

RESOLUTION NO. 2025- 218

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A CONTRACT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND THE DEVEREUX FOUNDATION, INC.; AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE CONTRACT ON BEHALF OF THE COUNTY**

**WHEREAS**, Community Based Care (CBC) is requesting Board approval to execute the Contract between St. Johns County (the County), on behalf of the St. Johns Community Based Care Family Integrity Program and The Devereux Foundation Inc. to provide eligible St. Johns County families with the Family Builders Safety Services Program.; and

**WHEREAS**, the Family Builders Safety Services Program provides intensive short-term safety service interventions and safety services as identified by the Department. The services are strength-based and focused on the five safety categories, which are aimed at restoring families who are in crisis or have present or impending danger identified. Services are designed to stabilize the crisis, which put children at risk for out-of-home placement, and keep the child, family and community safe by defusing the ongoing risk and safety factors; and

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

**WHEREAS**, the County has determined that accepting the terms of the Contract, and entering into said Contract 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 Contract between the County and The Devereux Foundation Inc. for the Family Builders Treatment Program in substantially the same form as the attached hereto, and authorizes the County Administrator, to execute the Contract on behalf of the County.

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

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 17<sup>th</sup> day of June, 2025.

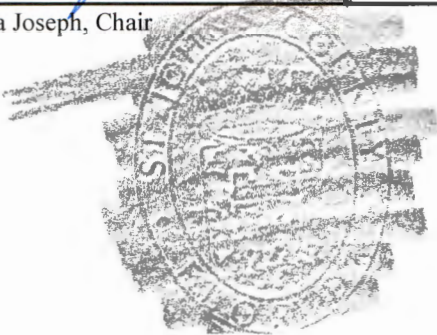
Rendition Date JUN 17 2025

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

By: [Signature]  
Krista Joseph, Chair

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

By: Crystal Smith  
Deputy Clerk



## St. Johns County Board of County Commissioners Standard Contract

**THIS CONTRACT** is entered into between **St. Johns County Board of County Commissioners**, a political subdivision of the state of Florida (hereinafter referred to as "SJC"), the Lead Agency for child welfare services in Circuit 7 and **The Devereux Foundation, Inc.**, (hereinafter referred to as the "Provider").

SJC has entered into a contract with the Florida Department of Children and Family Services (DCF or "The Department"), relating to the administration and delivery of protective services supervision and social services to children and families 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:

1. **Authority:** Section 409.987, F.S., authorizes the Florida Department of Children and Families (DCF) 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 in accordance with this statute.

2. **Purpose:** 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 hereto. The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. 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 contract compliance. 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.

3. **Effective and Ending Date:** This Contract shall be effective on **July 1, 2025**, and it shall end at midnight, Eastern Standard Time, on **June 30, 2026**, subject to the survival of terms provisions of Section 42.j hereof. This contract may be renewed for one term not to exceed one year. 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 in writing and shall be subject to the same terms and conditions as set forth in the initial contract.

4. **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 CPC'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.

5. **Contract Document:** The Provider shall provide services in accordance with the terms and conditions specified in this Contract including its 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. Provider shall comply with all policies of SJC. In addition, Provider will comply with the Department's applicable policies, rules, regulations, and governance documents, as approved and agreed to by SJC, through its Contract with DCF – Contract No. NJ211 ("DCF Contract"), which is hereby incorporated herein by this reference, whether now in force or hereafter adopted or amended, relate to services. All services provided under this Contract will be consistent with and adhere to the provisions of the DCF Contract. If there are any discrepancies between this Contract and the DCF Contract that are applicable to Provider, the clauses of the DCF Contract will be controlling. The DCF Contract,

as may be amended from time to time, is available from the SJC Contract Manager. SJC will notify Provider in writing of any amendments to the DCF Contract. DCF shall not be liable in any way for any reason related to this Contract. If Provider is permitted to subcontract under the terms of this agreement, the Provider must include in all subcontracts the substance of all clauses in the DCF Contract that mention or describe subcontractor compliance. In addition the subcontractor may not give or offer to give any gift to any DCF or SJC employee and this provision shall survive the contract for 2 years, violation of this clause will result in referral to DMS for potential inclusion on the suspended vendors list.

6. **Compliance with Statutes, Rules and Regulations:** In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all state and federal laws, rules and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, including but not limited to those described in Section 46 of this Contract.

7. **Official Payee and Party Representatives:**

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

Name: The Devereux Foundation. Inc c/o  
Revenue Department  
Address: 5850 T.G. Lee Blvd. Suite 400  
City: Orlando State: FL Zip Code: 32822  
E-mail: rhohnstock@devereux.org

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

Name: Marisol Lindsay  
Address: 120 East New York Avenue  
City: Deland State: FL Zip Code: 32720  
E-mail: mlindsay@devereux.org

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

Name: Raechel Meeks  
Address: 200 San Sebastian View Ste 2300  
City: St. Augustine State: FL Zip Code: 32084  
E-mail: rmeeks@sicfl.us

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

Name: Rebecca Hohnstock  
Address: 5850 T.G. Lee Blvd. Suite 400  
City: Orlando State: FL Zip Code: 32822  
E-mail: rhohnstock@devereux.org

Per section 402.7305(1)(a), F.S., SJC's Contract Manager is the primary point of contact through which all contracting information flows between SJC and the Provider. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party.

8. **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. Determination of an on-site monitoring shall be established by a contractual risk assessment that uses predetermined factors to rank contracts. These risk factors include, at a minimum, but are not limited to; annual dollar amount, nature of service, prior provider performance and corrective actions and last contract monitoring visit. Following such review, SJC and/or the Department will deliver to the Provider a written report of its findings, and 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 the written report. This provision will not limit SJC termination rights under Section 39.
9. **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.

10. **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 SJC or 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 SJC or the State of Florida. CPC 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 assign its responsibilities under this Contract to another party, in whole or in part, without prior written approval of SJC, upon SJC sole determination that such assignment will not adversely affect the public interest. No payment shall be made to any factor or other person who has been assigned or transferred the right to receive payment except upon full and faithful performance of the Provider's duties hereunder. Any assignment or transfer occurring without prior approval of SJC shall be null and void. 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.

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 Standard 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.

11. **Provider Indemnity:** The Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless SJC and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to any alleged act or omission by SJC, its agents, employees, partners, or subcontractors alleged to be caused in whole or in part by SJC, 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. The following additional terms will also apply:

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

b. The Provider shall indemnify 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, as provided for under Section 35 hereof, including litigation initiated by SJC or the Department.

c. Notwithstanding the above, the Provider's obligation to indemnify, defend, and hold harmless SJC shall not include the acts or omissions of any Provider partners or subcontractor that is not a direct provider of foster care and related services to children and families. The Provider's obligation to indemnify, defend, and hold harmless SJC shall also not include damages and costs, including attorneys' fees, arising from the acts or omissions of any Provider subcontractor that is a direct provider of foster care and related services to children and families to the extent that such subcontractor indemnifies, defends, and holds harmless SJC for the subcontractor's acts or omissions. The Provider remains responsible to ensure that its subcontractors providing foster care and related services indemnify, defend, and hold harmless CPC and the Department; provided. Nothing in the Standard Contract, the attachments thereto, of the other documents referenced in any of them is intended to or shall waive the statutory limits of liability of the Provider or the subcontractor under section 409.993, F.S., or section 39.011, F.S., of the ability of the Provider to claim immunity thereunder. The obligation of the Provider and any subcontractor to indemnify, defend, and hold harmless SJC and the Department shall not include any loss or damages caused by the negligent acts or omissions of SJC or the Department.

d. 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 SJC negligent shall excuse the Provider of performance under this provision, in which case 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 SJC and the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

12. **Insurance:** During the existence of this Contract, and any renewal(s) and extension(s) of it, the Provider shall maintain, and 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.

b. 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.

c. The Provider shall, and through contract, require its subcontractors to provide, SJC and the Department with 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.

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

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

f. 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 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.

g. SJC reserves the right to require additional insurance as specified in this contract

13. **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 Contract Manager will be notified within 10 days of Provider becoming aware of such actions or potential actions from the day of the legal filing, whichever comes first.

14. **Client Risk Prevention:** The Provider and any subcontractors 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.

15. **Incident Reporting:** The Provider shall, in accordance with the client risk prevention system, be responsible for reporting to SJC any critical incidents involving clients served through this contract. This reporting shall be done verbally within 2 hours, with written confirmation within one (1) business day. Critical incidents include any of the following: death, serious injury, or serious illness of a client; events or circumstances of a serious nature that pose physical or emotional danger to client or staff; suicide attempt by a client; runaway by a client. The Provider shall report those incidents listed in SJC Policy and Procedure in the manner prescribed in the SJC Operating Procedure. 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 number (1-800-96-ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

16. **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 <https://www.myflfamilies.com/about/additional-services-offices/office-inspector-general> by completing the online form or by 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 complete Form CF 1934 and mail the form to the Office of Inspector General, 1317 Winewood Boulevard Building 5, 2nd Floor, Tallahassee, Florida 32399-0700; or via fax at (850) 488-1428. 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:

- Inappropriate employee acts or omissions that result in client injury, abuse, neglect, or death;
- Fraud;
- Theft;
- 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;
- 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.);
- 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.);
- Failure to report known or suspected neglect or abuse of a client;
- Improper expenditure or commitment of public funds;
- Contract mismanagement by a Department 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.)
- 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.);
- 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); or
- Any other wrongdoing that would be violation of statute, rule, regulation or policy, excluding job performance and related deficiencies.

17. **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.

- a. 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.
  - b. 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.
  - c. 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, CPC may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.
18. **Intellectual Property:** It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of SJC and the Department, fully compensated for by the Contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights 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 its employees, agents or contractors for State of Florida purposes 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.
19. **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, the Provider agrees that, if it 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.
20. **Publicity:** Without limitation, the Provider and its employees, agents, assignees, volunteers and students shall 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 the Department's mark, the name of SJC or the Department or any officer, employee of SJC or the Department or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by SJC, the Department 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.
21. **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.

22. **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.
23. **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.
24. **Timeliness:** The Provider shall use its best efforts to submit invoices in accordance with Attachment I, Section C. Method of Payment for all invoices for services provided during such month. In no event, regardless of the cause or circumstance, will SJC, the client, or the Department be responsible or liable for payment of any invoice submitted to SJC more than 90 days after the end of the month in which the services were rendered.
25. **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.
26. **Invoice Denials - Corrections:**
  - a. Documentation, including the reason for required correction/documentation, within five (5) working days of receipt of such invoice. The Provider shall have ten (10) days from the time of notification by SJC to correct problems with its invoices.
  - b. SJC will maintain an administrative review process for any and all invoices submitted by the Provider and permanently denied for payment by SJC. Each request for an administrative review must be submitted in writing to the SJC Contract Manager, postmarked or faxed within five (5) days after the Provider's receipt of the notice of permanent invoice denial, and will include the following information: information identifying the specific permanently denied invoice; request for an administrative review of the permanently denied invoice; reason for the request of an administrative review; and documentation supporting such reason. Failure to request an administrative review within the time allowed constitutes an irrevocable waiver of the Provider's right to request an administrative review for the permanently denied invoice. SJC will conduct an administrative review of any permanently denied invoice within five (5) working days after receipt of the Provider's request for an administrative review, and SJC shall notify the Provider by certified mail of the decision within five (5) working

days after the administrative review.

27. **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.
28. **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.
29. **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 38 hereof. The parties agree that the penalties provided for under Section 38 hereof 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 38 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 30, to the extent of such error.
30. **Overpayments:** 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 Contract at any time any amount due to SJC from the Provider under this or any other contract or agreement and payment otherwise due under this Contract will be deemed received regardless of such offset.

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 60 days following the ending date of this Contract.

31. **Payment on Invoices** Pursuant to 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 specify otherwise. If payment 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, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a Provider due to preparation errors will result in a non-interest-bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Provider requests payment. Payment shall be made only upon written acceptance by SJC and shall remain subject to subsequent audit or review to confirm contract compliance.
32. **Vendor Ombudsman:** 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.
33. **Requirements of Section 287.058, Florida Statutes (F.S.):** The Provider shall provide units of deliverables,

including reports, findings, and drafts, as specified in this contract. These deliverables must be received and accepted by the contract manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of SJC. The Provider shall submit bills for fees and other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit; where itemized payment for expenses are permitted in this contract, submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this contract. The provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., and as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this contract except that public records which are made confidential by law and must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which SJC may unilaterally terminate the 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.

34. **Records, Retention, Audits, Inspections and Investigations:** 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.

a. 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.

b. 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 in Section 34.b.

c. 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 and the Department.

d. At all reasonable times for as long as records are maintained, persons duly authorized by SJC, the Department and Federal auditors, pursuant to 45 CFR, section 92.36(i)(10), shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

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

f. 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.).

g. 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.

35. **Public Records**

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

b. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

i. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

ii. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

iii. Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the

duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

iv. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**500 San Sebastian View  
St. Augustine, FL 32084  
(904) 209-0805  
[publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us)**

c. The Provider must clearly label any portion of the documents, data, or records submitted to SJC that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling shall 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. 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 this section. The submission shall contain an updated version of the justification for exemption, correlated specifically to the 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 only those exact portions that are claimed to be trade secret. The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information is exempt from inspection and copying under Florida's Public Records Law.

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

37. **Data 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 Security Agreement Form CF 0114 annually. A copy of Form CF 0114 may be obtained 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 37 and the term "Provider" shall be deemed to mean the subcontractor for such purposes.

**38. Financial Penalties for Failure to Take Corrective Action:**

a. In accordance with the provisions of subsection 402.73(1), F.S., and Rule 65-29.001, Florida Administrative Code (F.A.C.), corrective action may be required for noncompliance, nonperformance, or unacceptable performance under this Contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action.

b. 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. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined 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 has not been implemented or in which acceptable progress toward implementation has not been made.

c. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

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

**39. The Following Termination Provisions Apply to this Contract:**

a. This contract may be terminated by either party without cause upon no less than thirty (30) days' notice in writing unless a sooner time is mutually agreed upon in writing.

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 36 (Client Information), Section 34 (Records: Access, Audits, and Retention), Section 11 (Provider Indemnification) and Section 41 (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 36 (Client Information), Section 34 (Records: Access, Audits, and Retention), Section 11 (Provider Indemnification) and Section 41 (Dispute Resolution) shall survive the termination of this contract.

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.

40. **Transition Activities:**

a. 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.

b. 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.

41. **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. 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 41, 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 39 hereof. All notices 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.

42. **Other Terms:**

- a. 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, except for notices of termination per Section 39, such communication includes email, and attachments are deemed received when the email is received.
- b. 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. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue for any action arising under this Contract shall lie exclusively in St. Johns County.
- c. 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.
- d. 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.
- e. SJC 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.
- f. **The Department of Economic Opportunity 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.
- g. **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 SJC Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.
- h. 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.
- i. 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.
- j. **Survival of terms.** The parties agree that, unless a provision of this Standard Contract, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this Contract concerning obligations of the Provider and remedies available to SJC are intended to survive the "ending date" or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of this Contract are consideration for such performance.
- k. In the event of a conflict between the provisions of the documents comprising this Contract, the documents shall be interpreted in the following order of precedence:

- i. Attachment (and other attachments, if any);
- ii. Any documents incorporated into any attachment by reference;
- iii. This Standard Contract;
- iv. Any documents incorporated into this Standard Contract by reference.

43. **Modifications or Amendments:**

- a. Contract modifications 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 the SJC's operating budget.
- b. SJC may amend or modify any provision of this contract upon thirty (30) days written notice to the Provider. Failure of the Provider to object in writing to such amendment or modification during the 30-day notice period shall constitute acceptance of such modification by the Provider.
- c. SJC may make technical amendments to this contract as may be required by a state or federal regulatory agency, upon thirty (30) days written notice to the Provider.

44. **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.

45. **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.

46. **Additional Requirements of Law, Regulation and Funding Source:** As provided in Section 5 of this Contract, the Provider is required to comply with the following requirements, as applicable to its performance under this Contract, as they may be enacted or amended from time to time. Provider acknowledges that it is independently responsible for investigating and complying with all state and federal laws, rules and regulations relating to its performance under this Contract and that the below is only a sample of the state and federal laws, rules and regulations that may govern its performance under this Contract.

a. **Federal Law**

- i. If this Contract contains federal funds, the Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 45 CFR, Parts 74 and 92, the Federal Uniform Grant Guidance and other applicable regulations.
- ii. If this Contract contains \$10,000 or more of federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.
- iii. 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 (40 CFR, Part 30). The Provider shall report any violations of the above to

CPC.

iv. 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. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Contract.

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

vi. 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(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) 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.

vii. If this contract is with a sub-recipient of federal financial assistance, the Provider shall comply with Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (also known as the "Super Circular"), Code of Federal Regulations Title 2, Part 200 (2 CFR, Part 200).

b. **Civil Rights Requirements** - 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. Further, the Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, 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. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within 30 days of execution of this Contract and annually thereafter in accordance with 45 CFR, Part 80 and CFOP 60-16.

c. **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.

d. **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.

e. **Scrutinized Companies** -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 has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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

g. **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 42 U.S.C. §1396a(a)(7) and 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §431.300-30645 CFR §400.27(a) and 45 CFR §205.50.

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

h. **Whistleblowers 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.

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>.

i. **Support to the Deaf or Hard-of-Hearing**

i.The Provider and its subcontractors, where direct services are provided, shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 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."

- ii. If the Provider or any of its subcontractors employs fifteen (15) or more employees, the Provider shall designate a Single- Point- of- Contact (one per firm) to ensure effective communication with customers or companions who are deaf or hard of hearing, 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 5th 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.
- iii. The Provider shall contractually require that its subcontractors comply with of- Contact shall be required for each subcontractor will comply with Section 504, the ADA, and CFOP0-10, Chapter 4. A Single Point of Contact will ensure effective communication with customers or companions who are deaf or hard of hearing in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single Point of Contact.
- iv. 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.
- v. 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 customers or companions who are deaf or hard of hearing 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>.
- vi. 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 or was denied. 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.
- vii. If the customer or companion is 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.
- viii. SJC requires each contract/subcontract provider agency's direct service employees to complete training on the Foundation of Disability Rights, found on My FL Learn, and includes modules on serving our customers who are Deaf or Hard-of-Hearing and sign the Attestation of Understanding. Direct service employees will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.
- j. **Employment Screening** - The Provider shall ensure that all staff utilized by the Provider and its subcontractors that are required by Florida law to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified 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:
  - i. Employment history checks;

- ii. Fingerprinting for all criminal record checks;
- iii. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);
- iv. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and
- v. Security background investigation, which may include local criminal record checks through local law enforcement agencies.
- vi. 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 an affidavit each state fiscal year for the term of the contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

k. **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 CFR, Part 46, and 42 U.S.C. section 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.

l. **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.

m. 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:

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

47. **Criminal Offenses/Disciplinary Actions:**

a. 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 CPC 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.

b. 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.

- c. 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 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 disqualifying offense as provided in Section 435.04, Florida Statutes, regardless of an adjudication of guilt, is left unsupervised with clients.
- d. 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.
48. **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.
49. **Testimony:** The Provider shall provide, 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 the SJC, the Department or other courts as indicated periodically.
50. **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.
51. **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.
52. **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.
53. **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.
54. **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.

55. **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.

56. **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.

By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described in Section 5.

IN WITNESS WHEREOF, the parties hereto have caused this 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:**  
Devereux Foundation Inc.  
5850 T. G. Lee Blvd., Suite 400 Orlando, Florida  
32822  
**Federal EID#: 23-390618**

**Mailing Address:**  
St. Johns County BOCC  
Community Based Care  
200 San Sebastian View, Suite 2300  
St. Augustine, Florida 32084  
**Provider Fiscal Year Ending Date: June 30, 2026**

**Attachments:**

- 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 Requirement

## 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.
- (3) Contract Manager – SJC’s employee responsible for enforcing the performance of contract terms and conditions. The Contract Manager is the primary point of contact through which all contracting information flows between SJC and the provider.
- (4) Department - The Department of Children and Families.
- (5) Exhibit - Information appended to an Attachment I or any other contract attachment.
- (6) Federal Fiscal Year - An accounting period of twelve consecutive months starting on the first day of October and ending on the last day of September.
- (7) Fixed Price - Method of payment used when the service provided can be broken down into unit cost (e.g., hours, client days, etc.), or a fixed fee (e.g., payment based on delivery of a complete service).
- (8) Invoice - A completed and timely submitted document used by the provider to request payment from SJC.
- (9) Method of Payment - This is the third section of the 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.
- (10) Provider - An organization or individual providing services or materials to SJC in accordance with the terms of the contract.
- (11) Provider Fiscal Year - An accounting period of twelve consecutive months.
- (12) State Fiscal Year - An accounting period of twelve consecutive months starting on the first day of July and ending on the last day of June.

##### b. Safety Services Definitions

- (1) Basic Parenting Assistance – an intervention focused on parenting behavior that is threatening to a child’s safety that attempts to teach and build skills.
- (2) Behavior Modification – monitoring and seeking to influence behavior that is associated with impending danger and is the focus of the in-home safety plan.
- (3) Crisis Management – crisis resolution and prompt problem solving to control impending danger.

- (4) Friendly Visiting – an intervention to reduce isolation and connecting caregivers to social support and can include professional and non-professional safety service providers.
- (5) Impending Danger – A continuous state of danger due to caregiver behaviors, attitudes, motives, emotions and/or situations posing a specific threat of severe harm to a child.
- (6) Present Danger – An immediate, significant, and clearly observable family condition, child condition, individual behavior or action or family circumstances which are in the process of occurring and which obviously endanger or threaten to endanger a child and require immediate action to protect the child.
- (7) Resource Support – activities and services used to manage threats to child safety or are related to supporting continuing safety management.
- (8) Safety Support Services – Actions, tasks, or imposed situations that may be formal or informal and are provided by professionals and non-professionals for managing or controlling danger threats and are to be documented in a Safety Plan. Safety Support Services must be available and must be sufficient to control the danger at the time that the danger is manifesting.
- (9) Separation – provides respite for both caregivers and children that creates alternatives to family routine, scheduling, demands and daily pressure. Separation is a temporary action and refers to taking any member or members of the family out of the home for a period.
- (10) Social Connection – promote achievement of objectives of different safety categories and safety services when the opportunity is available.
- (11) Social Connection Supervision and Monitoring – promote achievement of objectives through conversations occurring during routine visits along with other sources.
- (12) Social Networking – organizing, creating and developing a social network for the caregiver using various forms of social contact, formal and informal; contact with individuals and group that is focused and purposeful.
- (13) Stress Reduction – identifying and addressing stressors occurring in the caregiver's daily experience and family life that can influence and prompt behavior that the in-home safety plan is designed to manage.
- (14) Supervision and Monitoring – supervision and monitoring caregiver behavior, children's conditions; the home setting; and the implementation of the In-Home Safety Plan.

**c. Program or Service Specific Terms**

- (1) Abuse – Any willful act or threatened act that results in any physical, mental, or sexual injury or harm that causes, or is likely to cause, the child's physical, mental, or emotional health to be significantly impaired.
- (2) Abuse Report – The initial report made to the Florida Abuse Hotline Information System alleging maltreatment of a child by a parent, adult household member, or person responsible for the child's welfare.
- (3) Acceptance of Referral - The date and time that the provider makes initial contact with a family for whom a referral was received to conduct an assessment to determine eligibility. Initial contacts are made in the family's home.
- (4) Caregiver – A parent, legal custodian, adult household member, or another person responsible for a child's welfare.

- (5) Child Protective Investigator – The Department of Children and Families employee who coordinates all child welfare and investigative rendered to the child or family and who serves as the single and continuous point of contact for the child and family.
- (6) Child - Any unmarried dependent, or alleged to be dependent, person under the age of eighteen years who has not been emancipated by order of the court.
- (7) Children Served - The number of children in families accepted and determined eligible.
- (8) Family Builders Assessment – An assessment addressing the underlying conditions leading to safety issues and identifying family strengths which can help ameliorate risk to children.
- (9) Family - A collective body of persons consisting of a child and parent, legal custodian, or adult relative.
- (10) Family Builders/Safety Services Support Plan – A written document completed with the family that contains the requirements as stated in B.4.b.(1)(f).
- (11) Family Builders/Safety Services Support - Tertiary prevention and safety services designed to improve parenting skills by reinforcing parents' confidence in their strengths, helping them identify where improvement is needed, and obtaining assistance with improving skills related to child development, family budgeting, health, nutrition, and coping with stress. These services are time-limited and provide intensive involvement that includes services in a family's home.
- (12) Family Function Assessment (FFA) – An assessment completed by the CPI which includes gathering sufficient information to make a safety determination regarding Impending Danger.
- (13) Families Served – The number of families accepted and determined eligible.
- (14) Flexible Funds - The temporary provision of cash or in-kind assistance when there is an identified unmet need that may affect the child's permanency, safety, and well-being.
- (15) Florida Safe Families Network (FSFN) – SJC's web-based statewide child welfare information system.
- (16) Imminent Risk of Removal - A determination, made by DCF or SJC, that due to abuse, neglect, or abandonment, the child's immediate permanency, safety, or well-being is endangered and without the immediate provision of Family Transition Program services the child will continue to be endangered and will be removed from the home without delay.
- (17) Outcomes - Quantitative indicators that can be used by SJC to objectively measure a provider's performance toward a stated goal.
- (18) Outputs - Process measures of the quantity(ies) of services delivered, clients served, or similar units completed.
- (19) Performance Measures - Quantitative indicators, outcomes, and outputs that can be used by SJC to objectively measure a provider's performance.
- (20) Receipt of Referral - The date and time that SJC contacts the provider to refer a family for services.
- (21) Tertiary Prevention Services - Court ordered or voluntarily referred services offered for families who have been identified by an investigative authority as abusive or neglectful. These intensive services, designed to prevent the recurrence of abuse or neglect, are considered family safety services.

- (22) Treatment Program - A service that is proven effective for the presenting problem or behavior.
- (23) Weekly - Every seven calendar days.

### 1. General Description

#### b. General Statement

The Family Builders Safety Services Program provides intensive short-term safety service interventions and safety services as identified by the Department. The services are strength-based and focused on the five safety categories, which are aimed at restoring families who are in crisis or have present or impending danger identified. Services are designed to stabilize the crisis, which put children at risk for out-of-home placement, and keep the child, family and community safe by defusing the ongoing risk and safety factors.

#### c. Authority

- (1) Section 409.987, F.S., authorizes SJC to contract for Family Builders and Safety Services Programs.
- (2) The Provider agrees to comply with Chapters 39, 394, 395 and 397, F.S., and Chapters 65C-30, 65E-4, 65E-5, 65E-10, 65E11, 65E-12, and 65E-15, F.A.C. as applicable.
- (3) The Provider agrees to comply with all other applicable federal laws, state statutes and associated administrative rules as may be promulgated or amended from time to time.
- (4) A Provider who receives federal block grant funds from the Substance Abuse Prevention and Treatment or Community Mental Health Block Grants agrees to comply with Subparts I and II of Part B of Title XIX of the Public Health Service Act, sections 42 U.S.C. 300x-21 et. seq. (as approved September 22, 2000), and the Health and Human Services (HHS) Block Grant regulations (45 CFR Part 96).

#### d. Scope of Service

- (1) These services will be provided to eligible families in the following Florida County: St. Johns County.
- (2) These services will be provided to a maximum of **five** eligible families per team during the term of the contract.

#### e. Major Program Goals

- (1) Help families alleviate crises and manage danger threats that might lead to out of home placement of children; maintain the safety of children in their own homes through delivery of intensive safety management services; build protective factors; and assist families in obtaining services and other supports necessary to address their multiple needs in a culturally and trauma sensitive manner.
- (2) Provide safety services, to manage danger threats as outlined in the safety plan.
- (3) Engage and support families whether they are birth, relative, non-relative, foster or adoptive families in identifying service needs, building protective factors and linking families with supports and resources to prevent removal from the home and placement in foster care.

### 3. Clients to be Served

#### a. General Description

Clients served by the Family Builders Safety Services Program are families whose children are at risk of removal from the home because of allegations of abuse or neglect.

**b. Client Eligibility**

Family Builder Safety Services are available to families who have been referred by the Department of Children and Families for whom the threat of imminent risk of removal of a child is present. At least one adult member of the family who has primary child caring responsibilities must agree to participate in the program. The child(ren) referred would likely be removed from the home if Family Builders Safety Services were not in place. The children can safely remain in the home with the appropriate intervention and safety services in place.

**c. Client Determination**

The Department of Children and Families Child Protective Investigators and the selected provider shall determine eligibility in accordance with the established eligibility criteria. In the event of any disputes regarding the eligibility of clients, the determination made by SJC is final and binding on all parties.

**A. Manner of Service Provision**

**(1) Administrative Tasks**

- (a)** Maintain current written On-Call Procedures. On-Call Procedures shall include a twenty-four hour a day, seven days a week capability to receive, accept, and respond to referrals in the family's home, and to family emergencies after services have been initiated. On-call procedures are to be submitted to SJC within three (3) days of contract execution.
- (b)** Maintain current written SJC approved Referral Procedures. Referral Procedures shall include a twenty-four hour a day, seven days a week capability to receive and accept referrals, in accordance with this contract. This document shall also include procedures to inform SJC and DCF of current and potential openings and procedures for referring families to the program.
- (c)** Maintain current written SJC approved Incident Notification Procedures that:
  - (i)** Follow SJC's Incident Reporting and Client Risk Prevention and DCF CFOP 215-6; and
  - (ii)** Include notification of the child's DCF Child Protective Investigator or Supervisor or on call Supervisor if after business hours by telephone immediately and provide written follow-up notification within one (1) business day of acquiring knowledge of the incident if a child:
    - (aa)** Is injured, hospitalized, has a life-threatening illness, dies; or
    - (bb)** Runs away, disappears; or
    - (cc)** Has a physical or emotional condition that appears to be potentially harmful to the child or others; or
    - (dd)** If the provider makes a new report of alleged abuse, neglect, or abandonment to the Florida Abuse Hotline.
- (d)** Maintain a separate personnel file for each employee. Contents of this file are detailed in paragraph B.4.b. (2) of this contract.

**(2) Service Tasks**

Safety Management services are designed to actively protect the child from the danger threats when the parent or caregiver is unable to or lacking supports in doing so. The services offered during this time must remain in place until the parent or caregiver is able to demonstrate enhanced protective capacities or the family is transitioned to ongoing services due to the children being deemed unsafe.

Services shall be a comprehensive, continuous integrated system of safety services provided to address the needs of children and families being served. Services shall include the following:

- (a) **Behavior Management:** focuses on controlling parent or caregiver behavior that threatens a child's safety.
  - 1. Supervision and Monitoring
  - 2. Stress Reduction/Stress Management
  - 3. Halt Crisis
- (b) **Crisis Management:** an event or situation that overwhelms a parent or caregivers emotions, abilities, resources and problem solving to the point that they live in a constant state of crisis and show little control.
  - 1. Mobilize Problem Solving
  - 2. Participate in Safety Plan
  - 3. Reinforce Parent Participation in Safety Plan
- (c) **Social Connection:** creating supervision and monitoring when safety plans are active and when safety services are in place.
  - 1. Friendly Visiting
  - 2. Creating Social Connections
  - 3. Social Networking
- (d) **Resource Support:** shortage of family resources and resource utilization, which then directly threatens the safety of the child.
  - 1. Transportation
  - 2. Housing
  - 3. Finances
  - 4. Health Care
- (e) **Separation:** threats related to stress, caregiver reactions, caregiver responsibilities and caregiver child access.
  - 1. Planned Absence of Caregivers from the Home
  - 2. Respite Care
  - 3. Day Care Assistance
  - 4. Planned Activities for the Children

The provider must comply with all applicable Florida Statutes, Chapter 65C, F.A.C., Department and SJC operating procedures associated with the contracted services.

### (3) Casework Tasks

- (a) Provider will respond to referral for services within two (2) hours during business hours and four (4) hours at night and on the weekends. Initial face-to-face contact with the family will be made within one (1) business day of the referral.

- (b) Complete a review of the family condition and safety plan for safety service needs. The assessment is to identify on-going safety services needed for the safety services support plan.
  - (c) Complete an initial Safety Services Support Plan within five (5) business days from the assessment based on the family's strengths, supports, and needs to eliminate crisis issues.
  - (d) Utilize risk and protective factors assessed to determine intensity of services needed.
  - (e) Collaborate with the family to discuss progress and continuing challenges to help update the Safety Services Support Plan, ongoing interventions and skill development.
  - (f) The provider shall document initiation of services, contacts and services provided in Florida Safe Families Network (FSFN) within the two (2) business days.
  - (g) Maintain contact with the assigned CPI twice a week for the first two weeks and weekly thereafter, providing updates regarding progression and risk assessment.
  - (h) Conduct a case staffing with the CPI if the family becomes uncooperative with the program to determine the risk and safety to the children and what additional steps need to be taken to ensure safety.
  - (i) If the provider has not been able to engage the family and/or the family is unable to be located for more than two consecutive days, a staffing will be conducted with the referring CPI to determine continued appropriateness of the program and safety of the children.
  - (j) Administer program Client Satisfaction Survey at case closure regardless of length of service, progress, or success of the family.
  - (k) Complete a Discharge Summary for all families served and submit it to the referring CPI and the SJC Contract Manager within seven (7) calendar days of case closure.
  - (l) Maintain a case file for each family served. Contents of this required file are detailed in paragraph B.4.b.(1) of this contract.
- (4) Removal Tasks

If a child's continued safety and well-being cannot be ensured and it becomes necessary for the child to be removed from the home, the Family Builders Safety Services Program must staff the case with the referral source within three (3) business days of the removal to determine the status of the case and whether the removal is temporary and if services should continue or be terminated.

**b. Task Limits**

The provider shall not initiate service provisions without a referral from the Department of Children and Families or SJC.

**2. Staffing Requirements**

**a. Staffing Levels**

- (1) Staff, as described below, shall be hired and maintained to deliver the agreed upon services of this contract.

**(a) Program Manager**

This position functions as a supervisor and may require performance of casework responsibilities in the event of vacancies or the unavailability of staff. The position is responsible for the day-to-day functioning of the program, oversight of staff performance, and assignment of referrals.

**(b) Family Specialist**

The position requires performance of casework responsibilities.

**(c) Family Advocate**

- (2) Each caseworker shall serve a maximum of five (5) families at a time.**

**b. Professional Qualifications**

**(1) Professional Staff**

**(a) Program Manager**

Minimum qualifications for this position are: Graduation from an accredited four-year college or university with a bachelor's degree in a human service related field and at least three years of experience in social work or counseling. A master's degree in a human service related field may substitute for one year of the required experience. Documentation of education, training, and required experience shall be maintained in the employee's personnel file. Prior experience supervising others is preferred. Exceptions to hire without a qualifying degree can be made with sufficient experience.

**(b) Family Specialist**

Minimum qualifications for this position are: Graduation from an accredited four-year college or university with a bachelor's degree in a human service related field and at least three years of experience providing direct services to at-risk children, youth, or their families. A master's degree in a human service related field may substitute for one year of the required experience. Documentation of education, training, and required experience shall be maintained in the employee's personnel file. Education requirements may be waived if applicant has experience as a Family Advocate or similar intensive case management experience with families.

**(c) Family Advocate**

Minimum qualifications for this position are: High School Diploma and one-year experience providing direct care to at-risk children, youth or their families. Documentation of education, training, and required experience shall be maintained in the employee's personnel file.

- (2) All provider personnel providing direct client services shall comply with Chapter 435, F.S., Level 2, Employment Screening. Documentation of Level 2 Employment Screening shall be maintained in each employee's personnel file.**
- (3) Section 491.012, F.S., lists the titles, or combination of titles, that are unlawful to use, and which constitute a violation of this chapter or Chapter 490, F.S., unless that person holds a valid license. This same law also provides for exemptions that may be found in subsection 491.014(4)(b), F.S.**
- (4) Minimum Training Requirements**

- (a) All program staff shall successfully complete at intensive training as agreed upon by the provider and SJC prior to providing direct services to families.
- (b) Training prior to service delivery shall include Client Risk Prevention, Incident Reporting, and mandatory reporting of adult and child abuse, neglect, or exploitation.
- (c) Program Supervisors and Professional Caseworkers shall complete an additional fifteen hours of in-service training each year in addition to any license requirements. Training on domestic violence, substance abuse and children's mental health shall be included in the forty hours of annual in-service training.
- (d) Licensed professional staff may substitute Continuing Education Units (CEU'S) on an hour-for-hour basis for the forty hours of annual in-service training. Domestic violence, substance abuse, children's mental health, and Shaken Baby Syndrome shall be included in the forty hours of annual Continuing Education Units.
- (e) In-service training or Continuing Education Units for employees working less than forty hours per week may be prorated based on the average number of hours worked per week.

**c. Staffing Changes**

- (1) The Executive Director (or designee) shall notify the Contract Manager, in writing, within five calendar days of any staff changes or vacant positions.
- (2) The provider shall fill vacant positions within thirty (30) calendar days of availability and document all efforts. Any position paid through the resulting contract that remains vacant for more than thirty (30) consecutive days, the rate of payment for services may be reduced by the prorated share of funds allocated to that vacant position beginning on the thirty-first (31<sup>st</sup>) day following the day the position became vacant. This adjustment will remain in effect until a replacement is hired and working and will not require an amendment to initiate or terminate such reductions in the monthly payment. If the provider loses staff to the extent that services as defined in the resulting contract are not being performed, the resulting contract may be renegotiated.

**d. Subcontractors**

This contract does not allow the provider to subcontract for the provision of any services under this contract.

**3. Service Location & Equipment**

**a. Service Delivery Location**

Services shall be delivered in the home of the family.

**b. Service Times**

- (1) The administrative office shall be open from 8:00 AM to 5:00 PM Monday through Friday, except for provider recognized holidays.
- (2) Services shall be available twenty-four hours a day, seven days a week, for family emergencies and acceptance of referrals.
- (3) In-home services shall be provided at times that are convenient for the families served, except for initial contact after receipt of a referral.

**c. Changes in Location**

The provider shall notify the SJC Contract Manager in writing at least thirty (30) calendar days in advance of any change in the street address, mailing address, fax number, or telephone number of the provider's administrative office or service delivery location.

**d. Equipment**

Sufficient equipment to deliver the agreed upon services shall be provided and maintained by the provider.

**4. Deliverables**

**a. Service Units**

A service unit is a calendar month of Family Builder Safety Service Program performing the tasks and deliverables in accordance with the terms and conditions of this contract in a manner acceptable to SJC.

**b. Records and Documentation**

- (1) A case file shall be maintained for each family served. The case file shall contain, but is not limited to, the following information:
  - (a) A copy of the Referral Form that documents family eligibility or ineligibility. The documentation shall include:
    - (i) The dates and times of the referral, acceptance of the referral, initial contact with the family in their home, and
    - (ii) The family's name, and
    - (iii) A statement of the specific reason the family was accepted or not accepted for the program, reason for referral, and the referral source.
  - (b) A copy of the in-depth assessment and Safety Services Support Plan.
  - (c) A log of contacts documenting the date, type, and name of person contacted for all telephone, in-person, and collateral contacts.
  - (d) A copy of the weekly supervisor reviews.
  - (e) Progress notes that include but is not limited to, the date of referral, date of initial contact, contact summaries, notes, correspondence, psychological and psychiatric diagnosis or evaluation reports, case consultation reports, and a statement of the family's progress or lack of progress on the Safety Services Support Plan goals and objectives shall be entered into Florida Safe Family Network (FSFN) within the required timeframes.
  - (f) A copy of the Discharge Summary Report which contains:
    - (i) All family member names, which shall match the information in the Florida Safe Family Network (FSFN).
    - (ii) The date of referral, the date services started, and the date services ended.
    - (iii) A statement of the identifying problem(s) and service needs at the time of referral and any subsequently identified needs.



- (3) A separate recruitment file for each vacant position shall be maintained by the provider. The purpose of the recruitment file is to document the provider's attempts to fill vacant positions. The recruitment files shall include, but are not limited to, the following information:
- (a) Documentation of advertisement for each position, including the dates the position is advertised.
  - (b) Dates of interviews for the vacant position.
  - (c) Date vacant position is filled.

c. Reports

Report Title	Reporting Frequency	Report Due Date	Number of copies due	Person to Receive Report
Safety Services Support Plan <b>Exhibit A</b>	Within 5 business days of Assessment	According to B.4.b.(1)(f)	1	Referral Source
Family Builders Discharge Summary <b>Exhibit B</b>	Once per family served	Within 7 days of case closure	2	Referral Source and Contract Manager
Monthly Invoice <b>Exhibit C</b>	Monthly	By the fifth (5 <sup>th</sup> ) of the month following the month of service	1	Contract Manager
Monthly Statistical/Performance Report <b>Exhibit D</b>	Monthly	By the fifth (5 <sup>th</sup> ) of the month following the month of service	1	Contract Manager
Revenue/ Expenditure Report <b>Exhibit E</b>	Quarterly	By the 30 <sup>th</sup> of the month following the quarter reported	1	Contract Manager

(1) Required Reports

- (a) **Safety Services Support Plan, Exhibit A** - This report is initially based on the findings of the Family Builder Safety Service Assessment with each family and must be completed within five business days of completing of the Family Builders Assessment and sent to the assigned CPI within 2 business days of completion. Paragraph B.4.b.(1)(f) of this contract details minimum content requirements.
- (b) **Closing Summary, Exhibit B**- This shall be completed for all families served and sent to the assigned CPI and SJC Contract Manager within seven calendar days of case closure.
- (c) **Monthly Invoice/ Request for Payment, Exhibit C** – This invoice shall be sent to the Contract Manager by the fifth (5<sup>th</sup>) of the month following the month of service
- (d) **Monthly Statistical/Performance Measure Report, Exhibit D** - This report shall be sent to the Contract Manager by the fifth (5<sup>th</sup>) of the month following the month of service in the approved format. The report must contain the date submitted, the name or a contact person, and a telephone number.
- (e) **Quarterly Expenditure Report, Exhibit E**- This report shall be sent to the Contract Manager in accordance with the schedule in paragraph B.4.c. of this contract.

- (f) Other reports and information that SJC may require shall be furnished to SJC by the provider in a timely manner.

**(2) Reporting Requirements/Instructions**

- (a) Reports shall be submitted prior to or concurrent with the monthly request for payment. Failure to submit reports prior to or concurrent with the monthly or final request for payment will result in a delay of payment
- (b) Delivery of reports shall not be construed to mean acceptance of those reports; acceptance of required reports shall constitute a separate act and shall be approved by the Contract Manager as such.
- (c) SJC reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the limits set forth in this contract
- (d) SJC, at its option, may allow additional time for the provider to remedy the objections noted, SJC may, after giving the provider a reasonable opportunity to make a report complete, adequate, or acceptable, declare this contract to be in default.

**5. Performance Specifications**

**a. Performance Measures**

- (1) 90% of the children served will have no verified findings of maltreatment during services.
- (2) 90% of the children served will have no findings of maltreatment within six months of case closure.
- (3) 100% of clients referred will have face-to-face contact within two (2) hours or four (4) hours as required of the receipt of the referral.
- (4) 100% of families receiving services will have a written safety services support plan within five (5) business days of the in-depth assessment.
- (5) 95% of families served will be satisfied with the services they received.
- (6) 100% of chronological notes will be entered into FSFn within two (2) business days.

SJC reserves the right to modify or add any performance measures that are required by federal funding sources to comply with federal requirements. Any change in performance measure data/requirements by the Department will automatically be incorporated as part of the contract.

**b. Description of Performance Measurement Terms**

- (1) Verified Child Maltreatment - Determination by a child abuse investigator that there is a preponderance of evidence that the specific injury, harm, or threatened harm was the result of abuse or neglect.

**c. Performance Evaluation Methodology**

- (1) By execution of this contract the provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth below. If the provider fails to meet these standards, SJC, at its exclusive option, may allow up to six months for the provider to achieve compliance with the standards. If SJC affords the provider an opportunity to achieve compliance, and the provider fails to achieve compliance within the specified time frame, SJC must cancel the contract in the

absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of SJC.

- (2) The rate of compliance for the outcome in Section B.5.a.(1) is calculated as follows:

Numerator – number of children served under this contract with subsequent verified findings of the maltreatment perpetrated by the caretaker(s) during services.

Denominator – total number of children served under this contract

- (3) The rate of compliance for the outcome in Section B.5.a.(2) is calculated as follows:

Numerator – number of children served under this contract with subsequent verified during the six months following case closure.

Denominator – total number of children served closed for six months.

- (4) The rate of compliance for the outcome in Section B.5.a.(3) is calculated as follows:

Numerator – number of families referred for services will have initial contact within two (2) or (four) hours as required.

Denominator – total number of families referred for services during the month.

- (5) The rate of compliance for the outcome in Section B.5.a.(5) is calculated as follows:

Numerator – number of families receiving services will have a written safety services support plan within five (5) business days of the in-depth assessment.

Denominator – total number of families receiving services for the month.

- (6) The rate of compliance for the outcome in Section B.5.a.(6) is calculated as follows:

Numerator – number of families who report that they are satisfied overall with the services provided.

Denominator – total number of families served under this contract

- (7) The rate of compliance for the outcome in Section B.5.a.(7) is calculated as follows:

Numerator – The total number of chronological notes that were entered into FSFn within two (2) days of the activity.

Denominator – The total number of service activities completed.

## 6. Provider Responsibilities

### a. Provider Unique Activities

- (1) Be able to respond to accept referrals, and to respond to family emergencies after services have been initiated, twenty-four hours a day, seven days a week.
- (2) Ensure the provision and documentation of pre-service and in-service training for professional and paraprofessional personnel.
- (3) Develop a working knowledge of and relationships with other appropriate community resources and programs to provide necessary services for the families served.

- (4) Return the original signed copy of the Security Agreement Form, CF-114, to the Contract Manager.
- (5) Any funds that are not accounted for through the quarterly expenditures shall be returned to SJC at the end of the state fiscal year as unearned funds.

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

- (1) Based on assessed need, the provider shall identify, locate, coordinate, and refer families for other community resources during service provision and at case closure.
- (2) The failure of other providers or entities does not alleviate the provider from any accountability for tasks or services that the provider is obligated to perform pursuant to this contract.

**5. SJC Responsibilities**

**a. SJC Obligations**

- (1) SJC shall advise the provider of any consumer complaints.
- (2) SJC will request supporting documentation and review source documentation of units billed.
- (3) SJC will have final determination of a client's eligibility and termination status.
- (4) SJC will monitor the provider in accordance with existing SJC procedures.

**b. SJC Determinations**

- (1) SJC reserves the exclusive right to make certain determinations. The absence of SJC setting forth a specific reservation of right does not mean that all other areas of the contract are subject to mutual agreement.
- (2) SJC reserves the exclusive right to make any and all determinations which it deems are necessary to protect the best interests of the State of Florida and the health, safety, and welfare of the clients which are served by SJC either directly or through any one of its contracted community-based care agencies.
- (3) SJC reserves the right to determine satisfactory performance of the provider in carrying out tasks and completing deliverables specified in this contract through review of status reports on deliverables and reports on service tasks to be submitted by the provider and programmatic monitoring conducted by SJC.
- (4) Final authority in all disputes related to this contract rests solely with SJC. This includes, but is not limited to, client eligibility, data collection, monitoring, payment, and reporting.

**C. Method of Payment**

1. **Fixed Price (Unit Cost) Method of Payment** This is a fixed price and cost reimbursement contract. SJC shall pay the provider for the delivery of services provided in accordance with the terms of this contract for a **total annual contract amount not to exceed \$130,121.23.**
  - a. **Fixed Price:** This fixed rate is based upon the Project Budget Summary of estimated cost components to perform the services outlined in the contract. SJC shall pay the provider for the delivery of services provided not to exceed **\$130,121.23**, subject to the availability of funding.

Service Units	Unit Cost	Maximum number of units
One calendar month of Family Builders Safety Services provided in accordance with the terms of this contract.	\$10,843.44	11
One calendar month of Family Builders Safety Services provided in accordance with the terms of this contract.	\$10,843.39	1

The positions that are funded through this contract that remain vacant for more than thirty (30) consecutive days, the rate of payment for services will be reduced by the prorated share of the funds allocated to that vacant position as outlined in the Project Budget Summary beginning on the thirty-first (31<sup>st</sup>) day following the day that the position became vacant. This adjustment will remain in effect until a replacement is hired and working and will not require an amendment to initiate or terminate such reductions in the monthly payment. If the provider loses staff to the extent that services as defined are not being performed, the contract shall be renegotiated.

**b. Cost Reimbursement:** For the cost reimbursement portion of this contract, SJC shall reimburse the provider for allowable expenditures incurred pursuant to the terms of the contract for the budget areas described as Emergency Assistance to Clients for a total dollar amount not to exceed **\$5,000.00** subject to the availability of funds. The process to which the provider can access these funds will be determined and approved by SJC, but in all instances all requests shall be vetted and pre-approved by SJC staff (Program Manager, Finance Manager).

**c. Fixed Price Invoice Requirements:** The provider shall request the fixed price portion of this contract payment monthly through submission of a properly completed invoice by the 10<sup>h</sup> of the month following the month which the service was rendered.

**d. Cost Reimbursement Invoice Requirements:**  
The provider shall request reimbursement monthly through submission of a properly completed invoice by the 5<sup>h</sup> of the month following the end of the month for which reimbursement is being requested. All charges on the invoice must be accompanied by official supporting documentation.

**e. Supporting Documentation Requirements.** Documentation of all expenses incurred under a cost reimbursement contract must accompany the properly completed invoice. Documentation includes, but is not limited to, the following:

- (1) **Professional Services Fees on a Time/Rate Basis:** The invoice must include a general statement of the services being provided. The period covered by the invoice as well as the hourly rate times the number of hours worked must be stated. When an employee of the provider is not working 100% of his time on the contract, payroll registers, timesheets or a time log detailing the hours represented on the invoice is required and must be submitted as backup documentation.
- (2) **Postage and Reproduction Expenses:** Purchases made from outside vendors must be supported by paid invoices and/or receipts. Purchases for all in-house postage (i.e. Postage meter) and reproduction expenses must be supported by usage logs or similar documentation.
- (3) **Expenses:** Receipts are required for all expenses incurred, (i.e., office supplies, printing, long distance telephone calls, etc.)

- (4) **Direct Client Services Expenses:** Reimbursement of costs for direct client services must be supported by documentation.
- (5) **Travel:** For all travel expenses, a department travel voucher, Form C-676 (State of Florida Voucher for Reimbursement of Traveling Expenses) or state approved equivalent must be submitted. Original receipts for expenses incurred during officially authorized travel (items such as car rental and air transportation, parking and lodging, tolls and fares) are required for reimbursement. Subsection 287.058 (1)(b), FS, requires that bills for any travel expense shall be maintained in accordance with section 112.061, FS, governing payments by the state for traveling expenses. CFOP 40-1 (Official Travel of the Department of Children and Families Employees and Non-Employees) provides further explanation, clarification and instruction regarding the reimbursement of traveling expenses necessarily incurred during the performance of official state business.
- (6) **Conference Travel.** Conference travel reimbursement requests must include an Authorization to Incur Travel Expenses (Form C-676C) or a state approved equivalent, and a copy of the agenda. Benefits to the state must be documented on the form C-676C for payment to be reimbursed.

#### 1. Medicaid Billing

- a. SJC and the provider specifically agree and acknowledge that the Medicaid Program is the payor of last resort and:
- b. 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 other liable third party, and
- c. 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
- d. 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 payor, and
- e. The provider shall identify, and report Medicaid earnings separate from all other fees, and
- f. Medicaid earnings cannot be used as local match, and
- g. The provider shall ensure that Medicaid payments are accounted for in compliance with federal regulations, and
- h. In no event shall both Medicaid and SJC be billed for the same service.

#### D. Special Provisions

1. **Information Technology Resources:** Information Technology Resources: All SJC contract providers must receive written approval in accordance with CFOP 50-9, Policy on Information Resource Requests, prior to purchasing any Information Technology Resource (ITR) with contract funds. The provider agrees to secure prior written approval by means of an Information Resources Request (IRR) form in accordance with CFOP 50-9, Policy on Information Resource Requests, before the purchase of any ITR. The Contract Manager is responsible for serving as the liaison between the provider and the SJC during the completion of the IRR. ITRs are defined in Chapter 282, F.S., as data processing hardware, software, services, supplies, maintenance, training, personnel, and facilities. The provider will not be reimbursed for any ITR purchases made prior to obtaining SJC's written approval.

2. **Computer-Related Crimes:** In addition to the Security Obligations clause found in the Standard Contract, provider shall comply with Chapter 815, F.S., Computer Related Crimes.
3. **Florida Advocacy Council:** In accordance with Chapter 402, F.S., the provider must comply with all 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.
4. **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.
5. **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 aforementioned report shall be disposed of in a manner authorized by the department.
6. **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.
7. **Contract Renewal:** This contract may be renewed for one term not to exceed one year. 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 in writing and shall be subject to the same terms and conditions as set forth in the initial contract.

#### E. Exhibits

- |              |  |
|--------------|--|
| 1. Exhibit A | Safety Services Support Plan                   |
| 2. Exhibit B | Family Builder Discharge Summary               |
| 3. Exhibit C | Invoices for Services                          |
| 4. Exhibit D | Monthly Statistical/Performance Measure Report |
| 5. Exhibit E | Quarterly Revenue and Expenditure Report       |



# 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 <b>both</b> 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? <b>If YES, provide a copy of the EEO and/or certification.</b></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 \_\_\_\_\_

The administration of resources awarded by the Department of Children & Families 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, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Department 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 the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department 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 the Department's Single Audit Unit and its 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 Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 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 the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

#### **PART 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 \$500,000 or more (\$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 Department's Single Audit

Unit and its contract manager. In the event the recipient expends less than \$500,000 (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 Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

### **PART III: REPORT SUBMISSION**

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 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 copy)
- 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, Florida 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:

<https://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 the Department 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 the Department 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 the Department 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 the Department 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 the Department.

## CERTIFICATION REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Date: \_\_\_\_\_

Application or Contract ID Number: \_\_\_\_\_

Name of Authorized Individual Application or Contractor: \_\_\_\_\_

Address of Organization: \_\_\_\_\_

CF 1123

Effective July 2015

(CF-1123-1516)



# State of Florida Department of Children and Families

## 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, online 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/filerepository/cjissecurity-policy-v5\\_5\\_20160601-2-1.pdf](https://www.fbi.gov/filerepository/cjissecurity-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 followback 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

**(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.

EXHIBIT A

<p><b>Devereux Family Builders St. Johns County Safety Services Support Plan</b></p>

<b>Family Name:</b>		<b>Date Plan Completed:</b>	
<b>Reason for Referral:</b>			
<p>Select from the following five safety management categories that the Family Builders Team will utilize that relates to the allegations called into the abuse hotline and manage the danger threat identified. The selection should relate directly from the allegations, information provided by DCF, information gathered from the NCFAS-G and goals that were agreed upon during the Family Team Meeting.</p> <ul style="list-style-type: none"> <li><input type="radio"/> <b>Behavior Management</b></li> <li><input type="radio"/> <b>Crisis Management</b></li> <li><input type="radio"/> <b>Social Connections</b></li> <li><input type="radio"/> <b>Resource Support</b></li> <li><input type="radio"/> <b>Separation</b></li> </ul>			
<b>Define utilization for safety management:</b>			
<b>Reason for Referral:</b>			
<p>Select from the following five safety management categories that the Family Builders Team will utilize that relates to the allegations called into the abuse hotline and manage the danger threat identified. The selection should relate directly from the allegations, information provided by DCF, information gathered from the NCFAS-G and goals that were agreed upon during the Family Team Meeting.</p> <ul style="list-style-type: none"> <li><input type="radio"/> <b>Behavior Management</b></li> <li><input type="radio"/> <b>Crisis Management</b></li> <li><input type="radio"/> <b>Social Connections</b></li> <li><input type="radio"/> <b>Resource Support</b></li> <li><input type="radio"/> <b>Separation</b></li> </ul>			
<b>Define utilization for safety management:</b>			
<b>Reason for Referral:</b>			

EXHIBIT A

<p>Select from the following five safety management categories that the Family Builders Team will utilize that relates to the allegations called into the abuse hotline and manage the danger threat identified. The selection should relate directly from the allegations, information provided by DCF, information gathered from the NCFAS-G and goals that were agreed upon during the Family Team Meeting.</p> <ul style="list-style-type: none"> <li>○ Behavior Management</li> <li>○ Crisis Management</li> <li>○ Social Connections</li> <li>○ Resource Support</li> <li>○ Separation</li> </ul>	
<b>Define utilization for safety management:</b>	
<b>Reason for Referral:</b>	
<p>Select from the following five safety management categories that the Family Builders Team will utilize that relates to the allegations called into the abuse hotline and manage the danger threat identified. The selection should relate directly from the allegations, information provided by DCF, information gathered from the NCFAS-G and goals that were agreed upon during the Family Team Meeting.</p> <ul style="list-style-type: none"> <li>○ Behavior Management</li> <li>○ Crisis Management</li> <li>○ Social Connections</li> <li>○ Resource Support</li> <li>○ Separation</li> </ul>	
<b>Define utilization for safety management:</b>	
<b>Reason for Referral:</b>	
<p>Select from the following five safety management categories that the Family Builders Team will utilize that relates to the allegations called into the abuse hotline and manage the danger threat identified. The selection should relate directly from the allegations, information provided by DCF, information gathered from the NCFAS-G and goals that were agreed upon during the Family Team Meeting.</p> <ul style="list-style-type: none"> <li>○ Behavior Management</li> <li>○ Crisis Management</li> <li>○ Social Connections</li> <li>○ Resource Support</li> <li>○ Separation</li> </ul>	

EXHIBIT A

<b>Define utilization for safety management:</b>	

The safety services support plan includes goals and objectives agreed upon in the Family Team Meeting. These goals and objectives are set forth to strengthen the family unit and reduce identified danger threats due to allegations reported through the abuse hotline. As a team; the Family Specialist, Family Advocate and your family will meet multiple times per week to support your family in accomplishing the agreed upon goals. In signing this plan, you agree to be an active participant in this plan as it is a voluntary service.

\_\_\_\_\_  
Family Member      Date

\_\_\_\_\_  
Family Member      Date

\_\_\_\_\_  
Family Member      Date

\_\_\_\_\_  
Family Member      Date

\_\_\_\_\_  
Family Specialist      Date

\_\_\_\_\_  
Family Advocate      Date

\_\_\_\_\_  
Program Manager      Date

\_\_\_\_\_  
Other      Date

|

**Devereux Family Builders Discharge**

Family Name:

Referred by (name/unit):

Date of Admission:

Last Seen:

Date of Discharge:

Family Specialist/ Family Advocate:

Case ID#

Family Members	Relationship (father, mother, child, aunt, etc.)

**A. Reasons for admission/intake findings:**

**B. Safety Management Category/ SSSP goals identified:** (Utilize exact goal form SSSP)

- **Behavior management**

- 1.
- 2.

- **Crisis management**

- 1.
- 2.

- **Social Connections**

- 1.
- 2.

- **Resource Support**

- 1.
- 2.

- **Separation**

- 1.
- 2.

**C. Summary of Progress toward Safety Service Support plan goals:**

**D. Additional Supports Provided:** (Items not on SSSP)

**E. Discharge Type:**

Safety Services Completed	
Transfer to Family Support	
Transfer to Non-Judicial (CPC or NTF)	
Judicial/Sheltered	
Moved - No Contact	
Transferred to FIP	
Declined Services	
Other	

**F. Discharge Contact Information:**

Name	
Phone Number	
Relationship	

**G. Recommendations:**

**H. Post-Discharge Services:**

Service	Provider's Name	Provider's Phone Number	Appointment Date/Time
Psychiatric Care			
Counseling			
Case Management			
Medical Care			
Dental Care			
Other (specify)			
Other (specify)			
Other (specify)			

**I. This summary was delivered to the family AND referral source via the following method:**

	Date
In person meeting	
Over the phone and then mailed	
Mailed to the last known address	

Facsimile to guardian/case manager/CPI	
Other: Email	
<i>Also Required: Copy to Referral Source</i>	

**J. Signatures/Credentials:**

Family Specialist		Date:
Family Advocate		Date:
Program Manager		Date:

# 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:

\_\_\_\_\_