

**ATTACHMENT I– REPORTS AND PLANS**

All reports and plans shall be sent to [contracts@nwfhealth.org](mailto:contracts@nwfhealth.org)

Required	Report Title	Frequency/Due Date	Submission Type
<input type="checkbox"/>	100806 Appendix C Semi Annual Report	Due Semi-annually (January through June due 8/1, July through December due 2/1)	Expenditure
<input checked="" type="checkbox"/>	Ad Hoc Reports and Requests from DCF and/ or NWFHN	As requested by DCF or NWFHN	Program/ Expenditure
<input type="checkbox"/>	Admission Criteria	Due Annually by September 30 <sup>th</sup>	Core
<input checked="" type="checkbox"/>	Agency Continuous Quality Improvement Plan	Due within 30 days of Subcontract execution and updated Annually for the life of the Subcontract	Core
<input checked="" type="checkbox"/>	Annual Audited Financial Statements	<b>Refer to Attachment V, Audits for applicability.</b> Due within 180 days of Provider fiscal year end OR within 30 days of Provider's receipt of Audit, whichever occurs first.	Core
<input checked="" type="checkbox"/>	Budget and Agency Staff Template	Due in the event of any substantial change	Expenditure
<input type="checkbox"/>	Caseload and Turnover Report	Due Monthly by the 3rd	Program
<input type="checkbox"/>	Case Manager Review of Foster Parent	Due within timeframe specified in <a href="#">65C-45.0121, F.A.C.</a> for Level II homes, in <a href="#">65C-45.0122, F.A.C.</a> for Level III homes and in <a href="#">65C-45.0123, F.A.C.</a> for Level IV and Level V homes	Program
<input type="checkbox"/>	Census Detail	Due Monthly by the 1 <sup>st</sup>	Core
<input type="checkbox"/>	Child Exit Interviews	Due within timeframe specified in <a href="#">65C-28.017 F.A.C.</a>	Program
<input checked="" type="checkbox"/>	Civil Rights Compliance Checklist CF 0946 <a href="#">Forms   Florida DCF (myflfamilies.com)</a>	Due within 15 days of Subcontract execution and Annually by May 20th	Core
<input checked="" type="checkbox"/>	Client Outcome Measures/Performance Standards-Quarterly Targeted Outcomes	Due Quarterly by the 15th (10/15, 1/15, 4/15, 7/15)	Outcome
<input type="checkbox"/>	CoBris Report <a href="https://bbcbc.cobris.net/csp/bbcbc/scrlogon.csp">https://bbcbc.cobris.net/csp/bbcbc/scrlogon.csp</a>	Due Monthly by the 3rd	Expenditure
<input checked="" type="checkbox"/>	Corrective Action Response	Due within 30 days of receipt of Monitoring Report	Core
<input checked="" type="checkbox"/>	Cost Allocation Plan	Initially and by August 31 of each year, as well as changes warrant a modification	Core
<input checked="" type="checkbox"/>	Cost Benefit Analysis Checklist	Due in the event of any substantial budget change	Expenditure
<input type="checkbox"/>	Current Agency DCF License	Due within 15 days of Subcontract execution and upon renewal	Core
<input checked="" type="checkbox"/>	Deaf and Hard of Hearing Compliance Report	Due Monthly by the 3rd calendar day of the month following services	Core

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<input checked="" type="checkbox"/>	Evacuation and Disaster Plan	Due Annually by May 1st	Core
<input checked="" type="checkbox"/>	General Liability Insurance Certificate	Due upon Subcontract execution and upon renewal	Core
<input checked="" type="checkbox"/>	Incident Reports	Due within in timeframes as referenced in NWFHN OP 800-805	Program
<input checked="" type="checkbox"/>	Inventory Report	Due Annually by February 1 of each year	Core
<input checked="" type="checkbox"/>	Match Documentation and Adjustment Form	Due Monthly by the 3rd	Expenditure
<input checked="" type="checkbox"/>	Match Documentation and Adjustment Backup	Due Monthly by the 3rd	Expenditure
<input checked="" type="checkbox"/>	Monthly Programmatic Report	Due Monthly by the 15th	Program
<input checked="" type="checkbox"/>	Notification of Criminal Investigation Involving Provider	Due within 15 days of notice	Core
<input checked="" type="checkbox"/>	Proof of Accreditation	Due within 30 days of Subcontract execution and upon renewal	Core
<input checked="" type="checkbox"/>	PSSF Report	Due Quarterly by the 15 <sup>th</sup> (10/15, 1/15, 4/15, 7/15)	Program
<input checked="" type="checkbox"/>	Revenue and Expense Report, Year to Date, in Excel format	Due Quarterly (10/31, 1/31, 4/30, 7/31)	Expenditure
<input checked="" type="checkbox"/>	Revenue and Expense Report Backup Documentation, Year to Date, in Excel format	Due Quarterly (10/31, 1/31, 4/30, 7/31)	Expenditure
<input checked="" type="checkbox"/>	Service Invoice & Staff Vacancy Report	Due Monthly by the 3rd	Expenditure
<input type="checkbox"/>	Title IV-E Budget Template	Due Annually by September 30 <sup>th</sup> (or in the event of any substantial change)	Core
<input type="checkbox"/>	Title IV-E Training Report	Due Monthly by the 10th	Expenditure
<input type="checkbox"/>	Unit Staffing Level / CWCM & Supervisor Turnover Report	Due Monthly by the 3 <sup>rd</sup>	Program

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**NWF HEALTH NETWORK  
CHILD PROTECTION  
ATTACHMENT II – AFFIDAVIT REGARDING E-VERIFY**

The undersigned certifies, to the best of his or her knowledge and belief, that the provider will remain compliant with **s. 448.095(2)(b)1. and (2)(b)2., F.S. as listed below:**

**448.095 Employment eligibility.—**

**(2) PUBLIC EMPLOYERS, CONTRACTORS, AND SUBCONTRACTORS.—**

- (a) Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- (b) 1. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- 2. The contractor shall maintain a copy of such affidavit for the duration of the contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
State of \_\_\_\_\_ County of \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me a notary public, the undersigned, personally appeared.

\_\_\_\_\_(CONTRACT SIGNER NAME), known to me (or satisfactorily proven) to be the person whose signature is subscribed to this document, and acknowledged that he/she is the person that has executed this Affidavit for the purpose therein.

In witness hereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

**NWF HEALTH NETWORK  
CHILD PROTECTION  
ATTACHMENT III – CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

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

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

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

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

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

**NWF HEALTH NETWORK  
CHILD PROTECTION  
ATTACHMENT IV – ATTESTATION OF INSURANCE COVERAGE**

I HEREBY CERTIFY to the Florida Department of Children and Families that, except to the extent explained below, the attached certificate(s) of insurance accurately and fully represent the coverage(s) and limits of coverage under the policies of insurance in effect for the period(s) set forth in the certificate(s), including:

- (i) Any sublimits of insurance limiting coverage for any particular category or risk or coverage;
- (ii) Any restrictions limiting any insurance coverage to or excluding any insurance coverage from any particular geographical area;
- (iii) Any time limits on claims reporting that may affect coverage for occurrences under listed policies;
- (iv) Any exclusions from professional liability coverage for any acts, errors, or omissions of the insured, its employees or agents in providing the services to children and families; and
- (v) Coverage of all owned autos, hired autos, and non-owned autos;

And that the listed excess or umbrella policies provide coverage in excess of the limits of all general liability, professional liability or automobile liability policies

Insert any explanation of the material provisions, exclusions, restrictions, and limits of coverage that are not readily evident on the face of the attached certificate(s):

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Date

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

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**NWF HEALTH NETWORK  
CHILD PROTECTION  
ATTACHMENT V - AUDITS**

The administration of resources awarded by the Florida Department of Children & Families (the Department) to the Provider through NWF Health Network (NWFHN) may be subject to audits as described in this Attachment.

**AUDITS**

**PART I: FEDERAL REQUIREMENTS**

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

In the event the Provider expends \$750,000 (\$1,000,000 or more beginning on or after October 1, 2024) or more in Federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§ 200.500-200.521. The Provider agrees to provide a copy of the single audit to NWFHN by submitting an electronic copy to [contracts@NWFHealth.org](mailto:contracts@NWFHealth.org). In the event the Provider expends less than \$750,000 (\$1,000,000 or more beginning on or after October 1, 2024) in Federal awards during its fiscal year, the Provider agrees to provide certification to NWFHN by submitting an electronic notification to [contracts@NWFHealth.org](mailto:contracts@NWFHealth.org) that a single audit was not required. In determining the Federal awards expended during its fiscal year, the Provider shall consider all sources of Federal awards, including Federal resources received from NWFHN, the Department, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 2 CFR §§ 200.500-200.521. An audit of the Provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

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

**PART II: STATE REQUIREMENTS**

This part is applicable if the Provider is a non-state entity as defined by Section 215.97(2), Florida Statutes.

In the event the Provider expends \$500,000 or more (\$750,000 or more for fiscal years beginning on or after July 1, 2016) in state financial assistance during its fiscal year, the Provider must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The Provider agrees to provide a copy of the single audit to the NWFHN at [contracts@NWFHealth.org](mailto:contracts@NWFHealth.org). In the event the Provider expends less than \$500,000 (less than \$750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the Provider agrees to provide certification to NWFHN at [contracts@NWFHealth.org](mailto:contracts@NWFHealth.org) stating that a single audit was not required. In determining the state

financial assistance expended during its fiscal year, the Provider shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

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

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

**PART III: REPORT SUBMISSION**

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

A. NWF Health Network at: [contracts@NWFHealth.org](mailto:contracts@NWFHealth.org) (1 copy)

B. Department of Children & Families (1 electronic copy and management letter, if issued)

Office of the Inspector General  
Single Audit Unit  
The Centre, Suite 400-I  
2415 Monroe Street  
Tallahassee, FL 32303  
Email address: [HQW.IG.Single.Audit@myflfamilies.com](mailto:HQW.IG.Single.Audit@myflfamilies.com)

C. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521 and required by Part I of this agreement shall be submitted, when required, by § 200.512 (d) by or on behalf of the Provider directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse using the Federal Audit Clearinghouse Internet Data Entry System at <http://harvester.census.gov/facweb/> and other Federal agencies and pass-through entities in accordance with 2 CFR § 200.512.

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

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450  
Email address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

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

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

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

#### **MONITORING**

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500- 200.521 and § 215.97, F.S., as revised, NWFHN or the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by NWFHN staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the Provider agrees to comply and cooperate with any monitoring procedures deemed appropriate by NWFHN. In the event NWFHN determines that a limited scope audit of the Provider is appropriate, the Provider agrees to comply with any additional instructions provided by the NWFHN regarding such audit. The Provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by NWFHN, the Department's Inspector General, the state's Chief Financial Officer or the Auditor General.

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## **ATTACHMENT VI - HIPAA BUSINESS ASSOCIATE AGREEMENT**

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

### **Section 1. Definitions**

#### 1.1 Catch-all definitions:

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

#### 1.2 Specific definitions:

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

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

#### 2.1 Business Associate agrees to:

- 2.1.1 Not use or disclose PHI other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department/NWFHN;
- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department/NWFHN, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act

- and section 45 CFR § 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;
- 2.1.4 Report to covered entity any use or disclosure of PHI not provided for by this Attachment of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware;
  - 2.1.5 Notify the Department/NWFHN Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
  - 2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
  - 2.1.7 Provide any additional information requested by the Department/NWFHN for purposes of investigating and responding to a breach;
  - 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S.;
  - 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department/NWFHN to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
  - 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department/NWFHN;
  - 2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);
  - 2.1.12 Make available PHI in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
  - 2.1.13 Make any amendment(s) to PHI in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
  - 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
  - 2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

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

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

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

- 4.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of PHI.

- 4.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect business associate's use or disclosure of PHI.
- 4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of PHI that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of PHI.

## **Section 5. Termination**

### **5.1 Termination for Cause**

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

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

- 5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to PHI received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:
  - 5.2.1.1 Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - 5.2.1.2 Return to covered entity, or other entity as specified by the Department/NWFHN or, if permission is granted by the Department/NWFHN, destroy the remaining PHI that the Business Associate still maintains in any form;
  - 5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
  - 5.2.1.4 Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
  - 5.2.1.5 Return to covered entity, or other entity as specified by the Department/NWFHN or, if permission is granted by the Department/NWFHN, destroy the PHI retained by business associate

when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

**Section 6. Miscellaneous**

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

**PROVIDER**

**NWF HEALTH NETWORK**

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

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

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

Name: Mike Watkins

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

Title: Chief Executive Officer

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

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

**NWF HEALTH NETWORK  
CHILD PROTECTION  
ATTACHMENT VII-A – CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 - 20369).

**INSTRUCTIONS**

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “debarred”, “suspended”, “ineligible”, “person”, “principal”, and “voluntarily excluded”, as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department’s contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
7. The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager’s contract file. Subcontractor’s certification must be kept at the provider’s business location.

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**CERTIFICATION**

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Name (type or print) \_\_\_\_\_ Title \_\_\_\_\_

**ATTACHMENT VII-B-  
AFFIDAVIT REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS**

This affidavit is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 - 20369).

I (CONTRACT SIGNER NAME) \_\_\_\_\_ hereby affirm on behalf of (PROVIDER) \_\_\_\_\_ attest that one or more of the five (5) disqualifying conditions listed below does not exist.

(PROVIDER) \_\_\_\_\_

1. 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 5 years;
2. Is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on their ability to provide services to vulnerable populations, including, but not limited to, abused, neglected children, or which adversely reflects their ability to properly handle public funds;
3. Is currently involved, or has been involved within the last 5 years, with any litigation, regardless of whether as a plaintiff or defendant, which might pose a conflict of interest to the department, the state or its subdivisions, or a federal entity providing funds to the department;
4. Has had a contract terminated by the department for a failure to satisfactorily perform or for cause; or
5. Has failed to implement a corrective action plan approved by the department or any other governmental entity, after receiving due notice.
6. Currently is in a contract or will procure, obtain, or renew a contract for telecommunications equipment or services with the 2 specific companies mentioned [Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) In conflict with Public Law 115-232, section 889 [2 CFR Part 200.216]

By signing this AFFIDAVIT, (PROVIDER) is providing assurances that the above disqualifying conditions do not exist.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

State of \_\_\_\_\_ County of \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me a notary public, the undersigned, personally appeared.

\_\_\_\_\_(CONTRACT SIGNER NAME), known to me (or satisfactorily proven) to be the person whose signature is subscribed to this document, and acknowledged that he/she is the person that has executed this Affidavit for the purpose therein. In witness hereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public



**NWF HEALTH NETWORK  
CHILD PROTECTION  
ATTACHMENT VIII-CERTIFICATION AND AFFIDAVIT REGARDING EMPLOYMENT  
SCREENING**

The Provider shall ensure that all staff utilized by the Provider and its subcontractors that are required by Florida law to be screened in accordance with chapter 435, Florida Statutes (F.S.), are of good moral character and meet the Level 2 Employment Screening standards specified sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment.

The undersigned, as an authorized representative signing this certification, does by his/her oath solemnly swear and affirm that the Provider:

1. Is in compliance with the Employment Screening clause contained in the NWF Health Network Standard Contract; and
2. Is in compliance with chapter 435, F.S. and specified sections 435.04, 110.1127, and subsection 39.001(2), F.S.; and
3. Has appropriately screened all required staff or is awaiting the results of the appropriate screening results.

Provider Name/Agency	Contract Number
Name of Authorized Representative	Title of Authorized Representative
Signature	Date

STATE OF FLORIDA  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ on behalf of \_\_\_\_\_ . He/ She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public- State of Florida

**NWF HEALTH NETWORK  
CHILD PROTECTION  
EXHIBIT A – DEFINITIONS**

**I. Child Protection Definition of Terms**

- A.** General Child Protection definitions may be found in [65C-30.001](#), F.A.C. and [39.001](#), F.S.

**II. Program Specific Definition of Terms**

- A. ASSESSMENT:** An evaluation, including demographic and historical information about the family, that addresses the underlying conditions leading to risk and identifies family strengths which can help ameliorate risk to the family.
- B. CIRCUIT/REGION:** A geographic area through which the Department and community-based care lead agencies plan and administer their programs.
- C. FLORIDA SAFE FAMILIES NETWORK (FSFN):** The State Automated Child Welfare Information System (SACWIS) for the state of Florida. FSFN is the official electronic record for each case. It contains information regarding children and their families that is entered either directly into the system or through Department-approved remote data capture devices.
- D. TRAUMA INFORMED CARE:** Services that are delivered in a way that avoids inadvertent re-traumatization and facilitates client empowerment and participation in treatment. Trauma-specific interventions are designed specifically to address the consequences of trauma in the individual and to facilitate healing. Treatment programs generally recognize the survivor's need to be respected, informed, connected and hopeful regarding their own recovery; the interrelation between trauma and symptoms of trauma (e.g. substance abuse, eating disorders, depression, anxiety, etc.); and the need to work in a collaborative way with survivors (and also with family and friends of the survivor) and with other human service agencies in a manner that will empower survivors and consumers.
- E. PERMANENCY:** That condition under which a child can remain in a setting for the remaining years of the child's minority. Permanency can include, but is not limited to, reunification with parent(s), long term foster care, as defined in Ch. 39, F.S., guardianship, adoption, independent living, or long term relative/non-relative custody.
- F. SIBLING:** A child who shares a birth parent or legal parent with one (1) or more other children; or a child who has lived together, in a family, with one (1) or more other children whom he or she identifies as "sibling(s)."
- G. WELL-BEING:** The recognition that every child deserves the opportunity for health, learning, and self-actualization.

- H. DEPENDENCY CASE MANAGER:** The person who coordinates all services rendered to the child or family and who serves as the single and continuous point of contact for the child and family from entry into the child protection system until exit from the child protection system to the extent feasible.
- I. FACILITATE:** To encourage age-appropriate activities, promote a child's safety and protection, and discourage inappropriate conduct. "Facilitate" should not be construed to mean enhanced intervention.
- J. SUPERVISED VISITATION:** Includes supervised caregiver/child visitation for families in order to allow for continued contact between a child and his/her non-custodial parent or other designated parties in a safe environment.

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**NWF HEALTH NETWORK  
CHILD PROTECTION  
EXHIBIT B – SCOPE OF WORK**

**I. GENERAL DESCRIPTION**

**A. STATEMENT**

The purpose of Community-Based Family Visitation Services is to provide a neutral, safe, and nurturing environment for parents and/or separated siblings whose permanency goals are adoption and/or reunification. The siblings must be placed in licensed care within the counties that comprise Circuit 1. The Provider understands that the joint mission of the Department and NWFHN in entering into the DCF Contract under which the Provider is serving as a subcontractor to NWFHN is to ensure the safety, permanency, and the promotion of well-being of the child.

**B. AUTHORITY**

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

**C. MAJOR PROGRAM GOALS**

The major goal of the Community-Based Family Visitation Services Program is to provide a neutral, safe, and nurturing environment for parents and/or separated siblings to visit. Services are provided in an effort:

1. To ensure siblings separated by placement will have an opportunity to visit, at a minimum of, monthly or more frequently as determined by the CMO in order to decrease the likelihood of placement disruption at the time of reunification in a permanent placement.
2. To ensure parents and their children separated by placement will have an opportunity to visit, at a minimum of, monthly or more frequently as determined by CMO in order to decrease the likelihood of placement disruption at the time of reunification.
3. To preserve and stabilize the relationships of family members with a child(ren) in licensed care who have the goal of reunification by facilitating family and sibling visitation.

**D. CLIENTS TO BE SERVED**

**1. General Description**

Clients eligible for services under this Subcontract are parents and/or separated siblings in licensed care whose permanency goals are adoption and/or reunification. The separated siblings must reside in the counties that comprise Circuit 1.

**2. Client Eligibility**

Clients to be served are families in Escambia, Santa Rosa, Okaloosa, and Walton counties. Families are identified and referred by Child Protection Case Managers, Adoptions Specialist, his/her supervisor and/or court order. Determination of referral is made based on the permanency goals and separate placements of siblings.

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**NWF HEALTH NETWORK  
CHILD PROTECTION  
EXHIBIT C – TASK LIST**

**I. PROVISION OF SERVICES**

**A. PROGRAM PROCEDURES**

1. Maintain current written eligibility and discharge criteria that have been approved by NWFHN. All eligible referrals will be accepted.
2. Develop, implement and maintain written procedures for Incident Reporting, incorporating requirements of Rule 65C-14.016, F.A.C., and NWFHN OP 800-805, *Incident Reporting and Client Risk Prevention*, reporting of suspected abuse or neglect in accordance with Rule 65C-14.017, F.A.C., and prevention, reporting and services to missing children in accordance with NWFHN OP 500-500, *Prevention, Reporting and Services to Missing Children*.
3. Immediately report a knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline. Provider shall cooperate with Protective Investigators in the investigation of any such reports. In the event of a child abuse/neglect allegation involved a family receiving services, Provider shall work with all involved parties to assure the safety of the involved children and the speedy resolution of the investigation. Provider shall follow up with all referrals and institution reports within the designated time frames.
4. Immediately upon employment, Provider shall conduct a check of the driving record of any employee who is required to drive as part of their position responsibilities. These checks shall be conducted on an annual basis and employees who fall into this category shall be required to notify the Provider immediately if they receive any type of traffic/driving citation. Provider agrees that any employee, agent, independent contractor, volunteer or student who transports clients and/or their family members in their personal automobiles in order to carry out their job responsibilities shall have a current, valid driver's license and shall obtain and maintain minimum bodily injury liability insurance in the amount of one hundred thousand dollars (\$100,000.00) per claim, three hundred thousand dollars (\$300,000.00) per incident per Section 409.1671, F.S., on their personal automobiles. Documentation of such coverage shall be maintained in the employee's personnel file.
5. Comply with NWFHN's Quality Management Plan and participate as requested in activities related to quality control, quality assurance (both qualitative and quantitative), compliance reviews, and quality improvement. This plan shall be updated as necessary and is available upon request from the NWFHN Contract Department.
6. Participate in Quality Management activities with NWFHN and other Providers.

**B. COMMUNITY-BASED FAMILY VISITATION SERVICES**

**The Provider Shall:**

1. Be available to accept referrals and respond timely on status of beginning visits.
2. Offer a safe and neutral environment for parents, children, and separated siblings to visit.
3. Provide Constant Supervision which means the visit observer (a staff member) will always remain with the visit participants. During this time, a case note referring to the supervised visit will be completed by the visit observer. The role of the visit observer is to observe parent, children and sibling interactions. It is imperative that the visiting parent is attentive to the needs of the children.
4. Transport children as necessary to meet each child's safety, well-being, and permanency needs as it relates to visitation. Provider shall comply with the provisions of Ch. 427, F.S., Pt. I, Transportation Services, and Rule 41-2, F.A.C., Commission for the Transportation Disadvantaged, if public funds provided under this Subcontract shall be used to transport clients.
5. Provider shall maintain records of all supervised visitation services provided pursuant to the referral, including but not limited to:
  - a. A completed referral form including referral date and source;
  - b. A list of participants, including contact information as applicable;
  - c. Safety and medical concerns;
  - d. Visit session notes including visit type, date/times, total hours, pick up and destination addresses, comments and visitation observations;
  - e. Documentation, via e-mail or receipt of hand-delivery form, that written observation summaries have been sent to the dependency case manager monthly;
  - f. Completed and signed service agreement;
  - g. Signed Release of Information form from each parent involved in services;
  - h. Contains case notes referencing attendance at Separated Sibling Staffings, if applicable
  - i. Written correspondence concerning each client or case, including reports to NWFHN staff and the court;
  - j. Cancellations, closures, documentation and written observations
  - a. Documentation of Life Book activities
6. Maintain ongoing communication with the CMO Child Protection Case Manager and/or Adoptions Specialist. Communication with the Child Protection Case Manager and/or Adoptions Specialist will be documented in case records. Any significant concern must be reported to the Child Protection Case Manager and/or Adoptions Specialist

immediately via telephone call. Staff will notify Child Protection Case Manager and/or Adoptions Specialist when transitioning services to conclusion.

7. Ensure that services are provided in a way that minimizes duplication among service providers.
8. Ensure that program interventions, policies, and staff training reflect a focus upon Trauma Informed Care, as defined in this Attachment.

## **II. STAFFING REQUIREMENTS**

### **A. STAFFING**

1. The Provider shall ensure that all staff utilized are required by Florida law and by CFOP 60-25, Chapter 2, are of good moral character and meet Level 2 Employment Screening standards as specified in sections 435.04, 110.1127, and subsection 39.001(2), F.S, as a condition of initial and continued employment that shall include, but is not limited to:
  - a. Employment history checks;
  - b. Fingerprinting for all criminal record checks;
  - c. Statewide criminal and juvenile delinquency records check through the Florida Department of Law Enforcement (FDLE);
  - d. Federal criminal records check from the Federal Bureau of Investigation (FBI) via FDLE;
  - e. Security background investigation, which may include local criminal records check through local law enforcement agencies; and
  - f. Attestation by each employee to meeting the requirements for qualifying employment pursuant to Chapter 435 F.S.
2. The Provider shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities under this subcontract.
3. The Provider shall comply with applicable rules, statues, and licensing standards with regards to professional qualifications.
4. The Provider shall maintain staffing levels in agreement with the accepted budget and in compliance with applicable rules, statutes, and licensing standards.



5. Any change in the staffing pattern for the program will be negotiated between NWFHN and the provider prior to implementation.

**B. PROFESSIONAL QUALIFICATIONS**

1. Provider staff shall meet all Level 2 background screening requirements established in Section 435.04, F.S.

**C. TRAINING REQUIREMENTS**

Provider staff providing services under this subcontract must have a minimum of 10 hours of training annually.

1. All staff and volunteers must complete at least 20 hours of pre-service training prior to unsupervised contact with clients. Training can include peer training and mentoring by more experienced staff. The following training should also be included:
  - a. Confidentiality
  - b. Identification and mandatory reporting of child abuse, neglect, and abandonment
  - c. Dynamics of child sexual abuse training in accordance with F.S. 753
  - d. Incident Reporting
  - e. CPR/First Aid
  - f. Infection Control
  - g. Service Delivery for the Deaf and Hard of Hearing (DCF annual online training)
2. All staff and volunteers who work with families or children must complete at least 10 hours of in-service training annually.

**D. STAFFING CHANGES**

Provider shall submit written notification to NWFHN within five (5) weekdays if its Chief Executive Officer (CEO), Chief Operating Officer (COO), or Chief Financial Officer (CFO) positions becomes vacant or is anticipated to become vacant and identify who is assuming the responsibilities of that position during the vacancy. Once the position is filled, NWFHN shall be notified in writing of the permanent placement.

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**NWF HEALTH NETWORK  
CHILD PROTECTION  
EXHIBIT D – DELIVERABLES**

**I. DELIVERABLES**

**A. SERVICE UNITS**

A service unit consists of one (1) month of Community-Based Family Visitation Services as defined within this Subcontract.

**B. REPORTS**

1. All Attachment I Reports shall be submitted in accordance with Exhibit A, Required Reports, inclusive of special instructions when applicable. All reports shall be complete, accurate, and timely. Any report found to be incomplete or in error shall be denied and Provider shall be required to resubmit until found to be satisfactory by NWFHN.
2. Failure to submit reports timely may result in delay of payment to Provider. In no event, regardless of the cause or circumstance, will NWFHN be responsible or liable for payment of any invoice submitted to NWFHN more than ninety (90) calendar days after the end of the month.
3. Performance measure data shall be provided to Provider by NWFHN's Quality Assurance Department each quarter and shall be reviewed at the quarterly performance meeting.
4. When requested by NWFHN, Provider shall participate in state-directed quality management processes, including reporting on quarterly activity, participation in the federal Child and Family Services review and development of follow-up improvement plans. Provider shall also ensure that all quality assurance reviewers attend Department-sponsored quality assurance reviewer training and pass the competency test within six (6) months of employment as a quality reviewer.

**C. DOCUMENTATION AND UTILIZATION**

1. Provider shall deliver services to all referred families as staffing limits allow. Provider will immediately notify referral source if unable to serve the family so that alternative visitation services can be secured. Provider will notify NWFHN immediately, if at full capacity and unable to accept new referrals.
2. Service Provider shall maintain a case file for each family served. Case files shall be maintained in a way that clearly evidences compliance with the terms of this Subcontract.
3. A separate personnel file for each employee shall be maintained by Provider. The personnel file shall include, but is not limited to, the following documentation:

- a. A completed copy of the application for employment;
- b. At least two (2) personal/character references;
- c. At least two (2) employment references;
- d. Education, training, licensure (if applicable) and related experience used to determine the required minimum qualifications for the position held by the employee or volunteer;
- e. Verification of education/transcripts;
- f. Level 2 employment screening results, as specified by Chapter 435, F.S., and background re-screening at least every five (5) years;
- g. Proof of E-Verify, verified as employment eligible within three (3) business days after hire date.
- h. Current Affidavit of Good Moral Character, dated, signed, and notarized prior to or upon hire date.
- i. Most recent DCF Security Awareness training certificate and a signed copy of the Security Agreement Form, Form CF-114, signed annually;
- j. Three (3) most recent DCF Deaf and Hard of Hearing training certificates and a signed copy of the Support to the Deaf and Hard-of-Hearing Attestation Form, signed annually
- k. License/credential verification, as applicable;
- l. Signed job description with position/title;
- m. Training log to include, name, date, and number of hours of each training;
- n. Annual employee evaluations;
- o. Documentation of disciplinary and/or corrective actions, if applicable;
- p. Upon termination, documentation termination date and reason for termination.

**D. NWFHN RESPONSIBILITIES**

1. NWFHN's Contract Manager shall act as a liaison to Service Provider and shall oversee projects and provide technical assistance when requested or indicated.

2. NWFHN may conduct on-site reviews of Service Provider's program when considered necessary or as part of a Quality Assurance sampling function to evaluate compliance with licensing requirements.
3. NWFHN will monitor the number of families that Service Provider serves and the length of time each family is served.
4. NWFHN shall make determinations regarding contract and client outcome measures. Final determination of the adequacy of the Service Provider's corrective action plan (if required) as a result of monitoring conducted by NWFHN or its designee rests solely with NWFHN.
5. NWFHN shall make payment within thirty (30) days after receipt of a complete and correct invoice package.

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**NWF HEALTH NETWORK  
CHILD PROTECTION  
EXHIBIT E – PERFORMANCE MEASURES**

<b>Performance Measures</b>	<b>Target</b>
1. Percentage of visits that occur, at a minimum of, once per month or according to court order.	95%
2. Percentage of all case files that contain Visitation Observation Reports for each supervised visit.	100%

**NWF HEALTH NETWORK  
CHILD PROTECTION  
EXHIBIT F – METHOD OF PAYMENT**

**I. Compensation and Billing**

- A.** NWFHN shall pay Provider for the services provided during the term of this Subcontract. Payments shall only be made for allowable costs pursuant to 2 CFR 200, the State of Florida Reference Guide for Expenditures and in accordance with this Subcontract.
- B.** The Provider shall provide units of deliverables, including reports, findings, and drafts, as specified in this Subcontract. These deliverables shall be received and accepted by NWFHN prior to payment. The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit; where itemized payment for travel expenses are permitted in this Subcontract, submit bills for any travel expenses in accordance with Section 112.061, F.S., or at such lower rates as may be provided in this Subcontract. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., and as prescribed by subsection 119.07(1), F.S., made or received by the Provider in conjunction with this Subcontract except that public records which are made confidential by law shall be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which NWFHN may unilaterally terminate the Subcontract.
- C.** Provider shall submit invoices to NWFHN within three (3) days after the end of each month for all services provided during such month. Invoices shall be submitted electronically to [contracts@nwfhealth.org](mailto:contracts@nwfhealth.org). If the third (3rd) calendar day falls on a weekend or holiday the invoice and all documentation is due the next working day. Invoices that are submitted past the three (3) calendar days may result in the implementation of a Corrective Action plan and may cause payment to be delayed. In no event, regardless of the cause or circumstance, shall NWFHN be responsible or liable for payment of any invoices submitted to NWFHN more than ninety (90) calendar days after the end of the month in which the services were rendered.

Invoices for Residential Group Care are due to NWFHN by the first (1<sup>st</sup>) of the month. Invoices shall be submitted electronically to [invoices@nwfhealth.org](mailto:invoices@nwfhealth.org) with [contracts@nwfhealth.org](mailto:contracts@nwfhealth.org) copied. Invoices that are submitted past the deadline may result in the implementation of a Corrective Action plan and may cause payment to be delayed.

- D.** NWFHN shall make payment to Provider within thirty (30) calendar days of receipt of a complete and correct invoice package unless there is a delay in funding from the Department. NWFHN shall not be obligated to make any payment to Provider if Provider does not follow NWFHN's invoicing and billing procedures, unless and until necessary corrections are made by Provider. Within fifteen (15) working days of receipt of an invoice

from Provider, NWFHN shall provide notice to Provider of any invoice requiring correction or backup documentation, including the reason for the required correction/backup documentation. Provider shall have thirty (30) days from the time of notification by NWFHN to correct problems with its invoices.

- E. At its discretion, NWFHN has the right to withhold payment to Provider if Provider does not submit complete and correct reports in a timely manner as described in this Subcontract. NWFHN shall notify Provider in writing prior to delaying invoice payment due to late or incomplete reports.
- F. In the event that payment to NWFHN from the Department is delayed, and in the event that this delay in payment shall cause a delay in payment to Provider, NWFHN shall notify the Provider within fifteen (15) days of receiving notification from the Department.

**G. Third Party Payments**

- 1. The funding available in this Subcontract is for services, excluding all successfully billed third Party payments, including, but not limited to Medicaid. Supporting documentation of aggregate third-Party collections shall be available at the Provider's location for inspection by NWFHN and the Department.

**H. Surplus Revenue**

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

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

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

**1. Federal Requirements**

- a. If the Provider expends the dollar threshold of seven hundred and fifty thousand dollars (\$750,000.00) (one million (\$1,000,000) or more beginning on or after October 1, 2024) or more in Federal awards in a fiscal year, it shall be required to have a Federal Single Audit conducted in accordance with the Federal guidelines of either 2 CFR Part 200-200.521, Uniform Grant Guidance, Cost Principles, and Audit Requirements for Federal Awards ("2 CFR 200"). If a

Federal Single Audit is required in accordance with this regulation, the Provider is required to submit an electronic copy of the Federal Single Audit completed to NWFHN, within one hundred and eighty (180) days of its fiscal year end or within thirty (30) days of receipt, whichever is earlier. The Provider shall also submit to NWFHN certification that the Federal Single Audit was sent to the Federal Audit Clearinghouse.

- b. The recipient agrees to provide a copy of the single audit to the NWFHN contract manager. In the event the recipient expends less than \$750,000 (\$1,000,000 or more beginning on or after October 1, 2024) in Federal awards during its fiscal year, the recipient agrees to provide certification to the NWFHN contract manager that a single audit was not required.

## 2. State Requirements

- a. In the event the recipient expends seven hundred fifty thousand dollars (\$750,000.00) or more in State financial assistance during its fiscal year, the recipient shall have a State Single or Program-specific Audit conducted in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its Contract Manager. In the event the recipient expends less than seven hundred fifty thousand dollars (\$750,000.00) in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its Contract Manager that a single audit was not required. In determining the State financial assistance expended during its fiscal year, the recipient shall consider all sources of State financial assistance, including State financial assistance received from the Department of Children and Families, other State agencies, and other non-State entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-State entity for Federal program matching requirements. If a State Single Audit is required in accordance with this regulation, the Provider is required to submit an electronic copy of the State Single Audit to NWFHN, within one hundred and eighty (180) days of their fiscal year end or within forty-five (45) days of receipt, whichever is earlier. Provider shall also submit to NWFHN certification (electronically) that the State Single Audit was sent to the Auditor General.
- b. The recipient agrees to provide a copy of the single audit to the NWFHN contract manager. In the event the recipient expends less than then \$750,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the NWFHN contract manager that a single audit was not required.



3. Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (Section 20.055, F.S.). This provision shall survive the termination of this Subcontract.
4. Effective July 1, 2018, Provider must ensure the indirect/administrative cost shall not exceed the following:
  - a. If applicable; Provider's federal indirect cost rate awarded by the Provider's cognizant Federal awarding agency; or
  - b. The Federally recognized indirect cost rate not to exceed ten percent (10%) (fifteen percent (15%) effective October 1, 2024) of modified total direct cost (MTDC), as identified by Title 2 CFR part 200.414, (Indirect F&A Costs).
5. Title 2 CFR part 200.68 defines MTDC as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each sub-award (regardless of the period of performance of the sub-awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each sub-award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.
6. Provider shall submit their annual contracted budget in an Excel format at inception of this Subcontract and subsequently only if there are substantial changes in service delivery or available funding. Request for the annual contracted budget shall be due ninety (90) days prior to any subcontract execution. Provider shall use the prescribed Budget and Agency Staff Template provided by NWFHN. Included with the budget, Provider shall have allocation methodologies, approved by NWFHN. For any staff that is not funded one hundred percent (100%) by this NWFHN program, Provider shall have prior approval of the allocation methodology. The Budget and Agency Staff Template shall be submitted electronically to [contracts@nwfhealth.org](mailto:contracts@nwfhealth.org).
7. Semi-annually, NWFHN will review requests for budgetary changes. For implementation beginning January 1, Provider must submit the required reports in Excel by September 15. For implementation beginning July 1, Provider must submit the required reports in Excel by March 15. Required reports include those listed in the Budget and Agency Staff Template.
8. Use of Funds for Lobbying Prohibited
  - a. No Federal funds received in connection with this Subcontract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Subcontract contains Federal funding in excess of one hundred thousand dollars (\$100,000.00), the Provider must, prior to subcontract execution, complete the Certification Regarding Lobbying Form. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained

from NWFHN. All disclosure forms as required by the Certification Regarding Lobbying Form, shall be completed and returned to NWFHN, prior to payment under this Subcontract.

**9. Federal Funding Accountability and Transparency ACT**

- a. The Provider shall complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Subcontract includes twenty-five thousand dollars (\$25,000.00) or more in Federal funds (as determined over its entire term). The Provider shall also report the total compensation of its five (5) most highly paid executives if it also receives in excess of eighty percent (80%) of its annual gross revenues from Federal Funds.

**III. Payment Clause**

- A. This Subcontract contains a fixed price method of payment which shall not be adjusted for vacancies. NWFHN shall pay Provider for the delivery of services provided in accordance with the terms of this Subcontract for:

- A total dollar amount not to exceed **\$x,xxx,xxx.xx**, subject to the availability of funds.
- The rate schedule **\$xxx.xx daily rate per occupied bed**, subject to the availability of funds.

- B. To the extent Provider's actions, including, without limitation, failure to promptly report change of placements or comply with established case staffing processes, results in unrecoverable or unauthorized payments, Provider's monthly compensation may be adjusted to provide the funds necessary to compensate for such losses. Provider understands and agrees that if Provider fails to report a change of placement that results in an unnecessary payment to a residential facility or a foster home, the amount of the unnecessary payment may be deducted from Provider's monthly payment. Provider understands that placement of a child in a residential facility, therapeutic foster care or enhanced foster care may be approved through the established staffing process for a limited duration. Continuation of placement after the end of the authorized service period in such programs can be authorized only through the established staffing process. Failure by Provider to attain authority through the established staffing procedure for continuation of such placement that results in an unauthorized expense to NWFHN may cause the deduction of an equal amount of such unauthorized expense from Provider's monthly payment. If applicable, any adoption subsidy file that is determined to not follow these requirements may be subject to penalty and repayment of funds relating to the non-compliance by the Provider.

- C. In the event Provider fails to meet reporting compliance deadlines, monthly compensation shall be dispersed contingent upon receipt and acceptance of the reports by NWFHN.

D. Any surplus funds remaining from the delivery of services under this Subcontract, within the terms of this Subcontract, must be returned to NWFHN.

E. If applicable, funds received for service under this Subcontract are not to be used for direct client expenses.

This contract includes POS/Flex Funds.

This contract does not include POS/Flex Funds.

1. If applicable, funds received for service under this Subcontract includes the amount allocated for Purchase of Service (POS)/flex funds, and direct client expenses shall not exceed the amount allocated for POS/Flex funding in this Subcontract. Contract dollars cannot be used to cover POS/Flex expenses and must be reported separately. Therefore, the Provider should ensure the appropriate use of POS/Flex funds, confirming expenses are reasonable, ordinary, necessary and appropriately documented and approved. As the payor of last resort, POS/Flex funds under this Subcontract should not be satisfied for expenses that would otherwise have been covered elsewhere. Provider POS/Flex invoices are due by the 3rd calendar day of the month. At Year End, the Provider will be allowed until July 15th to submit any additional POS/Flex invoices not submitted by July 3rd. POS/Flex expenses not submitted by the July 15th deadline will not be reimbursed the following fiscal year without approval from NWFHN Contract Manager. There will be no approval or reimbursement of purchase of service expenses for a prior fiscal year if the invoice is submitted for reimbursement 60 days after the end of the fiscal year.

2. Appropriate use of POS expenditures

a. Expenses that prevent removal or provide reunification of families.

b. Expenses that are not covered by Medical insurance or 100806 funds (19MCB/19MCF).

c. Expenses that are direct client expenditures and should be associated with the child as the benefactor of such services.

d. POS/Flex funds should be utilized after all avenues have been pursued (for example, other community resources, does the client have funds available in their client trust account, etc.).

e. Any Medicaid eligible services must be billed to Medicaid if the client is eligible, such as the Comprehensive Behavioral Assessment (CBHA).

f. Any dental/medical services must be billed to the client's insurance.

- g. Any services that are billable under 100806 funds (19MCB/19MCF) must be billed to 100806 funding and following the 100806 guidelines.
  - h. Sales tax within the State of Florida will not be reimbursed.
  - i. If gift cards are purchased to be used by the client/families, then the subsequent receipt for that purchase must also be submitted. No reimbursement for a gift card purchase will be made without receipt of allowable purchase made on the gift card.
3. If applicable, contract funding shall be adjusted by NWFHN when purchase of service (POS) funding is cumulatively over spent at either the end of the contract or at each period ending June 30th of NWFHN's fiscal year, whichever occurs first. The adjustment shall occur after year end or Subcontract year end expenditures are finalized and total amounts applied to the final contract invoice or the June 30th invoice, whichever occurs first. The adjustment shall be a reduction of the total current annual contract amount equal to the amount of the over expenditure to the program's allocated POS budget. These expenditures cannot be changed to the DCM contract but must be borne by the agency and reported as an additional quarterly revenue and expense report.
- F. NWFHN reserves the right to reallocate available funds as necessary for the success of the project based on quarterly reviews of required reports.
- G. Provider understands and agrees that NWFHN's obligation to pay any compensation is contingent upon NWFHN's receipt of funds due from the Department. Accordingly, payments by NWFHN to Provider shall be appropriately adjusted to reflect any shortfall in the receipt of funds by NWFHN from the Department. NWFHN shall notify Provider as soon as possible of any such discrepancy. Notwithstanding the foregoing, to the extent the shortfall is directly attributable to the identifiable negligence or wrongful of NWFHN or another Provider, the payments by NWFHN to Provider shall not be adjusted.
- H. Provider shall submit all monthly invoices using the form provided by NWFHN (Service Invoice) and support as listed below. All invoices are due monthly by the 3<sup>rd</sup> of month, with the exception of Residential Group Care invoices.
- I. Provider shall submit a separate invoice for services provided on a monthly basis. If applicable, multiple invoices shall be submitted together in one submission to NWFHN.
- J. If applicable, Provider understands that this Subcontract contains Promoting Safe and Stable Families Act funds which have a twenty-five percent (25%) match requirement (cash or in-kind) and that the estimated amount of this funding each month may be as much as thirty-three percent (33%) of the monthly contract amount. If this Subcontract also contains State Visitation and Access Grant funds it will have a ten percent (10%) match requirement (cash or in-kind). Provider is required to document match on a monthly basis and submit

the **Match Documentation and Adjustment Form and Match Back-Up Documentation**, with the invoice.

#### **IV. Method of Payment**

##### **A. Vacancy Adjustment Calculation**

- This contract does have a Vacancy Adjustment Calculation.
  - This contract does not have a Vacancy Adjustment Calculation.
1. If a position is vacant on the first day of the contract, Provider shall deduct the amount of that position from the invoice for the number of days the position remains vacant until it is filled. After a position is initially filled, the provisions in **Section IV, A.**, below, apply.
  2. At any time, a position is vacant, including holidays, NWFHN shall deduct 80% from the invoice. The following will be considered in the calculation:
    - a.  $((\text{Total Weekdays Vacant in current month}) / (\text{Total Weekdays in current month}) \times (\text{Monthly cost for Vacant Position})) \times .8$
    - b. New Total Weekday-Vacant days are calculated starting with the day after the vacant position termination date.
    - c. Current Vacant Positions are the summed workdays between the first and last day of the month.
    - d. If a position is filled during the month, the day before the start date will be used for the final calculation.
  3. In the event that a vacancy is created by an employee entering a family medical leave status, long-term disability status, or other long-term leave status, and the employee has exhausted all available paid leave hours (vacation, sick or paid time off), and the vacated position has not been temporarily filled within twenty (20) weekdays of exhaustion of all of the employee's paid leave hours, then the monthly contract payment for the vacant position shall be reduced by eighty percent (80%), until such time as the vacancy has been filled. Provider shall notify NWFHN within five (5) weekdays of employee's request to utilize any of the above listed leave status.

##### **B. Residential Group Care – Daily Rate**

- This contract does have a Daily Rate.
  - This contract does not have a Daily Rate.
1. The provider shall maintain records documenting the total number of recipients and names of recipients for whom services were provided and the date(s) that the services were provided so that an audit trail documenting service provision is maintained.

2. Invoices are due monthly by the 1<sup>st</sup> to [invoices@nwfhealth.org](mailto:invoices@nwfhealth.org), with [contracts@nwfhealth.org](mailto:contracts@nwfhealth.org) copied.
3. Provider will receive a copy of the FSFN Census Detail from NWFHN and shall verify dates of service. A signed copy of the Census Detail is due back within 24 hours of receipt.

**V. Provider Match Funding**

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

If applicable, Provider is required to document Match on a monthly basis and submit Match Documentation and Adjustment Form and Match Backup Documentation with the invoice. Any cumulative Match shortage at 6/30 will result in the equivalent portion of unrestricted funding to be deducted from the June invoice to ensure provider federal match is met.