

## LUTHERAN SERVICES FLORIDA STANDARD CONTRACT

**THIS CONTRACT** is entered into between Lutheran Services Florida, Inc., d/b/a LSF Health Systems (a Florida non-profit corporation), hereinafter referred to as the "Managing Entity" and \_\_\_\_\_ herein after referred to as the "Network Service Provider." The Managing Entity and Network Service Provider agree as follows:

1. **Purpose.** The Managing Entity is engaging the Network Service Provider for the purpose of behavioral health services, as further described in Attachment I hereto. The Network Service Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this contract. These deliverables must be received and accepted by the Network Manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Managing Entity. Unless otherwise provided in the procurement document, if any, or governing law, the Managing Entity reserves the right to add services that are incidental or complimentary to the original scope of services.
2. **Effective and Ending Dates.** This contract shall be effective on \_\_\_\_\_. The performance period under this contract shall commence on the effective date of this contract and shall end at midnight, Eastern time, on \_\_\_\_\_, subject to the survival of terms provisions of Section 34 hereof.
3. **Payment for Services.** The Managing Entity shall pay for contracted services performed by the Network Service Provider on and after the effective date of this contract according to the terms and conditions of this contract of an amount not to exceed \_\_\_\_\_ or the rate schedule, subject to the availability of funds and satisfactory performance of all terms by the Network Service Provider. The Managing Entity's performance and obligation to pay under this contract is contingent upon the award and contract from the State of Florida which is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.
  - a. In the event that the Managing Entity has funds remaining after paying the annual contract amount outlined in the current year's Exhibit H – Funding Detail and/or there are available funds in the Network, and the Network Service Provider has delivered additional units of service in accordance with the terms and conditions of this contract for which the Network Service Provider has not been paid, the Managing Entity may, in its sole discretion, pay the Network Service Provider for some or all of the additional units of service entered into the Managing Entity's data system by the Network Service Provider.
4. **Contract Document.** The Network Service Provider shall provide services in accordance with the terms and conditions specified in this contract including its attachments, Attachment I, Attachment II, Attachment III, Attachment IV, any additional Attachments as indicated on Appendix C, 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. The definitions found in the Standard Contract Definitions, located at <http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf> are incorporated into and made a part of this contract. The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this contract. Sections 1.d., 2-4, 6, 8-13, 20, 23, 27, and 31 of the PUR 1000 Form are not applicable to this contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this contract, such other terms or conditions shall take precedence over the PUR 1000 Form.
5. **Compliance with Statutes, Rules, and Regulations.** In performing its obligations under this contract, the Network Service 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 36 of this contract.
6. **Official Payee and Party Representatives.** 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 and the notification attached to the originals of this contract.

a. The name, address, and telephone number of the Network Service Provider shown above and the official payee to whom the payments shall be made are:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone/Ext: \_\_\_\_\_

b. The name, address, telephone number, and e-mail address where financial and administrative records are maintained:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone/Ext: \_\_\_\_\_

E-mail: \_\_\_\_\_

c. The name, address, and telephone number of the Network Manager for the Managing Entity for this contract:

Name: \_\_\_\_\_

Address: **9428 Baymeadows Rd; Ste 320**

City: **Jacksonville** State: **FL** Zip Code: **32256**

Phone/Ext: \_\_\_\_\_

E-mail: \_\_\_\_\_

d. The name, address, telephone number, and e-mail address of the representative of the Network Service Provider responsible for administration of the program under this contract:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone/Ext: \_\_\_\_\_

E-mail: \_\_\_\_\_

7. **Inspections and Corrective Action.** The Network Service Provider shall permit all persons who are duly authorized by the Managing Entity and/or the Florida Department of Children and Families, hereinafter referred to as "the Department", to inspect and copy any records, papers, documents, facilities, goods and services of the Network Service Provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the Network Service Provider to assure the Managing Entity of the satisfactory performance of the terms and conditions of this contract and as outlined and set forth in Attachment I, Participation in Network Service Provider Monitoring. Following such review, the Managing Entity shall deliver to the Network Service Provider a written report of its findings, and may direct the development, by the Network Service Provider, of a corrective action plan where appropriate. The Network Service Provider hereby agrees to timely correct all deficiencies identified in the Managing Entity's written report. This provision shall not limit the Managing Entity's termination rights under Section 30.

8. **Independent Contractor, Subcontracting, and Assignments.**

a. In performing its obligations under this contract, the Network Service Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the Managing Entity or the State of Florida. Neither the Network Service 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 the Managing Entity 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. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Network Service Provider and its subcontractors shall be responsible for the supervision, control, hiring and terminating, rates of pay and terms and conditions of employment of their own employees.

- b. The Network Service Provider shall take such actions as may be necessary to ensure that it, and each subcontractor of the Network Service Provider, shall be deemed to be an independent contractor and shall not be considered or permitted to be an officer, employee, or agent of the Managing Entity or the State of Florida. The Managing Entity shall not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the Network Service Provider, or its subcontractor or assignee, unless specifically agreed to by the Managing Entity in this contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Network Service Provider, the Network Service Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Network Service Provider.
- c. The Network Service Provider shall not assign the responsibility for this contract to another party without prior written approval of the Managing Entity, upon the Managing Entity's sole determination that such assignment shall not adversely affect the public interest; however, in no event may the Network Service Provider assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under this contract which right is not conditioned on full and faithful performance of the Network Service Provider's duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Managing Entity shall be null and void. The Network Service Provider shall not subcontract for any of the work contemplated under this contract without prior written approval of the Managing Entity, which shall not be unreasonably withheld.
- d. The Managing Entity shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another Network Service Provider of the Managing Entity's selection or an eligible provider outside the network, upon giving prior written notice to the Network Service Provider. In the event the Managing Entity approves transfer of the Network Service Provider's obligations, the Network Service Provider remains responsible for all work performed and all expenses incurred in connection with the contract up to the point of transfer. This contract shall remain binding upon the lawful successors in interest of the Network Service Provider and the Managing Entity.
- e. To the extent permitted by Florida Law, and in compliance with Section 8.c., the Network Service Provider is responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the Network Service Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Network Service Provider further agrees that the Managing Entity and the Department shall not be liable to the subcontractor in any way or for any reason relating to this contract.
- f. The Network Service 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 including Attachment I, Network Service Provider Subcontract, and all sections that pertain to and describe applicable subcontract compliance.
- g. To the extent that a subcontract provides for payment after Network Service Provider's receipt of payment from the Managing Entity the Network Service Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Managing Entity in accordance with §287.0585, Florida Statutes (Fla. Stat.), unless otherwise stated in the contract between the Network Service Provider and subcontractor. Failure to pay within seven (7) working days shall result in a penalty that shall be charged against the Network Service Provider and paid by the Network Service Provider to

the subcontractor in the amount of one-half of one percent (.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

9. **Network Service Provider Indemnity.** Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase “arising from or relating to personal injury and damage to real or personal tangible property” in the first paragraph is replaced with “arising out of or by reason of the execution of this contract or arising from or relating to any alleged act or omission by the Network Service Provider, its agents, employees, partners, or subcontractors in relation to this agreement,” and the following additional terms shall also apply:
- a. If the Network Service Provider removes an infringing product because it is not reasonably able to modify that product or secure the Managing Entity the right to continue to use that product, the Network Service Provider shall immediately replace that product with a non-infringing product that the Managing Entity determines to be of equal or better functionality or be liable for the Managing Entity’s cost in so doing.
  - b. Further, the Network Service Provider shall indemnify the Managing Entity for all costs and attorney’s fees arising from or relating to Network Service Provider’s claim that a record contains trade secret information that is exempt from disclosure or the scope of the Network Service Provider’s redaction of the record, as provided for under Section 26.c., including litigation initiated by the Managing Entity.

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

10. **Insurance.** The Network Service Provider shall maintain continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. The Network Service Provider shall procure and maintain insurance coverage and limits as identified and set forth in Attachment I, Insurance Requirements. Upon the execution of this contract, the Network Service Provider shall furnish the Managing Entity written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Managing Entity reserves the right to require additional insurance as specified in this contract.
11. **Notice of Legal Actions.** The Network Service Provider shall notify the Managing Entity of legal actions taken against them or potential actions such as lawsuits related to services provided through this contract or that may impact the Network Service Provider’s ability to deliver the contractual services, or adversely impact the Managing Entity or the Department. The Managing Entity’s Network Manager shall be notified within ten (10) days of Network Service Provider becoming aware of such actions or from the day of the legal filing, whichever comes first.
12. **Client Risk Prevention.** If services to clients are to be provided under this contract, the Network Service Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in Department of Children and Families Operating Procedure (CFOP) 215-6 in the manner prescribed in CFOP 215-6 as identified and set forth in Attachment I, Incident Reporting. The Network Service 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

(800-96ABUSE). As required by Chapters 39 and 415, Fla. Stat., this provision is binding upon both the Network Service Provider and its employees.

13. **Emergency Preparedness Plan.** If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the Network Service Provider shall, within thirty (30) days of the execution of this contract, submit to the Network 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 shall allow the Network Service Provider to continue functioning in compliance with the executed 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 (12) months following the Managing Entity's original acceptance of a plan and every twelve (12) months thereafter, the Network Service 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. The Managing Entity 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, the Managing Entity may exercise oversight authority over such Network Service Provider in order to assure implementation of agreed emergency relief provisions.

14. **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 Network Service Provider's performance under this contract, and the performance of all of its officers, agents, and subcontractors in relation to this contract, are works for hire for the benefit of the Managing Entity and the Department, fully compensated for by the contract amount, and that neither the Network Service Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this contract. It is specifically agreed that the Managing Entity and the Department shall have exclusive rights to all data processing software falling within the terms of §119.084, Fla. Stat., 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 Network Service Provider is a university and a member of the State University System of Florida, then §1004.23, Fla. Stat., shall apply.

- a. If the Network Service Provider uses or delivers to the Managing Entity 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 Network Service Provider during the term of this contract and use by the Managing Entity its employees, agents or contractors during the term of this contract and perpetually thereafter.
- b. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Network Service Provider or one of its subcontractors is a university and a member of the State University System of Florida, then §1004.23, Fla. Stat., shall apply, but the Managing Entity and the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

15. **Real Property.** Any state funds provided for the purchase of or improvements to real property are contingent upon the Network Service 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 Network Service Provider agrees that, if it disposes of the property before the Managing Entity's interest is vacated, the Network Service Provider shall refund the proportionate share of the state's initial investment, as adjusted by depreciation.

16. **Publicity.**

a. Without limitation, the Network Service Provider and its employees, agents, and representatives shall not, without prior Managing Entity written consent in each instance, use in advertising, publicity or any other promotional endeavor any Lutheran Service Florida Inc., or LSF Health Systems, mark, the name of the Managing Entity mark, the name of the Managing Entity or affiliate or any officer or employee of the Managing Entity, or represent, directly or indirectly, that any product or service provided by the Network Service Provider has been approved or endorsed by the Managing Entity, or refer to the existence of this contract in press releases, advertising or materials distributed to the Network Service Provider's prospective customers.

b. Without limitation, the Network Service Provider and its employees, agents, and representatives shall not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any Department of Children and Families mark, the name of the State's mark, the name of the State or any state agency or affiliate or any officer or employee of the State, or any state program or service, or represent, directly or indirectly, that any product or service provided by the Network Service Provider has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the Network Service Provider's prospective customers.

17. **Sponsorship.** As required by §286.25, Fla. Stat., if the Network Service 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 (Network Service Provider's name), LSF Health Systems, and State of Florida, Department of Children and Families." If the sponsorship reference is in written material, the words "LSF Health Systems, and State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization. The Network Service Provider is required to request permission to use LSF Health Systems, and State of Florida, Department of Children and Families sponsorship language prior to publicizing, advertising, or describing the sponsorship of the program.

18. **Employee Gifts.** The Network Service Provider agrees that it shall not offer to give or give any gift to any Managing Entity or Department employee. As part of the consideration for this contract, the parties intend that this provision shall survive the contract for a period of two (2) years. In addition to any other remedies available to the Managing Entity, any violation of this provision shall result in referral of the Network Service Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Network Service Provider's name on the suspended vendors list for an appropriate period. The Network Service Provider shall ensure that its subcontractors, if any, comply with these provisions.

19. **Invoices.** The Network Service Provider shall submit service data for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this contract, the Network Service Provider shall submit bills for any travel expenses in accordance with §112.061, Fla. Stat., or at such lower rates as may be provided in this contract. The Network Service Provider is required to submit monthly service data into the Managing Entity's data system

no later than the tenth (10<sup>th</sup>) of each month following the month of when the services were rendered as identified and set forth in Attachment I, Invoice Requirements.

20. **Final Invoice.** The submission of service data in relation to the final invoice for payment shall be submitted to the Managing Entity no more than forty-five (45) days after the contract ends or is terminated. If the Network Service Provider fails to do so, all rights to payment are forfeited and the Managing Entity shall 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 Network Service Provider, and necessary adjustments thereto, have been approved by the Managing Entity. In the event the contract is renewed, either by extension or issuance of a new contract with the same parties; the final invoice requirements outlined in Attachment I of this contract shall prevail.
21. **Financial Consequences.** If the Network Service Provider fails to meet the minimum level of service or performance identified in this contract, or that is customary for the industry, the Managing Entity shall apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to, refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying liquidated damages to the extent that this contract so provides, imposition of penalties per Section 29, termination of contract per Section 30 and requisition of services from an alternate source. Any payment made in reliance on the Network Service Provider's evidence of performance, which evidence is subsequently determined to be erroneous, shall be immediately due as an overpayment in accordance with Section 22, to the extent of such error.
22. **Overpayments.** The Network Service Provider shall return to the Managing Entity any overpayments due to unearned funds or funds disallowed that were disbursed to the Network Service Provider by the Managing Entity and any interest attributable to such funds pursuant to the terms and conditions of this contract. In the event that the Network Service Provider or its independent auditor discovers that an overpayment has been made, the Network Service Provider shall repay said overpayment immediately without prior notification from the Managing Entity. In the event that the Managing Entity first discovers an overpayment has been made, the Network Manager, on behalf of the Managing Entity, shall notify the Network Service Provider of such findings. Should repayment not be made forthwith, the Network Service Provider shall be charged interest at the lawful rate of interest on the outstanding balance after Managing Entity notification or Network Service Provider discovery. Payments made for services subsequently determined by the Managing Entity to not be in full compliance with contract requirements shall be deemed overpayments. The Managing Entity shall have the right to offset or deduct from any amount due under this contract at any time, any amount due to the Managing Entity from the Network Service Provider under this or any other contract or agreement and payment otherwise due under this contract shall be deemed received regardless of such offset.
23. **Payment on Invoices.** Pursuant to §215.422, Fla. Stat., the Managing Entity has ten (10) working days to inspect and approve goods and services unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoices received by the Managing Entity or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to §55.03, Fla. Stat., shall be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties shall be calculated at the daily interest rate of .03333%. Invoices returned to a Network Service Provider due to preparation errors shall result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar shall not be paid unless the Network Service Provider requests payment. Payment shall be made only upon written acceptance by the Managing Entity and shall remain subject to subsequent audit or review to confirm contract compliance. The Managing Entity shall pay the Network Service Provider for services properly performed hereunder in accordance with the terms and conditions of Attachment I, Method of Payment. The Managing Entity shall pay the Network Service Provider a prorated amount not to exceed one-twelfth of the contracted amount each month. All

payments by the Managing Entity to Network Service Provider are expressly and unequivocally contingent upon and subject to the Managing Entity's receipt of such payment from the Department.

**24. Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in §215.422, Fla. Stat., 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.

**25. Records, Retention, Audits, Inspections, and Investigations.**

- i. The Network Service Provider shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Managing Entity under this contract.
- ii. 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 Network Service 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 the Managing Entity and/or the Department.
- iii. Upon demand, at no additional cost to the Managing Entity and/or the Department, the Network Service Provider shall facilitate the duplication and transfer of any records or documents during the term of this contract and the required retention period in Section 25.ii.
- iv. 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 the Managing Entity and/or the Department.
- v. At all reasonable times for as long as records are maintained, persons duly authorized by the Managing Entity, the Department, and Federal auditors, pursuant to 2CFR § 200.336, shall be allowed full access to and the right to examine any of the Network Service Provider's contracts and related records and documents, regardless of the form in which kept.
- vi. A financial and compliance audit shall be provided to the Managing Entity as specified in this contract and in Attachment III.
- vii. The Network Service Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, Fla. Stat.).
- viii. No record may be withheld nor may the Network Service Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

**26. Public Records.** The Network Service Provider shall allow public access to all documents, papers, letters, or other public records as defined in §119.011(12), Fla. Stat., as prescribed by §119.07(1) Fla. Stat., made or received by the Network Service Provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Network Service Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Managing Entity may unilaterally terminate the contract.

- a. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, Fla. Stat. Any claim by Network Service Provider of trade secret



(proprietary) confidentiality for any information contained in Network Service Provider's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted in connection with this contract shall be waived, unless the claimed confidential information is submitted in accordance with Section 26.b.

- b. The Network Service Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as 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 Network Service Provider shall include information correlating the nature of the claims to the particular protected information.
- c. The Managing Entity and the Department, when required to comply with a public records request including documents submitted by the Network Service Provider, may require the Network Service Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 26.b. Accompanying the submission shall be an updated version of the justification under Section 26.b, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Network Service Provider fails to promptly submit a redacted copy, the Managing Entity is authorized to produce the records sought without any redaction of proprietary or trade secret information.
- d. The Network Service Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

27. **Client Information.** The Network Service 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.

28. **Information Security.** The Network Service Provider shall comply with, and be responsible for ensuring subcontractor compliance as if they were the Network Service Provider with, the following information security requirements whenever the Network Service Provider or its subcontractors have access to Managing Entity and/or Department information systems or maintain any client or other confidential information in electronic form::

- a. An appropriately skilled individual shall be identified by the Network Service Provider to function as its Information Security Officer. The Information Security Officer shall act as the liaison to the Managing Entity's security staff and shall maintain an appropriate level of data security for the information the Network Service Provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all who request or have access, through the Network Service Provider's access, to any Managing Entity and/or Department information systems or any client or other confidential information. The Information Security Officer will ensure that any access to the Managing Entity and/or Department information systems or any client or other confidential information is removed immediately upon such access no longer being required for Network Service Provider's performance under this contract.
- b. The Network Service Provider shall provide the latest Departmental Security Awareness Training to all who request or have access including subcontractors, through the Network Service Provider's access, to Managing Entity and/or Departmental information systems or any client or other confidential information upon hire and repeated on an annual basis.

- c. All who request access or have access, through the Network Service Provider's access, to Managing Entity and/or Department information systems or any client or other confidential information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the Access Confidentiality and Nondisclosure Agreement CF 0112 annually. A copy of Form CF 0112 may be obtained from the Network Manager. The Network Service Provider shall require the same of all subcontractors.
- d. The Network Service Provider shall prevent unauthorized disclosure or access, from or to Managing Entity and/or Department information systems or client or other confidential information. Client of other confidential information on systems and network capable devices shall be encrypted per CFOP 50-2. The Network Service Provider shall require the same of all subcontractors.
- e. The Network Service Provider agrees to notify the Network Manager as soon as possible, but no later than five (5) working days following the determination of any potential or actual unauthorized disclosure or access to Managing Entity and/or Department information systems or to any client or other confidential information. The Network Service Provider shall require the same of all subcontractors.
- f. The Network Service Provider shall, at its own cost, comply with section §501.171, Florida Statutes. The Network Service Provider shall also, at its own cost, implement measures deemed appropriate by the Managing Entity to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to Managing Entity and/or Department information systems or to any client or other confidential information. The Network Service Provider shall require the same of all subcontractors

**29. Financial Penalties for Failure to Take Corrective Action.**

- a. In accordance with the provisions of §402.73(1), Fla. Stat., and Rule 65-29.001, Florida Administrative Code (F.A.C.), corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.
- b. The increments of penalty imposition that shall apply, unless the Managing Entity 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 plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
- 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, the Managing Entity may deduct the amount of the penalty from invoices submitted by the Network Service Provider.

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

- a. In accordance with Section 22 of PUR 1000 Form, this contract may be terminated by the Managing Entity without cause upon no less than thirty (30) calendar days' notice in writing to the Network Service Provider unless a sooner time is mutually agreed upon in writing.

- b. In the event funds for payment pursuant to this contract becomes unavailable, the Managing Entity may terminate this contract upon no less than twenty-four (24) hours' notice in writing to the Network Service Provider. The Managing Entity shall be the final authority as to the availability and adequacy of funds.
- c. In the event the Network Service Provider fails to fully comply with the terms and conditions of this contract, the Managing Entity may terminate the contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Network Service Provider after Network Service Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Managing Entity specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Managing Entity may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the contract. The Managing Entity's failure to demand performance of any provision of this contract shall not be deemed a waiver of such performance. The Managing Entity'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 the Managing Entity's right to remedies at law or in equity.
- d. Failure to have performed any contractual obligations under any other contract with the Managing Entity in a manner satisfactory to the Managing Entity shall be a sufficient cause for termination. To be terminated as a Network Service Provider under this provision, the Network Service Provider must have: (1) previously failed to satisfactorily perform in a contract with the Managing Entity, been notified by the Managing Entity of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Managing Entity; or (2) had a contract terminated by the Managing Entity for cause. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Network Service Provider. All notices of termination provided under this Section shall be in writing and upon no less than twenty-four (24) hours' notice in writing to the Network Service Provider. All notices of termination provided under this Section shall be in writing and sent 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 Network Service Provider shall be compensated for any work satisfactorily completed.

**31. Transition Activities.** Continuity of service is critical when service under this contract ends and service commences under a new contract. Accordingly, when service shall continue through another provider upon the expiration or earlier termination of this contract, the Network Service Provider shall complete all actions necessary to smoothly transition service to the new provider. The Network Service 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 the Managing Entity approved Transition Plan. Such activities shall be without additional compensation and shall include consultation on the resources needed to support transition, identifying a transition manager, the characteristics of transactions, data and file transfer. Requirements for the Transition Plan are further described in Attachment I hereto.

**32. Dispute Resolution.**

- a. Any dispute concerning performance of the contract or payment hereunder shall be decided by the Managing Entity, which shall be reduced to writing and a copy of the decision shall be provided to the Network Service Provider by the Network Manager. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Managing Entity's decision, the Network Service Provider delivers to the Network Manager a petition for alternative dispute resolution.
- b. After receipt of a petition for alternative dispute resolution the Managing Entity and the Network Service 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 Network Service Provider concerning this contract.

- c. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the Attachment I or other attachment, 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.
- d. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.
- e. This provision shall not limit the parties' rights of termination under Section 30.

### 33. 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 30, 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 shall be in Leon County, Florida. Unless otherwise provided in Attachment I or in any amendment here to, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.
- c. The Network Service 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 §403.7065, Fla. Stat.
- d. The Managing Entity is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Managing Entity has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Managing Entity's Network Service Providers shall either be accredited, have a plan to meet national accreditation standards, or shall initiate a plan within a reasonable period of time.
- e. The Department of Economic Opportunity and Workforce Florida: The Network Service 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. The Managing Entity and the Department encourages Network Service Provider participation with the Department of Economic Opportunity and Workforce Florida.
- f. Transitioning Young Adults: The Network Service Provider understands the Managing Entity's interest in assisting young adults aging out of the dependency system. The Managing Entity encourages Network Service Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.
- g. 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.

- h. 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.
- i. The Network Service Provider shall not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Managing Entity or a Network Service Provider of services to the Managing Entity.
- j. In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:
  - i. This Standard Contract
  - ii. Attachment I and other attachments, if any
  - iii. Any documents incorporated into this Standard Contract by reference
  - iv. Any documents incorporated into any attachment by reference

34. **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 Network Service Provider and remedies available to the Managing Entity are intended to survive the "ending date" or an earlier termination of this contract. The Network Service 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.

35. **Modifications.** Modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Managing Entity's operating budget. Requests for modification are outlined in Attachment I, Requests for Modification.

36. **Additional Requirements of Law, Regulation and Funding Source.** As provided in Section 5 of this contract, the Network Service Provider is required to comply with the following requirements, as applicable to its performance under this contract. Network Service 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 Network Service Provider shall comply with the provisions of federal law and regulations including, but not limited to, 45 CFR, Part 74, 45 CFR, Part 92, and other applicable regulations.
- ii. If this contract contains \$10,000 or more of federal funds, the Network Service 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 \$150,000 of federal funds, the Network Service 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 Network Service Provider shall report any violations of the above to the Managing Entity.

- iv. No federal funds received in connection with this contract may be used by the Network Service Provider, or agent acting for the Network Service 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 Network Service Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment II. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Network Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Network Manager, prior to payment under this contract.
  - v. If this contract contains federal funds and provides services to children up to age 18, the Network Service 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. The Managing Entity shall consider the employment of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324 a) and Section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the Managing Entity. The Network Service Provider and its subcontractors shall 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. Employees 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.
- 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 Civil Rights Act of 1992, as applicable, the Network Service 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 Network Service 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. The Network Service Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 in accordance with 45 CFR Part 80 and CFOP 60-16. This is required of all Network Service Providers that have fifteen (15) or more employees.
- c. **Use of Funds for Lobbying Prohibited.** The Network Service Provider shall comply with the provisions of §§11.062 and 216.347, Fla. Stat., 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 §§287.133 and 287.134, Fla. Stat., 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 §287.017, Fla. Stat., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list 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, the Managing Entity may terminate this contract at any time the Network Service Provider is found to have submitted a false certification under § 287.135, Fla. Stat., 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 Network Service Provider will compete and sign the FFATA Certification of Executive Compensation Report 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. **Health Insurance Portability and Accountability Act.** The Network Service Provider shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).
- h. **Whistle-blower's Act Requirements.** In accordance with §112.3187(2), Fla. Stat., the Network Service 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 Network Service 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, and the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.
- i. **Support to the Deaf or Hard-of-Hearing.**
  - i. The Network Service Provider and its subcontractors, where direct services are provided, shall comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and CFOP 60-10, Chapter 4, entitled "Auxiliary Aids and Services for Customers or Companions who are Deaf or Hard of Hearing."
  - ii. If the Network Service Provider or any of its subcontractors employs fifteen (15) or more employees, the Network Service Provider and subcontractor shall each designate a Single Point of Contact (SPOC) (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 Network Service Provider's Single Point of Contact and that of its subcontractors shall process the compliance data into the Department's HHS Compliance reporting database by the 5<sup>th</sup> business day of the month at [https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form\\_login.html](https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html), covering the previous month's reporting, and forward confirmation of submission to the Network Manager by the 10<sup>th</sup> business day of the month. The Network Service Provider's subcontract must submit the compliance data to the Network Service Provider, the Network Service Provider must then compile the information with its own compliance data and enter into the database. The name and contact information for the Network Service Provider's Single Point of Contact shall be furnished to the Managing Entity's Network Manager and the Department's Grant or Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

- iii. The Network Service Provider shall contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single Point of Contact shall be required for each subcontractor that employs fifteen (15) or more employees. This Single Point of Contact shall 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 Network Service 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 Network Service 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 must be completed upon hire and when the SPOC changes. This attestation shall be maintained in the employee's personnel file.
- v. The Network Service Provider's Single Point of Contact shall 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 Network Service Providers and subcontractors. The approved Notices can be downloaded through the Internet at: <https://www.myflfamilies.com/service-programs/deaf-and-hard-hearing/providers/>.
- vi. The Network Service 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 Network Service Provider shall distribute the Customer Feedback form to customer or companion for completion and submission to both, the Managing Entity and the Department of Children and Families Office of Civil Rights.
- vii. If the customer or companion is referred to other agencies, the Network Service 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. The Managing Entity and the Department requires each contract/subcontract provider agency's employees to complete the online training annually: Serving our Customers Who are Deaf or Hard of Hearing, and sign the Attestation of Understanding. Employees shall also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.
- ix. Additional guidance can be found by reference in Attachment I.
- j. **Employment Screening.** The Network Service Provider shall ensure that all staff utilized by the Network Service Provider and its subcontractors are of good moral character and meet the Level 2 Employment screening standards specified in § 394.4572, 397.451, 408.809, 435.04, 110.1127 and §39.001(2), Fla. Stat., as a condition of initial and continued employment that shall include, but not be limited to:
  - i. Employment history check;
  - 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 Investigations via the FDLE; and
  - v. Security background investigation, which may include local criminal records checks through local law enforcement agencies.
  - vi. Attestation by each employee, subject to penalty, 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 by the employer.



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

Additional guidance regarding background screening is incorporated herein by reference and may be located at: [www.dcf.state.fl.us/programs/backgroundscreening/](http://www.dcf.state.fl.us/programs/backgroundscreening/)

Employment Eligibility Verification (E-Verify) requirements is identified and set for in Attachment I, Employment Eligibility Verification (E-Verify).

- k. **Human Subject Research.** The Network Services 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. § 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, Fla. Stat. 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. For the purposes of this disclosure, this contract shall be disclosed as a qualified contract based on the subcontractor relationship with the Department of Children and Families.

In accordance with § 287.0575(2), Fla. Stat., each Network 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 its health and human services contracts to the respective Contract Manager/Network Manager. The list must include the following information:

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

37. **Managing Entity contract with The Department.** The contract between the Managing Entity, LSF Health Systems, and The Department is incorporated herein by reference. The contract is available on the LSF Health Systems’ website: <https://www.lsfhealthsystems.org/contract-documents/>.

**By Signing this contract, the parties agree that they have read and agree to the entire contract, as described in Section 4.**

**IN WITNESS THEREOF, the parties hereto have caused this \_\_\_\_\_ page contract to be executed by their undersigned officials as duty authorized.**

**NETWORK SERVICE PROVIDER:**

**MANAGING ENTITY:**

Lutheran Services Florida, Inc. d/b/a LSF Health Systems

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

Print/Type:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Federal Tax ID# (or SNN): 26-4026115

Provider Fiscal Year Ending Date: 06/30

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

Print/Type:

Name: Dr. Christine Cauffield

Title: CEO

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