

RESOLUTION NO. 2022-474

**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 NATIONAL YOUTH ADVOCACY PROGRAM, INC. TO PROVIDE INTENSIVE FAMILY FOSTER CARE SERVICES; AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.**

**WHEREAS**, Community Based Care (CBC) is requesting Board approval of the terms, provisions, conditions and requirements of an Agreement between St. Johns County, on behalf of the St. Johns Community Based Care Family Integrity Program, and National Youth Advocacy Program, Inc. to provide eligible St. Johns County families with Intensive Family Foster Home Services; and

**WHEREAS**, the Intensive Family Foster Home Services Program provides care and supervision of children placed in their care by St. Johns County, or designee, to ensure the safety and well-being of children who have been removed from their home as a result of allegations of abuse, neglect, and abandonment; and

**WHEREAS**, under the Agreement, National Youth Advocacy, Inc. will provide activities, support, and clinical treatment services to address each child's individual physical, social, emotional, and educational needs consistent with the child's case plan, the Comprehensive Behavioral Health Assessment and individualized service plan or treatment plan; 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 National Youth Advocacy Program, Inc. for Intensive Family Foster Home Services in substantially the same form as attached hereto and authorizes the County Administrator, or designee, to execute the 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.

20<sup>th</sup> **PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this day of December, 2022.

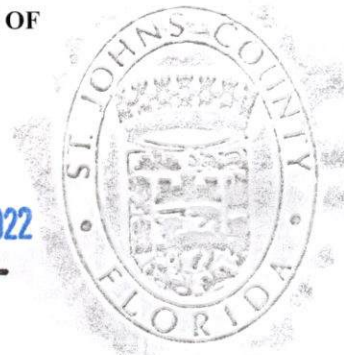
**BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**

By:   
Christian Whitehurst, Chair

ATTEST: Brandon J. Patty, Clerk of the Circuit Court and Comptroller

By:   
Deputy Clerk

Rendition Date DEC 20 2022



**Contract between  
St. Johns County, Florida  
and  
National Youth Advocate Program, Inc.**

**THIS CONTRACT** is entered into between St. Johns County, Florida, a political subdivision of the state of Florida ("SJC"), as the Lead Agency for child welfare services in Circuit 7 and National Youth Advocate Program, Inc., a not for profit corporation registered to do business in the state of Florida ("Provider").

SJC has entered into a contract with the Florida Department of Children and Family Services, relating to the administration and delivery of protective services supervision and social services to children and families in St. Johns County who are referred to SJC by DCF; SJC is responsible for providing and coordinating all services for children and their families with multiple needs who are enrolled in SJC and are served by multiple providers; the Provider is in the business of delivering quality child welfare services; and SJC and the Provider mutually desire that the Provider deliver child welfare services to clients (as defined below) in a cost-effective manner consistent with quality care.

**NOW THEREFORE**, in consideration of the mutual undertakings and contracts hereinafter set forth, SJC and the Provider agree as follows:

**SECTION ONE: ENGAGEMENT, TERM AND CONTRACT DOCUMENT**

**1.1 Authority:** Section 409.1671, F.S., authorizes the Florida Department of Children and Families (DCF or the "Department") to contract for community- based child welfare services, designating the contractor as an authorized agent of the state when performing child welfare functions. SJC is the contracted provider of child welfare services within St. Johns County in accordance with this statute.

**1.2 Purpose and Contract Amount:** SJC is engaging the Provider for the purpose of community-based care services for the provision of foster care and related services, as further described in Attachment I attached hereto and incorporated herein by reference. The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract and as further described in Attachment I. Except advances, if any, provided for in this Contract, these deliverables must be received and accepted by the Contract Manager in writing prior to payment, subject to subsequent audit or review to confirm compliance with this Contract. Unless otherwise provided in the procurement document, if any, or governing law, SJC reserves the right to add services that are incidental or complimentary to the original scope of services. Except where the method of payment is prescribed by law, compensation will be equitably adjusted by SJC to the extent that it prescribes a fixed price (previously called "fixed fee") payment method or does not provide a method of payment for added tasks. Services provided under this Contract are payable as describe herein and in Attachment I, in an amount not to exceed \$ 145,371 for term 02/01/2023-06/30/2023\_\_.

**1.3 Official Payee and Party Representatives:**

a. The name, address, telephone number and e-mail address of the Provider's official payee to whom the payment shall be made is:

Name: National Youth Advocate Program, Inc.  
Address: 1801 Watermark Dr. Suite 200  
City: Columbus State: OH Zip Code: 43215  
Phone: (877) 692-7226 E-mail: frashiyani@nyap.org

b. The name, address, telephone number and e-mail address of the Provider's representative responsible administration of the program under this Contract is:

Name: Neiko Shea  
Address: 700 W. Hillsboro Blvd. Bldg. 2, Suite 204  
City: Deerfield Beach State: FL Zip Code: 33441  
E-mail: nshea@nyap.org

c. The name address, telephone number and email address of the SJC Contract Manager for this Contract is:

Name: Raechel Meeks  
Address: 200 San Sebastian View, Suite 2300  
City: St. Augustine State: FL Zip Code: 32084  
E-mail: rmeeks@sjcfl.us  
Phone: (904) 209-6094

d. The name of contact person, address, telephone number, and email address where the Provider's financial and administrative records are maintained:

Name: Fiyona Rashiyani  
Address: 1801 Watermark Dr. Suite 200  
City: Columbus State: OH Zip Code: 43215 E-mail: frashiyani@nyap.org

**1.4 Effective and Ending Date:** This Contract shall be effective on February 1, 2023, or the last date executed by a party, whichever is later, and it shall end at midnight, Eastern Standard Time, on June 30, 2023, subject to the survival of terms provisions of Section 7.4 hereof. This Contract may be renewed in accordance with ss. 287.057(13) or 287.058(1)(g), F.S. This contract may be auto-renewed for two, one-year terms. Such renewal shall be made by mutual agreement of the parties and shall be contingent upon satisfactory performance evaluations as determined by SJC and shall be subject to the availability of funds. Any renewal shall be in writing as an amendment to this Contract and subject to the same terms and conditions as set forth in this initial Contract.

**1.5 Contract Document:** The Provider shall provide services in accordance with the terms and conditions specified in this Contract including Attachments I-VI and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties.

## SECTION TWO: STATEMENT OF WORK

**2.1 Statement of Work:** The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract and as further described in Attachment I. Unless otherwise provided in the procurement document, if any, or governing law, SJC reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under Attachment I will be equitably adjusted by SJC to the extent that it prescribes a fixed price payment method or does not provide a method of payment for added tasks.

**2.2 Performance Measures:** To avoid contract termination, Provider's performance must meet the minimum acceptable level of performance set forth in Attachment I. By execution of this Contract, the Provider hereby acknowledges and agrees that its performance under this Contract must meet these minimum performance measures and that it will be bound by the conditions set forth therein. If the Provider fails to meet these measures, SJC, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of SJC within the prescribed time, and if no extenuating circumstances can be documented by the Provider to SJC's satisfaction, SJC must terminate the Contract. SJC has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

## SECTION THREE: PAYMENT, INVOICE, AND RELATED TERMS

**3.1 Payment for Services:** SJC shall pay for contracted services performed by the Provider during the service period of this Contract according to the terms and conditions of this Contract not to exceed the amount specified in Attachment I, subject to the availability of funds and SJC's determination of satisfactory performance of all terms by the Provider. The provider shall seek reimbursement for only those services that have been authorized by SJC as specified in Attachment I of this Contract. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by SJC per Section 3.2 and shall remain subject to subsequent audit or review to confirm Contract compliance. SJC's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

**3.2 Prompt Payment and Vendor Ombudsman:** Per section 215.422, F.S., SJC has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract elsewhere specifies otherwise. SJC determination of acceptable services shall be conclusive. SJC receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. For any amount that is authorized for payment but is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by SJC or the goods or services are received, inspected, and approved (or within thirty-five (35) days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

**3.3 Compensation for Services:** For services rendered to clients in accordance with the terms of this Contract, and for fulfillment of the Provider's other obligations under this Contract, the Provider shall accept as payment in full the amount or amounts set forth in the fee schedule for such services, outlined in Attachment I of this Contract. Payment to the Provider will be made within 30 days after SJC's receipt of a timely and properly completed invoice. SJC reserves the right to make estimated payments prior to the completion of the service period with subsequent monthly reconciliation to actual expenditures as deemed prudent in the normal course of business.

SJC will not pay the Provider for services not rendered due to unplanned absences, including days or times that a client is absent due to hospitalization. SJC shall make the final determination as to whether services have been delivered after consultation with the Provider.

**3.4 Invoices:** The Provider shall submit an invoice to SJC on a monthly basis through submission of a properly completed invoice within five (5) days following the end of the month for which reimbursement is being requested. Each invoice shall at a minimum include, description of services rendered and/or name of child, date of birth, social security number, contract number, month of service, Provider's address, and FEID and/or SSN Number. The Provider is not obligated to use a SJC invoice as long as this information is provided at the time of billing. The Provider shall seek reimbursement for only those services that have been authorized by SJC as specified in Attachment I of this contract. SJC shall not be obligated to make any payment to the Provider if the Provider does not follow SJC's billing procedures, unless and until necessary corrections are made by the Provider.

**3.5 Final Invoice:** The final invoice for payment shall be submitted to SJC no more than 30 days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and SJC will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all reports due from the Provider and necessary adjustments thereto, have been approved by SJC.

**3.6 Financial Consequences:** If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, SJC will apply financial consequences provided for in Section 6. The parties agree that the penalties provided for under Section 6 constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not

limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides or termination of contract per Section 6 and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 3.7, to the extent of such error.

**3.7 Overpayment and Offsets:** The Provider shall return to SJC any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by SJC and any interest attributable to such funds. Should repayment not be promptly made upon discovery by the Provider or its auditor or upon written notice by SJC, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by SJC to not be in full compliance with Contract requirements shall be deemed overpayments. SJC shall have the right at any time to offset or deduct from any amount due under this or any other contract or agreement any amount due to SJC from the Provider under this or any other contract or agreement. If this Contract involves federal or state financial assistance, the following applies: The Provider shall return to SJC any unused funds; any accrued interest earned; and any unmatched grant funds; as detailed in the Final Financial Report, no later than 30 days following the ending date of this Contract.

## **SECTION FOUR: GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE**

**4.1 Compliance with Statutes, Rules and Regulations:** In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all state and federal laws, rules, Children and Families Operating Procedures (CFOPs), regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, including but not limited to those described in Section 8.1 of this Contract. The Provider shall comply with the policies set forth in the Department of Financial Services' Reference Guide for State Expenditures and active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing.

**4.2 State Policies:** The Provider shall comply with the policies set forth in the Department of Financial Services' Reference Guide for State Expenditures and active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing.

### **4.3 Independent Contractor, Subcontracting and Assignments:**

a. In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a state agency. Neither the Provider nor any of its agents, employees, subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind SJC or the Department by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this Contract.

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

c. The Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of SJC, which shall not be unreasonably withheld. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida.

d. SJC shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Contract to a governmental agency in the State of Florida or to a provider of SJC's selection, upon giving prior written notice to the Provider. In the event of assignment by either party, this Contract shall remain binding upon the lawful successors in interest of the Provider and SJC.

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

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

g. To the extent that a subcontract provides for payment after Provider's receipt of payment from SJC, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from SJC in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (0.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the

outstanding balance due.

**4.4 Provider Indemnification:** The Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Department, SJC, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and attorney's fees, arising out of or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement and alleged to be caused in whole or in part by the Provider, its agents, employees, partners, or subcontractors; provided, however, that the Provider shall not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omission of SJC or the Department.

Further, the Provider shall fully indemnify, defend, and hold harmless the Department and SJC from any suits, actions, damages, and costs of every name and description, including attorney's fees arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, related to or arising from the performance of this Contract; provided, however, that the foregoing obligation shall not apply to the Department's and/or SJC's misuse or modification of the Provider's products or the Department and/or SJC operation or use of the Provider's products in a manner not contemplated by this Contract. If any product is the subject of an infringement suit, or in the Provider's opinion is likely to become a subject of such a suit, the Provider may at its sole expense procure for the Department and/or SJC the right to continue using the product or to modify it to become non-infringing. The Department and/or SJC shall not be liable for any royalties. If the Provider removes an infringing product because it is not reasonably able to modify that product or secure the Department and/or SJC the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that the Department and/or SJC determines to be of equal or better functionality or be liable for the Department's and/or SJC's cost in so doing.

The Provider's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the Department and/or SJC giving the Provider (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the Provider's sole expense, (3) assistance in defending the action at the Provider's sole expense. The Provider shall not be liable for any cost, expense, or compromise incurred or made by the Department and/or SJC in any legal action without the Provider's written consent, which shall not be unreasonably withheld.

The Provider shall indemnify the Department and/or SJC for all costs and attorney's fees arising from or relating to the Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record including litigation initiated by the Department and/or SJC.

The Provider shall include in all subcontracts and require the subcontractors providing foster care and related services, include the requirement that such contracted entities indemnify, defend, and hold harmless the Department, SJC, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, arising from or relating to any alleged act or omission by the contracted entities, their agents, employees, partners, or subcontractors alleged to be caused in whole or in part by the contracted entities, their agents, employees, partners or subcontractors; provided, however, that the contracted entities shall not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of the Department and/or SJC. The language in this section notwithstanding, in any perceived conflict between the terms of this agreement and s. 409.993, F.S., or s. 39.011, F.S., the statutory provisions control.

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

The indemnification responsibilities defined in this provision shall survive expiration or termination of this Contract.

**4.5 Insurance:** The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract, and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. Upon the execution of this Contract, The Provider shall furnish SJC written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. SJC reserves the right to require additional insurance as specified in this Contract.

The Provider shall through contract require that its' subcontractors maintain insurance in accordance with section 409.993, F.S., and any subsequent amendments to the statute and the following requirements:

- a. The Provider, and its subcontractors that are direct providers of foster care and related services to children and families, shall maintain continuous adequate general liability coverage in accordance with section 409.993, F.S. The Provider, and its subcontractors that are direct providers of foster care and related services to children and families, shall maintain continuous adequate professional liability insurance coverage, including coverage for abuse and neglect, with

the same limits and any other requirements of the statute for general liability insurance. The Provider and all its subcontractors shall maintain continuous adequate non-owned automobile liability coverage in accordance with section 409.993, F.S.

All Provider and subcontractor policies of insurance shall be provided by insurers licensed or eligible to do business in Florida and require the insurer 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 non-renewal.

- b. The Provider shall, and through contract, require its subcontractors to provide, SJC and the Department with Acord® 25 certificates of liability insurance naming SJC as an additional insured and certificate holder and the Department as a certificate holder evidencing such insurance to be in full force and effect at all times during the term of this Contract, attached to a certification, signed by a Provider authorized representative, that the Provider is in compliance with all applicable federal and state statutory and regulatory insurance requirements.

Submission of the foregoing shall not operate as acceptance by SJC of the adequacy of such policies to comply with these requirements.

The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this Contract.

The Provider shall obtain and maintain, at its expense, at all times throughout the term of this Contract, one or more policies of professional liability and commercial general liability insurance with an insurance company or companies licensed in the State of Florida. The policies will have limits of not less than one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) in the annual aggregate to cover any loss, liability or damage alleged to have been committed by the Provider, its employees, agents, independent contractors, volunteers and/or students. The Provider agrees to maintain insurance for general, professional, and non-owned automobile liability per 409.993, F.S. during the existence of this Contract and any renewal(s) and extension(s). Upon the execution of this Contract, the Provider shall provide SJC and the Department with Acord® 25 certificates naming SJC as an additional insured and certificate holder and the Department as a certificate holder. The Provider shall furnish written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to expiration or cancellation. Within 30 days of execution of this Contract, the Provider shall submit the signed Insurance Attestation form.

**4.6 Notice of Legal Actions:** The Provider shall notify SJC of potential or actual legal actions against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact SJC. The Provider shall notify the SJC Contract Manager within ten (10) days of the Provider becoming aware of such actions or potential actions from the day of the legal filing, whichever comes first.

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

- a. If the Provider uses or delivers to SJC or the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in the Special Provisions of Attachment I as having specific limitations, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by SJC and the Department its employees, agents, or contractors during the term of this Contract and perpetually thereafter.

- b. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract.

**4.8 Transition Activities:** Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Contract and shall support the requirements for transition as specified in a SJC approved Transition Plan, which shall be developed jointly with the new provider in consultation with SJC.

In the event that SJC's contract with the Department is terminated, the Provider shall provide reasonable cooperation in transitioning SJC's responsibilities under this Contract and under the DCF contract to any other person or entity selected by the Department to assume such responsibilities.

**4.9 Real Property:** Any state funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, if the Provider disposes of the property before SJC's interest is vacated, the Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

**4.10 Publicity:** Without limitation, the Provider and its employees, agents, representatives will not, without prior SJC and/or the Department's written consent in each instance, use in advertising, publicity or any other promotional endeavor, any SJC or State mark, the name of SJC or the State agency or affiliate or any officer or employee of SJC or the State or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by SJC or the State of Florida, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective customers.

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

**4.12 Employee Gifts:** The Provider agrees that it will not offer to give or give any gift to any SJC or Department employee during the service performance period of this Contract and for a period of two years thereafter. In addition to any other remedies available to SJC or the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

**4.13 Mandatory Reporting Requirements:** The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident (as defined in CFOP 180-4) shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the contract manager; and 2) other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml> by completing a Notification/Investigation Request (form CF 1934) and emailing the request to the Office of Inspector General at [ig\\_complaints@myflfamilies.com](mailto:ig_complaints@myflfamilies.com). The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard Building 5, 2<sup>nd</sup> Floor, Tallahassee, Florida 32399-0700; or via fax at (850) 488-1428. A reportable incident is defined in CFOP 180-4, Mandatory Reporting Requirements of the Office of Inspector General, which may be obtained from the Contract Manager. Reportable incidents per CFOP 180-4 are:

- a. Inappropriate employee acts or omissions that result in client injury, abuse, neglect, or death.
- b. Fraud.
- c. Theft.
- d. Breaches of confidentiality by an employee, unless inadvertent and self-reported (e.g., revealing a reporter's name, providing confidential documents to unauthorized persons, access of client files for non-business reasons, providing information from client files such as medical or benefits information, etc.) immediately upon confirmation by the circuit.
- e. Falsification of official records (e.g., intentional alteration of State documents, misrepresentation of information during an official proceeding, intentional falsification of client case records, case notes, client contact reports, visitation records, or client home visits, creating false and fictitious files, etc.).
- f. Misuse of position or State property, employees, equipment or supplies, for personal gain or profit (e.g., misuse of telephonic and communication devices, use of staff for personal services, soliciting on State property, conspiracy to conceal State property, misuse of the Internet to conduct personal business as defined in policy, etc.).
- g. Failure to report known or suspected neglect or abuse of a client.
- h. Improper expenditure or commitment of public funds.
- i. Contract mismanagement by a SJC employee or a contractor, subcontractor, or employee of either (e.g., waste, misuse, or loss of a significant amount of public funds, evidence of egregious lack of judgment in the use of public funds, evidence that State or Federal laws, or State rules or Federal regulations have been violated, etc.).

j. Computer related misconduct (e.g., accessing FLORIDA, Florida's Safe Families Network (FSFN), system files of clients when there is no direct business involvement with the client, accessing inappropriate or pornographic web sites, sending threatening or harassing messages, misuse of email, etc.).

k. Any violation under Chapter 435, F.S., Employment Screening that would result in a disqualification from client contact duties (e.g., conviction for murder, manslaughter, assault and battery, kidnapping, false imprisonment, sexual battery, theft, robbery, child abuse, abuse and/or neglect of an elderly or disabled adult, sale of a controlled substance, resisting arrest, contributing to the delinquency of a minor, or other disqualifying offense).

l. Any other wrongdoing that would be violation of statute, rule, regulation, or policy, excluding job performance and related deficiencies.

**4.14 Employment Screening:** The Provider shall ensure that all staff utilized by the Provider and its subcontractors (hereinafter, "Contracted Staff") that are required by Florida law to be screened in accordance with chapter 435, F.S. and by CFOP 60-25, Chapter 2, which is hereby incorporated by reference to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

- a. Employment history checks.
- b. Fingerprinting for all criminal record checks.
- c. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE).
- d. Federal criminal records check from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and
- e. Security background investigation, which may include local criminal record checks through local law enforcement agencies.
- f. Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed with the employer.

The Provider shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

The Department and SJC require, as applicable, the use of the Officer of Inspector General's Request for Reference Check form (CF774), which states: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management or OPS position with the Department of Children and Families or a Contract or sub-contract provider, a check with Office of Inspector General (IG) is required to determine if the individual is or has been a subject of an investigation with the IG's Office. The request will only be made on the individual that is being recommended to be hired for the position if that individual has previously worked for the Contract or sub-contract provider, or if that individual is being promoted, transferred or demoted with the Contract or sub-contract provider".

**4.15 Human Subject Research:** The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 U.S.C. §§ 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

**4.16 Coordination of Contracted Services:** Section 287.0575, F.S., mandates various duties and responsibilities for certain state agencies and their contracted service providers and requires the following Florida health and human services agencies to coordinate their management of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs, and Department of Veterans Affairs, where applicable.

In accordance with Section 287.057(2), F.S., each contract service provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of their health and human services contracts to their Contract Manager(s). The list must include the following information:

- a. Name of each contracting state agency and the applicable office or program issuing the contract.
- b. Identifying name and number of the contract.
- c. Starting and ending date of each contract.
- d. Amount of each contract.
- e. A brief description of the purpose of the contract and the types of services provided under each contract.
- f. Name and contact information of each Contract Manager.

## **SECTION FIVE: RECORDS, AUDITS AND DATA SECURITY**

### **5.1 Records, Retention, Audits, Inspections, and Investigations:**

- a. The Provider shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SJC under this Contract. Upon demand, at no additional cost to SJC, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period. These records shall be made available at all reasonable times for inspection, review, copying,

or audit by Federal, State, or other personnel duly authorized by SJC or the Department.

b. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to SJC.

c. At all reasonable times for as long as records are maintained, persons duly authorized by SJC, the Department and Federal auditors, pursuant to **2 CFR, section R § 200.336**, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

d. A financial and compliance audit shall be provided to SJC as specified in this Contract and in Attachment III.

e. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

f. No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers, or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

**5.2 Inspections and Corrective Action:** The Provider shall permit all persons who are duly authorized by SJC and the Department to inspect and copy any records, papers, documents, facilities, goods, and services of the Provider which are relevant to this Contract, and to interview any clients, employees, and subcontractor employees of the Provider to assure SJC of the satisfactory performance of the terms and conditions of this Contract. Following such review, SJC may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in SJC's direction. This provision will not limit SJC's choice of remedies under law, rule, or this Contract.

As lead agency, SJC shall be the primary holder of this Contract for services rendered under the terms and conditions of this Contract since the Provider's agency/facility/program is residence of St. Johns County. Other lead CBC's who utilize the Provider for these same services may utilize SJC monitoring report(s) in lieu of conducting a separate monitoring by their agency of the Provider.

**5.3 Utilization Review and Quality Management Programs:** Upon request, the Provider shall document aggregate and individual data in a timely and accurate fashion in order to assist SJC in evaluation of the effectiveness of services delivered by the Provider as well as the Provider's compliance with this Contract. In addition, the Provider shall participate upon request and reasonable notice in regular evaluation, quality assurance and improvement activities performed by SJC, and any other licensing and/or accrediting body during the term of this Contract.

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

Any claim by the Provider of trade secret (proprietary) confidentiality for any information contained in the Provider's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to SJC in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:

- a. The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.
- b. SJC, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 5.3.2.1. Accompanying the submission shall be an updated version of the justification under Section 5.a., correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, SJC is authorized to produce the records sought without any redaction of proprietary or trade secret information.

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

**5.5 Health Insurance Portability and Accountability Act:** The Provider certifies that neither it nor its subcontractors will have access to, receive or provide Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (42 U.S.C. § 1320d.) and the regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) incidental to performance of this Contract. In compliance with 45 CFR § 164.504(e), the Provider shall comply with the provisions of Attachment VI to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractor's incidental to the Provider's performance of this Contract.

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

- a. An appropriately skilled individual shall be identified by the Provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the SJC's security staff and will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all Provider employees that request or have access to any Departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated Provider employees.
- b. The Provider shall provide the latest Departmental security awareness training to its staff who have access to Departmental information.
- c. All Provider employees who have access to Departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Non-Disclosure Agreement Form CF-112 annually. A copy of Form CF-112 may be obtained on the DCF Website or from the Contract Manager.
- d. The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and mobile storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the Provider shall assure that unencrypted personal and confidential Departmental data will not be stored on unencrypted storage devices.
- e. The Provider agrees to notify the Contract Manager as soon as possible, but no later than five (5) working days following the determination of any breach or potential breach of personal and confidential Departmental data.
- f. The Provider shall at its own cost provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential Departmental data as provided in section 817.5681, F.S. The Provider shall also at its own cost implement measures deemed appropriate by SJC and the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential Departmental data.

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

**5.7 Public Records:** The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. As required by section 287.058(1)(c), F.S., it is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which SJC may unilaterally terminate the Contract.

As required by section 119.0701, F.S., to the extent that the Provider is acting on behalf of SJC within the meaning of section 119.011(2), F.S., the Provider shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by SJC in order to perform the service.
- b. Upon request from SJC custodian of public records, provide to SJC a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Provider does not transfer the records to SJC.
- d. Upon completion of the Contract, transfer, at no cost, to SJC all public records in possession of the Provider or keep and maintain public records required by SJC to perform the service. IF the Provider transfers all public records to SJC upon completion of the Contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SJC, upon request from SJC's custodian of public records, in a format that is compatible with the information technology systems of SJC.

**IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER**

**119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 904-209-0850, OR BY EMAIL AT [publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us), OR BY MAIL AT: St. Johns County, 500 San Sebastian View, St. Augustine, FL 32084.**

## **SECTION SIX: PENALTIES, TERMINATION AND DISPUTE RESOLUTION**

**6.1 Financial Penalties for Failure to Take Corrective Action:** In accordance with the provisions of subsection 402.73(1), F.S., and Rule 65-29.001, Florida Administrative Code (F.A.C.), should SJC require a corrective action to address noncompliance under this Contract, incremental penalties listed in Section 3 shall be imposed for the Provider failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from SJC to complete corrective action but shall not exceed ten (10%) of the total Contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict SJC's application of any other remedy available to it under law or this Contract.

The increments of penalty imposition that shall apply, unless SJC determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action, in accordance with the following standards:

- a. Noncompliance that is determined by SJC to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total Contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
- b. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty.
- c. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

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

### **6.2 Termination:**

- a. This Contract may be terminated without cause by SJC upon no less than 30 days' notice, and by the Provider upon no less than 270 calendar days' notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by any delivery service that provides verification of delivery or by hand delivery to the Contract Manager of the representative of the Provider responsible for administration of the program. If either party terminates this Contract without cause, that party shall coordinate a transition plan, as described in the Transition Planning requirements with the other party within 30 calendar days' of making such notification. This provision shall not limit SJC's ability to terminate this Contract for cause according to other provisions herein.
- b. In the event funds for payment pursuant to this Contract become unavailable, SJC may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to the Provider. SJC shall be the final authority as to the availability and adequacy of funds.
- c. In the event the Provider fails to fully comply with the terms and conditions of this Contract, SJC may terminate the Contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the SJC or is not permitted by law or regulation. Otherwise, notice of termination will be issued after Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by SJC specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, SJC may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so to terminate the Contract. SJC's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. SJC's waiver of any one breach of any provision of this Contract shall

not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit SJC's right to remedies at law or in equity.

d. Failure to have performed any contractual obligations under any other contract with SJC in a manner satisfactory to SJC will be a sufficient cause for termination. To be terminated under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with SJC, been notified by SJC of the unsatisfactory performance and failed to timely correct the unsatisfactory performance to the satisfaction of SJC; or (2) had a contract terminated by SJC for cause. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider.

e. In the event that this Contract is terminated, regardless of the circumstances of termination, the Provider shall continue to serve any clients receiving services from the Provider prior to the termination notice for a maximum of 90 days after receipt of such notice in order to allow for an appropriate transition of such clients to other Providers with minimum disruption in service delivery. During such transition period, the Provider and SJC will continue to operate in accordance with the terms

of this Contract, which shall remain in effect until all invoices are resolved and all final payments have been made to the Provider. The provisions; Section 9.4 (Client Information), Section 5.7 (Records: Access, Audits, and Retention), Section 4.4 (Provider Indemnification) and Section 6.3 (Dispute Resolution) shall survive the termination of this Contract, continue to serve any clients receiving services from the Provider prior to the termination notice for a maximum of 90 days after receipt of such notice in order to allow for an appropriate transition of such clients to other Providers with minimum disruption in service delivery. During such transition period, the Provider and SJC will continue to operate in accordance with the terms of this Contract, which shall remain in effect until all invoices are resolved and all final payments have been made to the Provider. The provisions; Section 9.4 (Client Information), Section 5.7 (Records: Access, Audits, and Retention), Section 4.4 (Provider Indemnification) and Section 6.3 (Dispute Resolution) shall survive the termination of this Contract.

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

All notices of termination provided under this Section shall be in writing on paper, physically sent to the official contact person under Section 7 by U.S. Postal Service or any other delivery service that provides verification of delivery or by hand delivery. In the event of termination under paragraphs a. or b., the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

**6.3 Dispute Resolution:** Any dispute concerning performance of this Contract or payment hereunder shall be decided by the SJC's Contract Manager, who shall reduce the decision to writing and provide a copy to the Provider. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Contract Manager's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution. The parties agree to cooperate in resolving any differences in interpreting this Contract. Each party shall notify the other party of the name, business address and telephone number of that party's designated representative for dispute resolution purposes. Within five business days from receipt by the designated representative of the other party's written request for dispute resolution, the representatives will conduct a face-to-face meeting (or telephonic if mutually agreed) to resolve the disagreement. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the Provider's Chief Executive Officer (CEO) and SJC's Chief Executive Officer (CEO). Upon referral, the CEOs shall confer to resolve the issue.

After receipt of a petition for alternative dispute resolution SJC and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract.

After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in Section 6.3, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties.

Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.

This provision shall not limit the parties' rights of termination under Section 6.2 hereof.

## **SECTION SEVEN: OTHER TERMS**

**7.1 Governing Law and Venue:** This Contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. State Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be as provided in the Seventh Judicial Circuit.

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

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

**7.4 Survival of Terms:** Unless a provision hereof, all provisions of this Contract concerning obligations of the Provider and remedies available to SJC survive the ending date or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment. Payments received during the term of this Contract are consideration for such performance. Given the nature of this Contract, the Provider is expected to have continuing duties that survive the ending date or earlier termination of this Contract. By way of incomplete examples, these duties will most likely include reports (fiscal and programmatic), budgets, audits, and payments. Absent completion of surviving terms, the Provider may not change its corporate status in any manner without SJC approval.

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

**7.6 Anticompetitive Agreements:** The Provider will not offer, enter into nor enforce any formal or informal agreement with any

person, firm, or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to SJC or a provider of services to SJC.

**7.7 Communications:** Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication, in writing, such communication includes email, and attachments thereto are deemed received when the email is received except for notices of termination per Section 6.2.

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

**7.9 Transitioning Young Adults:** The Provider understands SJC's interest in assisting young adults aging out of the dependency system. SJC and the Department encourage Provider participation with the local Community-Based Care Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

**7.10 DEO and Workforce Florida:** The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. SJC and the Department encourage Provider participation with the Department of Economic Opportunity and Workforce Florida.

**7.11 Related Party Transactions and Conflict of Interest:** The Provider's Board of Directors shall establish uniform and consistent policies to address procurement requirements for any related party transactions which include, at a minimum, the prohibition of any conflicts of interest among the Provider, its staff, its Board of Directors, and its subcontractors.

**7.12 Unauthorized Aliens:** Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by SJC for violation of section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider and its subcontractors will enroll in and use the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employee assigned to the contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the Contract term to perform work pursuant to this Contract within the United States and its territories.

**7.13 Civil Rights Requirements:** These requirements shall apply to the Provider and all contractors, subcontractors, sub grantees, or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. The Provider shall comply with the provisions in accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status.

The Provider shall not discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VII of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16.

If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within thirty (30) days of execution of this Contract and annually thereafter in accordance with 45 CFR, Part 80.

**7.14 Use of Funds for Lobbying Prohibited:** The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

**7.15 Public Entity Crime and Discriminatory Contractors:** Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**7.16 Whistleblower's Act Requirements:** In accordance with subsection 112.3187(2), F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

**7.17 PRIDE:** Articles which are the subject of or are required to carry out this Contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this Contract, the Provider shall be deemed to be substituted for the

Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE at (800) 643-8459.

**7.18 Recycled Products:** The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of section 403.7065, F.S.

**7.19 Media:** The Provider shall coordinate with SJC in providing information in response to media inquiries concerning this Contract and/or services provided under this Contract. Media includes television, newspaper, radio, and the Internet. The Provider shall not use the media to resolve conflicts or disputes concerning this Contract. Before responding to a media inquiry, the Provider shall make reasonable efforts to notify SJC of such inquiry. The Provider shall not submit press releases, call press conferences or initiate media coverage concerning this Contract or services provided under this Contract without first informing SJC of its intended action and seeking SJC's approval. Nothing in Section 50, however, shall be construed or interpreted as prohibiting the Provider from responding to media inquiries concerning this Contract or services provided under this Contract.

**7.20 Grievance System:** SJC shall maintain a grievance procedure for clients, their families, custodians, and guardians. Complaints received by SJC concerning services rendered by the Provider shall be resolved in accordance with SJC procedure. The Provider shall submit the appropriate information necessary to resolve client grievances, attend hearings and otherwise cooperate with SJC in the resolution of client complaints. If a complaint is made by or on behalf of a client to the Provider, the Provider shall notify the SJC client relations designee, who will handle the complaint according to SJC policy and procedure.

**7.21 Licensure:** The Provider represents and warrants that for the duration of this Contract that the Provider will remain duly licensed and/or certified in accordance with the laws of the state of Florida and as may be applicable for the provision of services to clients. The Provider shall provide to SJC evidence of any license and/or certification that is required by law to permit the Provider to provide the services covered by this Contract. The Provider shall notify SJC immediately if Provider's license and/or certification to practice is/are restricted, suspended, revoked, or otherwise terminated.

**7.22 Coordination of Benefits:** The Provider shall cooperate fully with SJC in providing information and performing tasks necessary to receive reimbursement from any applicable third-party payers and in all other matters relating to proper coordination of benefits. If the Provider receives any payment from a third-party payer for services delivered to a client that have been paid by SJC (i.e., "double billing"), then the payment to the Provider from SJC for subsequent invoices will be reduced by the amount paid by the third-party payer. If there are no subsequent invoices, the funds will be subject to recoupment.

**7.23 Liaison:** SJC shall act as the sole liaison between the Provider and DCF involved with any client in matters related to the operation of the System of Care.

**7.24 Provider Agrees:**

a. To provide services in accordance with the terms and conditions specified in this Contract including all attachments and exhibits, which constitute the Contract document. Such services will be performed in a professional manner in accordance with applicable professional standards and will be provided in a manner consistent with applicable laws, regulations, certification standards and licensing standards. The Provider shall not be held responsible for non-compliance with Contract terms where an authorized agent of SJC has waived compliance in writing.

b. To modify its services to meet the needs of any particular client prior to considering an unsuccessful discharge of such client. The Provider acknowledges that the goal of SJC is to promote flexibility and specialization of treatment on an individual client basis. The Provider shall assist SJC in striving to attain this goal as well as to assist SJC, on a system-wide basis, in identifying and developing new services to meet the needs of clients.

c. To comply with all federal, state, and local laws and rules including but not limited to those related to investigations of child abuse/neglect, case planning, placing clients in substitute care, risk assessments, safety planning for clients, administrative reviews, supportive services, residential treatment, foster care, adoption services, mental health services, mental retardation/developmental disabilities services, alcohol/drug addiction services, and the Florida Rules of Juvenile Procedure. The Provider shall comply with all revisions, amendments, modifications and additions to federal, state, and local laws and rules related to subjects identified in this Section 54. The Providers outside of the state of Florida shall comply with provisions of Florida law regarding these subjects.

d. In the event that SJC retains the services of a lawyer to enforce any right under this Contract, or SJC is required to appear in any action in connection with this Contract, such as any Bankruptcy proceeding in order to collect hereunder or make a claim therein, the Provider agrees to pay all accompanying reasonable attorney fees and costs incurred by SJC associated with any such litigation.

e. The provider shall, without additional compensation, as a normal and necessary part of the services to be performed under this Contract, expert and/or other testimony, including provision of written reports, records and/or exhibits, at the request of SJC, the Department or other courts as indicated periodically.

**7.25 Pending Litigation:** SJC will consult with the Provider regarding pending lawsuits that may affect services under this Contract but will have no obligation to the Provider to undertake or change any position in any case. The Provider shall comply with any requirements imposed by an applicable court order or settlement related to such lawsuits. Verified increases in costs resulting therefrom will be considered. The Provider will notify SJC of all lawsuits related to this Contract or services, within ten calendar days of receipt of service.

**7.26 Force Majeure:** Neither party shall be deemed to be in violation of this Contract if such party is prevented from performing any of its obligations for a period not to exceed 30 days for any reason beyond its control, including without limitation, an act of God or of the public enemy, flood, storm, statute, regulation, rule, or action of any federal, state or local government.

**7.27 Severability of Agreement:** If any term or provision of this Contract is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Contract, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Contract. If any provision or part thereof of this Contract is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

## **SECTION EIGHT: FEDERAL FUNDS APPLICABILITY**

**The terms in this section apply if Federal Funds are used to fund this Contract.**

**8.1 Federal Law:** The Provider shall comply with the provisions of Federal law and regulations including, but not limited to, **2 CFR, Part 200**, and other applicable regulations.

If this Contract contains \$10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 if applicable.

If this Contract contains over \$100,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) § 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to SJC.

No Federal Funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains Federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment IV. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Contract.

If this Contract provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

If the Provider is a federal subrecipient or pass-through entity, then the Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension". SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal or pass-through entities, must determine whether or not its subcontracts are being awarded to a "contractor" or a "subrecipient" as those terms are defined in 2 CFR, Part 200. If a Provider's subcontractor is determined to be a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

**8.2 Federal Funding Accountability and Transparency Act (FFATA):** The FFATA Act of 2006 is an act of Congress that requires the full disclosure to the public of all entities or organizations receiving federal funds. The Provider will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Contract includes \$30,000 or more in Federal Funds (as determined over its entire term). The Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds and received more than \$25 million in total federal funding.

The Digital Accountability and Transparency Act (DATA) 2014 is an expansion of the FFATA Act of 2006, the purpose is for further transparency by establishing government-wide data identifiers and standardized reporting formats to recipient and subrecipients.

**8.3 Federal Whistleblower Requirements:** Pursuant to Section 11(c) of the OSH Act of 1970 and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH act. Details of the OSH Act can be found at this website: <http://www.whistleblowers.gov>.

## **SECTION NINE: CLIENT SERVICES APPLICABILITY**

**9.1 Client Risk Prevention:** The Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

**9.2 Emergency Preparedness Plan:** If the tasks to be performed pursuant to this Contract include the physical care or supervision

of clients, the Provider shall, within thirty (30) days of the execution of this Contract, submit to the Contract Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the Contract in the event of an actual emergency. For the purpose of disaster planning, the term "supervision" includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home or be placed in a licensed foster care setting. No later than twelve months following SJC's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary. SJC agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, SJC may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.

**9.3 Support to the Deaf or Hard-of-Hearing:** The Provider and its subcontractors, shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and CFOP 60-10, Chapter 4, entitled "Auxiliary Aids and Services for Customers or Companions who are Deaf or Hard of Hearing."

If the Provider or any of its subcontractors employs fifteen (15) or more employees, the Provider shall designate a Single- Point-of-Contact to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single Point of Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database, by the 5<sup>th</sup> working day of the month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The name and contact information for the Provider's Single-Point-of-Contact shall be furnished to the SJC Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

The Provider shall, within thirty (30) days of the effective date of this requirement, contractually require that its subcontractors comply with of Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of- Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.

The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and its subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

The Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by providers and subcontractors. The approved Notice is available at: <http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters>.

The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall distribute the Customer Feedback forms to customers or companions and provide assistance in completing the forms as requested by the customer or companion.

If customers or companions are referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

SJC and the Department requires each contract/subcontract provider agency's direct service employees to complete training on servicing our Customers who are Deaf or Hard-of-Hearing and sign the Attestation of Understanding. Direct service employees performing under this Contract will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

**9.4 Confidential Client and Other Information:** – Except as provided in this Contract, the Provider shall not use or disclose but shall protect and maintain the confidentiality of any client information and any other information made confidential by Florida law or Federal laws or regulations that is obtained or accessed by the Provider or its subcontractor's incidental to performance under this Contract.

State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 415.295, 741.3165 and 916.107, F.S.

Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. § 2020(e)(8), 42 U.S.C. § 602 and 2 CFR § 42 200.303, and 2 CFR § 200.337, 7 CFR § 272.1(c), 42 CFR § 431.300-306, 45 CFR § 205.

A summary of Florida Statutes providing for confidentiality of this, and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

**9.5 Criminal Offenses/Disciplinary Actions:** The Provider represents and warrants that the Provider, its employees, agents and independent contractors who provide direct care to clients have never been convicted or entered a plea of guilty or nolo contendere

("no contest") to any criminal offense against clients served or charge described in subparagraph (c) below of this Contract, regardless of an adjudication of guilt, or have never been disciplined in any manner by any licensing agency or professional board or organization for professional incompetence or misconduct. The Provider agrees, and will require each of such employees, agents, and independent contractors, and each of its volunteers and students, to authorize SJC to review background check documentation for criminal offenses, licensing violations, case dispositions and adjudications of abuse and/or neglect by the Provider and by all its agents, employees, independent contractors, volunteers, and students used by the Provider to provide Services.

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

The Provider shall complete criminal background checks on all employees, agents, and independent contractors, as well as all volunteers, interns, and students, in accordance with 435 F.S. The Provider shall decline to hire or will fire any such persons to assure to the fullest extent possible that no individual who has entered a plea of guilty or nolo contendere ("no contest") for any drug-related offense, any crime of violence, any sexual offense, any form of abuse or neglect against children or child endangerment, regardless of an adjudication of guilt, is left unsupervised with clients.

The Provider shall maintain detailed written policies and procedures regarding recruitment practices, screening procedures, reference and police checks, and training methods for employees, agents, independent contractors, volunteers, and students. The Provider shall provide regular supervision of its volunteers and students by its paid staff, including a minimum of one supervisory conference per month with each volunteer and student, as well as daily availability of staff for telephone contact by volunteers and students.

**9.6 Drug Free Workplace:** The provider shall maintain a drug free workplace pursuant to Section 440.102, F.S., and shall implement appropriate policies and procedures to ensure compliance therewith.

**9.7 Transportation:** The Provider agrees that any employee, agent, independent contractor, volunteer, or student who transports clients and/or their family members will have a current, valid driver's license and, if using his or her own private vehicle to transport clients, will have the appropriate automobile liability insurance. The Provider shall have automobile insurance for vehicles the Provider owns or leases. All applicable automobile insurance policies will have a limit of not less than one hundred thousand dollars (\$100,000) per claim and three hundred thousand dollars (\$300,000) in the annual aggregate.

**9.8 Major Disasters and Emergencies:** The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department and payment will be issued upon FEMA approval and reimbursement.

**9.9 Cultural Competence:** The Provider will not discriminate in the treatment of clients or delivery of services, either in the quality, quantity or type of services rendered or in any other manner, on the basis of race, color, religion, sex, sexual preference, age, disability, national origin, ancestry, place of residence, health status, need for services or source of payment for services rendered. The Provider will observe, protect, and promote the rights of clients. The Provider shall develop and carry out a program to develop the cultural competence of its employees, agents, and independent contractors, if any, to assist them in providing services in a manner that respects the diversity of clients. Diversity includes diversity in race, national origin, gender, sexual orientation, ethnicity, culture, religion, socioeconomic status, educational level, and physical and intellectual abilities. The Provider will provide services under this Contract in a manner sensitive to the diversity of clients.

**9.10 No Reject/No-Eject:** The Provider acknowledges that SJC maintains a "No-Reject/No-Eject" policy and the Provider agrees to use its best efforts to accommodate such policy. The Provider may not reject or discharge a client for whom it has the skill and capacity to provide services outlined in this contract. The Provider must be willing to continue working with clients in spite of client's efforts to sabotage progress. (By signing this Contract, the parties agree that they have read and agree to the entire Contract).

**IN WITNESS WHEREOF**, the parties hereto have cause this **114** page contract to be executed by their undersigned officials as duly authorized.

**PROVIDER:**

**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Mailing Address:**

National Youth Advocate Program, Inc.  
700 W. Hillsboro Blvd., Bldg. 2, Suite 204  
Deerfield Beach, FL 33441

**Mailing Address:**

St. Johns County BOCC  
500 San Sebastian View  
St. Augustine, Florida 32084

**Federal EID# or SSN:**      **34-1404302**

**Provider Fiscal Year Ending Date:** **June 30, 2023**

Attachment I	Program Specific Requirements
Attachment II	Civil Rights Compliance Questionnaire
Attachment III	Audit Attachment
Attachment IV	Certification Regarding Lobbying Form
Attachment V	Security Agreement Form
Attachment VI	HIPAA Requirements

## **ATTACHMENT I**

### **A. Services to be Provided**

#### **1. Definition of Terms**

##### **a. Contract Terms**

**(1) Amendment** – A document by which significant changes are made to the terms of an executed contract. Changes requiring an amendment include, but are not limited to, adjustments in costs, services, time period, and methods of payment. The amendment is incorporated as part of the original contract.

**(2) Contract** – A contract, for the purposes of this document, is a formal written agreement between SJC and an individual or organization for the procurement of services. Per Chapter 287, Florida Statutes (F.S.), a contract must be signed by both parties prior to services being rendered.

**(3) Contract Manager** – SJC employee responsible for enforcing the performance of contract terms and conditions. The contract manager is SJC's primary point of contact through which all contracting information flows between SJC and the provider.

**(4) Department** – Florida Department of Children and Families, unless otherwise stated.

**(5) Dependency** - A legal determination by a circuit court, under Chapter 39, Florida Statutes (F.S.), that a child has been, or is at risk of being, abused, abandoned, or neglected, such that the protective supervision of SJC and the court is required.

**(6) Dependency Case Manager** - A child welfare professional with the primary responsibility of the delivery/coordination of case management services to children and their families who have been referred for services due to abuse, neglect and/or abandonment that are designed to ensure the safety and well-being of the child, and to improve the conditions or functioning of the family.

**(7) Exhibit** – Information appended to an Attachment I or any other contract attachment.

**(8) Invoice** – A completed and timely submitted document used by the provider to request payment from SJC.

**(9) Lead Agency** – The not-for-profit community-based care provider responsible for coordinating, integrating, and managing a local system of supports and services for children who have been abused, abandoned, or neglected and their parents.

**(10) Method of Payment** – This is the third section of an Attachment I. It specifies the total or maximum dollar amount of the contract, the manner in which contract costs will be displayed on invoices, the frequency with which invoices will be submitted to SJC, and any special conditions pertaining to payment of contract invoices.

**(11) Provider** – An organization or individual providing services or materials to the department or designee in accordance with the terms of the contract.

**(12) Quality Management Unit (QM)** – A unit designated by SJC to review and gather information to ensure that the consumer is receiving the best service available.

#### **b. Program or Service Specific Terms**

**(1) Case Plan** – As defined in Section 39.01(11), F.S., which refers to the services plan jointly developed between the family and services worker delineating specific interventions aimed at addressing the contributing factors and underlying conditions that lead to child maltreatment.

**(2) Client** – Children in care under the supervision and custody of the Department or SJC.

**(3) Challenging Behavior** – – Inappropriate behavior displayed by a child that can affect the child's well-being, safety, and permanency plans or that may place the child at risk of disruption of his out-of-home care placement. Sometimes these behaviors place the child, not only at risk of placement disruption, but interfere with his ability to function across various social settings and places him at risk of law violations or institutionalization. These behaviors may include but are not limited to; substance abuse and use, frequent runaway episodes, self-injurious behavior, use or possession of weapons, various behaviors intended to harm persons, animals, or property.

**(4) Enhanced Foster Care** – Treatment services provided in licensed foster homes for eligible children who may exhibit serious maladaptive behaviors. The service is characterized by frequent and close contact between the foster parent, the child and provider staff, as determined by the treatment or service plan. The service is intended to provide a high degree of structure, support, and clinical intervention.

**(5) Family Foster Home or foster home** – Foster home as defined in Section 409.175, F.S. These are licensed settings as defined under “license” in Section 409.175, F.S.

**(6) Household member** – any person who resides in a household, including the caregiver and other family members residing in the home. Household members are any additional relatives or persons residing in the home, including but not limited to visitors expected to stay an indefinite length of time or college students expected to return to the home.

**(7) Intervention Services** – Focus on reducing risk factors generally associated with the child's behavioral, emotional, or psychiatric problems. Intervention is accomplished through early identification, performing basic individual assessments, and providing supportive services that emphasize short-term counseling and referral.

**(8) License** – Any certification in writing, whether full or provisional, issued by the department or designee to any person, agency, or facility, which authorizes the licensee to provide child placing and / or child caring services.

**(9) Monthly Progress Report** – An individual client report due every 30 days to the child's Child Welfare Case Manager and Contract Manager for each client placed with the provider. The report includes information regarding, at a minimum, the child's adjustment to the program, any problems encountered during placement, progress of case/treatment plans and goals, and estimated time of discharge.

**(10) Psychotropic Medication** – Any medication prescribed with the primary intent to stabilize or improve mood, mental status, behavioral symptomatology, or mental illness.

**(11) Quality Parenting Initiative (QPI)** – Foster Parents are treated as professionals and equal partners in the child welfare team determining the child's best interest.

**(12) Runaway** – A child with unreported whereabouts beyond reasonable expectations for the child's age and maturity level.

**(13) Treatment Plan** – A structured, goal-oriented schedule of services developed jointly by the provider and the treatment team to contain related goals, timeframes for completion, participants for the implementation of the plan and measurable objectives.

**(14) Trauma-informed** – An organizational structure and treatment framework that involves understanding, recognizing, and responding to the effects of all types of trauma.

**(15) Unified Home Study** – Written documentation of an on-site assessment completed prior to the child's placement that is meant to evaluate the caregiver's capacity to provide a safe, stable, and supportive home environment, and to determine if the physical environment is safe and can meet the child's needs.

## **2. General Description**

### **a. General Statement**

The provider shall provide care and supervision of children placed in their care by SJC or designee to ensure the safety and well-being of children who have been removed from their home as a result of allegations of abuse, neglect, and abandonment. Activities, supports, and clinical treatment services shall be provided to address each child's individual physical, social, emotional, and educational needs consistent with the child's case plan, the Comprehensive Behavioral Health Assessment and individualized service plan or treatment plan.

### **b. Scope of Service**

**(1)** Provide services consistent and in accordance with applicable provisions of Florida Administrative Code (F.A.C.), Florida Statutes, Department of Children and Families Licensing Standards, and/or any successor law or rule, as amended from time to time.

**(2)** Services shall be provided in State of Florida licensed foster homes twenty-four hours per day, seven days per week, including holidays, for the duration of the contract period.

### **c. Major Program Goals**

(1) Children will be safe while receiving room and board and quality services under the terms of this contract. The provider shall deliver comprehensive services that will enable the child to manage and to work towards resolution of his or her emotional, behavioral, or psychiatric problems in a highly supportive, stable, individualized setting.

(2) To ensure that service planning is individualized, integrated, and consistent with each child's case plan and permanency plan goals.

(3) To ensure that each eligible child ages 13-17 receives independent living services, employability skills and training to prepare them for self-sufficiency.

(4) Coordinate recruitment, licensing, and training activities for prospective foster families to meet the placement needs of the children served under this contract.

(5) Maintain and support foster families who regularly accept placement.

### **3. Clients to be Served**

#### **a. General Description**

Provider shall serve children who are referred by SJC and meet the provider's written admission criteria. All placements must be authorized by SJC with a service authorization prior to placement. No other CBC's will be allowed to place children in SJC homes without prior approval of the SJC CBC Program Manager or CEO.

#### **b. Client Eligibility**

Children in the legal custody of the Department or SJC placed within Circuit 7 (St. Johns County) who have been determined by SJC to require enhanced supervision or services beyond those typically provided in a traditional foster home setting.

#### **c. Client Determination**

The provider shall agree to provide services to all children referred by SJC who meet the approved admission criteria. The child shall be reviewed regularly by SJC for determination of appropriateness of level of care. In the event of any disputes regarding the eligibility of clients, the determination made by SJC, or its designee is final and binding on all parties.

**d. Contract Limits**

(1) The number of children receiving services under this contract, on a daily basis shall not exceed the licensed capacity of the foster home and will be limited by the amount of funds available.

(2) The provider shall not refuse to accept and provide care for a child because of a minor illness, injury, or behaviors who would otherwise meet the provider's admission criteria.

**B. Manner of Service Provision**

**1. Service Tasks**

**a. Task List-Foster Home Recruitment, Licensing and Support**

(1) Maintain a consistent on-going strategy to recruit appropriate foster homes who can meet the special needs of the children served through this contract.

(2) In accordance with Chapter 65C-45, F.A.C, provider will ensure foster parents complete all required initial and ongoing training to maintain licensure applicable to the children in care, to include interventions to meet the individual needs of the child.

(3) If it is reported to the provider or if the provider suspects that there may be a licensing violation in one of the foster homes managed by their program, they will need to follow procedures outlines in 65C-45.017 and provide a written notification to the SJC within 24 hours or the next business day. The provider must come to a resolution within fifteen working days of complaint and send a plan of action to the SJC within 5 days after the resolution.

**b. Task List-Placements**

(1) The provider shall be available 8am-5pm Monday thru Friday by cell phone to identify an appropriate placement based on bed capacity and availability.

(2) The provider shall identify placement acceptance or denial for any child referred for placement by SJC within three business days of a referral, whenever possible.

(3) The provider shall maintain current written admission/discharge criteria and procedures which streamline the admission process both for the youth and ensure SJC is notified in writing of any proposed

changes prior to them being made effective. Provider will be willing to accept and be capable of providing care, based upon availability, to youth with histories of Department of Justice involvement, behavioral issues and sexually acting out behaviors including sexually reactive behavior.

(4) SJC Placement Specialist shall contact the NYAP worker for placements instead of the Foster Parents directly.

### **c. Task List–Enhanced Foster Care**

(1) Provide foster care services consistent and in compliance with applicable provisions of Chapter 65C-45, F.A.C., Chapter 65C-15, F.A.C., s. 409.175, F.S., and all applicable laws, or any successor rule.

(2) Provide twenty-four-hour continuous supervision and care of dependent children; and in doing so will

(a) Provide room and board in accordance with Rules 65C-46, F.A.C.

(b) Develop and implement plans for a range of community and facility-based indoor and outdoor recreational and leisure activities based on individual and group interests, needs, and goals.

(c) Transport resident children to school or other appointments (e.g., medical, dental, and counseling), and make every reasonable effort to provide transportation for other activities.

(3) Comply with 65C-46 F.A.C regarding allowance and apparel requirements.

(a) **Apparel** - The program shall ensure that each child has his own clean, well fitting, attractive, seasonal clothing, appropriate to the child's age, sex, and individual needs, and in keeping with community standards.

(b) **Allowance** - The program shall provide opportunities for children to learn the value and use of money through the giving of an allowance, provision of opportunity for earning, spending, and saving. The provider shall have a means of keeping children's money secure. A record of monies being held for children shall be kept separate from the facility's financial accounts.

Provider shall ensure minimum allowance requirements are met in accordance with 65C-46 F.A.C. Included in the board or daily rate is an amount designated for the child's allowance, incidentals and monthly clothing as defined in C.1.e. of this contract.

**(4)** The following Independent Living tasks apply to all children age 13 and older:

**(a)** Ensure that each eligible child has the opportunity to attend and participate in Independent Living activities, skills training, and youth advisory board meetings and conferences by encouraging, supporting, transporting, and integrating Independent Living goals into each eligible child's service plan.

**(b)** Work with each child's case manager to plan and assist with meeting each child's educational and vocational goals, as stated in the child's case plan; and

**(c)** Assist each child with job skills training, job interviews, and employment seeking opportunities, and provide transportation for each eligible child to and from work.

**(d)** Ensure that needs identified from the youth's Independent Living Life Skills Assessment, Independent Living Plan and the Transition Plan are incorporated into the treatment plan.

**(5)** Support and assist the following activities:

**(a)** Registration of children for school (e.g., transferring school records, obtaining immunization records),

**(b)** Attendance of children in school, in accordance with the laws of Florida.

**(c)** Plan and assist in meeting the child's educational and vocational goals, as stated in the child's case plan and transition plan.

**(d)** Annual Medical and Bi-annual dental check-ups as well as necessary follow-up services and emergent services when needed.

**(e)** Visitation of children with SJC or designee staff, their

families, or significant others, when required by SJC according to the established case plan,

**(f)** Children's participation in extracurricular activities that enhance formal education.

**(6)** The Provider shall comply with Florida Administrative Code, Chapter 65-30.007 (10), Normalcy for Adolescent and Teens in the Custody of the Department. Specifically, the Provider shall work with the case manager to ensure the following:

The child, dependent on his or her age and maturity level, be allowed and encouraged to engage in the following age-appropriate activities that include but are not limited to:

**(a)** Dating, working, babysitting, shopping, planned activities with friends, including overnight sleepovers

**(b)** Provider should consult with the case manager as necessary to determine the appropriateness of the activity.

**(7)** A child who displays challenging behaviors may not be released from the program prior to meeting the following criteria:

**(a)** The Provider gives SJC (30) days prior written notice of the need for release.

**(b)** SJC concurs with the release.

**(c)** If the Provider has an inability to manage a child, then that Provider shall request a Multi-Disciplinary Staffing with the SJC Placement department, child's case manager and his/her supervisor prior to a written recommendation for discharge.

**(8)** Participate in any requested staffing scheduled to review the status of a case, including the provision of ongoing recommendations and court appearances, as necessary.

**(9)** Complete and submit required program reports identified in paragraph B.4.c.(5).

**(10)** If medication is required, ensure the caregiver administers the medication in compliance with Chapter 65C-13, F.A.C., Administration of Medication, Chapter 65C-35, F.A.C. "Psychotropic Medication for

Children in Out of Home Care" and the procedures established in Chapter 39.407F.S.

(11) Prior to moving a child from one foster home to another within the provider's program, a 2-week notice shall be given to the Child Welfare Case Manager and the SJC Placement Specialist.

(12) Prepare a written release plan at least 30 days prior to the projected date of release from the program unless the release is unplanned and unforeseen. The plan is to be provided to the SJC Case Manager and SJC Placement Specialist within 30 days of discharge. The plan shall include, but not limited to:

- (a) A summary of services, an assessment of goal achievement, and identification of needs yet to be met.
- (b) Recommendations for the need for future services and referrals as appropriate.
- (c) The date and reasons for release
- (d) A copy of the child's medical, dental, educational, and other pertinent records.

#### **d. Task Limits**

(1) In all cases in which a child's behavior is undesirable, disruptive, or inappropriate, the child shall not be removed from the home without the prior written approval of SJC, unless the child is removed to a crisis stabilization unit under provisions of the Baker Act, Chapter 394, F.S., or police intervention is required to control the child, and the child is detainable. A child who's only challenging behavior is running away is not considered eligible for discharge under this policy. The provider shall give SJC a minimum of 30-day notice when requesting removal of a child. On a case-by-case basis the 30- day notice may be waived with prior SJC approval.

(2) Provider shall ensure the child is maintained in a supported foster care system or work with other supported foster care providers to maintain placement until SJC removes the child.

## **2. Staffing Requirements**

### **a. Staffing Levels**

The provider shall have adequate staff coverage at all times to provide for the services identified in this contract. The Provider shall recruit, hire, provide all supervision and related expenses including, supplies, mileage, benefits, administrative support, and other support services and ensure sufficient professional expertise that will allow staff to deliver services under the provisions of this Agreement.

**b. Professional Qualifications**

(1) The provider shall ensure that all clinical support staff meets the necessary Medicaid qualifications.

(2) The provider shall ensure all clinical staff providing services to youth be trained in Trauma Focused Cognitive Behavioral Therapy through a 10-hour web training within 30 days of employment.

(3) The provider's staff, contracted staff, foster parents, and volunteers must comply with the level two background screening requirements specified in Rule 65C-45, F.A.C., and Chapter 435, F.S., which shall include the submission of fingerprints in accordance with s. 409.175, F.S. and local law clearances. The provider will ensure that all staff meet applicable state and federal licensing or certification requirements. If the provider uses volunteers, the provider is required to train and supervise them, and is responsible for the acts and omissions of volunteers under its supervision.

(4) The provider's staff responsible for recruitment, training, licensing, and relicensing activities for foster parents must meet training and certification requirements specified in s.402.40, F.S. and be a certified trainer of a DCF approved pre-service curriculum for foster parents.

**c. Staffing Changes**

The provider shall notify the contract manager in writing within 10 days when the Executive Director's position, Chief Financial Officer, Program Director/Recruiter, or its equivalent is vacated or expected to be vacated and shall provide the name of the provider's interim contact person at that time.

**3. Service Location and Equipment**

**a. Service Delivery Location**

Services for the physical care of the children must be delivered in licensed and trained foster homes.

**b. Service Times**

Services shall be provided twenty-four hours per day, seven days per week, including holidays, for the duration of the contract period.

**c. Changes in Location**

The provider shall contact the SJC Contract Manager in writing at least thirty days prior to changing the location of its administrative offices, group facilities, phone numbers, or fax numbers.

**d. Equipment**

The foster homes shall contain furnishings and equipment as specified in current Chapter 65C-45, F.A.C., or any successor rule. The Provider shall acquire and maintain sufficient equipment and supplies to deliver all services outlined in this contract.

**4. Deliverables**

**a. Service Units**

(1) **Bed day** – A Bed day is defined as one twenty-four-hour day (from midnight to midnight) of room, board, care, supervision, enhanced services, behavioral health services and child related services. Exit days shall not be charged to SJC.

(2) The following conditions apply in calculating the number of occupied bed days:

(a) **Absent Day** - A bed day in which the child is not occupying a bed but is not at the facility for reasons such as hospitalization, runaway, or an extended visit. SJC shall not be charged for an absent day unless the provider obtains written approval from SJC Placement Team, prior to or within twenty-four hours of the date and time of the child's absence (**Bed Hold Request form Exhibit J**). Any request to hold a bed for extended periods of time will be addressed through compliance with SJC's approved bed hold policy. The intent of payment for an absent day is that the provider shall maintain the child's placement at the facility and accept the child back into the facility upon their return. A copy of such approval must be submitted with the monthly request for

payment with a copy maintained in the provider's child case file.

**(b) Admission Day** (the date the child enters the program) - A partial occupied bed day of care and supervision that shall be charged as a whole bed day.

**(c) Release Day** (the date the child leaves the program) - A partial occupied bed day of care and supervision that shall not be charged to SJC.

#### **b. Records and Documentation**

**(1)** Each child placed with the provider must have a case file that contains the following information:

**(a)** Demographic information for the child, to include but not limited to name, address, sex, birthdate

**(b)** The names, addresses, and telephone numbers of parents or guardians, siblings, grandparents, or other persons significant to the child

**(c)** Copies of legal documents relating to the child including, but not limited to, birth certificate, court orders and citizenship documentation

**(d)** Date of admission, recommendation for placement, social assessment from the referring agency, medical information obtained at admission and a copy of the Comprehensive Behavioral Health Assessment

**(e)** Medical history, including cumulative health records, doctors' names, list of current medications and dosages, treatments and clinical records, progress reports, and any psychological/ psychiatric reports

**(f)** Educational records and reports

**(g)** Vocational exploration, training, and employment records, if applicable

**(h)** Records of special or critical incidents that occurred in the child's life during placement with the provider

**(i)** Child welfare case plan

(j) A copy of the release plan, if applicable

(k) Monthly progress notes completed by the behavioral therapist or clinical therapist who is providing in-home services

(l) For youth 13 and older, copies of Independent Living Assessments, Independent Living Plan, and the Independent Living Transition Plan

(m) Documentation of authorization for the current placement

(n) Clinical assessment and treatment plan / behavior plan / service plan

(o) Progress notes that document progress made towards treatment plan goals. This shall include clinical notes as well as documentation from the caregiver on the child behaviors and progress toward treatment plan goals.

(2) The provider must ensure compliance with all state and federal laws and regulations governing the confidentiality of these records.

### **c. Reports**

(1) A Monthly Progress Reports, on each child placed by SJC must be provided in writing to SJC's contract manager and the SJC Case Manager every Thirty days. The provider has 15 days after each month to submit Progress Reports.

(2) Complete a discharge summary as defined in paragraph B.1.c. (12) 7 days prior to a planned discharge or within 10 days of an unplanned discharge and submit to the child welfare case manager and contract manager.

(3) A Performance Measure Data Report, **Exhibit G**, must be completed and submitted monthly with the invoice.

(4) The provider's delivery of reports shall not be construed as acceptance of the reports. SJC reserves the right to reject reports as incomplete or inadequate according to the limits set forth in this subcontract.

(5) Report Table

Report Title	Reporting Frequency	Report Due Date	Number of Copies due	Report submitted to:
Monthly Progress Report <b>Exhibit A</b>	Monthly	Within five (5) calendar days after the end of the service month	1	SJC Contract Manager and Case Manager
Discharge Summary Report <b>Exhibit B</b>	At child's discharge from facility	Within 21 days of a child's discharge from the facility	1	SJC Contract Manager and Case Manager
Invoice for Services <b>Exhibit C</b>	Monthly	Within five (5) calendar days after the end of the service month	1	SJC Contract Manager <a href="mailto:rmeeks@sjcfl.us">rmeeks@sjcfl.us</a>
New Foster Parent Log <b>Exhibit D</b>	Monthly	Within five (5) calendar days after the end of the service month	1	SJC Contract Manager and Placement Department
Quarterly Revenue and Expenditure Report <b>Exhibit E</b>	Quarterly	Within 30 calendar days after the end of the reporting quarter beginning July 1	1	SJC Contract Manager <a href="mailto:rmeeks@sjcfl.us">rmeeks@sjcfl.us</a>
Incident Report <b>Exhibit F</b>	At the occurrence of each incident or event	Within one (1) business day of the incident	1	SJC Contract Manager and Case Manager
Statistical/Outcome Measure Report <b>Exhibit G</b>	Monthly	Within ten (10) calendar days after the end of the service month	1	SJC Contract Manager <a href="mailto:rmeeks@sjcfl.us">rmeeks@sjcfl.us</a>
Weekly Program Census <b>Exhibit H</b>	Weekly	Monday by 10:00 a.m. each week	1	SJC Contract Manager and Placement Department
Bed Hold Form <b>Exhibit I</b>	As needed		1	SJC Contract Manager and Placement Department

5. Performance Specifications

a. Performance Measures

(1) **100%** of children served through this contract shall be provided a safe environment, free of incidents of abuse or neglect by the provider's staff, volunteers, or visiting family members, as reported to, and accepted by the Florida Abuse Hotline and verified through a child protective investigation.

(2) **90%** of children placed in the provider's care will experience no more than two placement disruptions.

(3) **90%** of children shall remain in the foster home without incident of running away.

(4) **90%** of youth will show improvement in well-being and/or behavior after 6 months of service, as measured mutually agreed upon, standardized tool(s).

(5) **100%** of all relicensing packets will be submitted to SJC thirty (30) in advance of the licensing expiration.

(6) **100%** of school-age children served under this contract who are placed in the family foster home shall attend school except when the child has an excused absence.

#### **b. Description of Performance Measurement Terms**

(1) Free of Incidents of Abuse or Neglect – The absence of verified reports of such incidents. Verified reports are those classified as such by a department investigator assigned to determine the validity of a complaint of abuse or neglect.

(2) Placement disruptions – A child is removed from one foster home to another, within the provider's network of homes or to another provider for reasons other than respite.

#### **c. Performance and Evaluation Methodology**

(1) Contract compliance for performance measure 5.a.(1) shall be determined as follows:

Number of eligible children served by the provider in foster care without verified findings of abuse or neglect reports divided by the number of eligible children served by the provider in foster care during the reporting period.

(2) Contract compliance for performance measure 5.a. (2) shall be determined as follows:

Number of children in the provider's care that experience no more than two placement disruptions during the contract period divided by the number of children in the provider's care for the reporting period.

**(3)** Contract compliance for performance measure 5.a. (3) shall be determined as follows:

Number of children in the provider's care that remain in the foster home without running away divided by the number of children in the providers' care for the reporting period.

**(4)** Contract compliance for performance measure 5.a. (4) shall be determined as follows:

Number of children at least 6 month who show improved score divided by the number of children in the provider's care for at least 6 months.

**(5)** Contract compliance for performance measure 5.a. (5) shall be determined as follows:

Number of renewal licensing packets submitted within thirty (30) days of license expiration divided by the number of renewal licensing packets required to be submitted.

**(6)** Contract compliance for performance measure 5. a. (6) shall be determined as follows:

Number of children in the provider's care that attended school divided by the number of children in the provider's care for the reporting period.

## **6. Provider Responsibilities**

### **a. Provider Unique Activities**

**(1)** The provider shall maintain a current valid child placing license from the State of Florida in accordance with 65C-15 F.A.C.

**(2)** The provider shall not permit any publicity in the form of identifiable proper names involving SJC clients to be used for any purpose without the written permission of SJC.

**(3)** The provider and all of its officers, employees, and agents shall comply with the confidentiality provisions set forth in s. 39.0132,

39.202, and 39.814, F.S., and in any subsequent amendments to these statutes, and shall not release any information regarding any of the children or families of any of the children in its care, except as specifically authorized by these statutes. The provider acknowledges that failure to abide by the requirements of these statutes constitutes a criminal offense, as set forth in s. 39.205, F.S.

(4) The provider agrees to comply with the Department's policy regarding discipline, control, and punishment, as found in Rule 65C-13, F.A.C., 65C-14, F.A.C. or any successor rule. This policy applies to all children placed by SJC.

(5) The provider agrees to consult with SJC's contract manager on any disputes or operational problems resulting from this contract.

(6) The provider must immediately notify the SJC Case Manager of any changes in a client's emotional or physical condition, which appear to be potentially harmful to the client.

(7) The provider has no standing to apply for or to retain social security, SSI, or any other benefits for any foster care child for which SJC has legal standing to receive benefits as representative payee or by order of the court. Any such benefits that may be received by the provider shall be paid to SJC as the legally constituted representative payee on behalf of any such child.

(8) The provider shall report all incidents as set forth in the Department of Children and Families CFOP 215-6 Incident Reporting and Analysis System and utilize the SJC Incident Report form, **Exhibit F**.

(9) The provider shall release the child only to duly authorized SJC or designee staff.

(10) The provider shall immediately report all incidents of abuse or neglect and cooperate with all investigations of abuse or neglect conducted by DCF or any law enforcement agency.

(11) The provider shall not make independent future placement plans for children placed by SJC.

(12) If the provider transports clients served through this contract, the provider shall establish and maintain a written Insurance and Safety Requirements Standards Policy, regarding the vehicles used and the drivers employed for transportation services. The policy, shall address, but not be limited to, the following issues:

(a) A minimum liability insurance policy for \$100,000 per person and \$300,000 per incident is required. Insurance must indemnify and hold harmless the State of Florida, as well as SJC.

(b) The number of persons in a vehicle used to transport children served under this contract shall not exceed the number of available seats and appropriate restraining devices. All persons in a vehicle shall use restraining devices while being transported.

(13) The provider may submit damage claims to the State Institutions Claim Fund to recover the cost of damages resulting from the actions of children in SJC's custody, in accordance with s. 402.181, F.S.

(14) The provider agrees to instruct caregivers (including relatives and non-relatives) to follow the missing children guidelines found in the Department of Children and Families CFOP 170-3 Procedures Related to Missing Children.

#### **b. Coordination with Other Providers/Entities**

The provider agrees to cooperate with other agencies or service providers that are needed in order to achieve the youth's case plan and treatment plans goals.

### **7. SJC Responsibilities**

#### **a. SJC Obligations**

(1) SJC agrees to furnish the provider with information that significantly impacts the child or his placement with the provider. Such information shall include, but not be limited to, SJC case plans and available medical, legal, psychological, psychiatric, and educational histories, evaluations, and treatment plans.

(2) SJC will be available to the provider for technical assistance as needed or required by this contract.

(3) SJC agrees to inform the provider of in-service training opportunities sponsored by the community or SJC.

**b. SJC Determinations**

(1) SJC will determine client eligibility for all services under this contract in compliance with the provider's written admission discharge criteria.

(2) SJC will make all final determinations for children in its legal custody, as specified in the child's case plan.

**c. Monitoring Requirements**

The provider will be monitored in accordance with SJC's policies and procedures. This includes conducting announced or unannounced on-site reviews of licensed facilities when considered necessary or as part of a Quality Assurance function to evaluate compliance with licensing and contract requirements.

**C. Method of Payment**

**1. Payment Clause**

a. This is a fixed price/unit cost contract. SJC shall pay the provider for the delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed the amounts listed below, subject to the availability of funds.

Service Units	Term	Unit Cost	Maximum number of units	Total
One calendar month of intensive family foster home services provided in accordance with the terms of this contract.	02/01/2023-06/30/2023	\$29,074.20	5	\$145,371
One calendar month of intensive family foster home services provided in accordance with the terms of this contract.	07/01/2023-06/30/2024	\$35,719.92	12	\$428,639
One calendar month of intensive family foster home services provided in accordance with the terms of this contract.	07/01/2024-06/30/2025	\$37,894.08	12	\$454,729

b. The provider shall request payment monthly through submission of a properly completed **Invoice for Services**, by the fifth calendar day following the month of service for which payment is being requested.

c. The foster parent shall be paid directly by SJC the following rates:

SERVICE	SERVICE UNITS	UNIT PRICE
Level I Enhanced Foster Care	Filled Bed Day	\$40.00 per day
Level II Enhanced Foster Care	Filled Bed Day	\$50.00 per day

**d. Medicaid/ Billing**

SJC and the provider specifically agree and acknowledge that the Medicaid Program is the payor of last resort, and

- (1) in no event shall the provider bill the Medicaid program for services or expenses for Medicaid recipients for which the provider has already been paid by any other liable third party, and
- (2) provider services covered under the Florida Medicaid program for Medicaid/recipients may be billed to the Medicaid Program by the provider, unless the provider is already being paid by any other liable third party, and
- (3) authorized provider services to non-Medicaid/ recipients, or for non-Medicaid/ covered services, may only be billed to SJC or any other non-Medicaid/ first- or third-party payer, and
- (4) the provider shall identify, and report Medicaid/ earnings separate from all other fees, and
- (5) the provider shall ensure that Medicaid payments are accounted for in compliance with federal regulations, and
- (6) in no event shall both Medicaid and SJC be billed for the same service.
- (7) For Medicaid purposes, SJC shall not be considered a liable third party for Mental Health and Substance Abuse Program payments funded through the Department.

**2. Invoice Requirements**

- a. The provider shall request payment on a monthly basis through the submission of a properly completed Invoice (**Exhibit C**) within 5 days following the end of the month for which payment is being requested. The invoices shall include, at a minimum, the following:

(1) Provider's name, mailing address, contract number, and Federal I.D. number

(2) Name, social security number (or pseudo number), DOB, number of days served (if less than the entire month), and dates served for each child served during the month for which payment is being requested

(3) Date and signature of the provider's authorized representative attesting to the accuracy of the invoice

b. Payment for children who are hospitalized, who have run away, or who are on extended visits cannot be made, unless approved by SJC through the bed hold process. Written approval (**Exhibit I**) for each instance must be in the child's case file and submitted with the Invoice.

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

### **3. Supporting Documentation Requirements**

The provider shall maintain records documenting the total number of recipients and names of recipients for whom services were provided and the date(s) that the services were provided so that an audit trail documenting services provision is maintained.

### **4. Surplus Funds**

SJC Contract Manager will review quarterly expenditure reports and assess for allowable expenditures in accordance with the SJC approved budget. SJC Contract Manager may request additional supporting information to justify significant deviation from the budget. Proposed budget adjustments must be submitted to the Contract Manager for prior approval. At the end of the fiscal year, if the provider has surplus funds resulting from payments over and above the actual cost of delivering services, the provider will be required to return funds to SJC in the form of a check, deduction from final invoice or other agreed upon means of returning surplus funds.

### **D. Special Provisions**

1. In accordance with s. 402.181, F.S., the provider may file claims with the Department of Legal Affairs at its office in accordance with regulations prescribed

by the Department of Legal Affairs for the purpose of making restitution for property damages and direct medical expenses for injuries caused by foster children.

2. In accordance with Chapter 402, F.S., the provider shall comply with all of the Florida Statewide Advocacy Council and the Florida Local Advocacy Council's requirements by allowing access to records of clients and the ability to make use of, unless otherwise protected by law, all client records, files and reports in any program, service or facility that is operated, funded, licensed, or regulated by the department for the purposes of investigations and monitoring.

3. The provider shall comply with s. 402.24, F.S., for Recovery of third-party claims for medical services.

4. The provider shall comply with s. 402.17, F.S., for claims for care and maintenance, trust property.

5. The provider has no standing to apply for or to retain Social Security, SSI, or any other benefits for any foster care child for which SJC or the department has legal standing to receive benefits as representative payee or by order of the court. Any such benefits that may be received by the provider shall be paid to SJC or the department, whoever is identified, as the legally constituted representative payee on behalf of any such child.

6. **Federal or State Audit** - Any federal or state audit resulting in a disallowance which was caused by the provider's non-compliance with federal regulations, or an incorrect claim shall be repaid to SJC by the provider upon discovery.

7. **Fees** - No fees shall be imposed by the provider or subcontractors other than those set by SJC and described in the current State of Florida Title XX Pre-Expenditure Report. Fees collected in compliance with the report shall be disposed of in a manner authorized by SJC.

8. **Third Party Payments** - The funding available in this contract is for services excluding all successfully billed third party payments, including but not limited to, Medicaid. Supporting documentation of aggregate third-party collections shall be available at the provider's location or at the subcontractor's locations for inspection by SJC.

9. The provider agrees to comply with the provisions of CFOP 40-5, Acquisition of Vehicles for Transporting Transportation Disadvantage Clients, if public funds provided under this contract will be used to purchase vehicles which will be used to transport clients.

10. The provider will allow the Contract Manager and other agents of SJC to conduct private, confidential interviews with the child(ren) and with provider staff on provider premises.

11. **Contract Renewal:** This contract shall auto-renew for two, one year terms. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by SJC and shall be subject to the availability of funds. Any renewal shall be subject to the same terms and conditions as set forth in the initial contract.

12. Medicaid ineligible services shall require prior approval (on a case-by-case basis) by the Dependency Case Manager and the Contract Manager for the child to begin receiving services. Services shall be paid at the Medicaid reimbursement rates.

13. The provider agrees to comply with the departments and SJC policy prohibiting the use and practice of corporal punishment. This policy applies to all children placed by SJC. (See Chapters 65C-10 and 65C-45, F.A.C.

14. **Background Screening** - The provider agrees to coordinate with the Department of Children and Families district screening coordinator and, at no cost to the department, to comply with the requirements for background screening as mandated by S. 409.175, Florida Statutes, and Chapter 65C-45, F.A.C. and the district specific Operational Procedures.

15. **Confidentiality** - The provider shall not permit any publicity involving SJC clients in the form of identifiable pictures or use of proper names, for any purpose, without the written permission of each child's counselor.

16. **Energy Efficient Standards and Policies** - The provider shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the **Energy and Policy and Conservation Act** (Public Law 94-163).

## **E. List of Exhibits**

- 1. Exhibit A** Monthly Progress Report
- 3. Exhibit B** Discharge Summary
- 4. Exhibit C** Invoice for Services
- 5. Exhibit D** Foster Parent Log
- 6. Exhibit E** Quarterly Revenue & Expenditure Report
- 7. Exhibit F** Incident Report
- 8. Exhibit G** Statistical – Bed Log /Outcome Measure Report
- 9. Exhibit H** Foster Home Monthly Report
- 10. Exhibit I** Recruitment and Retention Monthly Report



**Florida Regional Monthly Progress Report**

**Client:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_ **Gender:** \_\_\_\_\_ **ID No.** \_\_\_\_\_ **Intake Date:** \_\_\_\_\_

**Completed Information**

<b>Event</b>	<b>Actual Date</b>	<b>Month Reviewed Start Date</b>	<b>Month Reviewed End Date</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Person Served</b>	<b>Staff</b>	<b>Attached Document</b>	<b>Attached Document</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Client Information**

**Program**

<b>Program Start</b>		<b>Program</b>				
<b>Actual Date/Time</b>	<b>Total Duration</b>	<b>Service</b>	<b>End Date</b>	<b>Participants</b>	<b>Location</b>	<b>Program</b>

**Custodial Children Service Agency Name and Number:**

**Caseworker Name and Number:**



**Agency Visit Dates, Time, and Location**

***Foster Care Services***

Actual Date/Time	Total Duration	Service	Participants	Provider

***Therapy Services***

Actual Date/Time	Total Duration	Service	End Date	Participants	Location	Program

Describe the client and family response to visits:

**Family/Permanency/Independent Living**

Family Involvement:

- Highly Involved  
  Participating  
  Resistive  
  Unresponsive  
  Missing appts.  
 Unable to contact - Client is AWOL

Client had visitation with bio family during the month:

- Yes    No

Client is participating in an Independent Living Program:

- Yes    No

Dates of visits, if applicable:



### Legal Involvement

Client is in the custody of:

- Parent     Custody Agency     Relative     Other

Other:

Client is on probation:

- Yes     No

Name of Probation Officer

### Legal History and Charges

Date	Charges	Primary	Is an Arrest	Docket#	End Date	Remarks
------	---------	---------	--------------	---------	----------	---------

Progress on ISP goal:

### Social/Recreational

Client was involved in the following activities during the month:



**Progress on ISP goal:**

**Educational/Social/Vocational**

Current/Historical School Enrollments

From	To	School	Street Address	State	Zip	Grade	Outcome
------	----	--------	----------------	-------	-----	-------	---------

Current/Historical Employment

Employer	Status	Start Date	Reason for Termination	Termination Date
----------	--------	------------	------------------------	------------------

Attendance:

- Regular   
 Irregular   
 Truant   
 Suspended   
 Expelled

Academic Performance:

- Below Expectations   
 Meets Expectations  
 Exceeds Expectations

**Mental Health/Behavioral**

Monthly Services

Progress on ISP Goal:



**Safety**

**Identified Safety Issues (recent & historical):**

**Were there any critical incidents for the reporting period:**

Yes     No

**If yes, describe:**

**Progress on ISP Goal:**

**Medication including Psychopharmacological Meds**

**Client is on medication:**

Yes     No

**Medications on file:**

Medication	Started	Prescribed by Other	Directions
------------	---------	---------------------	------------

*No information on file*

**Date of next follow-up appointment for medications:**



**Medical (Foster Care and other program(s))**

**Medical Appointments attended for this month:**

Yes     No

**Appointments Attended:**

Start Date	End Date	Type of Treatment	Institution	Details

**Progress on ISP goal:**

**Overall Progress on ISP Goals**

Describe overall progress on ISP goals related to readiness for step down in level of care, and if no step down recommendation, justify continuation of current level.

**Foster Home Review**

Is this foster home able to meet all protective, supervision, safety, and care needs?



Have there been any changes in the foster care setting including changes in the status of the substitute caregiver(s)? Please review marital status, health status, additional children, loss of a household member, arrests, criminal charges, convictions, relocation of home, financial or employment changes:

**Are there changes in support needs to foster parent(s)?**

Table

**Service-Related Encounter Information**

*Program Providing Service*

*Facility Providing Service*



**Florida Regional FC Discharge Summary**

<b>Client:</b>	<b>Date of Birth:</b>	<b>Gender:</b>	<b>ID No.</b>	<b>Intake Date:</b>
<b>Test Client</b>	<b>Event</b>	<b>Actual Date</b>	<b>Title</b>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	

Staff

**Service Summary**

**Reason for discharge:**

**Summarize services provided:**

**Summarize progress:**

**Summarize family involvement while receiving services:**



**Summary of response of the client, parent, family and/or guardian to termination of agency services:**

**Describe any major incidents that may have occurred during services:**

**Mental health Services**

Check if not applicable

**Not applicable**

Did client complete a comprehensive assessment?

**Yes**     **No**

If no, why:

Will client continue mental health treatment?

**Yes**     **No**

If, yes - use sub form to indicate name of provider

**Provider Added?**

Current Diagnosis on File:

Axis	Date	Priority	Priority Description	Diagnosis	DSMIV	ICD9	ICD10 Code	ICD10 Term	DSM5 Term	GAF Score	SNOMED Code	SNOMED Term	WA CGAS Score

Note other services in place:



**Exhibit B**  
**Discharge Summary**

--

Client Response to treatment:

--

Type of Treatment	Reason	Date From	Date To

**Medical Services**

Check if not applicable

**Not applicable**

Current Medication Information

Medication	Started	Frequency	Route	Duration	Provider	Prescribed by	Address	Dosage History

**Education/Vocational Information**

Education information on file:

Date	Degree Earned	Highest Grade Completed	Degree Code	Degree Standard Code

*No information on file*

Aftercare Plan

Unresolved problems/issues:

--

**Describe aftercare services that will be needed at discharge including community services, and individual supports:**

--

**Summary of Progress in Treatment and Client Outcomes**

Treatment Plan Progress:

Status Date	Target Date	Status	Goal Library Description	Goal Statement	Current



**Exhibit B**  
**Discharge Summary**

*Domains*

Domain	Score	Score Type	Interpretation	Problem Identified	Strength Identified	Manual?	Remarks
--------	-------	------------	----------------	--------------------	---------------------	---------	---------

*Entered With*

**Additional Information**

*Medical Appointments*

*Education/Vocation*

Actual Date	Degree Earned	Highest Grade Completed
-------------	---------------	-------------------------

**Tasks/Schedules**

*Schedule Next*

Next Scheduled Event

*Event*

Last Name	First Name	Event	Due Date/Time	Scheduled Date/Time	Staff
-----------	------------	-------	---------------	---------------------	-------

**Service Related Encounter Information**

*Exempt from Billing*

*Activity Type*

*Client Involved*

*Program Providing Service*

*Facility Providing*

*Service Encounter With*

*Service Authorization*

Type of Treatment	Reason	Date From	Date To
-------------------	--------	-----------	---------

# INVOICE FOR SERVICES

**DATE:**  
**INVOICE #:**  
**CONTRACT #:**  
**VENDOR ID NUMBER:**

**Name and Address of Payee**

Provider  
 Street Address  
 City, ST ZIP Code  
 Phone  
 E-Mail Address

DESCRIPTION OF SERVICES RENDERED	AMOUNT	PERIOD COVERED	
<b>TOTAL</b>			

**Provider's Authorized Representative**

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set for in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729—3730 and 3801—3812)*

Accuracy of all accounting information has been verified:

\_\_\_\_\_

Signature

\_\_\_\_\_

Name (Print or Type)

\_\_\_\_\_

Title

**SJC Review and Approval**

\_\_\_\_\_

Contract #:

\_\_\_\_\_

Date received from provider:

\_\_\_\_\_

Date Approved:

\_\_\_\_\_

Approved By:

\_\_\_\_\_



**Expenditure Report submitted to:** St. Johns County CBC  
Attn: Raechel Meeks  
200 San Sebastian View, Suite 2300  
St. Augustine, FL 32084

**Reporting Quarter:** \_\_\_\_\_

**Expenditure Report Submission Date:** \_\_\_\_\_

**Provider Name** \_\_\_\_\_

**Primary Address of Organization:** \_\_\_\_\_

**Contract #** \_\_\_\_\_

Street \_\_\_\_\_

City/Town \_\_\_\_\_

Zip Code \_\_\_\_\_

**Person Primarily Responsible for Completing this Report:** \_\_\_\_\_

Primary Phone Number (if we need to call you about your data): \_\_\_\_\_

E-mail address, if available: \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

**I certify that information contained herein is correct and in accordance  
with the organization's financial statements**

Please enter typed name: \_\_\_\_\_

Signature: \_\_\_\_\_

**Provider Comments:** \_\_\_\_\_

\_\_\_\_\_

### Revenue by Source

Enter the revenues for FY 2022-2023 being reported for this program.

Source of Revenue	1st Reporting Quarter	2nd Reporting Quarter	3rd Reporting Quarter	4th Reporting Quarter	Year To Date
SJC					0.00
DCF/ Substance Abuse and Mental Health Office (SAMH)					0.00
State Department of Juvenile Justice					0.00
Medicaid					0.00
United Way Contracts					0.00
Florida Department of Health					0.00
Local County or City Revenues					0.00
In-Kind Services, Donated Rent, etc.					0.00
Other Charitable Contributions or Donations					0.00
Earned Interest on Endowments and Trusts					0.00
List Others as Needed:					0.00
					0.00
					0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>



Enter expenses for each of the following nonemployee-related expense categories. Add other categories if necessary.

**Facility/Office Related Costs**

	1st Reporting Quarter	2nd Reporting Quarter	3rd Reporting Quarter	4th Reporting Quarter	Expenses Year To Date
Rent and Mortgage Interest					-
Utilities					-
Household Supplies					-
Building & Equipment Insurance					-
Licenses & Permits					-
Janitorial Service					-
Building/Grounds Repairs & Maintenance					-
Equipment Repairs & Maintenance					-
Equipment Rental					-
Office Supplies					-
Expendable Office Furn & Equip					-
Local/Long Distance Service					-
Cellular Telephone/Pager Expense					-
Communications					-
Postage/Shipping					-

**Staff Related Costs**

- Total Staff Expenses from previous page\*\*
- Travel (mileage, hotels, meals, incidentals)
- Conferences/Training
- Staff Meeting
- Staff Recruitment
- Background Screens
- Miscellaneous Benefits

					-
					-
					-
					-
					-
					-
					-

**Vehicle Costs**

- Vehicle Leasing
- Other Vehicle (gas, licenses, repairs, maintenance)
- Vehicle Insurance
- Interest Other Loans

					-
					-
					-
					-

**Miscellaneous Costs**

- Audit Fees
- Contribution Expense
- Purchased Services/Contracted Staff/Consultants
- Gen. & Other Liab. Insurance
- Other Insurance
- Dues/Memberships/Subscriptions
- Printing/Publications
- Provision for 3rd Party Reimb.
- Indirect Expenses
- Contribution Expenses
- Service & Bank Charges
- Miscellaneous Costs
- Depreciation

					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-

**Child/Census Related Costs**

- Medical/Health-related Supplies
- Clothing and Personal Needs
- Recreation
- Education
- Food and associated Preparation
- Residential Supplies
- Financial Assistance to Clients

					-
					-
					-
					-
					-
					-
					-

-	-	-	-	-	-
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Exhibit F

**Incident Reporting Form – Client and Staff Related**

Date of incident		Time of incident	
Date the reporter became aware of the incident		Time the reporter became aware of the incident	
Person reporting incident/ Position <b>and</b> agency			
Specific location of the incident (i.e. actual name of school/hospital/etc.)			

Names of Clients involved in incident		DOB	Race	Sex
Names of non-clients involved in or witnessing incident (i.e. staff, volunteer, foster parent etc.)		Position		

**Type of Incident: See procedure for specific definitions**

- |   |   |
|---|---|
| <input type="checkbox"/> Abuse Sexual/Physical                      | <input type="checkbox"/> Miscellaneous _____              |
| <input type="checkbox"/> Aggressive Behavior, Baker Acted           | <input type="checkbox"/> Neglect/Abuse by Provider        |
| <input type="checkbox"/> Altercation                                | <input type="checkbox"/> Possession of a Substance/Weapon |
| <input type="checkbox"/> Arrest of client/staff/custodian/caregiver | <input type="checkbox"/> Serious Illness/Injury           |
| <input type="checkbox"/> Assault                                    | <input type="checkbox"/> Sexual Battery                   |
| <input type="checkbox"/> Automobile Accident                        | <input type="checkbox"/> Sexual Misconduct                |
| <input type="checkbox"/> Building Incidents                         | <input type="checkbox"/> Suicide Attempt/Threat           |
| <input type="checkbox"/> Death of a Foster Parent/caregiver         | <input type="checkbox"/> Theft                            |
| <input type="checkbox"/> Death of Client                            |   |
| <input type="checkbox"/> Elopement/Runaway                          |   |
| <input type="checkbox"/> Falsification of Records/Documents         |   |

Description of incident (use as much detail as possible) Use an additional page if necessary.	
---	--

**Exhibit F**

Describe the action taken (be as specific as possible and include the names of everyone involved)					
<b>Additional action taken</b>	Law enforcement contacted	Date	Time	Spoke to	Case #
	Abuse registry called	Date	Time	Spoke to	
	Transported to hospital	Date	Time	Hospital	

Signature of reporter <b>(Must be completed)</b>			
	Date	Time	Phone

Client's SJC Case Manager or Reporter's Supervisor		Date
--	--	------

Describe any recommended changes in service needs of client based on the incident.			
--	--	--	--

**For SJC Quality Assurance Use Only**

<b>Date report received</b>		<b>Time report received</b>	
<b>Person/Position who received report</b>			
<b>Report Routed to</b>	CM	CMS	Other
	Date	ID #	
<b>Birth Parent Contacted</b>	Date/Time	Method	FSFn Note Entered
		Text / Email / Phone / Face to Face	Yes / No
<b>Reasons why Contact NOT Made w/Birth Parent</b>	TPR'd <input type="checkbox"/> Attempted <input type="checkbox"/>		
IRAS <input type="checkbox"/>	SJC <input type="checkbox"/>	OD <input type="checkbox"/>	EFC <input type="checkbox"/> NA <input type="checkbox"/>



Exhibit G

**MONTHLY OUTCOME PERFORMANCE SUMMARY**

Agency: National Youth Advocate Program

Program:

Report Prepared by:

Reporting Month/Contract Year:

Monthly Outcome Measures	Numerator	Denominator	Performance Level (%)	Target Goal	% Variance (low is good)	Reason Target Not Met
1) Children served through this contract shall be provided a safe environment, free of incidents of abuse or neglect by the provider's staff, volunteers or visiting family members.	Number of children served by the provider in foster care without verified findings of abuse or neglect.	Number of eligible children served by the provider during the reporting period.	#DIV/0!	100%	#DIV/0!	
2) Children placed in the provider's care will experience no more than two placement disruptions.	Number of children in the provider's care that experience no more than 2 placement disruptions during the contract period.	Number of children in the provider's care for the reporting period.	Actual In Percentages (%)	Target Goal	% Variance (low is good)	Reason Target Not Met
			#DIV/0!	90%	#DIV/0!	
3) Children shall remain in the foster home without incident of running away.	Number of children in the provider's care that remain in the foster home without running away.	Number of children in the provider's care for the reporting period.	Actual In Percentages (%)	Target Goal	% Variance (low is good)	Reason Target Not Met
			#DIV/0!	90%	#DIV/0!	
4) Youth will show improvement in well-being and/or behavior after 6 months of service.	Number of children in care for at least 6 months.	Number of children in the provider's care for at least 6 months.	Actual In Percentages (%)	Target Goal	% Variance (low is good)	Reason Target Not Met
			#DIV/0!	90%	#DIV/0!	
5) Relicensing packets will be submitted to SJC 30 days in advance of the licensing expiration.	Number of licensing packets submitted within 30 days of license expiration.	Number of renewal licensing packets required to be submitted.	Actual In Percentages (%)	Target Goal	% Variance (low is good)	Reason Target Not Met
			#DIV/0!	100%	#DIV/0!	
6) School-age children served under this contract who are placed in the family foster home shall attend school except when the child has an excused absence.	Number of children in the provider's care that attended school.	Number of children in the provider's care for the reporting period.	Actual In Percentages (%)	Target Goal	% Variance (low is good)	Reason Target Not Met
			#DIV/0!	100%	#DIV/0!	



### NYAP Florida Foster Home Monthly Report

**Client:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_ **Gender:** \_\_\_\_\_ **ID No.** \_\_\_\_\_ **Intake Date:** \_\_\_\_\_

#### **Test**

<b>Event</b>	<b>Actual Date</b>	<b>Person Served</b>	<b>Month/Day/Year</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

#### **Foster Home**

Staff

Upload

#### **Biological/Adoptive Family Visits**

Date of Visit

Name of Family Member(s) Visited:

Client Reaction to the Visit (behavior and verbalizations):

Date of Visit

Name of Family Member(s) Visited:



**Client Reaction to the Visit (behavior and verbalizations):**

**Date of Visit**

**Name of Family Member(s) Visited:**

**Client Reaction to the Visit (behavior and verbalizations):**

**Date of Visit**

**Name of Family Member(s) Visited:**

**Client Reaction to the Visit (behavior and verbalizations):**

**Date of Visit**

**Name of Family Member(s) Visited:**



Client Reaction to the Visit (behavior and verbalizations):

Comments:

### Days Out of School

Date Missed

Reason client missed school (illness, suspension, truancy, scheduled day off of school, etc.)

Date Missed

Reason client missed school (illness, suspension, truancy, scheduled day off of school, etc.)

Date Missed



Reason client missed school (illness, suspension, truancy, scheduled day off of school, etc.)

Date Missed

Reason client missed school (illness, suspension, truancy, scheduled day off of school, etc.)

### Respite Days Used

Respite Days Used

Current Placement Disruption

*No information on file*

Date of Respite

Name of Respite Provider

Licensed Home?

Yes     No

Clients' reaction to respite (behavior and verbalizations)

Date of Respite



Name of Respite Provider

Licensed Home?

Yes     No

Clients' reaction to respite (behavior and verbalizations)

Date of Respite

Name of Respite Provider

Licensed Home?

Yes     No

Clients' reaction to respite (behavior and verbalizations)

Date of Respite

Name of Respite Provider



**Licensed Home?**

Yes     No

**Clients' reaction to respite (behavior and verbalizations)**

**Alternative Caregiver Time Used**

**Date Alternative Caregiver Used**

**Number of Hours**

**Name of Alternative Caregiver**

**Client Reaction to Alternative Care (behavior and verbalizations)**

**Date Alternative Caregiver Used**

**Number of Hours**



Name of Alternative Caregiver

Client Reaction to Alternative Care (behavior and verbalizations)

Date Alternative Caregiver Used

Number of Hours

Name of Alternative Caregiver

Client Reaction to Alternative Care (behavior and verbalizations)

Date Alternative Caregiver Used

Number of Hours



Name of Alternative Caregiver

Client Reaction to Alternative Care (behavior and verbalizations)

Date Alternative Caregiver Used

Number of Hours

Name of Alternative Caregiver

Client Reaction to Alternative Care (behavior and verbalizations)

**LOG OF MEDICAL, DENTAL, OPTICAL, AND PSYCHOLOGICAL SERVICES**

Service Date

Service Type



Provider Name

Summary of Services Provided & Follow-Up plan

Service Verification Obtained

Yes     No

Service Date

Service Type

Provider Name

Summary of Services Provided & Follow-Up planPLAN

Service Verification Obtained

Yes     No



Service Date

Service Type

Provider Name

Summary of Services Provided & Follow-Up plan

Service Verification Obtained

Yes     No

Service Date

Service Type

Provider Name



Summary of Services Provided & Follow-Up plan

Service Verification Obtained

Yes     No

Service Date

Service Type

Provider Name

Summary of Services Provided & Follow-Up plan

Service Verification Obtained

Yes     No

Service Date



Service Type

Provider Name

Summary of Services Provided & Follow-Up plan

Service Verification Obtained

Yes     No

**Allowance Log (Note: Youth ages 12-14 minimum of \$30; youth ages 15-18 minimum of \$60) (See below for client signature)**

Date

Amount Given to Client:

Identify Alternative Plan (Savings, Hobby, outing, etc)

Amount to Alternative Plan



Exhibit H  
Foster Home Monthly Report

Date

Amount Given to Client:

Identify Alternative Plan (Savings, Hobby, outing, etc)

Amount to Alternative Plan

Date

Amount Given to Client:

Identify Alternative Plan (Savings, Hobby, outing, etc)

Amount to Alternative Plan

Date

Amount Given to Client:

Identify Alternative Plan (Savings, Hobby, outing, etc)



Amount to Alternative Plan

**Clothing Log (See below for client signature)**

Clothing items purchased, date received, and price for each item:

**Life Book**

Describe the activity that has occurred this month on the Youth's Life Book:

Foster Parent Summary:

Please give a brief summary of the youth's mood, behavior, successes and/or concerns and progress for each week. Note any unusual or significant events or behavior changes, such as sleep and/or eating concerns, emotional outbursts, illness, etc. Please note any other pertinent information including school and social/recreational events.

Week #1

Week #1

Summary:

Week #2



Exhibit H  
Foster Home Monthly Report

Summary:

Week #3

Summary:

Week #4

Summary:

Week #5

Summary:

### Foster Home Review

Note any of the following occurrences since the last foster home report:

Birth of a child

Yes     No



Exhibit H  
Foster Home Monthly Report

Death of a household member

Yes     No

Addition of a household member

Yes     No

Loss of a household member

Yes     No

Relocation of family (move)

Yes     No

Financial hardship or significant loss of income to household

Yes     No

Change in Marital Status

Yes     No

Significant change in the health of a household member

Yes     No

Criminal charge, arrest, or conviction of a household member

Yes     No

Child residing in home turned 18

Yes     No

If yes to any of the above, describe the impact on the foster household:

Date foster parent notified the regional licensing staff and regional manager:



**Acknowledgements:**

[Redacted area]

Allowance(s)    Clothing Log(s) Acknowledgment    Acknowledgment

**Signatures**

We acknowledge that the above information above is correct.

Foster Parent Signature	Date	Foster Parent Signature	Date
Not on file.		Not on file.	

TC Signature	Date
Not on file.	

**\*\*TURN IN COMPLETED MEDICATION LOGS IF YOUTH IS ON MEDS\***

**Participants**

*Relatives/Collaterals*

Participant Role	Participant	Signature
No information on file		

*Participating Organizations*

Agency	Contact
No information on file	



**Tasks/Schedules**

Schedule Next

Next Scheduled Event

*Event*

Last Name	First Name	Event	Due Date/Time	Scheduled Date/Time	Staff
-----------	------------	-------	---------------	---------------------	-------

**Service Related Encounter Information**

Program Providing Service Facility Providing Service



**Test Link**

*Test Data*

Test

*No information on file*

**Treatment Context**

*Treatment Areas*

Goal	Objective	Intervention	Progress	Client Response to Intervention
------	-----------	--------------	----------	---------------------------------

*No information on file*



**Florida Regional Foster Home Recruitment & Retention Activities Report**

Region:

Month/Year:

Recruitment Activities
Describe the recruitment activities completed in <u>the last</u> calendar month:
Describe the recruitment activities planned or completed <u>during current</u> calendar month:

Retention Activities
Describe the retention activities completed in <u>the last</u> calendar month:
Describe the retention activities planned or completed <u>during current</u> calendar month:

New Licensing/Certification Activities
List the names of prospective foster/adoptive homes in the certification process and their specific status in the process:

Foster/Adoptive Home Census Growth			
Number of new homes opened in the last calendar month:		Number of new homes opened Year-To-Date:	
Number of Family Foster Homes opened in the last calendar month:		Number of Family Foster Homes opened Year-To-Date:	
Number of Treatment Foster Homes opened in the last calendar month:		Number of Treatment Foster Homes opened Year-To-Date:	
Number of new homes opened in the last calendar month accepting adolescent placements:		Number of new homes opened Year-To-Date accepting adolescent placements:	



Exhibit I

**NATIONAL YOUTH ADVOCATE PROGRAM**

*Caring for People - Connecting Communities - Promoting Peace*

<b>Foster/Adoptive Home Census Attrition</b>			
<b>Number of homes closed in the last calendar month:</b>		<b>Number of homes closed Year-To-Date:</b>	
<b>Number of Family Foster Homes closed in the last calendar month:</b>		<b>Number of Family Foster Homes closed Year-To-Date:</b>	
<b>Number of Treatment Foster Homes closed in the last calendar month:</b>		<b>Number of Treatment Foster Homes closed Year-To-Date:</b>	
<b>Number of homes closed in the last calendar month accepting adolescent placements:</b>		<b>Number of homes closed Year-To-Date accepting adolescent placements:</b>	
<b>Comments regarding closed homes:</b>			

<b>Innovative or Promising Licensing/Recruitment/Retention Practices</b>
<b>Describe Innovative or Promising Practices employed during the previous or current calendar month:</b>

Submitted by: \_\_\_\_\_



## DCF OFFICE OF CIVIL RIGHTS COMPLIANCE CHECKLIST

[To see "INSTRUCTIONS," click paragraph symbol ¶ on standard toolbar at top of your computer screen.]

Provider Name	County	Region/Circuit
Corporate Mailing Address		
City, State, Zip Code		Main Telephone Number
DCF Contract(s) Number(s)	Total Contract(s) amount \$	Total amount of federal funding \$
Total amount of state funding \$		
Are any of the contract numbers listed above a multi-year contract? If yes, state which one(s) and contract period.		
Completed By (name and title)	Telephone Number	Date Completed

**PART I.**

1. Describe the geographic area served and the type of service(s) provided:

2. Population of Area Served. List source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male

3. Staff Currently Employed. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled

4. Number of Clients Participating or Served. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled

5. Advisory or Governing Board, if applicable.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled

**PART II.** (Use a separate sheet of paper for any explanations requiring more space.)

6. Compare staff composition (#3) to population of area served (#2). Is staff representative of the population served? If No or NA, please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
7. Compare client composition (#4) to population of area served (#2). Are race/sex composition representative of populations served? If NO or NA, please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
8. Do you inform employees, applicants, and clients of their protection against discrimination in employment practices and in the delivery of services? If YES, how (verbal, written, poster)? If NO or NA, please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
9. Do recruitment and notification materials advise applicants, employees and clients of your non-discrimination policy? If NO, please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
10. Do you have a grievance/complaint policy or procedure receive, investigate and resolve complaints regarding employment decisions and provision of services to clients? If NO, please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
11. Does your grievance/complaint policy or procedure notify your employees and clients of their right to file a complaint with the appropriate external agency and provide contact information for these agencies (DOJ, HHS, EEOC, DCF)? If NO, please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA

<p>12. If applicable, does your grievance/complaint policy incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of Section 504 of the Rehabilitation Act of 1973 (disability in employment practices and the delivery of services)? <i>[Applicable to providers with 50 or more employees and \$25,000 or more in DOJ funding.]</i> If NO, please explain.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
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**PART III.** (Use a separate sheet of paper for any explanations requiring more space.)

<p>13. Provide the number and status of any service delivery and employment discrimination complaints filed against your organization within the last 12 months.</p>	
<p>14. Have you submitted any findings of discrimination issued by a court or administrative agency to both the DCF Office of Civil Rights and appropriate external agency (DOJ, USDA). If NO, please explain.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>15. Are program eligibility requirements applied to applicants and clients without regard to race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>16. Are benefits, services, and facilities available to applicants and participants in an equally effective manner regardless of race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>17. Are room assignments for in-patient services made without regard to race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>18. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, please explain.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>19. Are the programs/facilities/services accessible to mobility, deaf or hard of hearing, and sight impaired individuals? If NO or NA, please explain.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>20. Are Limited-English Proficient (LEP) applicants and recipients provided equal access to benefits and services, including free interpreter services? If NO or NA, please explain. List below what steps are taken to ensure meaningful access to persons with LEP (written policy, outreach, etc.).</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>21. Have you conducted a self-evaluation to identify barriers to serving individuals with disabilities or LEP? If NO or NA, please explain.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>22. Provide the name and contact information for the individual designated as your organization's Section 504, ADA, and/or Title VI Coordinator for compliance activities.</p>	
<p>23. Are you providing Civil Rights training (employment and service delivery) for staff? If YES, how often? If NO or NA, please explain. List all the civil rights training provided to staff within the last 12 months.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>24. If you conduct religious activities as part of your program or services, do you:</p> <p>a. Provide services to everyone regardless of religion or religious belief?</p> <p>b. Keep religious activity such as prayer and religious instruction separate from federally funded activities?</p> <p>c. Are religious activities voluntary?</p> <p>If NO or NA to any of the questions above, please explain.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA

<p>25. If you are a sub-recipient of DOJ funding and operate an educational program or activity, have you taken the following actions:</p> <p>a. Adopted grievance procedures that provide for prompt and equitable resolution of complaints that allege sex discrimination in violation of Title IX of the Education Amendments of 1972?</p> <p>b. Designated a person to coordinate compliance with Title IX?</p> <p>c. Notified applicants, employees, students, parents, and clients that you do not discriminate on the basis of sex in your educational programs or activities?</p> <p>If applicable and you answered NO to any of the questions above, please explain.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p>
<p>26. If applicable, do you have an Equal Employment Opportunity Plan (EEO)? If you are a sub-recipient of DOJ funding, have you filed the appropriate EEO certification with Office of Civil Rights, Office of Justice Programs? If YES, provide a copy of the EEO and/or certification.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p>

**PART IV.**

DEPARTMENT OF CHILDREN AND FAMILIES USE ONLY			
Date Received by DCF Contract Manager		Date Reviewed by Contract Manager	
Contract Manager Name/Signature		Telephone Number	
Is the contract information (contract number, amount of contract, etc.) correct?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Did contracted services provider answer/complete all three sections? If YES, submit to Civil Rights Officer (CRO). If NO, return to provider for completion.		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Date Submitted to Civil Rights Officer (CRO)	Date Received by CRO	Date Reviewed by CRO	In Compliance? <input type="checkbox"/> YES <input type="checkbox"/> NO
Comments			
Type of Compliance Review: <input type="checkbox"/> On-Site Limited Review <input type="checkbox"/> On-Site Full Review <input type="checkbox"/> Desk Limited Review			
Date of Compliance/No-Compliance Notice	Response Due Date	Response Received Date	
Compliant? <input type="checkbox"/> YES <input type="checkbox"/> NO	Civil Rights Officer Name/Signature		

### **ATTACHMENT III**

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

#### **MONITORING**

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500-200.521 and § 215.97, F.S., as revised, SJC 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 staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by SJC. In the event SJC determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by SJC regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's inspector general, the state's Chief Financial Officer or the Auditor General.

#### **AUDITS**

##### **PART I: FEDERAL REQUIREMENTS**

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

In the event the recipient expends \$750,000 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 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to SJC's contract manager. In the event the recipient expends less than \$750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the SJC's 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 SJC, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

The schedule of expenditures should disclose the expenditures by contract number for each contract with SJC 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 shall be fully disclosed in the audit report package with reference to the specific contract number.

##### **PART II: STATE REQUIREMENTS**

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

In the event the recipient expends \$750,000 or more for fiscal years beginning on or after July 1, 2016 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 SJC's contract manager. In the event the recipient expends less than \$750,000 for fiscal years beginning on or after July 1, 2016 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the SJC's 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 SJC, 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 SJC 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 shall be fully disclosed in the audit report package with reference to the specific contract number.

### **PART III: SJC**

This part is applicable if the recipient is a profit or a non-profit organization that does not meet the threshold requirements above for a federal or state single audit. If the recipient has revenue in excess of \$250,000, the recipient must have a financial statement audit conducted by an independent auditor in accordance with generally accepted accounting principles (GAAP). If the recipient has revenue less than \$250,000, the recipient must have a financial statement review conducted by an independent auditor in accordance with generally accepted accounting principles (GAAP).

### **PART IV: REPORT SUBMISSION**

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

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

Office of the Inspector General  
Single Audit Unit  
The Centre, Suite 400-I  
2415 Monroe Street  
Tallahassee, FL 32303

Email address: [HQW.IG.Single.Audit@myflfamilies.com](mailto:HQW.IG.Single.Audit@myflfamilies.com)

- C. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the

recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<http://harvester.census.gov/facweb/>

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

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

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

Email address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

Providers, when submitting audit report packages to SJC for audits done in accordance with 2 CFR §§ 200.500-200.521, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to SJC in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

#### **PART IV: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow SJC or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to SJC or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by SJC.



**State of Florida  
Department of Children and Families**

**Clear**

**SECURITY AGREEMENT**

FOR DEPARTMENT OF CHILDREN AND FAMILIES (DCF) EMPLOYEES AND SYSTEMS USERS

The Department of Children and Families has authorized me:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Employer/Office/Region

To have access to sensitive data using computer-related media (e.g., printed reports, system inquiry, on-line updates, electronic copies or any photographic or magnetic media).

By my signature below, I acknowledge my understanding a security violation may result in criminal prosecution according to the provisions of Federal and State statutes and may also result in disciplinary action against me according to the department's Standards of Conduct in the Employee Handbook. Also by signing below, I acknowledge that I have received, read, understand and agree to be bound by the following:

- I understand the Florida Computer Crimes Act, Chapter 815, Florida Statutes, prohibits individuals from willfully, knowingly, and without authorization from deleting important data, or accessing, disrupting, denying use, destroying, injuring, or introducing a virus/malware on a computer, computer system, or computer network, or modifying or destroying computer data, computer programs, or their supporting documentation. Violations are not acceptable and may be subject to discipline up to and including separation and/or criminal charges.
- I understand Chapter 119.0712, Florida Statutes, provides that all personal identifying information contained in records relating to an individual's personal health or eligibility for health-related services held by the Department of Health is confidential.
- I understand Chapter 119.0712, Florida Statutes, provides that personal information contained in a motor vehicle record is confidential pursuant to the federal Driver's Privacy Protection Act (DPPA) of 1994, 18 U.S.C. ss. 2721 et seq. Such information may be released only as authorized by that act.
- I understand that 45 CFR §155.260, Privacy and Security of Personally Identifiable Information, requires the DCF workforce to comply with all policies and procedures developed and implemented by DCF to protect the privacy and security of Personally Identifiable Information.

- I understand the penalty provisions of Sections 7431, 7213 and 7213A of the Internal Revenue Code, which provide civil and criminal penalties for unauthorized inspection or disclosure of Federal Tax Information.
- I understand that Internal Revenue Code 6103(l)(7) provides confidentiality for FTI accessed for work related to the Social Security Act, the Food Stamp Act of 1977, or USC Title 38 and disclosure of this information is a confidentiality violation.
- I understand that DCF operating procedure CFOP 50-2, Security of Data and Information Technology Resources, outlines the processes for securely connecting to the department's network and securely using departmental data and other information technology resources, including how to report a security event.
- I understand it is the policy of DCF that no contract employee shall have access to Internal Revenue Service tax information or Florida Department of Law Enforcement managed Criminal Justice Information Security policy covered data ([https://www.fbi.gov/file-repository/cjis-security-policy-v5\\_5\\_20160601-2-1.pdf](https://www.fbi.gov/file-repository/cjis-security-policy-v5_5_20160601-2-1.pdf)), unless approved in writing, by name and position to access specified information, as authorized by regulation and/or statute.
- I understand it is the policy of DCF that I do not disclose personal passwords.
- I understand it is the policy of DCF that I do not obtain Department information for my own use or another person's personal use.
- I understand the viewing of employee or client data, even data that is not confidential or otherwise exempt from disclosure as a public record, without a business need constitutes misuse of access and is not acceptable and may be subject to discipline up to and including separation.
- I understand the Department of Children and Families will perform regular database queries to identify possible misuse of access.
- I will only access or view information or data for which I am authorized and have a legitimate business reason to see when performing my job duties. I shall maintain the integrity of all confidential and sensitive information accessed.

**PRIVACY ACT STATEMENT:** Disclosure of your social security number is voluntary, but must be provided in order to gain access to department systems. It is protected information pursuant to Section 282.318, Florida Statutes, the Security of Data and Information Technology Resources Act. The Department requests social security numbers to ensure secure access to data systems, prevent unauthorized access to confidential and sensitive information collected and stored by the Department, and provide a unique identifier in our systems.

_____	_____	_____
Print Employee / System User Name	Signature Employee / System User	Date
_____	_____	_____
Print Supervisor Name	Supervisor Signature	Date

## AGREEMENT REFERENCES

### FLORIDA STATUTES, CHAPTER 815: COMPUTER RELATED CRIMES

**815.01 Short title.**—The provisions of this act shall be known and may be cited as the “Florida Computer Crimes Act.”

History.—s. 1, ch. 78-92.

**815.02 Legislative intent.**—The Legislature finds and declares that:

- (1) Computer-related crime is a growing problem in government as well as in the private sector.
- (2) Computer-related crime occurs at great cost to the public since losses for each incident of computer crime tend to be far greater than the losses associated with each incident of other white collar crime.
- (3) The opportunities for computer-related crimes in financial institutions, government programs, government records, and other business enterprises through the introduction of fraudulent records into a computer system, the unauthorized use of computer facilities, the alteration or destruction of computerized information or files, and the stealing of financial instruments, data, and other assets are great.
- (4) The proliferation of new technology has led to the integration of computer systems in most sectors of the marketplace through the creation of computer networks, greatly extending the reach of computer crime.
- (5) While various forms of computer crime might possibly be the subject of criminal charges based on other provisions of law, it is appropriate and desirable that a supplemental and additional statute be provided which proscribes various forms of computer abuse.

History.—s. 1, ch. 78-92; s. 2, ch. 2014-208.

**815.03 Definitions.**—As used in this chapter, unless the context clearly indicates otherwise:

- (1) “Access” means to approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any resources of a computer, computer system, or computer network.
- (2) “Computer” means an internally programmed, automatic device that performs data processing.
- (3) “Computer contaminant” means any set of computer instructions designed to modify, damage, destroy, record, or transmit information within a computer, computer system, or computer network without the intent or permission of the owner of the information. The term includes, but is not limited to, a group of computer instructions, commonly called viruses or worms, which are self-replicating or self-propagating and which are designed to contaminate other computer programs or computer data; consume computer resources; modify, destroy, record, or transmit data; or in some other fashion usurp or interfere with the normal operation of the computer, computer system, or computer network.
- (4) “Computer network” means a system that provides a medium for communication between one or more computer systems or electronic devices, including communication with an input or output device such as a display terminal, printer, or other electronic equipment that is connected to the computer systems or electronic devices by physical or wireless telecommunication facilities.
- (5) “Computer program or computer software” means a set of instructions or statements and related data which, when executed in actual or modified form, cause a computer, computer system, or computer network to perform specified functions.
- (6) “Computer services” include, but are not limited to, computer time; data processing or storage functions; or other uses of a computer, computer system, or computer network.
- (7) “Computer system” means a device or collection of devices, including support devices, one or more of which contain computer programs, electronic instructions, or input data and output data, and which perform functions, including, but not limited to, logic, arithmetic, data storage, retrieval, communication, or control. The term does not include calculators that are not programmable and that are not capable of being used in conjunction with external files.
- (8) “Data” means a representation of information, knowledge, facts, concepts, computer software, computer programs, or instructions. Data may be in any form, in storage media or stored in the memory of the computer, or in transit or presented on a display device.
- (9) “Electronic device” means a device or a portion of a device that is designed for and capable of communicating across a computer network with other computers or devices for the purpose of transmitting, receiving, or storing

data, including, but not limited to, a cellular telephone, tablet, or other portable device designed for and capable of communicating with or across a computer network and that is actually used for such purpose.

(10) "Financial instrument" means any check, draft, money order, certificate of deposit, letter of credit, bill of exchange, credit card, or marketable security.

(11) "Intellectual property" means data, including programs.

(12) "Property" means anything of value as defined in s. 812.012 and includes, but is not limited to, financial instruments, information, including electronically produced data and computer software and programs in machine-readable or human-readable form, and any other tangible or intangible item of value.

History.—s. 1, ch. 78-92; s. 9, ch. 2001-54; s. 4, ch. 2010-117; s. 3, ch. 2014-208.

**815.04 Offenses against intellectual property; public records exemption.—**

(1) A person who willfully, knowingly, and without authorization introduces a computer contaminant or modifies or renders unavailable data, programs, or supporting documentation residing or existing internal or external to a computer, computer system, computer network, or electronic device commits an offense against intellectual property.

(2) A person who willfully, knowingly, and without authorization destroys data, programs, or supporting documentation residing or existing internal or external to a computer, computer system, computer network, or electronic device commits an offense against intellectual property.

(3) Data, programs, or supporting documentation that is a trade secret as defined in s. 812.081, that is held by an agency as defined in chapter 119, and that resides or exists internal or external to a computer, computer system, computer network, or electronic device is confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This subsection is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2021, unless reviewed and saved from repeal through reenactment by the Legislature.

(4) A person who willfully, knowingly, and without authorization discloses or takes data, programs, or supporting documentation that is a trade secret as defined in s. 812.081 or is confidential as provided by law residing or existing internal or external to a computer, computer system, computer network, or electronic device commits an offense against intellectual property.

(5)(a) Except as otherwise provided in this subsection, an offense against intellectual property is a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(b) If the offense is committed for the purpose of devising or executing any scheme or artifice to defraud or to obtain any property, the person commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

History.—s. 1, ch. 78-92; s. 1, ch. 94-100; s. 431, ch. 96-406; s. 1, ch. 2014-177; s. 4, ch. 2014-208; s. 5, ch. 2016-5; s. 20, ch. 2016-6.

**815.045 Trade secret information.—**The Legislature finds that it is a public necessity that trade secret information as defined in s. 812.081, and as provided for in s. 815.04(3), be expressly made confidential and exempt from the public records law because it is a felony to disclose such records. Due to the legal uncertainty as to whether a public employee would be protected from a felony conviction if otherwise complying with chapter 119, and with s. 24(a), Art. I of the State Constitution, it is imperative that a public records exemption be created. The Legislature in making disclosure of trade secrets a crime has clearly established the importance attached to trade secret protection. Disclosing trade secrets in an agency's possession would negatively impact the business interests of those providing an agency such trade secrets by damaging them in the marketplace, and those entities and individuals disclosing such trade secrets would hesitate to cooperate with that agency, which would impair the effective and efficient administration of governmental functions. Thus, the public and private harm in disclosing trade secrets significantly outweighs any public benefit derived from disclosure, and the public's ability to scrutinize and monitor agency action is not diminished by nondisclosure of trade secrets.

History.—s. 2, ch. 94-100. Note.—Former s. 119.165.

**815.06 Offenses against users of computers, computer systems, computer networks, and electronic devices.—**

(1) As used in this section, the term "user" means a person with the authority to operate or maintain a computer, computer system, computer network, or electronic device.

- (2) A person commits an offense against users of computers, computer systems, computer networks, or electronic devices if he or she willfully, knowingly, and without authorization:
- (a) Accesses or causes to be accessed any computer, computer system, computer network, or electronic device with knowledge that such access is unauthorized;
  - (b) Disrupts or denies or causes the denial of the ability to transmit data to or from an authorized user of a computer, computer system, computer network, or electronic device, which, in whole or in part, is owned by, under contract to, or operated for, on behalf of, or in conjunction with another;
  - (c) Destroys, takes, injures, or damages equipment or supplies used or intended to be used in a computer, computer system, computer network, or electronic device;
  - (d) Destroys, injures, or damages any computer, computer system, computer network, or electronic device;
  - (e) Introduces any computer contaminant into any computer, computer system, computer network, or electronic device; or
  - (f) Engages in audio or video surveillance of an individual by accessing any inherent feature or component of a computer, computer system, computer network, or electronic device, including accessing the data or information of a computer, computer system, computer network, or electronic device that is stored by a third party.
- (3)(a) Except as provided in paragraphs (b) and (c), a person who violates subsection (2) commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
- (b) A person commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, if he or she violates subsection (2) and:
- 1. Damages a computer, computer equipment or supplies, a computer system, or a computer network and the damage or loss is at least \$5,000;
  - 2. Commits the offense for the purpose of devising or executing any scheme or artifice to defraud or obtain property;
  - 3. Interrupts or impairs a governmental operation or public communication, transportation, or supply of water, gas, or other public service; or
  - 4. Intentionally interrupts the transmittal of data to or from, or gains unauthorized access to, a computer, computer system, computer network, or electronic device belonging to any mode of public or private transit, as defined in s. 341.031.
- (c) A person who violates subsection (2) commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, if the violation:
- 1. Endangers human life; or
  - 2. Disrupts a computer, computer system, computer network, or electronic device that affects medical equipment used in the direct administration of medical care or treatment to a person.
- (4) A person who willfully, knowingly, and without authorization modifies equipment or supplies used or intended to be used in a computer, computer system, computer network, or electronic device commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.
- (5)(a) In addition to any other civil remedy available, the owner or lessee of the computer, computer system, computer network, computer program, computer equipment or supplies, electronic device, or computer data may bring a civil action against a person convicted under this section for compensatory damages.
- (b) In an action brought under this subsection, the court may award reasonable attorney fees to the prevailing party.
- (6) A computer, computer system, computer network, computer software, computer data, or electronic device owned by a defendant that is used during the commission of a violation of this section or a computer or electronic device owned by the defendant that is used as a repository for the storage of software or data obtained in violation of this section is subject to forfeiture as provided under ss. 932.701-932.704.
- (7) This section does not apply to a person who:
- (a) Acts pursuant to a search warrant or to an exception to a search warrant authorized by law;
  - (b) Acts within the scope of his or her lawful employment; or
  - (c) Performs authorized security operations of a government or business.
- (8) For purposes of bringing a civil or criminal action under this section, a person who causes, by any means, the access to a computer, computer system, computer network, or electronic device in one jurisdiction from another jurisdiction is deemed to have personally accessed the computer, computer system, computer network, or electronic device in both jurisdictions.

(9) This chapter does not impose liability on a provider of an interactive computer service as defined in 47 U.S.C. s. 230(f), information service as defined in 47 U.S.C. s. 153, or communications service as defined in s. 202.11 that provides the transmission, storage, or caching of electronic communications or messages of others; other related telecommunications or commercial mobile radio service; or content provided by another person.  
History.—s. 1, ch. 78-92; s. 11, ch. 2001-54; s. 5, ch. 2014-208.

**815.061 Offenses against public utilities.—**

(1) As used in this section, the term “public utility” includes:

- (a) A public utility or electric utility as defined in s. 366.02.
- (b) A utility as defined in s. 367.021.
- (c) A natural gas transmission company as defined in s. 368.103.
- (d) A person, corporation, partnership, association, public agency, municipality, cooperative, gas district, or other legal entity and their lessees, trustees, or receivers, now or hereafter owning, operating, managing, or controlling gas transmission or distribution facilities or any other facility supplying or storing natural or manufactured gas or liquefied gas with air admixture or any similar gaseous substances by pipeline to or for the public within this state.
- (e) A separate legal entity created under s. 163.01 and composed of any of the entities described in this subsection for the purpose of providing utility services in this state, including wholesale power and electric transmission services.

(2) A person may not willfully, knowingly, and without authorization:

- (a) Gain access to a computer, computer system, computer network, or electronic device owned, operated, or used by a public utility while knowing that such access is unauthorized.
- (b) Physically tamper with, insert a computer contaminant into, or otherwise transmit commands or electronic communications to a computer, computer system, computer network, or electronic device that causes a disruption in any service delivered by a public utility.

(3)(a) A person who violates paragraph (2)(a) commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(b) A person who violates paragraph (2)(b) commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

History.—s. 6, ch. 2014-208.

**815.07 This chapter not exclusive.—**The provisions of this chapter shall not be construed to preclude the applicability of any other provision of the criminal law of this state which presently applies or may in the future apply to any transaction which violates this chapter, unless such provision is inconsistent with the terms of this chapter. History.—s. 1, ch. 78-92.

**The Driver Privacy Protection Act**  
18 USC 2721, Title 18-CRIMES AND CRIMINAL PROCEDURE, PART I-CRIMES  
CHAPTER 123 - PROHIBITION ON RELEASE AND USE OF CERTAIN PERSONAL INFORMATION FROM STATE  
MOTOR VEHICLE RECORDS

*Under Florida law, motor vehicle, driver license and vehicular crash record information are public information. The Driver Privacy Protection Act, 18 United States Code, Section 2721, keeps personal information private by limiting those who can have it. DPPA restricts public access to social security numbers, driver license or identification card numbers, names, addresses, telephone numbers and medical or disability information, contained in motor vehicle and driver license records. Additionally, emergency contact information and email addresses are restricted pursuant to Section 119.0712(2), Florida Statutes.*

**(a) In General.**-A State department of motor vehicles, and any officer, employee, or contractor thereof, shall not knowingly disclose or otherwise make available to any person or entity:

(1) personal information, as defined in 18 U.S.C. 2725(3), about any individual obtained by the department in connection with a motor vehicle record, except as provided in subsection (b) of this section; or  
(2) highly restricted personal information, as defined in 18 U.S.C. 2725(4), about any individual obtained by the department in connection with a motor vehicle record, without the express consent of the person to whom such information applies, except uses permitted in subsections (b)(1), (b)(4), (b)(6), and (b)(9): Provided, That subsection (a)(2) shall not in any way affect the use of organ donation information on an individual's driver's license or affect the administration of organ donation initiatives in the States.

**(b) Permissible Uses.**-Personal information referred to in subsection (a) shall be disclosed for use in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls, or advisories, performance monitoring of motor vehicles and dealers by motor vehicle manufacturers, and removal of non-owner records from the original owner records of motor vehicle manufacturers to carry out the purposes of titles I and IV of the Anti Car Theft Act of 1992, the Automobile Information Disclosure Act (15 U.S.C. 1231 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), and chapters 301, 305, and 321-331 of title 49, and, subject to subsection (a)(2), may be disclosed as follows:

- (1) For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.
- (2) For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
- (3) For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only-
- (A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
- (B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
- (4) For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.
- (5) For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
- (6) For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.
- (7) For use in providing notice to the owners of towed or impounded vehicles.

- (8) For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection.
- (9) For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49.
- (10) For use in connection with the operation of private toll transportation facilities.
- (11) For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.
- (12) For bulk distribution for surveys, marketing or solicitations if the State has obtained the express consent of the person to whom such personal information pertains.
- (13) For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
- (14) For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.
- (c) Resale or Redisclosure.**-An authorized recipient of personal information (except a recipient under subsection (b)(11) or (12)) may resell or redisclose the information only for a use permitted under subsection (b) (but not for uses under subsection (b)(11) or (12)). An authorized recipient under subsection (b)(11) may resell or redisclose personal information for any purpose. An authorized recipient under subsection (b)(12) may resell or redisclose personal information pursuant to subsection (b)(12). Any authorized recipient (except a recipient under subsection (b)(11)) that resells or rediscloses personal information covered by this chapter must keep for a period of 5 years records identifying each person or entity that receives information and the permitted purpose for which the information will be used and must make such records available to the motor vehicle department upon request.
- (d) Waiver Procedures.**-A State motor vehicle department may establish and carry out procedures under which the department or its agents, upon receiving a request for personal information that does not fall within one of the exceptions in subsection (b), may mail a copy of the request to the individual about whom the information was requested, informing such individual of the request, together with a statement to the effect that the information will not be released unless the individual waives such individual's right to privacy under this section.
- (e) Prohibition on Conditions.**-No State may condition or burden in any way the issuance of an individual's motor vehicle record as defined in 18 U.S.C. 2725(1) to obtain express consent. Nothing in this paragraph shall be construed to prohibit a State from charging an administrative fee for issuance of a motor vehicle record.

(Added Pub. L. 103-322, title XXX, §300002(a), Sept. 13, 1994, 108 Stat. 2099 ; amended Pub. L. 104-287, §1, Oct. 11, 1996, 110 Stat. 3388 ; Pub. L. 104-294, title VI, §604(b)(46), Oct. 11, 1996, 110 Stat. 3509 ; Pub. L. 106-69, title III, §350(c), (d), Oct. 9, 1999, 113 Stat. 1025 ; Pub. L. 106-346, §101(a) [title III, §309(c)-(e)], Oct. 23, 2000, 114 Stat. 1356 , 1356A-24.)

**FLORIDA STATUTES, CHAPTER 119: PUBLIC RECORDS:  
DRIVER PRIVACY PROTECTION ACT (DPPA)**

*UNDER STATE LAW, MOTOR VEHICLE, DRIVER LICENSE, AND VEHICULAR CRASH RECORDS ARE SUBJECT TO PUBLIC DISCLOSURE; THIS STATUTE KEEPS PERSONAL INFORMATION PRIVATE BY LIMITING WHO HAS ACCESS TO THE INFORMATION.*

**119.0712 Executive branch agency-specific exemptions from inspection or copying of public records.—**

**(1) DEPARTMENT OF HEALTH.—**All personal identifying information contained in records relating to an individual's personal health or eligibility for health-related services held by the Department of Health is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution, except as otherwise provided in this subsection. Information made confidential and exempt by this subsection shall be disclosed:

- (a) With the express written consent of the individual or the individual's legally authorized representative.
- (b) In a medical emergency, but only to the extent necessary to protect the health or life of the individual.
- (c) By court order upon a showing of good cause.
- (d) To a health research entity, if the entity seeks the records or data pursuant to a research protocol approved by the department, maintains the records or data in accordance with the approved protocol, and enters into a purchase and data-use agreement with the department, the fee provisions of which are consistent with s. 119.07(4). The department may deny a request for records or data if the protocol provides for intrusive follow-back contacts, has not been approved by a human studies institutional review board, does not plan for the destruction of confidential records after the research is concluded, is administratively burdensome, or does not have scientific merit. The agreement must restrict the release of any information that would permit the identification of persons, limit the use of records or data to the approved research protocol, and prohibit any other use of the records or data. Copies of records or data issued pursuant to this paragraph remain the property of the department.

**(2) DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES.—**

(a) For purposes of this subsection, the term "motor vehicle record" means any record that pertains to a motor vehicle operator's permit, motor vehicle title, motor vehicle registration, or identification card issued by the Department of Highway Safety and Motor Vehicles.

(b) Personal information, including highly restricted personal information as defined in 18 U.S.C. s. 2725, contained in a motor vehicle record is confidential pursuant to the federal Driver's Privacy Protection Act of 1994, 18 U.S.C. ss. 2721 et seq. Such information may be released only as authorized by that act; however, information received pursuant to that act may not be used for mass commercial solicitation of clients for litigation against motor vehicle dealers.

(c) E-mail addresses collected by the Department of Highway Safety and Motor Vehicles pursuant to s. 319.40(3), s. 320.95(2), or s. 322.08(9) are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption applies retroactively. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2020, unless reviewed and saved from repeal through reenactment by the Legislature.

(d)1. Emergency contact information contained in a motor vehicle record is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

2. Without the express consent of the person to whom such emergency contact information applies, the emergency contact information contained in a motor vehicle record may be released only to law enforcement agencies for purposes of contacting those listed in the event of an emergency.

**(3) OFFICE OF FINANCIAL REGULATION.—**The following information held by the Office of Financial Regulation before, on, or after July 1, 2011, is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution:

(a) Any information received from another state or federal regulatory, administrative, or criminal justice agency that is otherwise confidential or exempt pursuant to the laws of that state or pursuant to federal law.

(b) Any information that is received or developed by the office as part of a joint or multiagency examination or investigation with another state or federal regulatory, administrative, or criminal justice agency. The office may obtain and use the information in accordance with the conditions imposed by the joint or multiagency agreement.

This exemption does not apply to information obtained or developed by the office that would otherwise be available for public inspection if the office had conducted an independent examination or investigation under Florida law.

History.—s. 1, ch. 97-185; s. 1, ch. 2001-108; ss. 1, 2, ch. 2004-62; s. 7, ch. 2004-335; ss. 32, 33, ch. 2005-251; s. 1, ch. 2006-199; s. 1, ch. 2007-94; ss. 1, 2, ch. 2009-153; s. 1, ch. 2011-88; s. 7, ch. 2013-18; s. 1, ch. 2015-32; s. 9, ch. 2016-10; s. 1, ch. 2016-28.

Note.—

A. Additional exemptions from the application of this section appear in the General Index to the Florida Statutes under the heading “Public Records.”

B. Former s. 119.07(6)(aa), (cc).

**Section 155.260: Privacy and security of personally identifiable information.**

**TITLE 45—Public Welfare**

**Subtitle A—DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**SUBCHAPTER A—GENERAL ADMINISTRATION**

**(a) Creation, collection, use and disclosure.**

(1) Where the Exchange creates or collects personally identifiable information for the purposes of determining eligibility for enrollment in a qualified health plan; determining eligibility for other insurance affordability programs, as defined in §155.300; or determining eligibility for exemptions from the individual shared responsibility provisions in section 5000A of the Code, the Exchange may only use or disclose such personally identifiable information to the extent such information is necessary:

- (i) For the Exchange to carry out the functions described in §155.200;
- (ii) For the Exchange to carry out other functions not described in paragraph (a)(1)(i) of this section, which the Secretary determines to be in compliance with section 1411(g)(2)(A) of the Affordable Care Act and for which an individual provides consent for his or her information to be used or disclosed; or
- (iii) For the Exchange to carry out other functions not described in paragraphs (a)(1)(i) and (ii) of this section, for which an individual provides consent for his or her information to be used or disclosed, and which the Secretary determines are in compliance with section 1411(g)(2)(A) of the Affordable Care Act under the following substantive and procedural requirements:

**(A) Substantive requirements.** The Secretary may approve other uses and disclosures of personally identifiable information created or collected as described in paragraph (a)(1) of this section that are not described in paragraphs (a)(1)(i) or (ii) of this section, provided that HHS determines that the information will be used only for the purposes of and to the extent necessary in ensuring the efficient operation of the Exchange consistent with section 1411(g)(2)(A) of the Affordable Care Act, and that the uses and disclosures are also permissible under relevant law and policy.

**(B) Procedural requirements for approval of a use or disclosure of personally identifiable information.** To seek approval for a use or disclosure of personally identifiable information created or collected as described in paragraph (a)(1) of this section that is not described in paragraphs (a)(1)(i) or (ii) of this section, the Exchange must submit the following information to HHS:

- (1) Identity of the Exchange and appropriate contact persons;
- (2) Detailed description of the proposed use or disclosure, which must include, but not necessarily be limited to, a listing or description of the specific information to be used or disclosed and an identification of the persons or entities that may access or receive the information;
- (3) Description of how the use or disclosure will ensure the efficient operation of the Exchange consistent with section 1411(g)(2)(A) of the Affordable Care Act; and
- (4) Description of how the information to be used or disclosed will be protected in compliance with privacy and security standards that meet the requirements of this section or other relevant law, as applicable.

(2) The Exchange may not create, collect, use, or disclose personally identifiable information unless the creation, collection, use, or disclosure is consistent with this section.

(3) The Exchange must establish and implement privacy and security standards that are consistent with the following principles:

- (i) **Individual access.** Individuals should be provided with a simple and timely means to access and obtain their personally identifiable information in a readable form and format;
- (ii) **Correction.** Individuals should be provided with a timely means to dispute the accuracy or integrity of their personally identifiable information and to have erroneous information corrected or to have a dispute documented if their requests are denied;

- (iii) **Openness and transparency.** There should be openness and transparency about policies, procedures, and technologies that directly affect individuals and/or their personally identifiable information;
- (iv) **Individual choice.** Individuals should be provided a reasonable opportunity and capability to make informed decisions about the collection, use, and disclosure of their personally identifiable information;
- (v) **Collection, use, and disclosure limitations.** Personally identifiable information should be created, collected, used, and/or disclosed only to the extent necessary to accomplish a specified purpose(s) and never to discriminate inappropriately;
- (vi) **Data quality and integrity.** Persons and entities should take reasonable steps to ensure that personally identifiable information is complete, accurate, and up-to-date to the extent necessary for the person's or entity's intended purposes and has not been altered or destroyed in an unauthorized manner;
- (vii) **Safeguards.** Personally identifiable information should be protected with reasonable operational, administrative, technical, and physical safeguards to ensure its confidentiality, integrity, and availability and to prevent unauthorized or inappropriate access, use, or disclosure; and,
- (viii) **Accountability.** These principles should be implemented, and adherence assured, through appropriate monitoring and other means and methods should be in place to report and mitigate non-adherence and breaches.

(4) For the purposes of implementing the principle described in paragraph (a)(3)(vii) of this section, the Exchange must establish and implement operational, technical, administrative and physical safeguards that are consistent with any applicable laws (including this section) to ensure—

- (i) The confidentiality, integrity, and availability of personally identifiable information created, collected, used, and/or disclosed by the Exchange;
- (ii) Personally identifiable information is only used by or disclosed to those authorized to receive or view it;
- (iii) Return information, as such term is defined by section 6103(b)(2) of the Code, is kept confidential under section 6103 of the Code;
- (iv) Personally identifiable information is protected against any reasonably anticipated threats or hazards to the confidentiality, integrity, and availability of such information;
- (v) Personally identifiable information is protected against any reasonably anticipated uses or disclosures of such information that are not permitted or required by law; and
- (vi) Personally identifiable information is securely destroyed or disposed of in an appropriate and reasonable manner and in accordance with retention schedules;

(5) The Exchange must monitor, periodically assess, and update the security controls and related system risks to ensure the continued effectiveness of those controls.

(6) The Exchange must develop and utilize secure electronic interfaces when sharing personally identifiable information electronically.

**(b) Application to non-Exchange entities—**

(1) **Non-Exchange entities.** A non-Exchange entity is any individual or entity that:

- (i) Gains access to personally identifiable information submitted to an Exchange; or
- (ii) Collects, uses, or discloses personally identifiable information gathered directly from applicants, qualified individuals, or enrollees while that individual or entity is performing functions agreed to with the Exchange.

(2) Prior to any person or entity becoming a non-Exchange entity, Exchanges must execute with the person or entity a contract or agreement that includes:

- (i) A description of the functions to be performed by the non-Exchange entity;
- (ii) A provision(s) binding the non-Exchange entity to comply with the privacy and security standards and obligations adopted in accordance with paragraph (b)(3) of this section, and specifically listing or incorporating those privacy and security standards and obligations;
- (iii) A provision requiring the non-Exchange entity to monitor, periodically assess, and update its security controls and related system risks to ensure the continued effectiveness of those controls in accordance with paragraph (a)(5) of this section;
- (iv) A provision requiring the non-Exchange entity to inform the Exchange of any change in its administrative, technical, or operational environments defined as material within the contract; and

(v) A provision that requires the non-Exchange entity to bind any downstream entities to the same privacy and security standards and obligations to which the non-Exchange entity has agreed in its contract or agreement with the Exchange.

(3) When collection, use or disclosure is not otherwise required by law, the privacy and security standards to which an Exchange binds non-Exchange entities must:

(i) Be consistent with the principles and requirements listed in paragraphs (a)(1) through (6) of this section, including being at least as protective as the standards the Exchange has established and implemented for itself in compliance with paragraph (a)(3) of this section;

(ii) Comply with the requirements of paragraphs (c), (d), (f), and (g) of this section; and

(iii) Take into specific consideration:

(A) The environment in which the non-Exchange entity is operating;

(B) Whether the standards are relevant and applicable to the non-Exchange entity's duties and activities in connection with the Exchange; and

(C) Any existing legal requirements to which the non-Exchange entity is bound in relation to its administrative, technical, and operational controls and practices, including but not limited to, its existing data handling and information technology processes and protocols.

(c) **Workforce compliance.** The Exchange must ensure its workforce complies with the policies and procedures developed and implemented by the Exchange to comply with this section.

(d) **Written policies and procedures.** Policies and procedures regarding the creation, collection, use, and disclosure of personally identifiable information must, at minimum:

(1) Be in writing, and available to the Secretary of HHS upon request; and

(2) Identify applicable law governing collection, use, and disclosure of personally identifiable information.

(e) **Data sharing.** Data matching and sharing arrangements that facilitate the sharing of personally identifiable information between the Exchange and agencies administering Medicaid, CHIP or the BHP for the exchange of eligibility information must:

(1) Meet any applicable requirements described in this section;

(2) Meet any applicable requirements described in section 1413(c)(1) and (c)(2) of the Affordable Care Act;

(3) Be equal to or more stringent than the requirements for Medicaid programs under section 1942 of the Act; and

(4) For those matching agreements that meet the definition of "matching program" under 5 U.S.C. 552a(a)(8), comply with 5 U.S.C. 552a(o).

(f) **Compliance with the Code.** Return information, as defined in section 6103(b)(2) of the Code, must be kept confidential and disclosed, used, and maintained only in accordance with section 6103 of the Code.

(g) **Improper use and disclosure of information.** Any person who knowingly and willfully uses or discloses information in violation of section 1411(g) of the Affordable Care Act will be subject to a CMP of not more than \$25,000 as adjusted annually under 45 CFR part 102 per person or entity, per use or disclosure, consistent with the bases and process for imposing civil penalties specified at §155.285, in addition to other penalties that may be prescribed by law.

[77 FR 18444, Mar. 27, 2012, as amended at 77 FR 31515, May 29, 2012; 79 FR 13837, Mar. 11, 2014; 79 FR 30346, May 27, 2014; 81 FR 12341, Mar. 8, 2016; 81 FR 61581, Sept. 6, 2016]

**Section 7213: Unauthorized disclosure of information**  
**26 U.S.C., United States Code, 2015 Edition,**  
**Title 26 - INTERNAL REVENUE CODE, Subtitle F - Procedure and Administration**  
**CHAPTER 75-CRIMES, OTHER OFFENSES, AND FORFEITURES, Subchapter A-Crimes,**  
**PART I-GENERAL PROVISIONS**

**(a) Returns and return information**

**(1) Federal employees and other persons**

It shall be unlawful for any officer or employee of the United States or any person described in section 6103(n) (or an officer or employee of any such person), or any former officer or employee, willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in section 6103(b)). Any violation of this paragraph shall be a felony punishable upon conviction by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution, and if such offense is committed by any officer or employee of the United States, he shall, in addition to any other punishment, be dismissed from office or discharged from employment upon conviction for such offense.

**(2) State and other employees**

It shall be unlawful for any person (not described in paragraph (1)) willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in section 6103(b)) acquired by him or another person under subsection (d), (i)(1)(C), (3)(B)(i), or (7)(A)(ii), (k)(10), (l)(6), (7), (8), (9), (10), (12), (15), (16), (19), (20), or (21) or (m)(2), (4), (5), (6), or (7) of section 6103 or under section 6104(c). Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

**(3) Other persons**

It shall be unlawful for any person to whom any return or return information (as defined in section 6103(b)) is disclosed in a manner unauthorized by this title thereafter willfully to print or publish in any manner not provided by law any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

**(4) Solicitation**

It shall be unlawful for any person willfully to offer any item of material value in exchange for any return or return information (as defined in section 6103(b)) and to receive as a result of such solicitation any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

**(5) Shareholders**

It shall be unlawful for any person to whom a return or return information (as defined in section 6103(b)) is disclosed pursuant to the provisions of section 6103(e)(1)(D)(iii) willfully to disclose such return or return information in any manner not provided by law. Any violation of this paragraph shall be a felony punishable by a fine in any amount not to exceed \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

**(b) Disclosure of operations of manufacturer or producer**

Any officer or employee of the United States who divulges or makes known in any manner whatever not provided by law to any person the operations, style of work, or apparatus of any manufacturer or producer visited by him in the discharge of his official duties shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than \$1,000, or imprisoned not more than 1 year, or both,

together with the costs of prosecution; and the offender shall be dismissed from office or discharged from employment.

**(c) Disclosures by certain delegates of Secretary**

All provisions of law relating to the disclosure of information, and all provisions of law relating to penalties for unauthorized disclosure of information, which are applicable in respect of any function under this title when performed by an officer or employee of the Treasury Department are likewise applicable in respect of such function when performed by any person who is a "delegate" within the meaning of section 7701(a)(12)(B).

**(d) Disclosure of software**

Any person who willfully divulges or makes known software (as defined in section 7612(d)(1)) to any person in violation of section 7612 shall be guilty of a felony and, upon conviction thereof, shall be fined not more than \$5,000, or imprisoned not more than 5 years, or both, together with the costs of prosecution.

**(e) Cross references**

**(1) Penalties for disclosure of information by preparers of returns**

For penalty for disclosure or use of information by preparers of returns, see section 7216.

**(2) Penalties for disclosure of confidential information**

For penalties for disclosure of confidential information by any officer or employee of the United States or any department or agency thereof, see 18 U.S.C. 1905.

(Aug. 16, 1954, ch. 736, 68A Stat. 855 ; Pub. L. 85-866, title I, §90(c), Sept. 2, 1958, 72 Stat. 1666 ; Pub. L. 86-778, title I, §103(s), Sept. 13, 1960, 74 Stat. 940 ; Pub. L. 94-455, title XII, §1202(d), (h)(3), Oct. 4, 1976, 90 Stat. 1686 , 1688; Pub. L. 95-600, title VII, §701(bb)(1)(C), (6), Nov. 6, 1978, 92 Stat. 2922 , 2923; Pub. L. 96-249, title I, §127(a)(2)(D), May 26, 1980, 94 Stat. 366 ; Pub. L. 96-265, title IV, §408(a)(2)(D), June 9, 1980, 94 Stat. 468 , as amended Pub. L. 96-611, §11(a)(2)(B)(iv), Dec. 28, 1980, 94 Stat. 3574 ; Pub. L. 96-499, title III, §302(b), Dec. 5, 1980, 94 Stat. 2604 ; Pub. L. 96-611, §11(a)(4)(A), Dec. 28, 1980, 94 Stat. 3574 ; Pub. L. 97-248, title III, §356(b)(2), Sept. 3, 1982, 96 Stat. 645 ; Pub. L. 97-365, §8(c)(2), Oct. 25, 1982, 96 Stat. 1754 ; Pub. L. 98-369, div. A, title IV, §453(b)(4), div. B, title VI, §2653(b)(4), July 18, 1984, 98 Stat. 820 , 1156; Pub. L. 98-378, §21(f)(5), Aug. 16, 1984, 98 Stat. 1326 ; Pub. L. 100-485, title VII, §701(b)(2)(C), Oct. 13, 1988, 102 Stat. 2426 ; Pub. L. 100-647, title VIII, §8008(c)(2)(B), Nov. 10, 1988, 102 Stat. 3787 ; Pub. L. 101-239, title VI, §6202(a)(1)(C), Dec. 19, 1989, 103 Stat. 2228 ; Pub. L. 101-508, title V, §5111(b)(3), Nov. 5, 1990, 104 Stat. 1388-273 ; Pub. L. 104-168, title XII, §1206(b)(5), July 30, 1996, 110 Stat. 1473 ; Pub. L. 105-33, title XI, §11024(b)(8), Aug. 5, 1997, 111 Stat. 722 ; Pub. L. 105-35, §2(b)(1), Aug. 5, 1997, 111 Stat. 1104 ; Pub. L. 105-206, title III, §3413(b), July 22, 1998, 112 Stat. 754 ; Pub. L. 107-134, title II, §201(c)(10), Jan. 23, 2002, 115 Stat. 2444 ; Pub. L. 108-173, title I, §105(e)(4), title VIII, §811(c)(2)(C), Dec. 8, 2003, 117 Stat. 2167 , 2369; Pub. L. 109-280, title XII, §1224(b)(5), Aug. 17, 2006, 120 Stat. 1093 ; Pub. L. 111-148, title I, §1414(d), Mar. 23, 2010, 124 Stat. 237 ; Pub. L. 112-240, title II, §209(b)(3), Jan. 2, 2013, 126 Stat. 2326 ; Pub. L. 114-184, §2(b)(2)(C), June 30, 2016, 130 Stat. 537 .)

**Section 7213A: Unauthorized inspection of returns or return information.**  
**26 U.S.C., United States Code, 2015 Edition,**  
**Title 26 - INTERNAL REVENUE CODE, Subtitle F - Procedure and Administration**  
**CHAPTER 75-CRIMES, OTHER OFFENSES, AND FORFEITURES, Subchapter A-Crimes,**  
**PART I-GENERAL PROVISIONS**

**(a) Prohibitions**

**(1) Federal employees and other persons**

It shall be unlawful for-

(A) any officer or employee of the United States, or

(B) any person described in subsection (l)(18) or (n) of section 6103 or an officer or employee of any such person, willfully to inspect, except as authorized in this title, any return or return information.

**(2) State and other employees**

It shall be unlawful for any person (not described in paragraph (1)) willfully to inspect, except as authorized in this title, any return or return information acquired by such person or another person under a provision of section 6103 referred to in section 7213(a)(2) or under section 6104(c).

**(b) Penalty**

**(1) In general**

Any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding \$1,000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution.

**(2) Federal officers or employees**

An officer or employee of the United States who is convicted of any violation of subsection (a) shall, in addition to any other punishment, be dismissed from office or discharged from employment.

**(c) Definitions**

For purposes of this section, the terms "inspect", "return", and "return information" have the respective meanings given such terms by section 6103(b).

(Added Pub. L. 105-35, §2(a), Aug. 5, 1997, 111 Stat. 1104 ; amended Pub. L. 107-210, div. A, title II, §202(b)(3), Aug. 6, 2002, 116 Stat. 961 ; Pub. L. 109-280, title XII, §1224(b)(6), Aug. 17, 2006, 120 Stat. 1093 .)

**Section 7431: Civil damages for unauthorized inspection or disclosure  
of returns and return information.**  
26 U.S.C., United States Code, 2015 Edition,  
Title 26 - INTERNAL REVENUE CODE, Subtitle F - Procedure and Administration  
CHAPTER 76 - JUDICIAL PROCEEDINGS, Subchapter B - Proceedings by Taxpayers and Third Parties

**(a) In general**

**(1) Inspection or disclosure by employee of United States**

If any officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against the United States in a district court of the United States.

**(2) Inspection or disclosure by a person who is not an employee of United States**

If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103 or in violation of section 6104(c), such taxpayer may bring a civil action for damages against such person in a district court of the United States.

**(b) Exceptions**

No liability shall arise under this section with respect to any inspection or disclosure—

- (1) which results from a good faith, but erroneous, interpretation of section 6103, or
- (2) which is requested by the taxpayer.

**(c) Damages**

In any action brought under subsection (a), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of—

**(1) the greater of—**

**(A) \$1,000 for each act of unauthorized inspection or disclosure of a return or return information with respect to which such defendant is found liable, or**

**(B) the sum of—**

- (i) the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure, plus**
- (ii) in the case of a willful inspection or disclosure or an inspection or disclosure which is the result of gross negligence, punitive damages, plus**

**(2) the costs of the action, plus**

**(3) in the case of a plaintiff which is described in section 7430(c)(4)(A)(ii), reasonable attorneys fees, except that if the defendant is the United States, reasonable attorneys fees may be awarded only if the plaintiff is the prevailing party (as determined under section 7430(c)(4)).**

**(d) Period for bringing action**

Notwithstanding any other provision of law, an action to enforce any liability created under this section may be brought, without regard to the amount in controversy, at any time within 2 years after the date of discovery by the plaintiff of the unauthorized inspection or disclosure.

**(e) Notification of unlawful inspection and disclosure**

If any person is criminally charged by indictment or information with inspection or disclosure of a taxpayer's return or return information in violation of—

**(1) paragraph (1) or (2) of section 7213(a),**

**(2) section 7213A(a), or (3) subparagraph (B) of section 1030(a)(2) of title 18, United States Code, the Secretary shall notify such taxpayer as soon as practicable of such inspection or disclosure.**

**(f) Definitions**

For purposes of this section, the terms "inspect", "inspection", "return", and "return information" have the respective meanings given such terms by section 6103(b).

**(g) Extension to information obtained under section 3406**

For purposes of this section—

(1) any information obtained under section 3406 (including information with respect to any payee certification failure under subsection (d) thereof) shall be treated as return information, and  
(2) any inspection or use of such information other than for purposes of meeting any requirement under section 3406 or (subject to the safeguards set forth in section 6103) for purposes permitted under section 6103 shall be treated as a violation of section 6103. For purposes of subsection (b), the reference to section 6103 shall be treated as including a reference to section 3406.

**(h) Special rule for information obtained under section 6103(k)(9)**

For purposes of this section, any reference to section 6103 shall be treated as including a reference to section 6311(e).

(Added Pub. L. 97-248, title III, §357(a), Sept. 3, 1982, 96 Stat. 645; amended Pub. L. 98-67, title I, §104(b), Aug. 5, 1983, 97 Stat. 379; Pub. L. 105-34, title XII, §1205(c)(2), Aug. 5, 1997, 111 Stat. 998; Pub. L. 105-35, §3(a)-(d)(4), (6), Aug. 5, 1997, 111 Stat. 1105, 1106; Pub. L. 105-206, title III, §3101(f), title VI, §6012(b)(3), July 22, 1998, 112 Stat. 729, 819; Pub. L. 109-280, title XII, §1224(b)(7), Aug. 17, 2006, 120 Stat. 1093.)

**Section 6103: Confidentiality and disclosure of returns and return information**  
**26 U.S.C., United States Code, 2015 Edition,**  
**Title 26 - INTERNAL REVENUE CODE, Subtitle F - Procedure and Administration**  
**CHAPTER 61-INFORMATION AND RETURNS, Subchapter B-Miscellaneous Provisions**

**(7) Disclosure of return information to Federal, State, and local agencies administering certain programs under the Social Security Act, the Food and Nutrition Act of 2008 of 1977, 1 or title 38, United States Code, or certain housing assistance programs**

**(A) Return information from Social Security Administration**

The Commissioner of Social Security shall, upon written request, disclose return information from returns with respect to net earnings from self-employment (as defined in section 1402), wages (as defined in section 3121(a) or 3401(a)), and payments of retirement income, which have been disclosed to the Social Security Administration as provided by paragraph (1) or (5) of this subsection, to any Federal, State, or local agency administering a program listed in subparagraph (D).

**(B) Return information from Internal Revenue Service**

The Secretary shall, upon written request, disclose current return information from returns with respect to unearned income from the Internal Revenue Service files to any Federal, State, or local agency administering a program listed in subparagraph (D).

**(C) Restriction on disclosure**

The Commissioner of Social Security and the Secretary shall disclose return information under subparagraphs (A) and (B) only for purposes of, and to the extent necessary in, determining eligibility for, or the correct amount of, benefits under a program listed in subparagraph (D).

**(D) Programs to which rule applies**

The programs to which this paragraph applies are:

- (i) a State program funded under part A of title IV of the Social Security Act;
- (ii) medical assistance provided under a State plan approved under title XIX of the Social Security Act or subsidies provided under section 1860D-14 of such Act;
- (iii) supplemental security income benefits provided under title XVI of the Social Security Act, and federally administered supplementary payments of the type described in section 1616(a) of such Act (including payments pursuant to an agreement entered into under section 212(a) of Public Law 93-66);
- (iv) any benefits provided under a State plan approved under title I, X, XIV, or XVI of the Social Security Act (as those titles apply to Puerto Rico, Guam, and the Virgin Islands);
- (v) unemployment compensation provided under a State law described in section 3304 of this title;
- (vi) assistance provided under the Food and Nutrition Act of 2008;
- (vii) State-administered supplementary payments of the type described in section 1616(a) of the Social Security Act (including payments pursuant to an agreement entered into under section 212(a) of Public Law 93-66);
- (viii)(I) any needs-based pension provided under chapter 15 of title 38, United States Code, or under any other law administered by the Secretary of Veterans Affairs;
- (II) parents' dependency and indemnity compensation provided under section 1315 of title 38, United States Code;
- (III) health-care services furnished under sections 1710(a)(2)(G), 1710(a)(3), and 1710(b) of such title; and
- (IV) compensation paid under chapter 11 of title 38, United States Code, at the 100 percent rate based solely on unemployability and without regard to the fact that the disability or disabilities are not rated as 100 percent disabling under the rating schedule; and
- (ix) any housing assistance program administered by the Department of Housing and Urban Development that involves initial and periodic review of an applicant's or participant's income, except that return information may be disclosed under this clause only on written request by the Secretary of Housing and Urban Development and only for use by officers and employees of the Department of Housing and Urban Development with respect to applicants for and participants in such programs.

Only return information from returns with respect to net earnings from self-employment and wages may be disclosed under this paragraph for use with respect to any program described in clause (viii)(IV).

## ATTACHMENT VI

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

### Section 1. Definitions

#### 1.1 Catch-all definitions:

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

#### 1.2 Specific definitions:

- 1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and for purposes of this Attachment shall specifically refer to the Provider.
- 1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and for purposes of this Attachment shall refer to the Department.
- 1.2.3 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.2.4 "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function, activity, service, other than in the capacity of a member of the workforce of such business associate.

### Section 2. Obligations and Activities of Business Associate

#### 2.1 Business Associate agrees to:

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;
- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal

enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR §§ 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR § 164.410, and any security incident of which it becomes aware;
- 2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
- 2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
- 2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;
- 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 30 days following the determination of any potential breach of personal or confidential departmental data as provided in section 501.171, F.S.;
- 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
- 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department ;
- 2.1.11 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR § 164.532(d);
- 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.524;
- 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR § 164.526;
- 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.528;

- 2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

### **Section 3. Permitted Uses and Disclosures by Business Associate**

- 3.1 The Business associate may only use or disclose protected health information covered under this Attachment as listed below:
  - 3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.
  - 3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.
  - 3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.
  - 3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.
  - 3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department of Children and Families with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. § 164.501).
  - 3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).
  - 3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

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

- 4.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR § 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- 4.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- 4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

#### **Section 5. Termination**

##### **5.1 Termination for Cause**

- 5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:
  - 5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;
  - 5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or
  - 5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

##### **5.2 Obligations of Business Associate Upon Termination**

- 5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:
  - 5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - 5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;
  - 5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other

- than as provided for in this Section, for as long as Business Associate retains the protected health information;
- 5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
  - 5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.
  - 5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

## **Section 6. Miscellaneous**

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