICATION

- (1) Subcontractor certifies, by signing this certification, the following:
- a) Subcontractor is not barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity within the last 5 years;
 - b) Subcontractor is not under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on their ability to provide services to vulnerable populations, including, but not limited to, abused or neglected children, or which adversely reflects their ability to properly handle public funds;
 - c) Subcontractor is not currently involved, or has been involved within the last 5 years, with any litigation, regardless of whether as a plaintiff or defendant, which might pose a conflict of interest to the department, the state or its subdivisions, or a federal entity providing funds to the department;
 - d) Subcontractor has not had a contract terminated by the department for a failure to satisfactorily perform or for cause; or
 - e) Subcontractor has not failed to implement a corrective action plan approved by the department or any other governmental entity, after having received due notice.
- (2) Where the prospective Subcontractor is unable to certify to any of the statements in this certification, such prospective Subcontractor shall attach an explanation to this certification.

Signature

Date

ATTACHMENT IV

REPORTS

| Report Description | Due Date (following month of service) | Submit to SJC staff listed below: |
|--|--|--|
| Personnel Report with certification status | Within 15 days of contract execution and when personnel changes occur | Finance and Contract Manager |
| Compliance Report for Deaf and Hard of Hearing | 5 th day of the month | Finance and Contract Manager |
| Comprehensive Emergency Management Plan | At contract execution and when updates as needed | Finance and Contract Manager |
| Payment Request Invoice | 15 th day of the following month | Finance and Contract Manager |
| Expenditure and Revenue Reports- Attach documentation for expenditures in support of this report | Due monthly and must be received by the 15 th of the following month | Finance and Contract Manager |
| Performance Outcome Report | Due quarterly on the 15 th day following the end of each quarter (Quarter 2 is due April 15, 2019, Quarter 3 is due July 15,2019) | Finance and Contract Manager |
| Annual Individual Audit Report | No later than November for prior fiscal year | Finance and Contract Manager |

ATTACHMENT V

Monitoring, Audits and Record Retention

The administration of resources awarded by the SJC to the provider may be subject to audits as described in this attachment.

PART I

MONITORING BY SJC

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised, SJC and the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by SJC and Department staff, limited scope audits as defined by OMB Circular A-133, as revised or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by SJC and the Department. In the event SJC or the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by SJC and the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by SJC and the Department's inspector general, the state's Chief Financial Officer or the Auditor General.

SJC will limit administrative monitoring to once every three (3) years if the child welfare subcontractor is accredited by the Joint Commission, the Commission on Accreditation of Rehabilitation Facilities, or the Council on Accreditation of Children and FSC. Notwithstanding the survey or inspection of an accrediting organization specified in this paragraph, SJC may continue to monitor the subcontractor as necessary with respect to:

- (1) Ensuring that services for which SJC is paying are being provided.
- (2) Investigating complaints or suspected problems and monitoring the Subcontractor's compliance with any resulting negotiated terms and conditions, including provisions relating to consent decrees that are unique to a specific service and are not statements of general applicability.
- (3) Ensuring compliance with federal and state laws, federal regulations, or state rules if such monitoring does not duplicate the accrediting organization's review pursuant to accreditation standards.

Medicaid certification and precertification reviews are exempt from this subsection to ensure Medicaid compliance.

SJC may also accept results of monitoring from state agencies or other Community- Based Care Lead Agencies when the standards monitored by these entities distinctly and specifically meet or exceed those of SJC . SJC shall prepare and submit new or revised subcontract monitoring procedures specifying any such changes to the Department Contract Manager for approval prior to implementation.

PART 2

AUDITS

A. FEDERAL REQUIREMENTS

This part is applicable if the recipient is a state or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

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

Single Audit Information for Recipients of Recovery Act Funds:

- (a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act)

as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A- 102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A- 102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

- (b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.
- (c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.
- (d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

B. STATE REQUIREMENTS

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

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

financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

PART 3 REPORT

SUBMISSION

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

- A. Contract Manager for this contract (2 copies)
- B. Department of Children & Families (1 electronic copy and management letter, if issued)

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

address: single_audit@dcf.state.fl.us

- C. Reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part 1 of this Attachment shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

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

and other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

D. Copies of reporting packages required by Part 2 of this Attachment V shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General
Local Government Audits/342 Claude Pepper
Building, Room 401 111 West Madison
Street Tallahassee, Florida 32399-1450

Email address: flaudgen_localgovt@aud.state.fl.us

Subcontractors, when submitting audit report packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART 4

RECORD RETENTION

The recipient shall retain sufficient records or proof of transfer of record to SJC, demonstrating its compliance with the terms of this Agreement until the child reaches age thirty (30) from the date the audit report is issued and shall allow the Department or its designee, SJC Chief Financial Officer, or the Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department or its designee, SJC Chief Financial Officer, or the Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Department.

ATTACHMENT VI

Insurance

The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

The CONTRACTOR shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by a CONTRACTOR.

Additional Insured Endorsement:

1. SJC and the Department must be listed as additional insured on the general, professional and sexual abuse liability policies and provide proof of same.
2. SJC BOCC and the Florida Department of Children and Families need to be listed on two (2) separate certificates as two (2) separate certificate holders with the proper addresses for each provide a Certificate of Insurance and an Additional Insured Endorsement describing those specific insurance coverage selections.
3. The proper name and address to be listed for SJC as Certificate Holder is:
St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
4. The proper name and address to be listed for the DCF as Certificate Holder is:
Florida Department of Children and Families
5920 Arlington Expressway

Jacksonville, FL 32211

5. All endorsements must be listed under the description section of the Certificate of Insurance.
6. The Additional Insured Endorsement must have the proper wording.
7. The Additional Insured Endorsement shall state that this insurance shall be primary without right of contribution from any other insurance available to the "additional insured".
8. A copy of the Additional Insured Endorsement is to be attached to the Certificate of Insurance.

ATTACHMENT VII

ST. AUGUSTINE YOUTH SERVICES JOB DESCRIPTION

POSITION: Mobile Crisis Response Team (MCRT) Clinician - After hours

Status: Exempt

QUALIFICATIONS/COMPETENCIES:

1. A Florida License in the field of mental health counseling or social work and two years' clinical experience.
2. A valid Florida Driver's License
3. The ability to deal effectively with crisis situations.
4. The ability work cooperatively as a member of a team for the benefit of the children and the agency.
5. The ability to perform the following clinical functions including risk assessments, psychosocial evaluations case management and individual, group and family therapies.
6. The ability to present cases clearly and to communicate effectively on clinical issues with treatment team members and other professionals in the community.

RESPONSIBILITIES:

The Mobile Crisis Response Team's (MCRT) Clinician is responsible:

1. To the MCRT Supervisor.
2. For performing forty (40) hours of work weekly, including two weekend days per month. Evening hours are required at least once per month.
3. For providing individual, group and family therapy as outlined in the program description which shall follow the treatment plan of each child.
4. For providing the five functions of case management: planning, assessment, linking and advocacy, monitoring and discharge planning.
5. For following all policies and procedures of the organization.
6. For initiating a treatment plan and communicating that plan with next care provider or other identified party assisting family with recovery.
7. Complete progress reports and other required reports as needed by organization.
8. For attending all Multidisciplinary Team (MDT) meetings as requested by the Department of Children and Families.
9. For conducting risk assessments and coordinating and communicating with identified parties outcome and recommendations.
10. For performing other duties as required.
11. For maintaining knowledge of involuntary psychiatric evaluation procedures.
12. For scheduling and coordinating individual, group and family therapy.
13. For maintaining a list of community providers for referral services.
14. For reading and understanding the rules and regulations of 65E-10 and 65E-9.
15. For being a team leader and fostering communication between members to assure quality treatment for the children.
16. For following up and reporting all progress to relevant parties.
17. For reviewing recommendations and care plans with youth and parent and assuring the understanding of their part.
18. For following up after initial assessment for 72 hours.
19. For following all clinical directives given by the MCRT Supervisor, Chief Operations

Director and Executive Director.

20. For being on call when scheduled.

21. For responding to call within 60 minutes.

22. For providing on site services to families.

23. For obtaining release of information for relevant parties involved in recovery, education or care.

ATTACHMENT VIII

CLIENT COMPLAINT PROCEDURE

Health and Human Services (HHS) encourages children, families, community stakeholders and all clients to resolve complaints by utilizing the HHS complaint process; however should the complaint process not resolve a concern, families and community stakeholders will be referred to the grievance and appeal process to ensure continuous oversight and improvement in the quality of services. HHS ensures all concerns, complaints, and grievances received either verbally or in writing are responded to promptly and appropriately.

Standard protocol is to respond in the same manner in which the concern was received, e.g. verbal complaints responded to verbally, electronic mail response to concerns received via electronic mail, etc. The HHS system allows for complaints to be brought to the attention of any person within the organization. At the grievance level, The SJC Quality Assurance and Contract Management Department, is responsible for ensuring all grievances received at SJC administration are logged, addressed, and tracked to resolution/completion.

PROCEDURE:

1. A "complaint" is defined as a verbal or written report of dissatisfaction with the program, service delivered or personnel.
2. A "grievance" is defined as a verbal or written report of dissatisfaction with the inquiry/complaint system or decisions made by FIP staff as a result of an inquiry/complaint.

General

1. All clients will be advised by their assigned Dependency Case Manager (DCM) or Case Specialist at the time of the initial contact on the process for filing a complaint or accessing the grievance and appeal resolution process.
2. All persons submitting complaints and grievances will be treated with respect and dignity.
3. All complaints and grievances will be treated as important and will be processed effectively and efficiently according to timelines addressed in this policy and procedure.
4. Clients and potential clients of HHS who believe that they have been discriminated against may file a written complaint of discrimination within 180 days of the alleged discriminatory act with:
 - (a) Assistant Staff Director for Civil Rights
DCF Office of Inspector General
Office of Civil Rights
1317 Winewood Blvd Building 5, 2nd Floor
Tallahassee, FL 32399-0700
(805) 487-1901; TDD (950) 922-9230

OR

- (b) United States Department of Health and Human Service (HHS)
Attention: Office for Civil Rights
Atlanta Federal Center, Suite 3B70

61 Forsyth Street, S. W.
Atlanta, GA 30303-8909
(404) 562-7881 or TDD (404) 331-2867

How to Submit a Complaint or Initiate the Grievance Procedure

1. Submission of a complaint by phone, in person, by email, mail, Client Comment/Grievance Form or if received from The Department of Children and Families (DCF).
2. Submission of a SJC Grievance can also be made online using SJC's PRIDE System, located at <http://www.sjcfl.us/CodeEnforcement/PRIDE.aspx>

Complaint Process

1. HHS encourages and supports the need to resolve all complaints quickly and at the lowest level possible.
2. All persons are encouraged to submit complaints in the following fashion:
 - a. First submit the complaint information to their assigned Dependency Case Manager or Case Specialist.
 - b. If the complainant is not satisfied with the results of their speaking with the Dependency Case Manager or Case Specialist then they may contact the Dependency Case Manager's Supervisor or the Social Services Team Leader.
 - c. If the Supervisor does not provide a satisfactory resolution, the child, family member or community stakeholder may contact the Program Manager.
 - d. If contacting the Program Manager does not result in a satisfactory result, the child, family member or community stakeholder may begin the grievance process by submitting an online submission via the SJC PRIDE System.

It should be noted however that clients can submit complaints to any level in the HHS system and do not have to go through all of the steps. They may choose whichever level they are comfortable with for submitting their concerns.

Follow-up Procedure for Complaints Received

1. The employee receiving the complaint will seek to resolve the issue quickly and efficiently to the satisfaction of the complainant.
2. Within two work days of receipt of the complaint the employee will:
 - a) Address the complaint with the complainant
 - b) Seek to resolve the issue(s)
 - c) Consult with the next level supervisor if unable to rectify
3. Within two working days of receipt of the Complaint the supervisor will:
 - a) determine any next steps needed to address the complaint
 - b) Seek to resolve the issues with the complainant
 - c) Ensure the complainant is advised of the projected time by which a response will be provided
4. If the Supervisor is unable to resolve the complaint with the complainant the supervisor will submit the complaint to the Program Manager.

5. The Program Manager will attempt to resolve the issues with the complainant and will document the outcome of the attempt.
6. If the Program Manager is unable to resolve the issue the Program Manager will inform the complainant of the formal HHS grievance procedures.

Procedure for Grievances Received by the SJC PRIDE System

1. When a grievance is received from any source, the Contracts and Quality Assurance Coordinator or designee will, within one work day of receipt of the grievance, ensure the complainant is advised, either verbally or in writing, that the complaint was received and is informed of the SJC administration process for reviewing and resolving complaints.
3. Within one work day of receipt of a grievance by phone, mail or email will log the complaint into the PRIDE database and will create an assignment to ensure appropriate follow-up is achieved. The complainant can also enter a grievance online themselves at <http://www.sjcfl.us/CodeEnforcement/PRIDE.aspx>. The assignment, with actions necessary and designated timeframes for response, will be forwarded, through the SJC PRIDE database system, to a HHS staff member who will be responsible for ensuring the completion of the assignment by the date established within the assignment.
2. The HHS staff member designated respondent will review the complaint, contact and discuss with the complainant, and in accordance with the assignment and timeframes given, document the steps taken in the review process, actions taken, changes made and a proposed response to the complainant. Documentation shall be forwarded to the Contract and Quality Assurance Coordinator or designee to update the grievance status in the SJC PRIDE database. The Contract and Quality Assurance Coordinator is responsible for tracking all grievances entered into the SJC PRIDE database. Documentation shall also be forwarded and discussed with the HHS Director or designee.
3. The HHS Director or designee, within one work day of receipt will review the documentation and the proposed response and determine if the actions taken and the proposed response are sufficient.
4. If not sufficient the HHS Director or designee, will request additional or corrected information and provide specific information regarding what is needed to adequately complete the response. An amended timeframe for completion will be identified as well.
5. If the documentation and the proposed response are deemed sufficient, the HHS Director or designee will notify the responder and the Contracts and Quality Assurance Coordinator or designee that the response is approved and the complaint has been closed.
6. The Contracts and Quality Assurance Coordinator or designee, will update the PRIDE database with the resolution and actions taken to close the grievance in the database.
7. All complaints received will be resolved within five to ten workdays of receipt or the reason for the delay will be noted in the SJC PRIDE database system for the specific complaint that is experiencing a delayed response.
8. If a complaint is not resolved to the satisfaction of the complainant, the HHS Director or designee in charge of the response will advise the complainant of the HHS grievance and appeals procedure.

Follow-up on Complaints Received through the Department of Children and Families Client Relations Office

1. The FIP Program Manager serves as the single point of contact to the DCF Client Relations Coordinator and is responsible for ensuring timely and complete responses to complaints related to FIP or sub-contract providers that are received by the DCF Client Relations Coordinator and require a review and complete or joint response.
2. Within one working day of receipt the Program Manager will review the complaint, supporting documentation and assignment requirements received from the DCF Client Relations Coordinator.
3. The FIP designated respondent will review the complaint, discuss with the complainant, and in accordance with the assignment and timeframes given, document the steps taken in the review process, actions taken, changes made and a proposed response to the complainant.
4. The Program Manager, or their designee, will, within one work day of receipt, review the documentation and the proposed response and will determine if the actions taken and the proposed response are sufficient.
5. If not sufficient the Program Manager will request additional or corrected information and provide specifics regarding what is needed to adequately complete the response. An amended timeframe for completion will be identified as well.
6. If the documentation and the proposed response are sufficient the FIP Program Manager will approve the response and notify the responder that the response is approved and complaint has been closed in the database.
7. For all completed and approved responses the FIP Program Manager will forward the response to the DCF Client Relations Coordinator for closure of the DCF assignment.
8. Any follow-up clarification or action will be communicated by the DCF Client Relations Coordinator to the FIP Program Manager to ensure a timely response.

Grievance and Appeals Resolution Process

1. When a grievance cannot be resolved to the satisfaction of the complainant they will be notified of the HHS process for filing an appeal.
2. The appeal may be submitted via face to face contact, telephone call, letter, or email directly to the County Administrator.

A Grievance Related to the Case Plan or Permanency Planning

1. May be addressed through a Family Team Conference, Permanency Review or a clinical case file review by Quality and Risk Management within five workdays of the initial meeting that failed to reach a mutually satisfactory resolution.
2. A Family Team Conference or Permanency Review will at a minimum include the family members, Dependency Case Manager, Team Leader, Guardian ad Litem, attorney for DCF, Guardian ad Litem program, and service providers as deemed appropriate.

3. If the Program Manager concludes a clinical case file review is needed, a request will be documented on the Case Staffing Form within three workdays.
4. Once the Family Team Conference, permanency review or clinical case file review is completed, the outcome will be summarized in writing within three workdays and a copy of the summary will be provided to the Program Manager and participants.
5. If the Family Team Conference or Permanency Review successfully resolved the complaint, the Program Manager will ensure all agreed upon follow-up action is tracked to timely completion.
6. If the Family Team Conference, Permanency Review or completed clinical case file review did not resolve the complaint to the satisfaction of the complainant, the Program Manager will document the outcome within three workdays of determining the matter cannot be successfully resolved and forward to the HHS Director, or designee for review and final response.

A Grievance Related to Personnel

1. The HHS Director, or designee, will review and assign to the appropriate HHS department head (Program or Finance and Administration) within one workday for the particular employee(s) involved.
2. The HHS Director, or their designee, will determine the level, timeframes, and expectations for response by the appropriate FIP department head.
3. The HHS Director, or their designee, will be responsible for all follow-up and documentation of actions taken, as well as resolution of the complaint, or need for further review and resolution.
4. Completed documentation on the proposed or agreed upon resolution will be returned to the HHS Director, or their designee, within two work days for monitoring and tracking purposes.

A Grievance Related to a Network Provider

1. Will be reviewed and assigned by the FIP Program Manager to the Contract and Quality Assurance Coordinator or designee within one workday.
2. The HHS Director or designee will determine the level, timeframes, and expectations for response by the assigned Contract and Quality Assurance Coordinator or their designee.
3. The Contract and Quality Assurance Coordinator or designee may request the assistance of the FIP Program Manager or other related staff as determined appropriate.
4. The Contract and Quality Assurance Coordinator, or their designee, will be responsible for all follow-up and documentation of actions taken, as well as resolution of the grievance, and or need for further review and resolution. The Contract and Quality Assurance Coordinator shall report to the HHS Director or designee on all actions taken towards resolution.

Final Authority

1. The HHS Director or designee retains final authority to address dissatisfaction not resolved through the Grievance and Appeal Resolution Process.

2. All prior reviews, responses, proposed and implemented actions will be reviewed and a final decision made and communicated to the child/youth/parent by the HHS Director, or designee in writing within five workdays of receiving the request for final review.
3. Final legal authority and decision-making rests with the Court in Dependency cases.

Tracking and Data Collection

1. The FIP Program Manager and Social Services Team Leader is responsible for monitoring and tracking the timely resolution/completion of reviews and responses to complaints and grievances.
2. Tracking responses that are not complete will be continually monitored by the FIP Program Manager and the Social Services Team Leader and then reviewed by the HHS Executive Team.
3. HHS will collect data monthly. Data collected will include, but not be limited to, number and category of complaints and grievances received, number resolved within established timeframes, and number of complaints and grievances where allegations were determined to be founded.
4. The FIP Program Manager and the Social Services Team Leader will summarize an analysis of the complaints and grievances received for the previous month and provide this report to the monthly Continuous Quality Improvement Meetings and to the HHS Executive Team.
5. Representatives from all areas of HHS meet once a month at the Safety Committee meetings. All representatives will bring data to this meeting for discussion and analysis.
6. HHS quality assurance personnel will collect and analyze the information received to determine trends that need to be addressed.
7. The data collected will be utilized by various HHS Quality Improvement Team Meetings to ensure changes are implemented appropriately.

ATTACHMENT IX

This Attachment contains the terms and conditions governing the Subcontractor's access to and use of Protected Health Information and provides the permissible uses and disclosures of Protected Health Information by the Subcontractor, also called "Business Associate."

Section 1. Definitions

I.I Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules found at 45 CFR Part 160 and Part 164: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

1.2.1 "Business Associate" shall generally have the same meaning as the term "Business associate" at 45 CFR §160.103, and for purposes of this Attachment shall specifically refer to the Subcontractor.

1.2.2 "Covered Entity" shall generally have the same meaning as the term "Covered entity" at 45 CFR §160.103, and for purposes of this Attachment shall refer to the Department.

1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR §160.103 and is defined as an individual to whom a business associate delegates a function, activity, service, other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

2.1.1 Not use or disclose Protected Health Information other than as permitted or required by this Attachment or as required by law;

2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR §164.308, physical safeguards as set forth at 45 CFR §164.310, and technical safeguards as set forth at 45 CFR §164.312; including, policies and procedures

regarding the protection of PHI and/or ePHI set forth at 45 CFR §164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Subcontractor creates, receives, maintains or transmits on behalf of the Department;

2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR §164.500 and §164.502(E) of the Privacy Rule (42 U.S.C. § 1320d-5 and § 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

2.1.4 Report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Attachment of which it becomes aware, including breaches of unsecured Protected Health Information as required at 45 CFR § 164.410, and any security incident of which it becomes aware;

2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;

2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).

2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;

2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S.;

2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;

2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department;

2.1.11 In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of §164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the Subcontractor shall provide written certification that its implementation complies with the terms of 45 CFR §164.532(d);

2.1.12 Make available Protected Health Information in a designated record set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR §164.524;

2.1.13 Make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR §164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR §164.526;

2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR §164.528;

2.1.15 To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

1.1 The Business Associate may only use or disclose Protected Health Information covered under this Attachment as listed below:

3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.

3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.

3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.

3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.

3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department with data analyses relating to the healthcare operations of the Department (as defined in 45 C.F.R. §164.501).

3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR §164.514(b).

3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR §164.501, 45 CFR §164.508 and 45 CFR §164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

4.1 Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR §164.520, to the

extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

- 4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- 4.3 Covered Entity shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Section 5. Termination

5.1 Termination for Cause

5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:

5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;

5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or

5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

5.2.1 Upon termination of this Attachment for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

5.2.1.1 Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

5.2.1.2 Return to Covered Entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the

remaining Protected Health Information that the Business Associate still maintains in any form;

5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

5.2.1.4 Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

5.2.1.5 Return to Covered Entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5.2.1.6 The obligations of Business Associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

- 6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.