



**NWF HEALTH NETWORK  
Request for Proposals  
# 04-2023**

**SAFETY MANAGEMENT SERVICES**  
for the period  
September 1, 2023 – October 31, 2027

Closing Date:  
June 2, 2023

**Contact Person:**

Jeremy Scanlon, Director of Contract Administration  
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Tallahassee, FL 32301  
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## Section 1 Request for Proposal

### I. Introduction

A. NWF Health Network (NWFHN) serves as the Network Management agency for child welfare and substance abuse and mental health (behavioral health) services in northwest Florida. Our sole purpose is to provide the highest quality child welfare, substance abuse and mental health services to children, adults and their families within their communities through a managed network of accredited providers. We serve as a centralized source of resources and support for our community and agency partners. Our agency is far more than an administrative office, however. At NWFHN, we strive to develop relationships with our children and families so we can provide them with the individualized attention they need. At NWFHN, we believe that children have the right to grow up safe, healthy and fulfilled in families that love and nurture them and that the children, adults and elders in our communities deserve exceptional behavioral health services that meet their needs.

### II. Statement of Need

- A. Safety management services manage or control the condition(s) that make a child unsafe. Providers of safety management services are responsible for specific safety actions in a safety plan. A safety management service manages caregiver behavior and/or emotions or replaces caregiver responsibilities when caregivers are not able to protect or care for their children.
- B. The purpose of this Request for Proposals (RFP) is to define NWFHN's minimum requirements, solicit proposals, gain adequate information by which NWFHN may evaluate the services offered by Applicants, and as a result, enter into a contract with the successful Applicant(s).
- C. NWFHN is seeking qualified provider(s) who can administer Safety Management Services in Circuit 1 (Escambia, Okaloosa, Santa Rosa, and Walton counties). This procurement **does not** include Case Management Services, Adoption Services, Post-Adoption Services, or Independent Living Case Management Services. Respondents may submit a proposal for one of the counties individually, or submit a proposal for multiple counties.
- D. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.**

### III. Scope of Service

A. NWFHN has been contracted to provide formal safety management services to children who meet the requirements of Chapter 65C-30, F.A.C., at the capacity necessary to meet the needs of the service area, including adequate availability during investigations and ongoing case management. Safety Management Services must be intensive and prioritize early in-home engagement. This includes the 24 hour availability to respond to referrals including physical response if the situation warrants. The major goal of Safety Management Services is to ensure children are safe and can remain in the home.

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**B.** Safety Management Services as outlined in CFOP 170-7 Chapter 8 defines different categories and types of safety management services that can be used alone or in combination.

**1.** Behavioral Management Category: This category is concerned with applying action (activities, arrangements, services, etc.) that controls (not treats) caregiver behavior that is a threat to a child's safety. While behavior may be influenced by physical or emotional health, reaction to stress, impulsiveness, or poor self-control, anger, motives, perceptions and attitudes, the purpose of this action is only to control the behavior that poses a danger threat to a child. This action is concerned with aggressive behavior, passive behavior or the absence of behavior – any of which threatens a child's safety. The following are safety management service types associated with the behavioral management category.

- a. Supervision and monitoring is the most common safety service in safety intervention. It is concerned with supervising caregiver behavior, children's conditions, the home setting, and the implementation of specific activities in an in-home safety plan.
- b. Stress Reduction In-home safety service provider (relative, friend, or formal provider) comes to the home to engage in activities that relieve family stress or funds are provided for immediate, concrete needs. The in-home presence also allows for continuous monitoring of family conditions and dynamics
- c. Behavior modification as a treatment modality is concerned with the direct changing of unwanted behavior by means of biofeedback or conditioning. Behavior modification as a safety management service is concerned with monitoring and seeking to influence behavior that is associated with present danger or impending danger and is the focus of an in-home safety plan. This safety management service attempts to:
  - i. Limit and regulate caregiver behavior in relationship to what is required in the in-home safety plan.
  - ii. Influence caregiver behavior to encourage acceptance and participation in the in-home safety plan and to assure effective implementation of the in-home safety plan.

**2.** Crisis Management Category: The purposes of crisis management are crisis resolution and prompt problem solving in order to control present danger or impending danger. Crisis is a perception or experience of an event or situation as horrible, threatening, or disorganizing. The event or situation overwhelms the caregiver's and family member's emotions, abilities, resources, and problem solving. A crisis is an acute matter to be addressed so that present danger or impending danger is controlled and the requirements of the in-home safety plan continue to be carried out. Crisis management is specifically concerned with intervening to:

- a. De-escalate and halt a crisis.
- b. Mobilize problem solving.
- c. Control present danger or impending danger.
- d. Reinforce caregiver participation in the in-home safety plan.
- e. Reinforce other safety management provider/resource's participation in the in-home safety plan.
- f. Avoid disruption of the in-home safety plan.

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3. Social Connection Category: Social connection is concerned with present danger or impending danger that exists in association with or influenced by caregivers feeling or actually being disconnected from others. The actual or perceived isolation results in non-productive and non-protective behavior. Social isolation is accompanied by all manner of debilitating emotions: low self-esteem and self-doubt, loss, anxiety, loneliness, anger, and marginality (e.g., unworthiness, unaccepted by others). Social connection is a safety category that reduces social isolation and seeks to provide social support. This safety category is versatile in the sense that it may be used alone or in combination with other safety categories in order to reinforce and support caregiver efforts. Keeping an eye on how the caregiver is doing is a secondary value of social connection (see Behavior Management – Supervision and Monitoring, paragraph 8-2b(1)(a) of this operating procedure). The following are safety management services associated with the social connections category:
- a. Friendly Visiting. Friendly visiting is directed at reducing isolation and connecting caregivers to social support. Friendly visiting can include professional and non-professional safety management providers/resources or support network. The child welfare professional will direct and coach any person responsible for friendly visiting in terms of:
    - i. The purpose of the safety management service.
    - ii. How to set expectations with the family.
  - b. Basic Parenting Assistance. Basic parenting assistance is a means to social connection. Socially isolated caregivers do not have people to help them with basic caregiver responsibilities. The differences between friendly visiting and basic parenting assistance is that basic parenting assistance is always about essential parenting knowledge and skills and whomever is designated to attempt to teach, model, and build skills. Basic parenting assistance is concerned with specific, essential parenting that affects a child's safety. This safety management service is focused on essential knowledge and skill a caregiver is missing or failing to perform. Typically, this is related to children with special needs (e.g., infant, disabled child) and the caregivers are in some way incapacitated or unmotivated. Someone brought into the in-home safety plan becomes a significant social connection to help the caregiver(s) with challenges they have in basic parenting behavior, which is fundamental to the children remaining in the home.
  - c. Supervision and Monitoring as Social Connection. Supervision and monitoring occurs through conversations occurring during routine safety management service visits (along with information from other sources). Within these routine in-home contacts, the social conversations can also provide social connection for the caregiver.
  - d. Social Networking. In this safety management service, the child welfare professional is a facilitator or arranger. Social networking, as a safety management service, refers to organizing, creating, and developing a social network for the caregiver. The term "network" is used liberally since it could include one or several people. It could include people the caregiver is acquainted with such as friends, neighbors, or family members. The network could include new people that the child welfare professional introduces into the caregiver's life. The idea is to use

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various forms of social contact, formal and informal; contact with individuals and groups; and use contact that is focused and purposeful.

4. Resource Support Category: Resource support refers to the safety category that is directed at a shortage of family resources and resource utilization, the absence of which directly threatens child safety. Activities and safety management services that constitute resource support include such things as the following.
  - a. Resource acquisition related specifically to a lack of something that affects child safety.
  - b. Transportation services particularly in reference to an issue associated with a safety threat.
  - c. Financial/Income/Employment assistance aimed at increasing monetary resources related to child safety issues.
  - d. Housing assistance that seeks a home that replaces one that is directly associated with present danger or impending danger to a child's safety.
  - e. General health care as an assistance or resource support that is directly associated with present danger or impending danger to a child's safety.
  - f. Food and clothing as an assistance or safety management service that is directly associated with present danger or impending danger to a child's safety.
  - g. Home furnishings as an assistance or safety management service that is directly associated with present danger or impending danger to a child's safety.

C. Upon the effective date of this Subcontract, Provider shall establish and maintain working agreements as required by law or Department request.

D. The annualized budget amount shall not exceed **\$490,910.00**.

E. Respondents should concisely answer the following questions in a written format by 3:00 p.m. EST, June 2, 2023. Respondent(s) shall submit to NWFHN one (1) original of all documents and one (1) copy of the response in separately sealed envelopes, as well as (1) electronic copy of the response submitted on a flash drive as PDF and Excel Files viewable in Adobe Acrobat Reader. The original and supporting documents should have the name of the respondent, and the designation "Original" clearly marked on the sealed envelope. Copies should be marked accordingly. The two (2) envelopes should then be securely sealed within a single envelope or other container. The envelope/container shall be mailed to 525 North Martin Luther King Junior Boulevard, Tallahassee, Florida 32301, and the outside of the sealed package containing the original, the copies and the electronic copy should be clearly marked with the following:

1. **"RESPONSE TO RFP # 04-2023 TO BE OPENED ONLY BY JEREMY SCANLON, DIRECTOR OF CONTRACT ADMINISTRATION, ONLY."**
2. Failure to respond to this RFP in this manner may result in disqualification from consideration.

I. **Questions to be answered:**

II. **Programmatic Reply (Binder One)**

A. Proposals submitted by Applicants should include detailed description of the services to be provided, how they will be delivered, and how they will meet the

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objectives referenced in this RFP. NWFHN encourages Applicants to submit as comprehensive and explicit a response as reasonably possible. Broad generalizations and simple statements will not provide NWFHN with the information needed to properly evaluate the efficiency and potential success of the proposed approach and services. The following guidelines and program components should be considered and discussed in the proposal:

1. Target population: Provide an estimate of how many children and families will be served. Include any evidence or best practice research that suggests that the proposed programming will be successful with the proposed target population.
2. Program services: Submit a detailed proposal of how your agency will provide Safety Management Services as outlined by this RFP. This proposal must include staffing patterns, access procedures, and internal quality improvement activities to determine effectiveness, data management processes, and resources to ensure timely and accurate documentation of service delivery.
  - a. Safety Management Services as outlined in CFOP 170-7 Chapter 8 defines different categories and types of safety management services that can be used alone or in combination. Define which categories of safety management services your agency proposes to provide for your service area.
  - b. Provide an explanation on service delivery for the SMS categories that your agency proposes to provide.
3. Service delivery area: Applicants will be expected to provide services to children and their caregivers and families residing in the counties of Circuit 1.
4. Implementation Plan of Operation Readiness: Outline timelines and critical milestones associated with the implementation of the program.
5. Quality Improvement: A commitment to continuous quality is essential in the NWFHN system of care.
  - a. How will your agency approach work with families and other stakeholders to ensure timely services?
  - b. Describe how your agency will approach the safety management case.
  - c. How will your agency engage families in safety management services?
  - d. How will your agency address well-being of the children being served?
  - e. Describe how the agency will communicate changes in Florida Statute, Florida Administrative Code, and Operating Policies and Procedures with staff.
6. Assessment: If your agency wishes to propose utilizing a Child Welfare Professional as a Safety Manager, describe any and all strength-based assessments that will be used to identify client needs and strengths, direct service planning and evaluate progress. Also indicate the frequency with which the assessments will be completed, reviewed, and how they will be used to improve client outcomes.
7. Family engagement: Describe specific efforts to positively and effectively engage and involve families in the proposed services and to maintain their effective engagement and involvement throughout service delivery.

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8. Social Networks and Informal Supports: To avoid dependency on formal systems, describe how services and supports will encourage building and strengthening social networks and natural supports of family, friends, and community resources for children and families.
9. Referral: Describe how families will be identified and enrolled in the proposed services. If referral requires coordination with other agencies, describe how those agencies will be engaged and the specifics of the proposed referral process.
10. Accessing and availability of services: Describe where services will be provided.
  - a. Describe the days and hours that services will be provided.
  - b. How will after hours emergencies be handled by the agency?
  - c. How will families and referral sources reach the provider if there is an after hours emergency?
11. Service coordination and information sharing:
  - a. Describe planned efforts to ensure that proposed services are integrated with other services being provided to the child and family.
  - b. If a team approach is proposed, list the members of the team as specifically as possible and describe in detail how the team will function. How, when and where will it meet and how will individual members be identified, engaged and maintained as effective participants? How and with what other agencies and individuals will client information, including assessments and progress reports, be shared?
12. Outcome measurement: Applicant's proposal shall address how the agency intends to meet each outcome measure.
  - a. Describe how the necessary data will be gathered to actually measure the outcomes. Include proposed timeframes for measuring and reporting outcome progress.
  - b. Describe and/or demonstrate how the outcome measurement information and data will be presented to NWFHN.
  - c. If data gathering will require the efforts of other agencies or entities, present proof of their willingness to assist or describe the efforts that have been made to ensure their cooperation.
13. Discharge:
  - a. Describe the expected length of service and how the family's progress will be assessed and reported.
  - b. Provide the criteria that will be used to determine successful program completion and how it is measured.
  - c. Describe the case closure/ disposition process.
  - d. Explain how the referral source is notified of the case disposition so that any necessary follow with the family can be completed.
  - e. Describe the conditions for unsuccessful program discharge, and how and when it will be under taken.
14. Documentation:

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- a. How does your agency ensure quality documentation with required reports and FSFN notes?
  - b. Explain how the agency rectifies instances of poor quality documentation to ensure this does not continue.
  - c. If the agency will be using a Child Welfare Professional, how does the agency ensure thorough documentation of the assessments and decision making strategies use in safety management services?
- 15. Cultural competence:** Describe specific efforts to identify, acknowledge and effectively consider the client's culture, including but not limited to such areas as, race, national origin, religion, sexual orientation, and gender, in the provision of services.
- 16. Staffing:**
- a. Include a detailed description of proposed staffing patterns. Include each position's responsibilities, educational requirement, work experience and specialized training requirements for each position. Provisions for competent and adequate supervision and administration shall also be necessary.
  - b. Describe efforts that will be employed to recruit and retain staff and reduce turnover among those who have direct contact with children and families.
  - c. If your agency currently provides safety management services, please answer the following questions:
    - i. What is the stability of safety management staff and supervisors within your organization?
    - ii. How has your agency addressed staff turnover issues, and what have been the results?
    - iii. What are your plans for staff retention if selected to receive an award under this advertisement?
    - iv. What is the current average caseload size for staff in your organization?
    - v. What is the average unit census by supervisor within your agency?
- 17. Staff Performance:** Staff performance issues and decision making and judgement in child welfare can have a detrimental effect on children and families being served.
- a. Describe your agency's philosophy toward the treatment of employees.
  - b. What are some examples of performance issues which have had to be addressed in your agency, and how were they handled?
  - c. Has your agency ever had to address situations where staff made poor decisions or demonstrated poor judgement in the field with a family? If so, please describe the incident(s), and how was it handled by your agency?
  - d. What is the stance of your human resources department and policies toward addressing poor judgement or decision making with staff?



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### I. Fiscal Reply (Binder Two)

### II. Financial Reply Title Page

A. The first page of the reply shall be a Title Page that contains the following information:

1. Title of reply;
2. RFP number;
3. Respondent's name and federal tax identification number;
4. Name, title, telephone number, and address of person who can respond to inquiries regarding the reply; and
5. Name of program coordinator.

### III. Financial Information

#### A. Financial Management Systems

1. The respondent must describe its current financial management including oversight, segregation of duties, and policies. In addition, the respondent must describe its accounting systems and capability. The respondent must also submit copies of their independent financial and compliance audit report or certified financial statements for the two most recent fiscal years. The copies shall include all applicable financial statements, independent auditor's reports, management letters, and any corresponding re-issued audit components. If the respondent does not have audit reports for the two most recent years, reviewed or compiled financial statements with the applicable Certified Public Accountant's report shall be submitted. A recently created organization shall submit the requested financial reports from each of the founding collaborative partners. The respondent should also submit a copy of its approved cost allocation plan for the most recent fiscal year.
2. The purpose of these criteria is to provide NWFHN with a basis for evaluating the respondent's financial capabilities for undertaking this project. The response should address the following:
  - a. How well the respondent demonstrates the financial stability required to fulfill the terms and conditions of the contract?
  - b. Does the respondent have adequate financial resources for performance of the proposed projects or have the ability to obtain necessary financial resources before beginning performance?
  - c. Does the respondent have an adequate accounting system to support claims that are made in the Cost Allocation Plan?
  - d. What is the respondent's ratio of current assets to liabilities?
  - e. Does the respondent possess adequate cash or operating capital to meet projected monthly operating expenses pending receipt of first and subsequent contract payments?
  - f. What is the respondent's net worth?
  - g. Has the respondent satisfactorily completed all corrective actions related to finding(s) in previous audits or areas brought to management's attention in management letters?
  - h. Can the respondent conduct business with NWFHN without relying on advances, especially if the project is not a new one?

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- i. Has the respondent experienced previous financial difficulties in performing contracts for NWFHN
  - j. Does the reply provide two years of financial information including any of the applicable statements:
    - i. Statements of Financial Position;
    - ii. Statements of Activities;
    - iii. Statements of Cash Flows;
    - iv. Statements of Changes in Financial Position;
    - v. Independent Auditors' Reports;
    - vi. Notes to Financial Statements;
    - vii. Summaries of Significant Accounting Policies;
    - viii. Federal Income Tax Return; and/or
    - ix. Any other relevant statistical information.
3. Proposed Service Efficiencies and Re-investment
- a. The respondent shall provide information on how it plans to develop efficiencies in the services being provided. From this plan, the respondent shall show how the cost reduction or added services that are realized from these efficiencies will be re-invested into the required services. The respondent must describe how they manage their resources to stay within their budget. In addition, the respondent must specify its approach to manage/control overtime wages as well as Purchase of Service funding allocations. Purchase of Services (POS) funds are earmarked for the provision of services to clients in the child welfare system. These funds pay private providers (organizations) for direct services to agency clients.
4. Ongoing Approach to Reduce Administrative Costs and Expand Services
- a. The respondent shall provide its ongoing approach to reduce administrative costs, without affecting the quality of the services.

### IV. Budget

- A. The respondent must submit detailed budget information consisting of a Line Item Budget, a Budget Summary, a Budget Narrative, (contained in the Excel file by Service Area) (**EXHIBIT \_A\_**) and a Cost Allocation Plan with the reply to the RFP. Each of these categories is described below. The actual budget documents can also be found at the end of this RFP in **EXHIBIT \_A\_**.
1. Line Item Budget: This includes a line item budget as detailed in the "Budget Summary and Detail Instructions" and the "Budget Summary ", and contained in Excel. These documents can be found in EXHIBIT. This budget shows proposed total costs for the 12 month annual period. In the Line Item Budget, the respondent must include only costs identified as allowable (Allowable Costs) in accordance with the appropriate federal regulations governing cost principles and audit requirements for federal awards. See C.F.R. Chapters 1 and 2, Part 200, 215, 225, and 230 as applicable. Also, Administrative Costs, including any indirect costs that are administrative in nature, must not exceed 10% de Minimis cost of

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the total direct operating costs in the proposed program budget or the federal approved rate.

2. **Budget Narrative:** The respondent must submit a complete budget narrative to explain each budget item and include all of the information required in Excel. The respondent must include the past three year history of non-personnel expenses. If the respondent has had previous contracts with NWFHN, the respondent must also disclose any issues with unused funds in prior years and provide an explanation of how all funds awarded through this contract will be dedicated to services or returned to NWFHN.
3. **Cost Allocation Plan:** The Cost Allocation Plan must identify the methods and procedures that the respondent will use to allocate costs between the proposed services and any other programs or funding sources the respondent has for each year of the proposed contract. It should establish a plan for the categorization of direct, allocable and indirect costs. It must also identify, by line item, any cost in the proposed budget which will be charged at less than 100% to the contract. Each line item of cost must include enough description to clearly identify its purpose and where the cost correlates to the budget summary line item, if applicable. There must be schedules that clearly identify methodologies supporting the portion that is allocated and expensed to the project. The respondent's Cost Allocation Plan must include any indirect costs included in the Cost Reply, the indirect rate, and the allocation methodology used to determine the indirect rates. The plan should ensure that costs treated as indirect costs have not been claimed as direct costs and that similar types of costs have been accounted for on a consistent basis. The Plan should include a certification stating that the plan meets the requirements of Title 2, Part 200, C.F.R., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The budget totals should be based on available funding projections, if any, and if different, the respondent should explain the differences.
4. **Match:** There is no match requirement for this service line.
5. **Subject to Agency selection** FTE's may change during negotiation.

### V. Qualification Requirements

#### A. Mandatory contract award and performance criteria include:

1. The respondent must be accredited by the Council on Accreditation (COA) or other acceptable national accrediting body.
2. The respondent must be a non-profit organization.
3. The respondent must have professional liability coverage with minimum limits of \$1,000,000/\$3,000,000. The respondent must be willing to add NWFHN as an additional insured on their insurance policies and be willing to add DCF as well if this requirement is mandated in the contract between NWFHN and DCF.

### VI. Disqualification Criteria

#### A. NWFHN will not award contracts to any agency or its Providers and/or sub-providers that:

1. Have been barred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local Department or agency;

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2. Have within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated in the paragraph above.

**VII. Schedule of Events and Deadlines**

<b>Activity</b>	<b>Date</b>	<b>Time Eastern</b>	<b>Address</b>
RFP advertised and released on NWFHN’s website	May 1, 2023	5:00 PM (EST)	NWFHN Competitive Procurement: <a href="https://www.nwfhealth.org/about-us/competitive-procurements">https://www.nwfhealth.org/about-us/competitive-procurements</a>
Written Questions Due	May 11, 2023	5:00 PM (EST)	Jeremy Scanlon Director of Contract Administration <a href="mailto:Jeremy.scanlon@nwfhealth.org">Jeremy.scanlon@nwfhealth.org</a>
Posting of Answers to Written Questions	May 22, 2023	5:00 PM (EST)	NWFHN Competitive Procurement: <a href="https://www.nwfhealth.org/about-us/competitive-procurements">https://www.nwfhealth.org/about-us/competitive-procurements</a>
Replies must be received by NWFHN:	June 2, 2023	3:00 PM (EST)	Jeremy Scanlon Director of Contract Administration <a href="mailto:Jeremy.scanlon@nwfhealth.org">Jeremy.scanlon@nwfhealth.org</a>
Evaluation Period/Negotiation Period	June 9-23, 2023	N/A	NWF Health Network 525 N. Martin Luther King Jr. Blvd Tallahassee, Florida 32301
Anticipated posting of Intended Contract Award	July 5, 2023	5:00 PM (EST)	NWFHN Competitive Procurement: <a href="https://www.nwfhealth.org/about-us/competitive-procurements">https://www.nwfhealth.org/about-us/competitive-procurements</a>

**VIII. General Information**

- A. This Request for Proposal (RFP) does not commit NWFHN to award a subcontract or to pay any costs incurred in the preparation or submission of response or costs incurred in making necessary studies for the preparation thereof or to procure or contract for services or supplies.
- B. NWFHN reserves the right to reject any or all responses to this RFP and to negotiate with any of the respondents in any manner deemed to be in the best interest of NWFHN.
- C. NWFHN reserves the right to withdraw the RFP, add new considerations, information or requirements at any stage of the procurement process and to reject the response of any organization that has previously failed to perform properly or failed to perform in a timely manner in subcontracts of a similar nature, or who, in the opinion of NWFHN, is not in a position to perform or is not sufficiently qualified to perform the subcontract.

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- D.** The funding for this proposal may contain federal monies and as such the awardee may be required to comply with provisions of the Uniform Grant Guidance, 2 Code of Federal Regulation 200.
- E.** This RFP contains no contractual proposal of any kind; any response submitted will be regarded as a response to the RFP and not as an acceptance by the respondent of any proposal by NWFHN. No contractual relationship will exist except pursuant to a written subcontract document signed by the authorized official of NWFHN and by the successful respondent(s) chosen by NWFHN.

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**NWF HEALTH NETWORK  
CHILD WELFARE  
(SAMPLE) STANDARD PROVIDER SUBCONTRACT**

<b>PROVIDER RELATIONSHIP</b>	<input checked="" type="checkbox"/> Vendor	<input checked="" type="checkbox"/> Subrecipient
<b>CONTRACT #</b>	Click here to enter text.	<b>VENDOR/ SUBRECIPIENT NAME</b> Click here to enter text.
<b>SERVICE</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>FUNDING (Per Service)</b>		
<b>FUNDING (Total)</b>		

**THIS SUBCONTRACT** is made and entered into this **DATE** between **BIG BEND COMMUNITY BASED CARE, INC., d/b/a NWF HEALTH NETWORK** a Florida non-profit corporation with offices at 525 North Martin Luther King Jr. Blvd., Tallahassee, Florida 32301 (hereinafter referred to as “NWFHN”), and **Vendor/Subrecipient Legal Name**, (hereinafter referred to as “Provider”). Hereinafter NWFHN and Provider may be individually referred to as “Party” or jointly as the “Parties.”

**WHEREAS**, NWFHN entered into a contract (the “DCF CBC Contract”), with the Florida Department of Children and Families (the “Department”) pursuant to which NWFHN shall provide foster care and related services pursuant to s. 409.986 and 409.988, Florida Statutes (F.S.), and prevention services, as the Lead Agency for community-based care in Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Madison, Okaloosa, Santa Rosa, Taylor, Wakulla, Walton, Washington counties ; and

**WHEREAS**, NWFHN desires to retain Provider to provide services in connection with NWFHN’s performance under the DCF CBC Contract. A copy of the Contract is available in hard copy by request; and

**WHEREAS**, Provider is duly licensed, if applicable, and qualified to provide certain child protection and/or Child Welfare services under the DCF CBC Contract, desires to perform the services described in this Subcontract in connection with NWFHN’s performance under the DCF CBC Contract.

**NOW THEREFORE**, in consideration of mutual promises set forth herein, the Parties hereby agree as follows:

**1. PURPOSE**

NWFHN is engaging the Provider for the purpose of providing services to in accordance with the terms and conditions specified in this Subcontract including all attachments and exhibits which constitute the Subcontract document, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the Parties.

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### 2. EFFECTIVE AND ENDING DATES

This Subcontract for services shall begin on **DATE**, and shall continue in full force until **DATE**, unless earlier terminated according to the provisions of this Subcontract.

### 3. OFFICIAL PAYEE AND PARTY REPRESENTATIVE

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

Name: [Click here to enter text.](#)  
Address: [Click here to enter text.](#)  
Phone: [Click here to enter text.](#)  
Email: [Click here to enter text.](#)

The name of the contact person and address, telephone, and e-mail address where the Provider's financial and administrative records are maintained are:

Name: [Click here to enter text.](#)  
Address: [Click here to enter text.](#)  
Phone: [Click here to enter text.](#)  
Email: [Click here to enter text.](#)

b. The name, address, telephone number and e-mail address of the Provider's representative responsible for administration of the program under this Contract (and primary point of contact) are:

Name: [Click here to enter text.](#)  
Address: [Click here to enter text.](#)  
Phone: [Click here to enter text.](#)  
Email: [Click here to enter text.](#)

c. NWFHN will assign a designated Contract Manager. The NWFHN Contract Manager is the primary point of contact through which all contracting information flows between NWFHN and the contracted Provider. The NWFHN assigned Contract Manager can be reached at the following address and telephone number:

Name: [Click here to enter text.](#)  
Address: 525 North Martin Luther King Blvd., Tallahassee, FL 32301-1054  
Phone: 850-410-1020  
Email: [Click here to enter text.](#)

### 4. STANDARD CONTRACT REPORTS

Provider shall submit all reports identified, to the NWFHN Contract Manager. All Core Subcontract reports shall be submitted in accordance with Exhibit A, Required Reports. Provider shall submit any information necessary to complete in a timely manner all reports required under the currently executed DCF Contract. Failure to submit complete and correct reports identified in Exhibit A, Required Reports, in a timely manner may result in a delay or

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withholding of payment to Provider by NWFHN until such reports are received. NWFHN shall notify the Provider in writing of any changes to format or submission requirements.

**5. COMPLIANCE WITH STATUTES, RULES AND REGULATIONS**

In performing work under this Subcontract, Provider shall comply with all applicable Federal, State and local laws, rules and regulations relating to its performance under this Subcontract as they may be enacted or amended from time to time, as well as any court or administrative order, judgement, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Subcontract.

**6. MISCELLANEOUS**

- a) HEADINGS. The headings in this Subcontract are inserted for convenience or reference only and shall not affect the meaning or construction hereof.
- b) ENTIRE SUBCONTRACT. This Subcontract represents the entire understanding between the Parties relative to the matters addressed herein. There are no restrictions, promises, warranties or undertakings other than those set forth or referred to herein.
- c) SEVERABILITY. If any term, provision, covenant, or restriction of this Subcontract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms, provisions, covenants, and restrictions set forth herein shall remain in full force and effect.
- d) COUNTERPARTS. This Subcontract and any amendments hereto may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, binding on all Parties hereto and the signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. The Parties shall execute two originals of this Subcontract. One original shall be retained by NWFHN and the other original shall be retained by Provider.

By signing this Subcontract, the Parties agree that they have read and agree to the entire Subcontract.

**IN WITNESS THEREOF**, the Parties hereto have caused this Subcontract including Attachments and Exhibits to be executed by their undersigned officials as duly authorized.

Click here to enter text.

**BIG BEND COMMUNITY BASED CARE,  
INC. d/b/a NWF HEALTH NETWORK**

**Signed by:**

**Signed by:**

**Name:** Click here to enter text.

**Name:** **Mike Watkins**

**Title:** Click here to enter text.

**Title:** **CEO**

**Date:**

**Date:**



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**List of Attachments included as part of this Subcontract**

<input checked="" type="checkbox"/>	Attachment 1 – Programmatic Language	<input type="checkbox"/>	Exhibit A - Required Reports
	<input type="checkbox"/> Emergency Shelter	<input type="checkbox"/>	Exhibit B - Invoice Form
	<input type="checkbox"/> Residential Group	<input type="checkbox"/>	Exhibit C – Vacancy Adjustment Form
	<input type="checkbox"/> Case Management	<input type="checkbox"/>	Exhibit D – Match Reporting Form
	<input type="checkbox"/> Visitation	<input type="checkbox"/>	Exhibit E – Visitation Program Report
	<input type="checkbox"/> Adoption	<input type="checkbox"/>	Exhibit F – Attestation of Insurance Coverage
	<input checked="" type="checkbox"/> Safety Management Services/Primary Prevention	<input type="checkbox"/>	Exhibit G – Contract Budget
	<input type="checkbox"/> Intervention/Family Support Services	<input type="checkbox"/>	Exhibit H – Health Insurance Portability and Accountability ACT (HIPPA)
<input checked="" type="checkbox"/>	Attachment II – Administrative Language	<input type="checkbox"/>	Exhibit I – Affidavit Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Contracts/Subcontracts
<input checked="" type="checkbox"/>	Attachment III – Financial Language	<input type="checkbox"/>	Exhibit J
<input checked="" type="checkbox"/>	Attachment IV – Laws & Regulations Language	<input type="checkbox"/>	Exhibit K
<input type="checkbox"/>	Attachment V	<input type="checkbox"/>	Exhibit L - Lobbying
		<input type="checkbox"/>	Exhibit M
		<input type="checkbox"/>	Exhibit N
		<input type="checkbox"/>	Exhibit O
		<input type="checkbox"/>	Exhibit P – Performance Measures

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**ATTACHMENT I  
NWF HEALTH NETWORK  
CHILD WELFARE - SAFETY MANAGEMENT SERVICES**

**Section 2**

**I. Definition Of Terms**

- A. Caregiver:** The parent, legal custodian, permanent guardian, adult household member, or other person responsible for a child's welfare as defined in Section 39.01(9), F.S.
- B. Case Manager:** means a child welfare professional who is responsible for ongoing safety management and service provision of children who, through assessment of a child protective investigator, have been determined to be unsafe.
- C. Case Plan:** A document, as described in Sections 39.6011, 39.6012, and 39.6013, F.S., prepared by the Case Manager, with input from all parties.
- D. Child Protective Investigator:** a child welfare professional who is responsible for investigating alleged child maltreatment and conducting assessments regarding the safety of children.
- E. Child Welfare Professional:** An individual who is primarily responsible for case activities that has met the criteria for Florida Certification as a Child Protective Investigator, Case Manager or a Licensing Counselor.
- F. Danger Threat:** caregiver behaviors, attitudes, motives, emotions and/or situations posing a specific threat of severe harm to a child.
- G. Early Engagement:** A practice of Case Manager Assignment upon CPI request when present or impending danger is identified during an investigation to begin collaboration with each other and with the family to begin engagement and service provision with the family without delay.
- H. Family:** a collective body of persons, consisting of a child and a parent, legal custodian, or adult relative, in which: a) The persons reside in the same house or living unit; or b) The parent, legal custodian, or adult relative has a legal responsibility by blood, marriage or court order to support or care for the child.
- I. Family Centered Practice:** A way of working with families, both formally and informally, across service systems to enhance their capacity to care for and protect their children. It focuses on the needs and welfare of children within the context of their families and communities. Family- centered practice recognizes the strengths of family relationships and builds on these strengths to achieve optimal outcomes. Family is defined broadly to include birth, blended, kinship, and foster and adoptive families.
- J. Family Preservation Case:** services provided to children (and their families) that have been found to be unsafe and include safety management services, treatment services and child well-being services.
- K. Florida Safe Families Network (FSFN):** The State Automated Child Welfare Information System (SACWIS) for the state of Florida. FSFN is the official electronic record for each case. It contains information regarding children and their families that is entered either directly into the system or through Department-approved remote data capture devices.

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- L.** Impending Danger: A situation in which family behaviors, attitudes, motives, emotions, or situations pose a threat that may not be currently active but that can be anticipated to become active and to have severe effects on a child at any time.
- M.** In-Home Services: The array of services provided to children and their families or caregivers while maintaining the child(ren) in their homes. These cases may or may not have judicial oversight.
- N.** Informal Safety Service Provider: A responsible adult identified by a parent or legal guardian who agrees to provide safety management services as specified in a safety plan.
- O.** Kinship Care: The full-time care of a child placed in out-of-home care by the court in the home of a relative or fictive kin.
- P.** Level 1 Foster Care: Applies to relative and non-relative caregivers who are providing care to children in the child welfare system with whom they do have a pre-existing relationship and are licensed after placement.
- Q.** Multi-Disciplinary Team (MDT) Staffing: The facilitated process of bringing together a diverse group of individuals to convene and holistically serve families at the earliest moment of impact to help improve family wellbeing, safety, and permanency.
- R.** Present Danger: a significant and clearly observable family condition that is occurring at the current moment and is already endangering or threatening to endanger the child. Present danger threats are conspicuous and require that an immediate protective action be taken to ensure the child's safety.
- S.** Protective Supervision: A legal status in dependency cases which permits the child to remain safely in his or her own home or other non-licensed placement under the supervision of an agent of NWFHN which shall be reviewed by the court during the period of supervision.
- T.** Safety Management Services: services that will manage or control the condition that is making a child unsafe.
- U.** Safe: The absence of danger threats to a child.
- V.** Safety Plan: A plan created to control present or impending danger using the least intrusive means appropriate to protect a child when a parent, caregiver, or legal custodian is unavailable, unwilling, or unable to do so.
- W.** Threatened Harm: a behavior that is not accidental and which is likely to result in harm to the child.
- X.** Trauma Informed Care: Services that are delivered in a way that avoids inadvertent re-traumatization and facilitates client empowerment and participation in treatment. Trauma-specific interventions are designed specifically to address the consequences of trauma in the individual and to facilitate healing. Treatment programs generally recognize the survivor's need to be respected, informed, connected and hopeful regarding their own recovery; the interrelation between trauma and symptoms of trauma (e.g. substance abuse, eating disorders, depression, anxiety, etc.); and the need to work in a collaborative way with survivors (and also with family and friends of the survivor) and with other human service agencies in a manner that will empower survivors and consumers.
- Y.** Well-Being: The recognition that every child deserves the opportunity for health, learning and self-actualization.

**II. General Description**

**A. Safety Management Services** are actions, activities, tasks, or imposed situations provided by professionals and para-professionals for the purpose of managing or controlling danger threats and are documented in a safety plan. Safety Services must be capable of having an immediate effect and must be sufficient to control the danger at the times that the danger is manifesting. Safety Management Services manage or control the condition(s) that make a child unsafe. The child welfare professional is responsible for overall management and monitoring of the plan. Providers of safety management services are responsible for specific safety actions in a safety plan. A safety management service manages caregiver behavior and/or emotions or replaces caregiver responsibilities when caregivers are not able to protect or care for their children.

**B. Authority**

1. The DCF Contract and this Subcontract are authorized by Section 409.1671, Florida Statutes, which requires the Department to privatize the provision of foster care and related services by contracting with competent community-based agencies
2. Provider shall comply with all applicable and valid provisions of federal and Florida law, including, but not limited to, the federal and state laws set forth in the DCF Contract.
3. Service provider shall ensure compliance with NWFHN Operating Procedures located at <https://www.nwfhealth.org/about-us/operating-documents>.

**C. Major Program Goals**

1. The major goal of Safety Management Services is to ensure children are safe and can remain in the home

**D. Clients to be Served**

**1. General Description**

- a. Clients to be served under this Service Provider Subcontract are families whose children are involved in the dependency system or who are at risk of becoming involved in the dependency system due to abuse, neglect, or abandonment

**E. Client Eligibility**

1. Safety Management Services: Children who have been determined to be in Present Danger or Unsafe and Danger Threats cannot be managed through informal safety management services.

**III. Provision Of Services**

**A. Program Procedures**

1. Maintain current written eligibility and discharge criteria that have been approved by NWFHN. All eligible referrals will be accepted.
2. Develop, implement, and maintain written procedures for Incident Reporting, incorporating the requirements of NWFHN OP 800-805, Incident Reporting and Client Risk Prevention, reporting of suspected abuse or neglect in accordance

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with Rule 65C-46.007, and prevention reporting and services to missing children in accordance with NWFHN OP 500-500, Prevention, Reporting and Services to Missing Children.

3. Ensure, regardless of the source of the complaint, that the Florida Child Abuse Hotline is immediately notified of all complaints that could potentially impact the safety of a child. Service Provider will cooperate with Protective Investigators in the investigation of any such complaints and shall accompany Protective Investigation staff to the family's home, if possible. All activities regarding complaint investigations that are reported to the Florida Child Abuse Hotline will be documented in writing and reviewed by Service Provider's Executive Director or his/her designee. A copy of such documentation shall be sent to the client's Case Manager, if applicable, within 72 hours. In the event of a child abuse/neglect allegation involving a family receiving family intervention services, Service Provider shall work with all involved parties to assure the safety of the involved children and the speedy resolution of the investigation. Service Provider will follow up with all referrals and institution reports within the designated time frames. The goal of all complaint resolution is to assure the safety and wellbeing of children and the continued compliance with applicable laws.
4. Ensure documentation into FSFN such that:
  - a. Safety Management Services
    - i. All case activities must be entered in FSFN Intake report or active case management case.
    - ii. Case notes must be entered into FSFN and these notes shall be entered within 48 hours of the activity
5. Service Provider shall communicate case disposition directly to the referral source, CPI and assigned Case Manager, if applicable. The purpose of communication and documentation at case closure is to assure that child safety is paramount and that the referral source is aware of case disposition so that any necessary follow up with the family can be completed.
6. Ensure that program intervention, policies and staff training reflect a focus upon Trauma Informed Care as defined in this Attachment.
7. Ensure that services are provided in a way that minimizes duplication among service providers.

### IV. Staffing Requirements

#### A. Staffing

1. The Provider shall ensure that all staff utilized are required by Florida law and by CFOP 60-25, Chapter 2, are of good moral character and meet Level 2 Employment Screening standards as specified in sections 435.04, 110.1127, and subsection 39.001(2), F.S, as a condition of initial and continued employment that shall include, but is not limited to:
  - a. Employment history checks;

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- b. Fingerprinting for all criminal record checks;
  - c. Statewide criminal and juvenile delinquency records check through the Florida Department of Law Enforcement (FDLE);
  - d. Federal criminal records check from the Federal Bureau of Investigation (FBI) via FDLE; and;
  - e. Security background investigation, which may include local criminal records check through local law enforcement agencies.
  - f. Attestation by each employee to meeting the requirements for qualifying employment pursuant to Chapter 435 F.S.
2. The Provider shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities under this Subcontract.
  3. The Provider shall comply with applicable rules, statues, and licensing standards with regard to professional qualifications.
  4. The Provider shall maintain staffing levels in agreement with the accepted budget and in compliance with applicable rules, statutes, and licensing standards.
  5. Any change in the staffing pattern for the program will be negotiated between NWFHN and the Provider prior to implementation.

### **B. Professional Qualifications**

1. Para-professionals or other non-child welfare certified staff are able provide safety management services duties except for separation actions listed in Separation Safety Category, determining the safety threat, or modifying the safety plan as referenced in CFOP 170-7 Chapter 8-Safety Management Services.

### **C. Training Requirements**

1. Staff will complete pre-service training on the following topics: Family Centered Practice, Trauma Informed Care, Assessment training, intervention planning, CPR/First Aid, Confidentiality/HIPAA, FSFN, child abuse recognition and reporting, crisis intervention, cultural diversity, ethics, suicide prevention, domestic violence awareness, HIV/AIDS, motivational interviewing, co-occurring substance abuse and mental health disorders and agency vehicle training. Staff shall complete 20 hours of training annually.
2. Child Welfare Case Managers will comply with training requirements to maintain certification.

### **D. Staffing Changes**

1. Provider shall submit written notification to NWFHN within five (5) weekdays if any member of its Chief Executive Officer (CEO), Chief Operating Officer (COO), Chief Financial Officer (CFO), or equivalent become vacant or a position is anticipated to become vacant and also identify who will be assuming the responsibilities of that position during the vacancy. Once the position is filled, NWFHN shall be notified in writing of the position incumbent.
2. Once the position is filled, NWFHN shall be notified in writing of the position

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incumbent.

### II. Deliverables

#### A. Service Units

1. A service unit consists of one (1) month of Safety Management Services which includes all Service Provider responsibilities specified in this Subcontract.

#### B. Reports

1. All Reports shall be submitted in accordance with Exhibit A, Required Reports, inclusive of special instructions when applicable.
2. All reports shall be complete, accurate, and timely. Any report found to be incomplete or in error shall be denied and Provider shall be required to resubmit until found to be satisfactory by NWFHN.
3. Failure to submit reports timely may result in delay of payment to Provider. In no event, regardless of the cause or circumstance, will NWFHN be responsible or liable for payment of any invoice submitted to NWFHN more than ninety (90) calendar days after the end of the month.
4. When requested, the Provider shall respond to a NWFHN Requests for Action (RFA) and ensure through follow-up for child safety and well-being to improve practices.

#### C. Documentation And Utilization

1. Provider shall deliver services to all referred families.
2. Service Provider shall maintain a case file for each family served. Case files shall be maintained in a way that clearly evidences compliance with the terms of this Subcontract.

#### D. NWFHN Responsibilities

1. NWFHN's Contract Manager shall act as a liaison to Service Provider and shall oversee projects and provide technical assistance when requested or indicated.
2. NWFHN may conduct on-site reviews of Service Provider's program when considered necessary or as part of a Quality Assurance sampling function to evaluate compliance with licensing requirements.
3. NWFHN will monitor the number of families that Service Provider serves and the length of time each family is served.
4. NWFHN shall make all final decisions regarding the appropriateness of referrals and the appropriateness of Requests for POS funds.
5. NWFHN shall make determinations regarding contract and client outcome measures. Final determination of the adequacy of the Service Provider's corrective action

**ATTACHMENT II  
ADMINISTRATIVE LANGUAGE**

**Section 3**

**I. Inspections And Corrective Action**

- A.** NWFHN may conduct on-site or off-site reviews of Provider's program when considered necessary or as part of a Quality Assurance sampling function to evaluate compliance with requirements. Provider shall permit persons duly authorized by NWFHN or the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider, which are relevant to this Subcontract, and to interview any clients and employees to assure NWFHN and the Department of the satisfactory performance of the terms and conditions of this Subcontract. Following such review, NWFHN shall deliver to Provider a written report of its findings and request for development of a Corrective Action Plan where appropriate. Final determination of the adequacy of the Provider's Corrective Action Plan (if required) rests solely with NWFHN. Provider agrees to timely correct all deficiencies identified in a monitoring or quality assurance report pursuant to the mutually agreed- upon Corrective Action Plan. Failure of Provider to submit an adequate Corrective Action Plan or timely correct all deficiencies noted in a monitoring or quality assurance report shall result in further action up to and including contract termination. Provider shall comply with all applicable NWFHN quality assurance/quality improvement plans. Provider shall also cooperate with NWFHN and/or the Department when any investigation is conducted regarding a regulatory complaint relevant to services provided by Provider under this Subcontract. NWFHN conducts ongoing and periodic administrative and fiscal monitoring of all subcontracted services to manage risk by ensuring that subcontractors perform and comply with all contract terms and conditions, licensing requirements, applicable state statutes and administrative codes, federal rules and regulations, and NWFHN policies. The Provider shall comply with the monitoring process as described in NWFHN OP 713, Monitoring of Subcontracted Services.
- B.** Provider's failure to substantially and satisfactorily comply with the provisions of this Subcontract, or with any Corrective Action Plan created hereunder, may result in NWFHN imposing financial penalties upon the Provider, as outlined in this Subcontract.
- C.** NWFHN may deduct the amount of the penalty from payment due for invoices submitted to NWFHN by the Provider upon written notification. This provision shall survive the termination of this Subcontract.
- D.** NWFHN is committed to ensuring the provision of the highest quality services. Accordingly, NWFHN has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of our Providers shall either be accredited or have a plan to meet national accreditation standards. If not accredited, Provider shall communicate in writing within six (6) months to inform NWFHN its anticipated timeframes for becoming accredited, or, upon mutual agreement with NWFHN, shall have a plan to meet generally recognized standards of the industry. Provider shall submit to the NWFHN all reports generated by such an accrediting entity.



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- E. Provider shall submit, for review and approval by NWFHN, a Continuous Quality Improvement (CQI) Plan within thirty (30) days of the effective date of this Subcontract. At a minimum, the CQI Plan shall provide for the review of data relating to: incidents, accidents and client grievances; client input and satisfactions; performance data; and peer record review data and productivity results from quality improvement projects. Upon request by NWFHN, the Provider shall provide copies of its data/reports related to the above listed CQI Plan components.
- F. Provider shall participate in all activities related to the NWFHN or statewide quality management systems as requested.
- G. To the extent applicable, Provider shall comply with operating procedures of NWFHN referenced in the Subcontract which may be accessed via the web at <http://www.nwfhealth.org>.

## II. Independent Contractor, Subcontracting And Assignments

### A. Relationship of the Parties

1. The Parties to this Subcontract agree that the relationship created by this Subcontract is that of independent contractor. Neither the Provider nor any employee, agent or assignee thereof, shall be an employee of NWFHN or the Department. Neither the Provider nor any employee, agent, or assignee thereof, shall represent to others that it has authority to bind NWFHN or the Department unless specifically authorized in writing to do so. Neither the Provider nor any employee, agent or assignee thereof, shall be entitled to any benefits provided by NWFHN or the Department. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for Provider, and its officers, employees, agents or assignees shall be the sole responsibility of Provider.
2. The Provider agrees to co-locate with NWFHN and other subcontracted providers when co-location is feasible and agreed upon by all Parties. In the event that a co-location does occur, Provider agrees to follow all policies, procedures and instructions from NWFHN's Facilities Manager, including participating in efficiencies that co- location generates. The intent of co-location is to facilitate centralized access of services for families and professionals.

### B. Assignments And Subcontracts

1. The Provider shall not assign the responsibility for this Subcontract to another Party without prior written approval of NWFHN, upon NWFHN's sole determination that such assignment shall not adversely affect the public interest; however, in no event may Provider assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under this Subcontract which right is not conditioned on full and faithful performance of Provider's duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of NWFHN shall be null and void. The Provider shall not subcontract for any of the work

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contemplated under this Subcontract without prior written approval of NWFHN, which shall not be unreasonably withheld.

- a. To the extent permitted by Florida Law, and in compliance with this Subcontract, the Provider is responsible for all work performed and for all commodities produced pursuant to this Subcontract whether actually furnished by the Provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that NWFHN shall not be liable to the Provider's subcontractor in any way or for any reason. The Provider, at its expense, shall defend NWFHN against such claims.
- b. The Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from NWFHN in accordance with Section 287.0585, F.S., unless otherwise stated in the Subcontract between the Provider and its subcontractor. Failure to pay within seven (7) working days shall result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (.005) 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.
- c. The Provider shall include, or cause to be included, in all subcontracts (at any tier) the substance of all clauses contained in this Subcontract that mention or describe Subcontract compliance.
- d. The Provider shall include the requirements of the Employment Eligibility Verification (E-Verify) clause as described below, appropriately modified for identification of the Parties, in each subcontract.
- e. The Provider shall adhere to the Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

### III. Insurance And Transportation

- A. The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a state agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full

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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. Upon the execution of this Contract, the Provider shall furnish NWFHN 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. NWFHN reserves the right to require additional insurance as specified in this Contract. During the existence of this Contract, and any renewal(s) and extension(s) of it, the Provider will maintain, and through contract require that its subcontractors maintain insurance in accordance with s. 409.993, F.S., any subsequent amendments to the statute, and the following requirements

- B.** As a direct provider of foster care and related services to children and families, the provider shall maintain continuous adequate general liability coverage in accordance with s. 409.993, F.S. The Provider 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 shall maintain continuous adequate non-owned automobile liability coverage in accordance with s. 409.993, F.S.
- C.** The Provider's policies of insurance shall be provided by insurers licensed or eligible to do business in Florida and require the insurer to give NWFHN written notice of any intention to cancel or refuse to renew the policy at least 30 days prior to cancellation or non-renewal.
- D.** The Provider shall provide NWFHN with Acord® 25 certificates of liability insurance naming the Department and NWF Health Network as the 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 the Provider's authorized representative, that the Provider is in compliance with all applicable federal and state statutory and regulatory insurance requirements.
- E.** Submission of the foregoing shall not operate as acceptance by NWFHN of the adequacy of such policies to comply with these requirements.

### **IV. Notice Of Legal Actions**

- A.** The Provider shall notify NWFHN of legal actions taken against them or potential actions such as lawsuits, related to services provided through this Subcontract or that may impact the Provider's ability to deliver the contractual services, or adversely impact NWFHN. NWFHN's Chief Operating Officer shall be notified within ten (10) days of Provider becoming aware of such actions or from the day of the legal filing, whichever comes first.

### **V. Mandatory Reporting Requirements**

- A.** The Provider and any subcontractor shall 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 Subcontract who has any knowledge of a reportable incident shall report such incident as follows: 1) reportable

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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 the Inspector General through the Internet at, <https://www.myflfamilies.com/about/additional-services-offices/office-inspector-general> or by completing a Notification/ Investigation Report (form CF1934) and emailing the form to the Office of the Inspector General at [IG.complaints@myflfamilies.com](mailto:IG.complaints@myflfamilies.com). The Provider and subcontractor may also mail the completed form to the Office of the Inspector General, The Center, 2415 North Monroe St., Ste 400-I, Tallahassee, Florida 32303-4190 or via fax at (850) 488-1428. A reportable incident is defined in CFOP 180-4, which may be obtained from the Contract Manager.

### B. Reportable incidents per CFOP 180-4 are:

1. Inappropriate employee acts or omissions that result in client injury, abuse, neglect, or death;
2. Fraud;
3. Theft;
4. Breaches of confidentiality by an employee, unless inadvertent and self-reported (e.g. revealing a reporter's name, providing confidential documents to an 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;
5. 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.);
6. 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.);
7. Failure to report known or suspected neglect or abuse of a client;
8. Improper expenditure or commitment of public funds;
9. 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.);
10. 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.);
11. Any violation under Ch. 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,

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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

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

### VI. Client Risk Prevention And Incident Reporting

- A. If services to clients are to be provided under this Subcontract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. Subcontractors shall use IRAS in reporting incidents. In addition, subcontractors shall immediately call in all deaths and other serious incidents to NWFHN and the Department relating to individuals served which are likely to have an adverse Departmental impact or statewide media coverage and follow up by entering the incident into the IRAS system.
- B. Provider shall also report those reportable situations listed in NWFHN OP 800-805, *Incident Reporting and Client Risk Prevention*, in the manner prescribed in such operating procedure or pursuant to Department operating procedures.
- C. 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 (1-800-96ABUSE). As required by Chapters. 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

### VII. Emergency Preparedness Plan

- A. If the tasks to be performed pursuant to this Subcontract include the physical care or supervision of clients, the Provider shall, annually by May 1st, submit electronically via [Contracts@NWFHealth.org](mailto:Contracts@NWFHealth.org) 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 Provider to continue functioning in compliance with the Subcontract in the event of an actual emergency.
- B. 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.
- C. No later than twelve (12) months following NWFHN'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.
- D. NWFHN 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, NWFHN may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.

### VIII. Intellectual Property

- A. It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials,

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arising in relation to Provider's performance under this Subcontract, and the performance of all of its officers, agents and subcontractors in relation to this Subcontract, are works for hire for the benefit of NWFHN and the Department, fully compensated for by the Subcontract 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 Subcontract. It is specifically agreed that NWFHN 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 Subcontract, or in any way connected herewith.

- B.** If the Provider uses or delivers to NWFHN or the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this Subcontract 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 Subcontract.
- C.** 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.

### **IX. Real Property**

- A.** In the event that NWFHN furnishes Provider with assets, such as office furniture or equipment for the performance of services, all such assets shall remain, as applicable, the property of and under the control of NWFHN. Such assets shall not be moved/removed by Provider unless Provider first submits a "Property Relocation" form to NWFHN for approval. The Property Relocation and Property Inventory forms may be obtained on the Department website at [www.myflfamilies.com](http://www.myflfamilies.com)
- B.** NWFHN shall perform periodic inventories of all assets, such as office furniture and equipment. Provider shall complete, and submit by January 31st, an Annual Inventory Report of all property of a non-consumable and non-expendable nature purchased by the Provider with funds provided by this Subcontract and/or provided by NWFHN. NWFHN shall review the annual inventory report to ensure completeness and compliance with this Section. If Provider replaces or disposes of assets transferred to or purchased by Provider pursuant to this Subcontract, Provider shall provide accurate and complete information pertaining to the replacement or disposition of the asset on the Provider's annual inventory form.
- C.** In the event office furniture or equipment is lost, stolen or damaged, Provider shall immediately notify NWFHN of such event in writing. Once an asset is determined to be lost, stolen, or damaged, Provider shall ensure that a thorough investigation is made immediately. Upon the request of NWFHN, Provider shall pay NWFHN the replacement cost of any such lost, stolen or damaged asset. If the asset is not located as a result of the investigation, Provider shall file a report with NWFHN describing the missing item and the circumstances surrounding its disappearance. If the property was stolen, a police report shall accompany the documentation filed with NWFHN.

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- D.** Assets purchased with contract funds are not to be depreciated by the Provider and charged back to NWFHN.
- E.** Any vehicle(s) transferred to Provider for use under this Subcontract shall be used solely to assist in the provision of services furnished by Provider, pursuant to this Subcontract. During the term of this Subcontract and any renewals, Provider is financially responsible for insurance and maintenance of the vehicle(s). Provider shall not dispose of the vehicle(s) without prior, written authorization from NWFHN. In the event Provider ceases providing the services under a subcontract with NWFHN, the vehicle(s) shall be returned to NWFHN in good and working order, reasonable wear and tear accepted.

### **X. Publicity**

- A.** Without limitation, the Provider and its employees, agents, and representatives shall not, without prior NWFHN written consent in each instance, use in advertising, publicity or any other promotional endeavor any NWFHN or Department branding, the name of NWFHN or the Department or any affiliate or any officer or employee of NWFHN or the Department, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by NWFHN or the Department, or refer to the existence of this Subcontract in press releases, advertising or materials distributed to the Provider's prospective customers.

### **XI. Sponsorship**

- A.** 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 Subcontract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name), NWF Health Network and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "NWF Health Network and the 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.

### **XII. Employee Gifts**

- 1.** The Provider agrees that it shall not offer to give or to give any gift to any employee of NWFHN or the Department, and the Provider shall not receive any gift from an employee of NWFHN or the Department. As part of the consideration for this Subcontract, the Parties intend that this provision shall survive the Subcontract for a period of two (2) years. In addition to any other remedies available to NWFHN, any violation of this provision shall 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 shall ensure that its subcontractors, if any, comply with these provisions.

### **XIII. Vendor Ombudsman**

- A.** A Vendor Ombudsman has been established within the Department of Financial Services.

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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.

### **XIV. Records, Retention, Audits, Inspections And Investigations**

- A.** Provider shall establish and maintain a financial management system to safeguard funds and tangible assets, promote stewardship, ensure the integrity of financial reporting and provide timely cost and utilization data. Provider shall also maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditure of funds provided under this Subcontract.
- B.** Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Subcontract shall be maintained by the Provider for a period of six (6) years after completion of the Subcontract or longer when required by law. Provider must adhere to Automated CBC Records Management Inventory System for the storage and retention of client records. In the event an audit is required by this Subcontract, 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 Subcontract, at no additional cost to NWFHN or the Department.
- C.** Upon demand, at no additional cost to NWFHN, the Provider shall furnish records in their original format and/or duplications in a redacted format when requested by NWFHN. The redactions must cover all health and other protected information. These redactions must be done in a reasonable timeframe and that timeframe must be agreed upon by the Provider and NWFHN. The redacted documents must be submitted to the NWFHN Record Custodian for final review prior to release.
- D.** 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 NWFHN or the Department.

### **XV. Public Records**

- A.** Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter. 119, F.S. Any claim by Provider of proprietary or trade secret confidentiality for any information contained in Provider's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted in connection with this Subcontract shall be waived, unless the claimed confidential information is submitted in accordance with paragraph b, below.
  - 1.** If the Provider has questions regarding the application of Chapter 119, F.S., to the Provider's duty to provide public records relating to this Subcontract, Provider shall contact the custodian of public records at 525 N. Martin Luther King Jr. Blvd., Tallahassee, FL, 32301, (850) 410-1020.



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- a. Provider is required to comply with public records laws, specifically to:
  - i. Keep and maintain all public records required by NWFHN in order to perform the service(s).
  - ii. Upon request from NWFHN's custodian of public records, provide NWFHN 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 provided in NWFHN OP 900-916, *Public Records Request: Procedure and Costs*, or as otherwise provided by law.
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Subcontract term and following completion of this Subcontract if the Provider does not transfer the records to NWFHN.
  - iv. Upon completion of this Subcontract, transfer, at no cost, to NWFHN all public records in possession of the Provider or keep and maintain public records required by NWFHN to perform the service. If the Provider transfers all public records to NWFHN upon completion of this Subcontract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of this Subcontract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to NWFHN, upon request from NWFHN's custodian of public records, in a format that is compatible with the information technology systems of NWFHN.
- b. The Provider shall clearly label any portion of the documents, data or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as proprietary or trade secret. The labeling 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.
- c. NWFHN, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as confidential or trade secret in accordance with paragraph b, above. Accompanying the submission shall be an updated version of the justification under paragraph b, above, correlated specifically to redacted information. The redacted copy shall exclude or obliterate only those

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exact portions that are claimed to be proprietary or trade secret. If the Provider fails to promptly submit a redacted copy and updated justification in accordance with this paragraph, NWFHN is authorized to produce the records sought without any redaction of proprietary or trade secret information.

- d. NWFHN is not obligated to agree with the Provider's claim of exemption on the basis of proprietary or trade secret confidentiality and the Provider shall be responsible for defending its claim that each and every portion of the redactions of proprietary or trade secret information are exempt from inspection and copying under Florida's Public Records Law.
- e. All media requests for public records from NWFHN or Provider shall adhere to NWFHN OP 800-803, *Media Policy*, and NWFHN OP 900-916, *Public Records Request: Procedure and Costs*.

### XVI. Client Information

**A.** The Provider shall not use or disclose any information concerning a recipient of services under this Subcontract for any purpose prohibited by State or Federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

- 1. Provider agrees to maintain in strict confidence client information, including, without limitation, the information contained in 42 CFR, Chapter 1, Subchapter A, Part 2, as well as in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191.
- 2. Provider also agrees to abide by The Department of Health and Human Services (HHS) rules, known as the HIPAA Administrative Simplification Rules, located at 45 CFR Parts 160, 162, and 164, and which include both: (1) the HIPAA Privacy Rule, created to set national standards for the protection of individually identifiable health information (PHI) by three (3) types of covered entities: health plans, health care clearinghouses, and health care providers who conduct health care transactions electronically; and (2) the HIPAA Security Rule, which sets national standards for the security of electronic protected health information. Both rules are administered and enforced by the Office of the Civil Rights (OCR).
- 3. Provider's compliance is also required in additional HIPAA Administrative Simplification Rules, known as: (1) the Transactions and Code Sets Standards; (2) the Employer Identification Standards; and (3) the National Provider Identifier Standards, which are administered and enforced by the Centers for Medicare & Medicaid Services (CMS). In 45 CFR Part 160, the Enforcement Rule provides standards for the enforcement of the HIPAA Administrative Simplification Rules.
- 4. The Provider also agrees to comply with the American Recovery and Reinvestment Act of 2009 (ARRA), as well as Title XIII of ARRA, known as the Health Information Technology for Economic and Clinical Health Act (HITECH Act), including, but not limited to the Breach Notification Rule, which requires notification following a breach

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of unsecured protected health information.

5. Provider shall maintain confidentiality on all financial information, statistical data, reports, standards, and membership listings, and agrees not to disclose any information contained within this Subcontract to any third Party, except as may be required by law or pursuant to a written consent executed by NWFHN.

### **XVII. Data Security**

- 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 NWFHN designated Data Security Officer and shall maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this Subcontract. An appropriate level of security includes approving and tracking all Provider employees that request or have access to any departmental data system or information.
- B. The Provider shall provide the latest Departmental security awareness training to its staff and subcontractors 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 Security Awareness Form, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from NWFHN.
- D. The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the Provider shall assure that unencrypted personal and confidential data shall not be stored on unencrypted storage devices. The Provider shall require the same of all subcontractors.
- E. The Provider agrees to notify the NWFHN designated Data Security Officer 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 data. The Provider shall require the same notification requirements of all subcontractors.
- F. The Provider shall provide notice to affected Parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential data provided in Section 501.171, F.S. The Provider shall require the same notification requirements of all subcontractors.
- G. The Provider shall provide a "Notification of Termination" for any employee with access to data systems to the Data Security Officer. The Data Security Officer shall ensure that user access to the data system or information has been removed from all terminated Provider employees.

### **XVIII. Termination**

- A. This Subcontract may be terminated by either Party without cause upon no less thirty (30) calendar days' notice in writing to the other Party unless an alternative time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the

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Contract Manager or the representative of the Provider responsible for administration of the program.

- B.** In the event funds for payment pursuant to this Subcontract become unavailable, NWFHN may terminate this Subcontract upon no less than twenty-four (24) hours' notice in writing to the Provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. NWFHN shall be the final authority as to the availability and adequacy of funds. In the event of termination of this Subcontract, the Provider shall be compensated for any work satisfactorily completed.
- C.** This Subcontract may be terminated for the Provider's non-performance upon no less than twenty-four (24) hours' notice in writing to the Provider. If applicable, NWFHN may employ the default provisions in Rule 60A-1.006(3), F.A.C. NWFHN's failure to demand performance of any provision of this Subcontract shall not be deemed a waiver of such performance. NWFHN's waiver of any one breach of any provision of this Subcontract 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 Subcontract. The provisions herein do not limit NWFHN's right to remedies at law or in equity.
- D.** Breach of any contractual obligations with NWFHN shall be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider shall have been notified by NWFHN of the unsatisfactory performance and failed to cure the unsatisfactory performance to the satisfaction of the NWFHN within a fifteen (15) day period. Such termination shall be effective as of midnight, beginning the sixteenth (16th) day following the date of the letter sent via certified mail advising of the termination.
- E.** In the event of a breach of this Subcontract, each Party acknowledges that the injury to the other would be irreparable, and the monetary amount of damage therefrom would be difficult or impossible to determine. Each Party shall have all remedies available at law or equity, specifically including, without limitation, entitlement, as a matter of course, to an injunction or similar equitable relief, without bond or with a nominal bond, if allowed by law.
- F.** Upon termination of this Subcontract, neither Party shall have any further obligation hereunder except that: (a) obligations accruing prior to the date of termination; and (b) obligations or covenants contained herein that are intended to extend beyond the term of this Subcontract, including, without limitation, covenants relating to confidentiality, indemnification, and non-competition. Notwithstanding anything contained herein to the contrary, regardless of the termination of this Subcontract, Provider shall continue to provide services to qualified individuals until a case is closed or until the case may be transferred to another provider in accordance with applicable policies and procedures. Additionally, if this Subcontract is terminated for any reason, NWFHN shall pay to Provider accrued but unpaid compensation through the date of termination, subject to available funding. Such payment shall be in full and complete discharge of any and all liabilities or obligations of NWFHN to Provider under this Subcontract, and Provider shall be entitled to no further benefits under this Subcontract. Any amounts owed to NWFHN from Provider may be offset from this payment. To the extent Provider continues to provide post-termination services pursuant to this Subcontract, Provider shall receive post-termination payments, subject to available funding.

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- G.** Any notice required or permitted by this Subcontract shall be deemed sufficient if provided in writing and sent by certified mail, return receipt requested, to the Parties at the addresses set forth below. Upon change of representatives, including names, addresses, and telephone numbers, by either Party, notice of said change(s) shall be provided to the other Party in the manner specified above.
- H.** This Subcontract and all provisions herein shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns; however, neither the Subcontract nor any of the rights, interests nor obligations hereunder be assigned by the Provider without the prior written consent of NWFHN.
- I.** No party to this agreement shall enforce a non-compete clause, or any similar prohibition against future employment, relative to employee, regardless of classification, with DCF or any other state employment.

### **XIX. Transition Activities**

- A.** Continuity of service is critical when service under this Subcontract ends and service commences under a new contract. Accordingly, when service shall continue through another provider upon the expiration or earlier termination of this Subcontract, 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 Subcontract. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Subcontract and shall support the requirements for transition as specified in a Department-approved Transition Plan, which shall be developed jointly with the new provider in consultation with the Department. (See Attachment III, Section 1(H).)

### **XX. Dispute Resolution**

- A.** It is the policy of NWFHN to enter into formal subcontracts with providers based on the types of services offered, the service philosophy, documentation of success, and relations with the community stakeholders. Any dispute concerning performance of this Subcontract or payment hereunder shall be resolved according to NWFHN OP 700-714, Denial and Appeal of Potential Contract Providers.

#### **B. Other Terms**

- 1.** This Subcontract and its attachments, and any exhibits, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Subcontract shall supersede all previous communications, representations, or agreements, either verbal or written between the Parties.

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- a. If any term or provision of this Subcontract is legally determined unlawful or unenforceable, the remainder of the Subcontract shall remain in full force and effect and such term or provision shall be stricken.
- b. This Subcontract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.
- c. Except as otherwise provided in this Subcontract, any breach by a Party may only be waived by the other Party in a written instrument signed by the waiving Party. Such waiver shall not operate as a waiver or estoppels with respect to any subsequent or other breach.

### **XXI. Survival Of Terms**

- A. The Parties agree that, unless a provision of this Subcontract, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this Subcontract concerning obligations of the Provider and remedies available to NWFHN and/or the Department are intended to survive the ending date or an earlier termination of this Subcontract. The Provider's performance pursuant to such surviving provisions shall be without further payment, as the payments received during the term of this Subcontract are consideration for such performance.

### **XXII. Modifications**

- A. Modification of provisions of this Subcontract shall be valid only when they have been reduced to writing and duly acknowledged by the signature of both Parties. No handwritten or other modifications to this version of the Subcontract shall be permitted following the execution of this Subcontract by either of the Parties, unless they are expressly acknowledged by the initials of both signatories on the page on which the modifications occur.

### **XXIII. Staffing And Professional Qualifications**

- A. A Level 2 screening shall be completed every five years on staff and volunteers. Beginning August 1, 2010, Provider may not hire an employee that requires background screening until the screening process is completed and a clearance letter or exemption from disqualification is obtained from the Department. A national criminal records check by the Federal Bureau of Investigation every five years following the date of the person's employment is required. Provider shall ensure that staff who are employed to work directly with children are at least eighteen (18) years of age. Provider shall have a personnel file for each employee which shall include but is not limited to the following:
  1. The application for employment, including a two-year employment history check;
  2. A written job description, signed by the employee and the employee's immediate supervisor;

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3. Documentation that the employee meets the minimum job requirements as established by Provider;
4. A signed affidavit of good moral character;
5. A minimum of two character reference letters or reference checks from unrelated individuals;
6. Verification of a delinquency record screening, if applicable;
7. For Residential Providers only, verification of an Abuse Registry clearance and criminal records check meeting the requirements outlined in this Subcontract;
8. Employee's starting and termination dates and reason for termination;
9. Annual performance evaluations and any disciplinary actions taken;
10. Log of training hours completed;
11. Evidence of the use of the E-Verify system as referenced in this Subcontract.

### **XXIV. Employment Screening**

**A.** 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 all of the following but not be limited to:

1. Employment history checks;
2. Fingerprinting for all criminal record checks;
3. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);
4. Federal criminal records checks from the Federal Bureau of Investigation via the FDLE;
5. Security background investigation, which may include local criminal record checks through local law enforcement agencies.
6. The Provider shall sign an affidavit each State fiscal year for the term of the Subcontract stating that all required staff has been screened or the Provider is awaiting the results of screening.

### **XXV. Employment Eligibility Verification (E-VERIFY)**

- A.** Provider shall enroll as a Provider in the E-Verify program within thirty (30) calendar days of the start date of this Subcontract. Within ninety (90) calendar days of enrollment in the E-Verify program, Provider shall begin to use E-Verify to initiate verification of employment eligibility. All new employees assigned by the Provider to perform work pursuant to this Subcontract with NWFHN shall be verified as employment eligible within three (3) business days after the date of hire.
- B.** Provider shall comply, for the period of performance of this Subcontract, with the requirements of E-Verify program enrollment.

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1. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Provider's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such case, the Provider shall be referred to a DHS or SSA suspension or debarment official.
2. During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the Provider is excused from its obligations as listed above. If the suspension or debarment official determines not to suspend or debar the Provider, then the Provider shall reenroll in E-Verify.
3. Information on registration for and use of the E-Verify program may be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>
4. Provider is not required by this clause to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the Provider/grantee through the E-Verify program.

### XXVI. Administrative Office(s) and Service Locations

#### A. Administrative Office(s) Location

1. Name: Click here to enter text.
2. Address: Click here to enter text.
3. City, State ZIP: Click here to enter text.

#### B. Administrative Office Times

1. Administrative offices shall be open from 8:00 a.m. until 5:00 p.m. Monday through Friday except for holidays.

#### C. Service Delivery Location

1. Name: Click here to enter text.
2. Address: Click here to enter text.
3. City, State Zip: Click here to enter text.

#### D. Service Delivery Office Times

1. Service Delivery offices shall be open from 8:00 a.m. until 5:00 p.m. Monday through Friday except for holidays.

#### E. Changes In Location



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1. Provider shall notify NWFHN in writing within thirty (30) days prior to any change in location of its administrative offices or facilities.

### **XXVII.Provider Indemnity**

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

1. The Provider shall fully indemnify, defend, and hold harmless the State, the Department, and NWFHN 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 Agreement, provided, however, that the foregoing obligation shall not apply to the Department's and/or NWFHN's misuse or modification of Provider's products or the Department and/or NWFHN operation or use of Provider's products in a manner not contemplated by this Subcontract. 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 the Department and/or NWFHN the right to continue using the product or to modify it to become non-infringing. The Department and/or NWFHN shall not be liable for any royalties. If the Provider removes an infringing product because it is not reasonably able to modify that product or secure the Department and/or NWFHN the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that the Department and/or NWFHN determines to be of equal or better functionality or be liable for the Department's and/or NWFHN's cost in so doing.
2. Further, the Provider shall indemnify the Department and/or NWFHN for all costs and attorneys' fees arising from or relating to 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 this Subcontract, including litigation initiated by the Department and/or NWFHN.
3. Notwithstanding the above, the Provider's obligation to indemnify, defend, and hold harmless the Department and/or NWFHN shall not include the acts or omissions of any Provider partner 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 the Department and/or NWFHN shall also not include damages and costs, including attorneys' fees, arising from the acts or omissions of

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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 the Department and/or NWFHN 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 the Department and/or NWFHN, provided, however, that the subcontractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of the Department and/or NWFHN. Nothing in this Subcontract, the attachments thereto, or 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, or the ability of the Provider to claim immunity thereunder.

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**ATTACHMENT III  
FINANCIAL LANGUAGE**

**Section 4**

**I. Compensation And Billing**

- A.** NWFHN shall pay Provider for the services provided during the term of this Subcontract. Payments shall only be made for allowable costs pursuant to 2 CFR 200, the State of Florida Reference Guide for Expenditures and in accordance with this Subcontract.
- B.** The Provider shall provide units of deliverables, including reports, findings, and drafts, as specified in this Subcontract. These deliverables shall be received and accepted by NWFHN prior to payment. The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit; where itemized payment for travel expenses are permitted in this Subcontract, 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 Subcontract. To 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 Subcontract except that public records which are made confidential by law shall 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 NWFHN may unilaterally terminate the Subcontract.
- C.** Provider shall submit all invoices to NWFHN within three (3) days after the end of each month for all services provided during such month. Invoices shall be submitted electronically to [contracts@nwfhealth.org](mailto:contracts@nwfhealth.org). If the third (3rd) calendar day falls on a weekend or holiday the invoice and all documentation is due the next working day. Invoices that are submitted past the three (3) calendar days may result in the implementation of a Corrective Action plan and may cause payment to be delayed. In no event, regardless of the cause or circumstance, shall NWFHN be responsible or liable for payment of any invoices submitted to NWFHN more than ninety (90) calendar days after the end of the month in which the services were rendered.
- D.** NWFHN shall make payment to Provider within thirty (30) calendar days of receipt of a complete and correct invoice package unless there is a delay in funding from the Department. NWFHN shall not be obligated to make any payment to Provider if Provider does not follow NWFHN's invoicing and billing procedures, unless and until necessary corrections are made by Provider. Within fifteen (15) working days of receipt of an invoice from Provider, NWFHN shall provide notice to Provider of any invoice requiring correction or backup documentation, including the reason for the required correction/backup documentation. Provider shall have thirty (30) days from the time of notification by NWFHN to correct problems with its invoices.
- E.** At its discretion, NWFHN has the right to withhold payment to Provider if Provider does not submit complete and correct reports in a timely manner as described in this Subcontract. NWFHN shall notify Provider in writing prior to delaying invoice payment due to late or incomplete reports.

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**F.** In the event that payment to NWFHN from the Department is delayed, and in the event that this delay in payment shall cause a delay in payment to Provider, NWFHN shall notify the Provider within fifteen (15) days of receiving notification from the Department.

**G.** Third Party Payments

1. The funding available in this Subcontract 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 for inspection by NWFHN and the Department.

**H.** Surplus Revenue

1. Upon termination of this contract, or at the end of Fiscal Year, whichever comes first, a Financial Report must be generated from a detail general ledger accounting system. The financial statement must be in the form of a schedule of revenue and expenditures, budget to actual, and must be on the accrual basis of accounting. If the report provided is not in a format generated directly from a general ledger accounting system, then the provider must submit supporting documentation from a general ledger accounting system that reconciles to the financial report. The provider will be expected to return surplus resources (revenues greater than allowable expenditures) to NWFHN. See Attachment II, Section 19.

## **II. Financial Penalties For Failure To Take Corrective Action**

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

**B.** The increments of penalty imposition that may apply, unless NWFHN 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.

1. 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.
2. 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.

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3. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

### **III. Overpayments**

- A. The Provider shall return to NWFHN any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by NWFHN and any interest attributable to such funds pursuant to the terms and conditions of this Subcontract.
- B. In the event that the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from NWFHN.
- C. In the event that NWFHN first discovers an overpayment has been made, the Contract Manager, on behalf of NWFHN, shall notify the Provider by letter of such findings. Should repayment not be made forthwith, the Provider shall be charged interest at the lawful rate of interest on the outstanding balance after NWFHN notification or upon Provider discovery. This provision shall survive the termination of this Subcontract.
- D. At all reasonable times for as long as records are maintained, persons duly authorized by NWFHN, the department and State 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.

### **IV. Federal and/or State Single Audit(s)**

- A. Provider may be required to have a Federal and/or State Single Audit(s) performed annually by a qualified CPA firm.

#### **1. Federal Requirements**

- a. If the Provider expends the dollar threshold of seven hundred and fifty thousand dollars (\$750,000.00) or more in Federal awards in a fiscal year it shall be required to have a Federal Single Audit conducted in accordance with the Federal guidelines of either 2 CFR Part 200-200.521, Uniform Grant Guidance, Cost Principles, and Audit Requirements for Federal Awards ("2 CFR 200"). If a Federal Single Audit is required in accordance with this regulation, the Provider is required to submit an electronic copy of the Federal Single Audit completed to NWFHN, within one hundred and eighty (180) days of its fiscal year end or within thirty (30) days of receipt, whichever is earlier. The Provider shall also submit to NWFHN certification that the Federal Single Audit was sent to the Federal Audit Clearinghouse.

#### **2. State Requirements**

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- a. In the event the recipient expends seven hundred fifty thousand dollars (\$750,000.00) or more in State financial assistance during its fiscal year, the recipient shall have a State Single or Program-specific Audit conducted in accordance with Section 215.97, F.S.; 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 seven hundred fifty thousand dollars (\$750,000.00) 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 and Families, other State agencies, and other non-State entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-State entity for Federal program matching requirements. If a State Single Audit is required in accordance with this regulation, the Provider is required to submit an electronic copy of the State Single Audit to NWFHN, within one hundred and eighty (180) days of their fiscal year end or within forty-five (45) days of receipt, whichever is earlier. Provider shall also submit to NWFHN certification (electronically) that the State Single Audit was sent to the Auditor General.
3. 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.). This provision shall survive the termination of this Subcontract.
4. Effective July 1, 2018, Provider must ensure the indirect/administrative cost shall not exceed the lesser of the following:
  - a. If applicable; Provider's federal indirect cost rate awarded by the Provider's cognizant Federal awarding agency; or
  - b. The Federally recognized indirect cost rate not to exceed ten percent (10%) of modified total direct cost (MTDC), as identified by Title 2 CFR part 200.414, (Indirect F&A Costs).
5. Title 2 CFR part 200.68 defines MTDC as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each sub-award (regardless of the period of performance of the sub-awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships,

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participant support costs and the portion of each sub-award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

6. Provider shall submit their annual contracted budget in an Excel format at inception of this Subcontract and subsequently only if there are substantial changes in service delivery or available funding. Request for the annual contracted budget shall be due ninety (90) days prior to any subcontract execution. Provider shall use the prescribed Budget and Agency Staff Template provided by NWFHN. Included with the budget, Provider shall have allocation methodologies, approved by NWFHN. For any staff that is not funded one hundred percent (100%) by this NWFHN program, Provider shall have prior approval of the allocation methodology. The Budget and Agency Staff Template shall be submitted electronically to [contracts@nwfhealth.org](mailto:contracts@nwfhealth.org).
7. Semi-annually, NWFHN will review requests for budgetary changes. For implementation beginning January 1, Provider must submit the required reports in Excel by September 15. For implementation beginning July 1, Provider must submit the required reports in Excel by March 15. Required reports include those listed in the Budget and Agency Staff Template.
8. Use Of Funds For Lobbying Prohibited
  - a. No Federal funds received in connection with this Subcontract 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 Subcontract contains Federal funding in excess of one hundred thousand dollars (\$100,000.00), the Provider must, prior to subcontract execution, complete the Certification Regarding Lobbying Form. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from NWFHN. All disclosure forms as required by the Certification Regarding Lobbying Form, shall be completed and returned to NWFHN, prior to payment under this Subcontract.
9. Federal Funding Accountability And Transparency ACT
  - a. The Provider shall complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Subcontract includes twenty-five thousand dollars (\$25,000.00) or more in Federal funds (as determined over its entire term). The Provider shall also report the total compensation of its five (5) most highly paid executives if it also receives in excess of eighty percent (80%) of its annual gross revenues from Federal Funds.

### V. Method Of Payment

- A. Provider shall maximize the use of federal funding and state programs such as Medicaid, Supplemental Security Income (SSI) to accurately determine eligibility for Florida's

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TANF, Title IV- B and Title IV-E State Plans, and CFOPs 170-15 as well as Promoting Safe and Stable Families (PSSF). Additionally, the Provider shall ensure that its client eligibility records are maintained according to the Department's record retention schedule and made available for federal and state audits. Failure to earn appropriate funds may result in a corresponding reduction of the total amount paid under this Subcontract.

- B.** This Subcontract contains a fixed price method of payment which shall be adjusted for vacancies. NWFHN shall pay Provider for the delivery of services provided in accordance with the terms of this Subcontract for a total dollar amount not to exceed **\$XX** annually subject to the availability of funds.
- C.** To the extent Provider's actions, including, without limitation, failure to promptly report change of placements or comply with established case staffing processes, results in unrecoverable or unauthorized payments, Provider's monthly compensation may be adjusted to provide the funds necessary to compensate for such losses. Provider understands and agrees that if Provider fails to report a change of placement that results in an unnecessary payment to a residential facility or a foster home, the amount of the unnecessary payment may be deducted from Provider's monthly payment. Provider understands that placement of a child in a residential facility, therapeutic foster care or enhanced foster care may be approved through the established staffing process for a limited duration. Continuation of placement after the end of the authorized service period in such programs can be authorized only through the established staffing process. Failure by Provider to attain authority through the established staffing procedure for continuation of such placement that results in an unauthorized expense to NWFHN may cause the deduction of an equal amount of such unauthorized expense from Provider's monthly payment. If applicable, any adoption subsidy file that is determined to not be in compliance with these requirements may be subject to penalty and repayment of funds relating to the non-compliance by the Provider.
- D.** In the event Provider fails to meet reporting compliance deadlines, monthly compensation shall be dispersed contingent upon receipt of the reports by NWFHN.
- E.** Any surplus funds remaining from the delivery of services under this Subcontract, within the terms of this Subcontract, must be returned to NWFHN.
- F.** Funds received for service under this Subcontract are not to be used for direct client expenses. Provider has access to Purchase of Service (POS)/flex funds, not included in this Subcontract, for direct client expenses, if applicable.
- G.** NWFHN reserves the right to reallocate available funds as necessary for the success of the project based on quarterly reviews of required reports.
- H.** Provider understands and agrees that NWFHN's obligation to pay any compensation is contingent upon NWFHN's receipt of funds due from the Department. Accordingly, payments by NWFHN to Provider shall be appropriately adjusted to reflect any shortfall in the receipt of funds by NWFHN from the Department. NWFHN shall notify Provider as soon as possible of any such discrepancy. Notwithstanding the foregoing, to the extent the shortfall is directly attributable to the identifiable negligence or wrongful act NWFHN or another Provider, the payments by NWFHN to Provider shall not be adjusted.



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- I. Provider shall submit all monthly invoices using the form provided by NWFHN (Service Invoice) and supported by the vacancy adjustment, which is contained in the Vacancy Adjustment Calculation Form and described below.
- J. Provider shall submit a separate invoice for each provided service, invoices shall be submitted together in one submission to NWFHN.
- K. If applicable, Provider understands that this Subcontract contains Promoting Safe and Stable Families Act funds which have a twenty-five percent (25%) match requirement (cash or in-kind) and that the estimated amount of this funding each month may be as much as thirty-three percent (33%) of the monthly contract amount. If this Subcontract also contains State Visitation and Access Grant funds it will have a ten percent (10%) match requirement (cash or in-kind). Provider is required to document match on a monthly basis and submit the **Match Documentation and Adjustment Form and Match Back-Up Documentation**, with the invoice.

### VI. Vacancy Adjustment Calculation (If Applicable)

- A. If a position is vacant on the first day of the contract Provider shall deduct the amount of that position from the invoice for the number of days the position remains vacant until it is filled. After a position is initially filled, the provisions of item 5.b., above, apply.
- B. At any time a position is vacant, including holidays, NWFHN shall deduct 80% from the invoice. The following will be considered in the calculation:
  - 1.  $((\text{Total Weekdays Vacant in current month})/(\text{Total Weekdays in current month}) \times (\text{Monthly cost for Vacant Position})) \times .8$
  - 2. New Total Weekday-Vacant days are calculated starting with the day after the vacant position termination date.
  - 3. Current Vacant Positions are the summed workdays between the first and last day of the month.
  - 4. If a position is filled during the month, the day before the start date will be used for the final calculation.
- C. In the event that a vacancy is created by an employee entering a family medical leave status, long-term disability status, or other long-term leave status, and the employee has exhausted all available paid leave hours (vacation, sick or paid time off), and the vacated position has not been temporarily filled within thirty (30) weekdays of exhaustion of all of the employee's paid leave hours, then the monthly contract payment for the vacant position shall be reduced by eighty percent (80%), until such time as the vacancy has been filled. Provider shall notify NWFHN within five (5) weekdays of employee's request to utilize any of the above listed leave status.

### VII. Provider Match Funding

- A.  This contract does not have a funding match requirement.
- B.  This contract does have a funding match requirement for the following program and amount.

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1. If applicable, Provider shall submit monthly match reports on the provided Match Reporting Template and submit them with the monthly required service invoices.

### **VIII. Purchase Of Service (POS) Adjustments**

- A. If applicable, contract funding shall be adjusted by NWFHN when purchase of service (POS) funding is cumulatively over spent at either the end of the contract or at each period ending June 30th of NWFHN's fiscal year, whichever occurs first. The adjustment shall occur after year end or Subcontract year end expenditures are finalized and total amounts applied to the final contract invoice or the June 30th invoice, whichever occurs first. The adjustment shall be a reduction of the total current annual contract amount equal to the amount of the over expenditure to the program's allocated POS budget. These expenditures cannot be changed to the DCM contract but must be borne by the agency.

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**ATTACHMENT IV  
LAWS & REGULATIONS LANGUAGE**

**Section 5**

**I. Additional Requirements Of Law, Regulation And Funding Source**

**A. State Of Florida Law**

1. This Subcontract 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.

**B. Federal Law**

1. If this Subcontract contains Federal funds, the Provider shall comply with the provisions of 45 Code of Federal Regulations (CFR) Part 74, 45 CFR Part 92, and other applicable regulations.
2. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
3. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 (/uscode/text/31/1352))—Contractors that apply or bid for an award of \$100,000.00 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining and Federal contract, grant or any other award covered by 31 U.S.C. 1352 (/uscode/text/31/1352). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from “tier to tier” up to the non-Federal award.
4. Unauthorized aliens shall not be employed. NWFHN shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigration and Nationality Act (8 U.S.C, section 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this Subcontract.
5. If this Subcontract contains Federal funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 USC 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to one thousand dollars (\$1,000.00) for each

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violation or the imposition of an administrative compliance order on the responsible entity, or both.

### C. Civil Rights Requirements

1. 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 Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Subcontract 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, sub grantees 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 (15) or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within thirty (30) days of execution of this Subcontract and annually thereafter in accordance with 45 CFR, Part 80 and CFOP 60-16.

### D. Public Entity Crime And Discriminatory Contractors

1. 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

1. If this Subcontract is for an amount of one million dollars (\$1,000,000.00) or more, NWFHN may terminate this Subcontract at any time the Provider is found to have submitted a false certification under Section 287.135, F.S., or has been placed on

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the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

### F. Client And Other Confidential Information

1. 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, 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. section 2020(e)(8), 42 U.S.C. section 602 and 42 U.S.C. section 1396a(a)(7) and 7 CFR section 272.1(c), 42 CFR sections 2.1-2.3, 42 CFR section 431.300-30645, CFR section 400.27(a) and 45 CFR section 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.

### G. Whistle-Blower's Act Requirements

1. 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, Florida Commission on Human Relations, or the Whistleblower's Hotline number at 1-800-543-5353.

### H. Support To The Deaf Or Hard Of Hearing

1. 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 the Children and Families Operating Instruction (CFOP) 60-10, Chapter 4, entitled "Auxiliary Aids and Services for the Deaf or Hard of Hearing."
  - a. If the Provider or any of its subcontractors employs fifteen (15) or more employees, the Provider shall designate a Single-Point-of-Contact (one (1) per firm) to ensure effective communication with deaf or hard of

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hearing customers or companions in accordance with Section 504 of the Rehabilitation Act of 1973, the ADA, and CFOP 60-10, Chapter 4. The name and contact information for the Provider's Single-Point-of-Contact shall be furnished to NWFHN within fourteen (14) calendar days of the signing this Subcontract.

- b. The Provider shall, within thirty (30) days of the effective date of this requirement, contractually require that its subcontractors comply with Section 504 of the Rehabilitation Act of 1973, 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 deaf or hard of hearing customers or companions in accordance with Section 504 of the Rehabilitation Act of 1973, the ADA, and coordinate activities and reports with the Provider's Single- Point-of-Contact.
- c. 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 of the Rehabilitation Act of 1973, 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 of the Rehabilitation Act of 1973, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.
- d. The 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 deaf or hard of hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices shall be posted immediately by Providers and subcontractors. The approved Notice may be downloaded through the Internet at: <https://www.myflfamilies.com/about/additional-services-offices/ocr/id/dcf-auxiliary-aids-and-service-plan>.
- e. The Provider and its subcontractors shall document the customer's or the companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, shall also be made if any request was not honored. The Provider shall submit compliance reports through the DCF website: [https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form\\_login.html](https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html) along with confirmation and a copy of the report submitted by the third (3rd) business day following the reporting month, to NWFHN. The Provider shall distribute "Customer Feedback" forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

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- f. If customers or companions are referred to other agencies, the Provider shall ensure that the receiving agency is notified of the customer's or the companion's preferred method of communication and any auxiliary aids/service needs.
- g. NWFHN requires the Provider's direct service employees to complete "Effective Communication Training" on-line and sign the Attestation of Understanding. Direct service employees shall also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.
- h. In the event that deaf or hard of hearing clients or their companions are referred or are provided services under this Subcontract, Provider shall:
  - i. Document the client's or companion's preferred method of communication and any requested auxiliary aids/services provided in the client's record. Documentation, with supporting justification, shall also be made if any request was not honored.
  - ii. Submit a Compliance Report online monthly, by the third (3<sup>rd</sup>) business day following the reporting month. Provider is to submit these reports electronically through the DCF website along with confirmation, and a copy of the report shall be submitted to NWFHN.
  - iii. If requested, Provider shall distribute Customer Feedback forms to clients or companions, and provide assistance in completing the forms as requested by the client or companion. If clients or companions are referred to other agencies, Provider shall ensure that the receiving agency is notified of the client's or companion's preferred method of communication and any auxiliary aids/service needs.

### I. Employment Of Unauthorized Aliens Prohibited

- 1. Provider shall not employ unauthorized aliens. Employment of unauthorized aliens shall be considered a violation of Section 274A of the Immigration and Nationality Act (8 U.S.C., section 1324a). Such violation shall be cause for termination of this Subcontract by NWFHN.

### J. Human Subject Research

- 1. The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Subcontract 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.