

**NWF HEALTH NETWORK STANDARD CONTRACT
CHILD PROTECTION SERVICES**

THIS CONTRACT is entered into between Big Bend Community Based Care, Inc. d/b/a NWF Health Network (NWFHN), hereinafter referred to as "NWFHN" and **XXXXX**, hereinafter referred to as the "Provider". Hereinafter, NWFHN and the Provider may be individually referred to as "Party" or jointly as the "Parties."

WHEREAS, NWFHN entered into a contract (the 'DCF Contract'), with the Florida Department of Children and Families (the Department), pursuant to which NWFHN shall provide a comprehensive array of child protection services as defined in s. 409.986 and 409.988, Florida Statutes (F.S.), and prevention services, and as further identified in this Contract, as the community-based care Lead Agency for children and families in Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton, and Washington counties, while ensuring each child's safety, well-being, and permanency; and

WHEREAS, NWFHN desires to retain Provider to provide services in connection with NWFHN's performance under the DCF Contract. A copy of the DCF Contract is available at: <https://www.myflfamilies.com/general-information/contracted-client-services/library>; and

WHEREAS, Provider is duly licensed, if applicable, qualified to provide certain child protection services under the DCF Contract, and desires to perform the services described in this Contract in connection with NWFHN's performance under the DCF Contract.

NOW THEREFORE, in consideration of mutual promises set forth herein, NWFHN and the Provider agree as follows:

I. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A. Purpose and Contract Amount

NWFHN is engaging the Provider to provide a comprehensive array of child protection services, as further identified in this Contract, with payment as provided in Section III, in an amount not to exceed **\$XXXX**.

B. Effective and Ending Dates

This Contract shall be effective on **XXXXX**. The performance period under this Contract shall commence on the effective date of this Contract and shall end at midnight Eastern Time, on **XXXXX**, subject to the survival of terms provisions. Any earlier termination of this Contract amends the End Date. The Contract may be renewed in accordance with section 287.057(14) or 287.058(1)(9), Florida Statutes (F.S.).

C. Official Payee and Party Representatives

The NWFHN Contract Manager is the primary point of contact through which all contracting information flows between NWFHN and the Provider. Upon change of

representatives by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Contract.

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

Name: Click here to enter text.
Address: Click here to enter text.
City/State/Zip: Click here to enter text.
Phone: Click here to enter text.
Email: Click here to enter text.

2. The name, address, telephone number, and e-mail of the Provider's contact person responsible for the Provider's financial and administrative records:

Name: Click here to enter text.
Address: Click here to enter text.
City/State/Zip: Click here to enter text.
Phone: Click here to enter text.
Email: Click here to enter text.

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

Name: Click here to enter text.
Address: Click here to enter text.
City/State/Zip: Click here to enter text.
Phone: Click here to enter text.
Email: Click here to enter text.

4. The name, address, telephone number and e-mail of the NWFHN Contract Manager of this Contract:

Name: Click here to enter text.
Address: Click here to enter text.
City/State/Zip: Click here to enter text.
Phone: Click here to enter text.
Email: Click here to enter text.

D. Notices

Unless stated otherwise, Notices between the Provider and NWFHN regarding this Contract shall be in writing and directed to the Contract Manager or Provider Representative by certified mail, courier service, email, personal delivery, or as identified by the NWFHN. Notices will be deemed received upon actual receipt.

E. Contract Document

1. The headings contained in this Contract are for reference purposes only and shall not affect the meaning of this Contract.
2. Any telephone numbers and hyperlinks in this Contract are supplied to put the Provider on notice, such telephone numbers and hyperlinks existed at the time of this Contract's entry. It is the Provider's duty to stay abreast of any updates to such telephone numbers and hyperlinks without amending this Contract.
3. In this Contract "business days" refers to those days that are not weekends, do not fall under §110.117(1) - (2), F.S., or are administrative closures declared by the Governor. "Days," without modification, are calendar days.
4. The terms and conditions set forth in this Contract that conflict with PUR 1000 constitutes special contract conditions as contemplated by Rule 60A-1.002, Florida Administrative Code (F.A.C.).

F. Contract Composition

This Contract is composed of the documents listed in this section. In the event of any conflict between the documents, the documents shall be interpreted in the following order of precedence:

1. Standard Contract, including Standard Contract Definitions, located at: <https://www.myflfamilies.com/general-information/contracted-client-services/library>;
2. Incorporated Attachments and Exhibits;
3. Any documents incorporated into any attachment or exhibit by reference, or included as a subset thereof;
4. PUR 1000 Form, located at: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms; and
5. Any incorporated documents submitted by the Provider.

Notwithstanding the order of precedence indicated, for purchases based on a state term contract or an enterprise alternative contract source procured for state agency use by the Department of Management Services, the terms of the underlying state term contract or Department of Management Services enterprise alternative contract source agreement shall prevail over conflicting terms in other documents in the order of precedence, unless by the terms of that underlying state term contract or alternative contract source agreement the "Customer" is explicitly authorized to vary the terms to the State's detriment.

G. MyFloridaMarketPlace

Provider is required to register with MyFloridaMarketPlace.

II. STATEMENT OF WORK

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Unless otherwise provided in the procurement document or governing law, NWFHN reserves the right to increase or decrease the volume of services and to add tasks incidental or complimentary to the original scope of services.

Subject to the provisions of Section VII, part G of this contract, NWFHN has the sole right to assess and determine the completeness and acceptability of services, reports, and fiscal records according to the terms of this Contract.

A. Performance Measures

To avoid contract termination, the Provider's performance must meet the minimum acceptable level of performance set forth in this subcontract, regardless of any other performance measures in this Contract. During any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, NWFHN may delay or deny payment for deliverables and also apply financial consequences.

III. PAYMENT, INVOICE AND RELATED TERMS

NWFHN pays for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed this Contract Amount, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the NWFHN per Section III, part A of this contract and shall remain subject to subsequent audit or review to confirm contract compliance. NWFHN's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

A. Prompt Payment and Vendor Ombudsman

Per section 215.422, F.S., the NWFHN has five business days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract elsewhere specifies otherwise. NWFHN determination of acceptable services shall be conclusive. NWFHN receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. For any amount that is authorized for payment but is not available within 40 days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved (or within 35 days after the date eligibility for

payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

B. Invoices

The Provider shall submit invoices for payment, including any permitted travel expenses in this Contract, in accordance with section 287.058(1)(a)-(b), F.S. NWFHN will not pay any invoice for payment received more than 30 days after this Contract ends or is terminated. Any payment due may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by NWFHN.

C. Final Invoice

The final invoice for payment shall be submitted to NWFHN no more than **45** days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and NWFHN will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all reports due from the Provider and necessary adjustments thereto, have been approved by NWFHN.

D. Financial Consequences

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, NWFHN will apply, at a minimum, financial consequences under section 287.058(1)(h) and 215.971(1)(c), F.S., as well as those provided for in Section VI, part A of this contract. The foregoing does not limit NWFHN's use of additional financial consequences, including refusing to make payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent this Contract so provides, or termination of this Contract per Section VI, part B of this contract and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined erroneous, is immediately due as an overpayment in accordance with Section III, part F of this contract, to the extent of such error.

E. Overpayment and Offsets

The Provider shall return erroneous payments, overpayments, or payments disallowed by this Contract (including payments made for services subsequently determined by NWFHN to not be in full compliance with this Contract's requirements) or law, including interest at a rate established per section 55.03(1), F.S., within 40 days after discovery by the Provider, audit, or NWFHN. NWFHN may recover against such payments by deduction from subsequent payments under this or any other contract with the Provider, or any other lawful method. If this Contract involves federal or state financial assistance, the following applies: The Provider shall return to NWFHN unused funds, accrued interest earned, and unmatched grant funds, as detailed in the Final Financial Report, within 60 days of the

End Date.

IV. GENERAL TERMS AND CONDITIONS

A. Legal Compliance

1. The Provider shall comply with, and ensure its subcontractors, subgrantees, and others it arranges to provide deliverables comply with:
 - a. Applicable laws, rules, codes, ordinances, certifications, licensing requirements, and the Department's Children and Families Operating Procedures (CFOP);
 - b. Department of Financial Services' (DFS) "Reference Guide for State Expenditures" and active DFS Comptroller or Chief Financial Officer Memoranda. If this Contract is funded by state financial assistance, those funds may only be used for allowable costs between the Effective Date and the End Date. Absent NWFHN's authorization, unused state financial assistance funds must be returned to NWFHN;
 - c. Support for individuals with a disability or with limited English proficiency. The Provider and its subcontractors shall comply with CFOP 60-16, located at: <https://www.myflfamilies.com/resources/policies-procedures/cfo0:060-human-resources>, which includes completing the Civil Rights Compliance Checklist, (Form CF 946) within 30 days of the Effective Date and annually by the date specified in CFOP 60-16, thereafter;
 - d. For Nutritional Programs and Activities funded through the Department's Office of Economic Self-Sufficiency, the Provider and its subcontractors shall also comply with USDA Food & Nutrition Service Instruction FNS-113-1 to ensure civil rights compliance and prohibit discrimination in nutrition programs and activities;
 - e. Funds provided under this Contract for the purchase of or improvements to real property are contingent upon the Provider granting the State a security interest in the property at least to the amount of the State funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of funds for this purpose, if the Provider disposes of the property before the State's interest is vacated, the Provider shall refund the pro-rata share of the State's initial investment [(initial investment) x (length of time from purchase to disposal/the term of the security interest)]; and
 - f. If the Provider has one or more contracts for services with the Agency for Persons with Disabilities, or the Departments of Health, Elderly Affairs, or Veteran's Affairs, the Provider shall provide the following by Notice on each of those contracts:
 - i. The name of the issuing state agency and the applicable office or program;

- ii. Identifying name and number;
- iii. Starting and ending date;
- iv. Total dollar amount;
- v. Purpose and the types of services provided; and
- vi. Name and contact information for the state agencies' Contract Manager.

B. Certifications and Attestations

1. Common Carrier

If the Provider is a common carrier or any of its subcontractors are a common carrier, the Provider and/or its subcontractors must complete an attestation (PUR 1808) as required by §908.111, F.S. and Rule 60A-1.020, F.A.C. A violation of the attestation by the Provider or subcontractor shall be grounds for termination with cause. Extensions, amendments, and renewals are subject to the requirements of §908.111, F.S.

2. Foreign Countries of Concern Prohibition

If the Provider has access to an individual's Personal Identifying Information as defined in Rule 60A-1.020, F.A.C, and §501.171, F.S. the Provider and/or its subcontractors must complete an attestation (PUR 1355) as required by §287.138, F.S. and Rule 60A-1.020, F.A.C. A violation by the Provider or subcontractor shall be grounds for consequences as provided in §287.138, F.S. Extensions and renewals are subject to the requirements of §287.138, F.S.

3. Sudan, Iran, Cuba, Syria, and Israel Certifications

Where applicable, in compliance with §287.135(5), F.S., the Provider certifies the Provider is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and that it does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel.

4. Certification Regarding Lobbying

If this Contract contains Federal funding in excess of \$100,000, the Provider certifies clauses 4.2.4.1 - 4.2.4.3. If an Amendment to this contract causes the Federal funding to exceed \$100,000, the Provider must, prior to amendment execution, complete the Certification Regarding Lobbying form, and return it to the Contract Manager.

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

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Use of Funds for Lobbying Prohibited

Contract funds are not used for lobbying the Legislature, the judicial branch, or a State Agency. §11.062 and 216.347, F.S.

D. Use of Funds for Diversity, Equity, and Inclusion Prohibited

No State funding under this Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" (DEi). DEi is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

E. Coercion for Labor or Services Prohibited

In accordance with §787.06(13), F.S., under penalty of perjury, the Provider's duly authorized official and signatory hereof, declares the Provider does not use coercion for labor or services as those terms are defined in §787.06(2), F.S.

F. Independent Contractor, Subcontracting and Assignments

1. In performing its obligations under this Contract, the Provider is an independent contractor and not an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. The Provider, its agents, employees, subcontractors, or assignees shall not represent to others they are agents of or have the authority to bind by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to State retirement, leave benefits

or any other benefits of State employees due to performing the duties or obligations of this Contract.

2. NWFHN will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by NWFHN in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees are the sole responsibility of the Provider and its subcontractors. No joint employment is intended and regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone are responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.
3. The Provider shall not assign its responsibilities under this Contract to another party, in whole or in part, without prior written approval of NWFHN. Such assignment occurring without prior approval of NWFHN shall be null and void.

G. Additional Terms if Subcontracting is Permitted

1. The Provider cannot subcontract for any of the work contemplated under this Contract without NWFHN's prior written approval. The Provider shall take all actions necessary to ensure each subcontractor of the Provider is an independent contractor and not an officer, employee, or agent of the State of Florida.
2. The Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees neither NWFHN nor the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.
3. The Provider shall include the substance of all clauses contained in this Contract relevant to subcontractor compliance in all subcontracts and any sub-subcontracts.

H. Indemnity

1. This is the sole term covering indemnification. No other indemnification clause applies to this Contract. The Provider shall indemnify NWFHN and the Department, where indemnification is not limited by law, as follows:
 - a. **Personal Injury and Damage to Real or Tangible Personal Property**

The Provider shall be fully liable for, and fully indemnify, defend, and hold harmless the State, the Department, NWFHN and their officers, agents, and employees, from any suits, actions, damages, attorneys' fees, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property allegedly caused in whole or in part by the Provider, provided however, the Provider need not indemnify, defend and hold harmless NWFHN, the State or the Department for that portion of any loss or damages

proximately caused by the negligent act or omission of NWFHN, the State, the Department, and their officers, agents, and employees. However, should conflict arise between the terms of this agreement and §§39.011, 394.9085, and 409.993, F.S., these statutory provisions control.

b. Intellectual Property Liability

The Provider shall fully indemnify, defend, and hold harmless NWFHN, the State, the Department, and their officers, agents, and employees from any suits, actions, damages, attorney's fees, and costs of every name and description, arising from or relating to violation or infringement of a trademark, copyright, patent, trade dress, trade secret or other intellectual property right. This intellectual property liability indemnification obligation will not apply to NWFHN and the Department's misuse or modification of the Provider's products or NWFHN or the Department's operation or use of the Provider's products in a manner not contemplated by this Contract. If any product is the subject of an infringement suit, or in the Provider's opinion, is likely to become the subject of such a suit, the Provider shall, at its sole expense, procure for NWFHN and the Department the right to continue using the product or to modify it to become non-infringing. If the Provider is not reasonably able to modify or otherwise secure NWFHN and the Department the right to continue using the product, the Provider shall remove the product and refund NWFHN and the Department the amounts paid more than a reasonable rental for past use. NWFHN, the State and the Department will not be liable for any royalties, or licensing fees, not included in this Contract.

c. Actions Related to this Contract

The Provider shall fully indemnify, defend, and hold harmless NWFHN, the State and the Department, and their officers, employees, and agents from any suits, actions, damages, fines, claims, assessments, attorney's fees, and costs of every name and description, arising from or relating to any acts, actions, breaches, neglect, or omissions of the Provider related to this Contract, as well as for any determination arising out of or relating to this Contract that the Provider is not an independent contractor vis-a-vis NWFHN and the Department.

2. Subcontracts

The Provider shall include in all subcontracts and ensure all resulting contracts include the requirement that such resulting contractors indemnify, defend, and hold harmless NWFHN, the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, arising from or relating to any alleged act or omission by subcontractors, their officers, employees, agents, partners, subcontractors, assignees, or delegees alleged caused in whole or in part by contracted entities, their agents, employees, partners or subcontractors; provided, however, that contracted entities will not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of NWFHN or the Department. The Provider shall indemnify, defend, and hold harmless NWFHN, the State and the Department from the consequences of such a breach.

3. The indemnification requirement in Section IV, part H in this contract does not apply if the Provider is a governmental entity, prohibited by law, or constrained by lack of legal authority, from indemnifying NWFHN, the State, the Department, or other party. In such instances, the Provider remains liable for the Provider's own actions to the extent such liability exists in the absence of the legally impermissible indemnification.
4. Nothing in this Contract constitutes a waiver of sovereign immunity or consent by NWFHN, the Department, or the State, or its subdivisions to suit by third parties or an agreement by NWFHN, the Department, the State, or its subdivisions to indemnify any person.

I. Insurance

1. Workers' Compensation Insurance (WCI)

To the extent and degree required by law, the Provider shall self-insure or maintain WCI covering its employees connected with the services provided hereby. The Provider shall require subcontractors provide WCI for its employees absent coverage by the Provider's WCI.

2. General Liability Insurance

The Provider shall secure and maintain, and ensure subcontractors secure and maintain, Commercial General Liability Insurance, including bodily injury, property damage, personal and advertising injury, and products and completed operations, in accordance with § 409.993, F.S. This insurance will provide coverage for all claims that may arise from the services completed under this Contract, whether such services are by the Provider or anyone employed by it. Such insurance shall include NWFHN and the State as an additional insured for the entire length of this Contract. The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider, NWFHN and the State under this Contract.

The Provider shall secure and maintain continuous adequate non-owned automobile liability coverage in accordance with § 409.993, F.S.

3. Cyber/Network Security and Privacy Liability Insurance

The Provider will, for itself if providing Cyber/Network solutions or handling confidential information, secure and maintain, and ensure any subcontractor providing Cyber/Network solutions or handling confidential information, secure and maintain liability insurance, written on an occurrence basis, covering civil, regulatory, and statutory damages; contractual damages; data breach management exposure; and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information with minimum limits. The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider, NWFHN and the State under this Contract.

4. Authorized Insurers and Documentation

All insurance policies will be with insurers authorized, and through insurance agents licensed, to transact business in the State, as required by chapter 624, F.S., or upon approval of the NWFHN and Department with a commercial self-insurance trust fund authorized under §624.462, F.S. The Provider shall provide thirty (30) calendar days written notice of cancellation of any insurance required by Section IV part I of this contract to NWFHN. The Provider shall submit certificates of insurance coverage, or other evidence of insurance coverage acceptable to NWFHN, prior to this Contract execution, and provide NWFHN ten (10) days prior Notice of any cancellation or nonrenewal.

J. Notice of Legal Actions

The Provider shall Notice NWFHN within ten (10) days after becoming aware of potential legal actions or immediately upon notice of actual legal actions against the Provider related to services provided by this Contract, that may impact deliverables or NWFHN.

K. Intellectual Property

1. Intellectual property rights to all property created or otherwise developed as part of this Contract by the Provider (either directly or through a subcontractor) for NWFHN and the Department as a work made for hire will be owned by the State. The Provider's title to intellectual property not developed as a work made for hire is unaffected. If software is being created as a work for hire the Provider shall deliver to NWFHN and the Department at no additional cost the decompiled source code, data libraries, manuals, documentation, and any other data or material necessary for the software to function as intended and be replicated and modified. If software or other intellectual property is not a work for hire, but is developed through performance of services under this Contract, the State of Florida is granted a perpetual, non-exclusive, non-assignable, royalty-free license to use, copy and modify such intellectual property for state business by any of the State of Florida's departments, subdivisions, or agents.
2. A thing capable of being trademarked developed in anticipation, or as a result, of this Contract will be trademarked by or on behalf of NWFHN and the Department. Only after NWFHN and the Department declines, by Notice, to hold such trademark, may the Provider trademark such a thing in its own name.
3. Any website developed in anticipation, or as a result, of this Contract will be placed in a domain of NWFHN and the Department's choice, copyrighted in NWFHN and the Department's name. Only if NWFHN and the Department declines, by Notice, such placement or copyright, may the Provider copyright such a thing in its own name.
4. Any inventions or discoveries developed during or as a result of services performed under this Contract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the State. The Provider shall inform NWFHN of any inventions or discoveries developed or made in connection with this Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State will be the sole owner of all patents

resulting from any invention or discovery made in connection with this Contract.

5. The Provider shall notify NWFHN of any intellectual property developed in connection with this Contract.
6. If the Provider is a member of the State University System, the Department's intellectual property rights under Section IV part K of this contract, will be a fully paid up, perpetual, royalty-free license, including the ability to modify and access to resources unique to the Provider necessary to modify (for software, a decompiled version of the source code).

L. Transition Activities

When services that are the subject of the Contract continue through another provider, or NWFHN, after the End Date, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider, or NWFHN. This includes the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider, or NWFHN, no later than the End Date and shall support the requirements for transition specified in a NWFHN- approved Transition Plan, which the Provider shall develop in consultation with NWFHN.

M. Publicity

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

N. Sponsorship

As required by §286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name), NWFH 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 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.

O. Employee Gifts

The Provider agrees that it will not offer to give or give any gift to any NWFHN or Department employee during the performance period of this Contract and for a period of

two years thereafter. In addition to any other remedies available to NWFHN and/or the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

P. Mandatory Reporting Requirements

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows:

1. A reportable incident is defined in CFOP 180-4.
2. Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Department's Office of Inspector General and the Contract Manager.
3. Other reportable incidents shall be reported to the Department's Office of Inspector General within two business days of discovery through the Internet at: <https://www.myflfamilies.com/about/additional-services-offices/office-inspector-general/investigations/inspector-general> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at: IG.Complaints@myflfamilies.com. NWFHN and the Provider shall mail or fax the completed forms to the Office of Inspector General, 2415 North Monroe Street, Suite 400, Tallahassee, Florida, 32303-4190; or (850) 488-1428.

Q. Employment Screening

1. As described in CFOP 60-25, Chapter 2 (implementing §110.1127, F.S.), as a condition of initial and continued employment, the Provider shall ensure all staff, whether employees or independent contractors, are screened by the Department in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards in §§435.04, 110.1127, and 39.001(2), F.S., including:
 - a. Employment history checks
 - b. Fingerprinting for all criminal record checks;
 - c. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);
 - d. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement;
 - e. Security background investigation, which may include criminal record checks by

local law enforcement agencies; and

- f. Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435, F.S., and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.
2. The Provider shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits will be signed more than 13 months apart) for the term of this Contract stating that all required staff have been screened or the Provider is awaiting the results of screening.
3. The Department requires the use of the Office of Inspector General's Request for Reference Check (Form CF 774), stating: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families (Department) or employed with a Contract or Subcontract Provider, a check with the Office of Inspector General (OIG) is required to determine if the individual is or has been the subject of an investigation with the OIG. The request will only be made on the individual that is being recommended to be hired for the position, if that individual has previously worked for NWFHN, the Department or a Contract or Subcontract Provider, or if that individual is being promoted, transferred, or demoted within NWFHN, the Department or Contract or Subcontract Provider."
4. The Provider will pay the cost (and ensure its subcontractors pay the cost) of background screening for their respective employees, foster and adoptive parents, and relative and non-relative caregivers providing care for children for placements they have initiated. The Provider is responsible for ensuring employees, including subcontracted providers, are of good moral character and appropriately background screened as required by § 39.001(2), F.S. Background screening shall include, but not be limited to, fingerprinting for State and Federal criminal records checks through the Florida Department of Law Enforcement (FDLE) and Federal Bureau of Investigation (FBI), and local criminal history checks through local law enforcement agencies. The Provider will be responsible for ensuring all volunteers and mentors within the Provider's service area who are working within the system of care under the direct control of the Provider, including subcontracted providers and purchase of service direct care providers, are appropriately background screened. Volunteer is defined as any individual who assists for more than 10 hours per month or any individual who assists on an intermittent basis for less than 10 hours per month but is not in the line of sight of a person who meets the screening requirements of this section. NWFHN is responsible for establishing local protocols for background screening of informal safety plan providers as a result of safety plan modifications after case transfer. Criminal history checks of informal safety plan providers are limited to state and local records which do not require fingerprints.

R. Human Subject Research

Any human subject research under this Contract within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §289, et seq. may not

commence until after review and approval by a duly constituted Institutional Review Board.

V. RECORDS, AUDITS AND DATA SECURITY

A. Records, Retention, Audits, Inspections and Investigations

1. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by NWFHN under this Contract. Upon demand, at no additional cost to NWFHN and the Department, the Provider shall facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section V, part A, subsection 2 of this contract. 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 and/or the Department.
2. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for six years after completion of this Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum six years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to NWFHN and the Department.
3. At all reasonable times for as long as records are maintained, persons duly authorized by NWFHN, the Department and Federal auditors, pursuant to 2 CFR §200.337, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of their form.
4. A financial and compliance audit shall be provided to NWFHN as specified in this Contract.
5. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.).
6. The Provider shall not withhold any record or attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

B. The Provider's Confidential Information

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

- a. The Provider must clearly label any portion of the documents, data, or records submitted it considers confidential pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts authorizing exemption of the information from public disclosure. If different statutes or facts are claimed applicable to different portions of the information, the Provider shall include information correlating the nature of the claims to the particular information.
 - b. NWFHN, when required to comply with a public records request including documents submitted by the Provider, may require the Provider expeditiously submit redacted copies of documents marked as trade secret, in accordance with Section V, part A, subsection 1-a of this contract. Accompanying the submission shall be an updated version of the justification under Section V, part A, subsection 1-a of this contract, corresponding specifically to redacted information, either confirming the statutory and factual basis originally asserted remains unchanged or indicating any changes affecting the basis for the asserted exemption from public • inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions claimed trade secret. If the Provider fails to promptly submit a redacted copy, NWFHN is authorized to produce the records sought without any redaction of trade secret information.
2. The Provider shall be responsible for defending its claims that every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

C. Health Insurance Portability and Accountability Act (HIPAA)

Should this Contract involve Provider access to protected health information (PHI) the Provider shall be a "Business Associate" limited to the following permissible uses and disclosures. Reference to a section in the HIPAA Rules means the section as in effect or as amended. The Provider shall assist NWFHN in amending this Contract to maintain compliance with HIPAA Rules and any other applicable law requirements. Any ambiguity in Section 5 part C of this contract will be interpreted to permit compliance with the HIPAA Rules. Within the Department, the Human Resources Manager for Civil Rights has been designated the HIPAA Privacy Officer.

1. Catch-all Definitions

The following terms as used in 5.3 have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Unsecured Protected Health Information, and Use.

D. Specific Definitions for Health Insurance Portability and Accountability Act (HIPAA)

- a. "Business Associate" has the same meaning as the term "business associate" at

45 CFR §160.103.

- b. "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR §160.103, and for purposes of this Contract includes the NWFHN and the Department.
- c. "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.
- d. "Subcontractor" has the same meaning as the term "subcontractor" at 45 CFR §160.103 and includes individuals to whom a Business Associate delegates a function, activity, or service, other than as a member of the workforce of such Business Associate.

2. Obligations and Activities of the Provider

The Provider shall:

- a. Not use or disclose PHI except as permitted or required in by Section 5 part C of this contract or law;
- b. Use the appropriate administrative safeguards in 45 CFR §164.308, physical safeguards in 45 CFR §164.310, and technical safeguards in 45 CFR §164.312; including policies and procedures regarding the protection of PHI in 45 CFR §164.316 and the provisions of training on such policies and procedures to applicable employees, independent providers, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI Provider may create, receive, maintain or transmit on NWFHN's behalf;
- c. Acknowledge that the foregoing safeguards, policies and procedures requirements apply to the Provider in the same manner as such requirements apply to the NWFHN; and the Provider and Subcontractors are directly liable under the civil and criminal enforcement provisions of §§13409 and 13410 of the HITECH Act, 45 CFR §§164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and resulting U.S. Health and Human Services (HHS) guidance thereon;
- d. Report to the NWFHN and the Department any use or disclosure of PHI not permitted by 5.3, including breaches of unsecured PHI as required at 45 CFR §164.410, and any security incident;
- e. Notify the Department's HIPAA Security Officer, HIPAA Privacy Officer, and Contract Manager within 120 hours after finding a breach or potential breach of personal and confidential data of the Department; and
- f. Notify the Department's HIPAA Privacy Officer and Contract Manager within 24 hours of HHS notification of any investigations, compliance reviews, or inquiries concerning violations of HIPAA;

- g. Provide additional information requested by NWFHN or the Department for investigation of or response to a breach;
 - h. Provide at no cost: Notice to affected parties within 30 days of determination of any potential breach of personal or confidential data of NWFHN and the Department (§501.171, F.S.); implementation of NWFHN and the Department's prescribed measures to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data of NWFHN and the Department; and, immediate actions limiting or avoiding recurrence of any breach or potential breach and any actions required by applicable federal and state laws and regulations regardless of NWFHN or the Department's actions;
 - i. In accord with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), as applicable, ensure all entities creating, receiving, maintaining, or transmitting PHI on the Provider's behalf are bound to the same restrictions, conditions, and requirements as the Provider by written contract or other written agreement meeting the applicable requirements of 45 CFR §164.504(e)(2) that the entity will appropriately safeguard the PHI. For prior contracts or other arrangements, the Provider shall provide written certification its implementation complies with 45 CFR §164.532(d);
 - j. Make PHI available in a designated record set to the Department as necessary to satisfy the Department's 45 CFR §164.524 obligations;
 - k. Make any amendment to PHI in a designated record set as directed or agreed to by the Department per 45 CFR §164.526, or take other measures as necessary to satisfy the Department's 45 CFR §164.526 obligations;
 - l. Maintain and make available the information required to provide an accounting of disclosures to a covered entity as needed to satisfy the Department's 45 CFR §164.528 obligations;
 - m. To the extent the Provider carries any obligation under 45 CFR Subpart E, comply with the requirements of Subpart E that apply to the Department in the performance of that obligation; and
 - n. Make internal practices, books, and records available to HHS for determining HIPAA rule compliance.
3. Provider and its Subcontractors may only use or disclose PHI as listed below:
- a. To perform obligations under C. Health Insurance Portability and Accountability Act (HIPAA);
 - b. For archival purposes;
 - c. If necessary, for (a) proper management and administration or (b) to carry out legal responsibilities;

- d. To disclose only if the disclosure is required by law; or (a) reasonable assurances are obtained from the disclosee that PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed, and (b) the disclosee agrees to notify the Provider of any instances in which the confidentiality and security of PHI has been breached;
- e. To aggregate with PHI of other covered entities in its possession through its capacity as a Business Associate of such covered entities only to provide Department data analyses relating to Department health care operations (as defined in 45 C.F.R. §164.501);
- f. To conform with 45 CFR §164.514(b) in de-identifying PHI; or
- g. To follow marketing, fundraising and research guidance in 45 CFR §164.501, 45 CFR §164.508 and 45 CFR §164.514.

4. Department Notifications Affecting Provider Disclosure of PHI

The Department will notify the Provider, to the extent it may affect Provider's use or disclosure of PHI: of 45 CFR §164.520 limitations in the Notice of Privacy Practices; of changes in, or revocation of, an individual's permission to use or disclose PHI; or of any restriction on the use or disclosure of PHI information the Department has agreed to or is required to abide by under 45 CFR §164.522.

5. Termination Regarding PHI

a. Termination for Cause

Upon NWFHN or the Department's knowledge of a material breach of the Provider's duties under Section 5 part C of this contract, NWFHN and the Department may: (a) Provide the Provider opportunity to cure the breach within the Department's specified timeframe; (b) Immediately terminate Contract or discontinue access to PHI; or (c) If termination or cure are not feasible, the Department will report the breach to the Secretary of HHS.

b. Provider Obligations Upon Termination

Upon termination, the Provider, with respect to PHI received from the Department, or created, maintained, or received on behalf of the Department, will: (a) retain only PHI necessary to continue proper management and administration or to carry out legal responsibilities; (b) return PHI not addressed in (a) to the Department, or its designee; (c) upon the Department's permission, destroy PHI the Provider maintains in any form; (d) continue to use appropriate safeguards and comply with Subpart C of 45 CFR 164 with respect to electronic PHI to prevent use or disclosure of PHI, other than as provided for in (a) for retained PHI; (e) not use or disclose retained PHI other than for purposes for which PHI was retained and subject to the same conditions which applied prior to termination; and (f) comply with (b) and (c) when retained PHI is no longer needed under (a).

- c. Obligations under b. Provider Obligations Upon Termination.

E. Information Security

The Provider shall comply, and be responsible for ensuring subcontractors' compliance as if they were the Provider, with the following information security requirements whenever the Provider or its subcontractors have access to NWFHN and/or the Department's information systems or maintains any client or other confidential information in electronic form.

1. The Provider shall designate an Information Security Officer competent to liaise with NWFHN staff on security matters and maintain an appropriate level of information security for NWFHN and/or the Department's information systems, or any client or other confidential information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to NWFHN's and/or Departmental information systems or any client or other confidential information. The Information Security Officer will ensure any access to NWFHN and/or the Department's information systems or any client or other confidential information is removed immediately upon such access no longer being required for the Provider's performance under this Contract.
2. The Provider shall provide the Department's latest security awareness training to all persons prior to granting access to NWFHN and/or the Department's information systems or any client or other confidential information. The Provider shall require all persons granted access to comply with, and be provided a copy of CFOP 50-2, and will sign the Department's Security Agreement (Form CF 0112) annually.
3. The Provider shall prevent unauthorized disclosure or access, from or to NWFHN and/or the Department's information systems or client or other confidential information. Client or other confidential information on systems and network capable devices will be encrypted per CFOP 50-2.
4. The Provider shall notify the Contract Manager within 120 hours, following the determination of any potential or actual unauthorized disclosure or access to NWFHN and/or the Department's information systems or to any client or other confidential information.
5. The Provider shall, at its own cost, comply with §501.171, F.S. The Provider shall also, at its own cost, implement measures deemed appropriate by NWFHN and/or the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to NWFHN and/or the Department's information systems or to any client or other confidential information.
6. The Provider's confidentiality procedures shall be at least as protective as the most recent version of the Department's security policies and comply with any applicable professional confidentiality standards.

F. Public Records

1. The Provider shall allow public access to all documents, papers, letters, or other public records as defined in §119.011(12), F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. Should the Provider fail to comply with this provision NWFHN may unilaterally terminate this Contract.
2. As required by §119.0701, F.S., to the extent the Provider is acting on behalf of NWFHN and/or the Department the Provider shall:
 - a. Maintain public records that ordinarily and necessarily would be required by NWFHN and/or the Department to perform the service.
 - b. Upon request from the NWFHN and/or the Department's custodian of public records, provide to NWFHN and/or the Department a copy of requested records or allow the records inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.
 - c. Ensure public records exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law during this Contract term and following completion of this Contract if the Provider does not transfer the records to NWFHN and/or the Department.
 - d. Upon completion of this Contract, transfer, at no cost, to NWFHN and/or the Department all public records in possession of the Provider or keep and maintain public records required by NWFHN and/or the Department to perform the service. If the Provider transfers all public records to NWFHN and/or the Department upon completion of this Contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of this Contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to NWFHN and/or the Department, upon request from NWFHN and/or the Department's custodian of public records, in a format compatible with the information technology systems of NWFHN and/or the Department.
3. If the Provider has questions regarding the application of Chapter 119, F.S., to the Provider's duty to provide public records relating to this contract, contact the custodian of public records at 850-487-1111, or by e-mail at DCFCustodian@myflfamilies.com, or by mail at: Department of Children and Families, 2415 North Monroe Street, Tallahassee, FL 32303.

VI. INSPECTIONS, PENALTIES, AND TERMINATION

A. Financial Penalties for Failure to Take Corrective Action

1. In accordance with the provisions of §402.73(1), F.S., and Rule 65-29.001, F.A.C.,

should NWFHN require a corrective action to address noncompliance under this Contract, incremental penalties listed in Section VI, part A, subsection 2 through 3 of this contract shall be imposed for the Provider's failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from NWFHN to complete corrective action but shall not exceed 10% of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict NWFHN's application of any other remedy available to it under law or this Contract.

2. The increments of penalty imposition that shall 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 plan, in accordance with the following standards.
 - a. Noncompliance that is determined by NWFHN to have a direct effect on client health and safety shall result in the imposition of a 10% penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
 - b. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a 5% penalty.
 - c. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a 2% penalty.
3. The deadline for payment shall be as stated in NWFHN order imposing the financial penalties. In the event of nonpayment NWFHN may deduct the amount of the penalty from invoices submitted by the Provider.

B. Termination

1. NWFHN may terminate this Contract without cause upon no less than 30 days' Notice in writing to the Provider unless another time is mutually agreed upon in writing.
2. The Provider may terminate this Contract upon no less than 120 days' Notice to NWFHN unless another time is mutually agreed upon in writing.
3. In the event funds for payment pursuant to this Contract become unavailable, NWFHN may terminate this Contract upon no less than 24 hours' Notice in writing to the Provider. NWFHN is the final authority as to the availability and adequacy of funds.
4. In the event the Provider fails to fully comply with the terms and conditions of this Contract, NWFHN may terminate this Contract upon no less than 24 hours' Notice to the Provider, excluding Saturday, Sunday, and Holidays. Such Notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, Notice of termination will be issued after

- the Provider's failure to fully cure such noncompliance within the time specified in a Notice of noncompliance issued by NWFHN specifying the nature of the noncompliance and the actions required to cure such noncompliance. NWFHN's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. NWFHN's waiver of any one breach of any provision of this Contract is not a waiver of any other breach and neither event is a modification of the terms and conditions of this Contract. Section VI part B of this contract does not limit NWFHN's right to legal or equitable remedies.
5. Failure to have performed any contractual obligations under any other contract with NWFHN in a manner satisfactory to NWFHN will be a sufficient cause for termination. Termination shall be upon no less than 24 hours' Notice to the Provider and only if the Provider:
 - a. Previously failed to satisfactorily perform in a contract with NWFHN, was notified by NWFHN of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of NWFHN; or
 - b. Had any other contract terminated by NWFHN for cause.
 6. In the event of termination under Section VI part B subsection 1 or subsection 3 of this contract, the Provider shall be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.
 7. If this Contract is for an amount of \$1 million or more, NWFHN may terminate this Contract at any time the Provider is found to have falsely certified under §287.135, F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this Contract, NWFHN may terminate this Contract at any time the Provider is found to have been engaged in business operations in Cuba or Syria, placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

VII. OTHER TERMS

A. Governing Law and Venue

This Contract is entered into in the State of Florida and is construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. State Courts of competent jurisdiction in Florida have exclusive jurisdiction in any action regarding this Contract and venue is in Leon County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts.

B. No Other Terms

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract supersedes all previous communications, representations, or agreements, either verbal or written between the parties. This Contract does not include

any resulting invoice, website, "click through", online, or other agreement absent specific reference in this Contract and then only the version extant the date of the first Contract signature.

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

C. Interpretation, Severability of Terms

Contract terms are not more strictly construed against any party. If a term is struck by a court, the balance is voidable only by NWFHN.

D. Survival of Terms

Absent a provision expressly stating otherwise, provisions concerning obligations of the Provider and remedies available to NWFHN survive the End Date. The Provider's performance pursuant to such surviving provisions is without further payment.

E. Compliance with Statutes, Rules and Regulations

In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all state and federal laws, rules and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, that affect the subject areas of the Contract, whether or not explicitly referenced herein. Provider acknowledges that it is independently responsible for investigating and complying with all state and federal laws, rules and regulations relating to its performance under this Contract and that the below is only a sample of the state and federal laws, rules and regulations that may govern its performance under this Contract.

Any policies and procedures implemented by Provider must meet or exceed the standards set by applicable State and Federal laws, rules and regulations including but not limited to, Children and Family Operating Procedures (CFOPs), DCF Guidance Documents, and other regulations relating to performance under this Contract. NWFHN will be the final arbiter, subject to dispute resolution processes implemented by this contract, of whether a policy meets or exceeds proper standards. Such policies and procedures must be made available to NWFHN upon request.

F. Modifications

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

G. Dispute Resolution

Any dispute concerning performance of this Contract or payment hereunder shall be

decided by NWFHN, which shall reduce the decision to writing and provide a copy to the Provider. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of NWFHN's decision, the Provider delivers to the NWFHN Contract Manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution NWFHN and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any agreed-upon dispute resolution procedures or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties' rights of termination under Section 34 hereof. All notices provided under this Section shall be in writing on paper, physically sent to the official contact person under Section 7 by U.S. Postal Service or any other delivery service that provides verification of delivery or by hand delivery.

H. Related Party Transactions and Conflict of Interest

The Provider shall establish uniform and consistent policies to address procurement requirements for any related party transactions which include, at a minimum, the prohibition of any conflicts of interest among the Provider, its staff, its Board of Directors, and its subcontractors.

The Provider may subcontract for services, excluding subcontracts with a related party for officer-level or director-level staffing to perform management functions, unless specifically prohibited in this contract. Contracts with unrelated entities for officer-level or director-level staffing to perform management functions must adhere to the administrative employee provision in §409.992, F.S. The Provider is not required to obtain subcontract approval as required under Section IV, part G, subsection 1 of this contract. unless any of the following conditions apply:

1. The person or entity is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity within the last five years;
2. The person or entity is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on his or her ability to provide services to vulnerable populations, including, but not limited to, abused or neglected children, or which adversely reflects his or her ability to properly handle public funds;
3. The person or entity is currently involved, or has been involved within the last five years, with any litigation, regardless of whether as a plaintiff or defendant, which might pose a conflict of interest to performing work for NWFHN and/or the Department, the state or its subdivisions, or a federal entity providing funds to the Department;
4. The person or entity has had a contract terminated by a governmental entity for a

failure to satisfactorily perform or for cause; or

5. The person or entity has failed to implement a corrective action plan approved by NWFHN and/or the Department or any other governmental entity, after having received due notice.

By its representative's signature on this Contract, Provider certifies it has disclosed in writing to NWFHN any actual or potential matters requiring written notice, or any actual or potential conflict of interest that exists at the time of entry into this Contract. The Provider shall annually thereafter make this certification as to the prior year. Failure to truthfully and accurately make such certification is a material breach of this Contract by Provider. In addition, damages for breach of any of the terms of Section VII part I of this contract cannot be adequately calculated, therefore, in addition to any remedies for material breach, the Contract's administrative funds shall be reduced by the value of the undisclosed contract or contracts. NWFHN retains all remedies including termination.

I. Third Parties

This Contract shall not be construed as providing any enforceable right to any third party.

J. Anticompetitive Agreements

The Provider shall not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to NWFHN or a provider of services to NWFHN.

K. Unauthorized Aliens

1. Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by NWFHN for violation of §274A of the Immigration and Nationality Act. The Provider and its subcontractors will enroll in and use the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employees assigned to this Contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during this Contract term to perform work pursuant to this Contract within the United States and its territories.
2. The Provider represents and warrants that no part of the funding under this Contract will be used in violation of any federal or state law, including, but not limited to, 8 U.S.C. §1324 or 8 U.S.C. §1325, or to aid or abet another in violating federal or state law. The Department may terminate this Contract at any time if the Provider violates, or aids or abets another in violating, any state or federal law.

L. Public Entity Crime and Discriminatory Contractors

Pursuant to §§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, the prohibition on persons or affiliates placed on the convicted vendor list is limited to business in excess of the threshold amount provided in §287.017, F.S., for CATEGORY TWO for 36 months from the date of being placed on the convicted vendor list.

M. PRIDE

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under chapter 946, F.S., in the same manner and under the same procedures set forth in §§946.515(2) and (4), F.S.; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

N. Continuing Oversight Teams

The Provider shall comply with the provisions of §287.057(26), F.S., as applicable, establishing and governing conduct of Continuing Oversight Teams for contracts of \$5 million or more.

O. Major Disasters and Emergencies

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, NWFHN and/or the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through NWFHN and/or the Department with payment subject to FEMA approval and reimbursement.

P. Federal Whistleblower Requirements

Pursuant to §11(c) of the OSH Act of 1970 (29 USC §660(c)) and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act are located at: <http://www.whistleblowers.gov>.

Q. Post-Award Notice Dissemination

If the Provider receives federal or state financial assistance, the Provider will receive a Post-Award Notice (PAN) from NWFHN, which will contain information required to meet NWFHN's obligations in accordance with 2 CFR Part 200, §215.97 F.S., and Rule 691-5,

F.A.C. Providers with subrecipients receiving federal or state financial assistance are required to derive from the PAN information required by the regulations cited in this clause, and properly disseminate to subrecipients of federal and state financial assistance funds. This requirement follows federal and state financial assistance to subrecipients at every tier.

R. Recycled Products

The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with §403.7065, F.S.

S. Miscellaneous

1. Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication, in writing, except for notices of termination per Section 34, such communication includes email, and attachments are deemed received when the email is received.
2. NWFHN is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, NWFHN has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of NWFHN's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.
3. The Department of Economic Opportunity and Workforce Florida: The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. NWFHN and the Department encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.
4. Transitioning Young Adults: The Provider understands the Department's interest in assisting young adults aging out of the dependency system. NWFHN and the Department encourages Provider participation with the local Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

VIII. FEDERAL FUNDS APPLICABILITY

The following applies if Federal Funds are used to fund this Contract.

A. Federal Law

1. Provider shall comply with Federal law and regulations including 2 CFR, Part 200, and other applicable regulations.
2. If this Contract contains \$10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by

Executive Order 11375 and others, and as supplemented in 41 CFR, Part 60 if applicable.

3. If this Contract contains over \$150,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. §7401 et seq.), §508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to NWFHN.
4. If this Contract provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. §6081 et seq). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.
5. If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR §180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 implementing Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
6. If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine if its subcontracts are being awarded to a "contractor" or a "subrecipient," as those terms are defined in 2 CFR, Part 200. If a Provider's subcontractor is determined a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

7. Drug Free Workplace

If the Provider is a subrecipient or pass-through entity of federal funds originating from HHS, the Provider must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the governmentwide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IX. CLIENT SERVICES APPLICABILITY

The following applies if the box for Client Services is checked in the header on page 1.

A. Client Risk Prevention

If services to clients are provided under this Contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable

situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall also comply with NWFHN OP 800-805, *Incident Reporting and Client Risk Prevention* in the manner prescribed in such operating procedure. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number 1-800-96ABUSE (1-800-962- 2873). As required by chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

B. Emergency Preparedness Plan

If the tasks performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within 30 days of the execution of this Contract, submit to the Contract Manager an emergency preparedness plan which includes provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan allowing the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For disaster planning, the term "supervision" includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting. No later than twelve months following NWFHN's original acceptance of a plan and every 12 months thereafter, the Provider shall submit a written certification it has reviewed its plan, along with any modifications to the plan, or a statement no modifications were found necessary. NWFHN agrees to respond in writing within 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 to assume implementation of agreed emergency relief provisions.

C. Confidential Client and Other Information

The Provider shall maintain the confidentiality of all confidential data, files, and records related to deliverables and comply with all state and federal laws, including, §§471(a)(8) of the Social Security Act, 106(b)(2)(B) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602, 2 CFR §200.303, 2 CFR §200.337, 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §§431.300-306, and 45 CFR §205. Summaries 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.

X. PROPERTY

- A. The following only applies to this Contract if funded by state financial assistance.
- B. The word "property" in this section means equipment, fixtures, and other property of a nonconsumable and nonexpendable nature, the original acquisition cost or estimated fair market value of which is \$5,000 or more and the normal expected life of which is one year or more. This definition also includes hardback-covered bound books circulated to students or the general public, the original acquisition cost or estimated fair market value of which is \$25 or more, hardback-covered bound books, the cost or value of which is \$250 or more, and all computers. Each item of property which it is practicable to identify by marking will be marked in the manner required by the Auditor General. Each custodian will maintain an adequate record of property in his or her custody, which record will contain

such information as will be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian will take an inventory of property in his or her custody. The inventory will be compared with the property record, and all discrepancies will be traced and reconciled. All publicly supported libraries will be exempt from marking hardback-covered bound books, as required by this section. The catalog and inventory control records maintained by each publicly supported library is the property record of hardback-covered bound books with a value or cost of \$25 or more included in each publicly supported library collection and is a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing will be traced and reconciled, and the library inventory shall be adjusted accordingly.

- C. If any property is purchased by the Provider with funds provided by this Contract, the Provider will inventory all nonexpendable property including all computers. A copy of the inventory will be submitted to NWFHN along with the expenditure report for the period in which it was purchased. At least annually the Provider will submit a complete inventory of all such property to NWFHN whether new purchases have been made or not.
- D. The inventory will include: the identification number; year and/or model, a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the Vehicle Identification Number (VIN) and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost.
- E. The Contract Manager must provide disposition instructions to the Provider prior to the End Date. The Provider cannot dispose of any property reverting to NWFHN without the Contract Manager's approval. The Provider will furnish a closeout inventory no later than 30 days before the completion or termination of this Contract. The closeout inventory will include all nonexpendable property including all computers purchased by the Provider. The closeout inventory will contain the same information required by the annual inventory.
- F. The Provider hereby agrees all inventories required by this Contract will be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value will be agreed upon by both the Provider and NWFHN and will be used in place of the original acquisition cost.
- G. Title (ownership) to and possession of all property purchased by the Provider pursuant to this Contract vests in NWFHN upon completion or termination of this Contract. During the term of this Contract, the Provider is responsible for insuring all property purchased by or transferred to the Provider is in good working order. The Provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Provider is responsible for repaying to NWFHN, the replacement cost of any property inventoried and not transferred to NWFHN upon completion or termination of this Contract. When property transfers from the Provider to NWFHN, the Provider is responsible for paying for the title transfer.
- H. If the Provider replaces or disposes of property purchased by the Provider pursuant to this

Contract, the Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Provider's annual inventory.

- I. The Provider will indemnify NWFHN and the Department against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the Provider pursuant to this Contract.
- J. An amendment is required prior to the purchase of any property item not specifically listed in the approved budget.
- K. The Provider shall follow all federal law on the acquisition, improvement, transfer, or disposition of real property acquired by the Provider using federal dollars. NWFHN shall approve any sale, transfer, or disposition of real property acquired and held by the Provider using state funds.

XI. AMENDMENT IMPACT

Any amendment replacing or deleting this page will not affect the below execution.

By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described in Section I, part F of this contract.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

PROVIDER

NWF HEALTH NETWORK

Signed By: _____

Signed By: _____

Name: _____

Name: Mike Watkins

Title: _____

Title: Chief Executive Officer

Date: _____

Date: _____