

This Amendment shall be effective September 1, 2024 or the last party signature date, whichever is later. The above referenced Contract is hereby amended as follows:

1. CF Standard Contract 2019 is replaced by the attached Standard Contract Part 1 v24.3; Part 2 of the Contract remains in effect, except as modified herein.
2. Notwithstanding Item 1, the original Effective Date and the Original Signatures remain in effect.
3. In **E-3.1**, the text "Section 402.310, F.S." is replaced by "Section 402.307, F.S."
4. In **E-4**, the text is replaced with "Reserved."
5. **A-4** is amended to read:

**A-4.1.** The Provider is responsible for its own acts of negligence resulting in claims arising out of this Agreement up to the limits in § 768.28, F.S. Nothing herein shall be construed as a waiver of sovereign immunity or consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement. This is the only language that the Provider or any state agency, including the Department of Children and Families, can agree to by law.

**A-4.2.** As a state agency, the insurance requirements under **4.8**. are covered by the following:

**A-4.2.1** The Provider, a political subdivision of the State, is self-insured, as authorized by § 768.28(16), F.S. The Provider will certify that it maintains and agrees to continue to maintain during the term of this agreement, general and professional liability protection coverage through such self-insurance.

**A-4.3 Workers Compensation Insurance (WCI).** The Provider's WCI is provided through self-insurance and in compliance with Chapter 440, F.S. Additional insurance requirements do not apply to the Provider. The Provider shall require subcontractors to provide WCI for their employees absent coverage by the Provider's WCI.

**A-4.4 General Liability Insurance.** The Provider's insurance is provided through self-insurance, as authorized by § 768.28(16), F.S. Additional insurance requirements do not apply to the Provider. The Provider is responsible for its own acts of negligence up to the amounts in § 768.28, F.S. The Provider is self-insured up to the amounts in § 768.28, F.S., for negligence.

**A-4.4.1 Subcontractor General Liability Insurance.** The Provider shall ensure subcontractors secure and maintain Commercial General Liability Insurance. This insurance will provide coverage for all claims that may arise from the services completed under this Contract.

6. All provisions in the Contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

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**IN WITNESS THEREOF**, the parties hereto have caused this Amendment executed by their undersigned officials as duly authorized.

**PROVIDER: Broward County, A Political  
Subdivision of the State of Florida**

**FLORIDA DEPARTMENT OF CHILDREN AND  
FAMILIES**

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

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

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

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

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

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

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

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

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**Contract Number:** JC206  
**ALN Number(s):** 93.575  
**CSFA Number(s):**

**Services:**  Client  Non-Client  
**Type:**  Subrecipient  Contractor  
**Funds:**  Federal  State

**THIS CONTRACT** is entered into between the State of Florida, **Department of Children and Families, (Department)** and **Broward County, A Political Subdivision of the State of Florida, (Provider)**. The Department and the Provider agree as follows:

**1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT**

**1.1. Purpose and Contract Amount**

The Department is engaging the Provider to offer regulatory, licensing, and certification activities to Child Care Facilities and Family Child Care Homes in Broward County, Florida and School Readiness, as further identified in this Contract, with payment as provided in **Section 3**, in an amount not to exceed **\$4,195,580.00** (Contract Amount).

**1.2. Effective and End Date**

This Contract shall be effective **7/1/2015** or the last party signature date, whichever is later (Effective Date). The service performance period under this Contract shall commence on **7/1/2015** or the Effective Date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **6/30/25** (End Date), subject to the survival of terms provisions of **7.4**. Any earlier termination of this Contract amends the End Date. This Contract may be renewed in accordance with §§287.057(14) or 287.058(1)(g), Florida Statutes (F.S.).

**1.3. Official Payee and Party Representatives**

The name, address, telephone number and e-mail address of the Department and the Provider's representatives for this Contract are as follows:

**1.3.1. Provider: Official Payee**

Name: Julie Winburn, Human Services Administrator  
 Address: 1 N. University Drive  
 City: Plantation  
 State: FL Zip: 33324  
 Phone: 954-357-4800 Ext.: 0402  
 E-mail: jwinburn@broward.org

**1.3.2. Provider: Financial & Administrative Records**

Name: Ceyda Unsal, Regulated Business Administrator  
 Address: 1 N. University Drive  
 City: Plantation  
 State: FL Zip: 33324  
 Phone: 954-519-1254 Ext.:  
 E-mail: cunsal@broward.org

**1.3.3. Provider: Program Administrator & Primary Point of Contact**

Name: Julie Winburn, Human Services Administrator  
 Address: 1 N. University Drive  
 City: Plantation  
 State: FL Zip: 33324

**1.3.4. Department: Contract Manager & Primary Point of Contact**

Name: Brandi Williams  
 Address: 2415 N. Monroe St., Suite 400  
 City: Tallahassee  
 State: FL Zip: 32303

Phone:	954-357-4800	Ext.:	0402	Phone:	(850) 544-6457	Ext.:	_____
E-mail:	<u>jwinburn@broward.org</u>			E-mail:	<u>Brandi.Williams@myflfamilies.com</u>		

**1.3.5.** Changes to contact information for persons identified in **1.3** can be by Notice.

#### **1.4. Notices**

Unless stated otherwise, Notices between the Provider and the Department 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 Department. Notices will be deemed received upon actual receipt.

#### **1.5. Contract Document**

**1.5.1.** The headings contained in this Contract are for reference purposes only and shall not affect the meaning of this Contract.

**1.5.2.** 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.

**1.5.3.** 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.

**1.5.4.** 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.).

#### **1.6. Contract Composition**

**1.6.1.** 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:

**1.6.1.1. Exhibits A through F;**

**1.6.1.2.** Any documents incorporated into any exhibit by reference, or included as a subset thereof;

**1.6.1.3. Part 1** of this Contract, including Standard Contract Definitions, located at: <https://www.myflfamilies.com/general-information/contracted-client-services/library>;

**1.6.1.4. Attachments 1 through 4;**

**1.6.1.5.** PUR 1000 Form, located at: [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/state\\_purchasing\\_pur\\_forms](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms); and

**1.6.1.6.** Any incorporated attachments submitted by the Provider.

**1.6.2.** 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.

### 1.7. MyFloridaMarketPlace Transaction Fee

This Contract is **exempt from** the MyFloridaMarketPlace transaction fee.

## 2. 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, the Department reserves the right to increase or decrease the volume of services and to add tasks incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under **Section 3** will be equitably adjusted by the Department to the extent it prescribes a fixed price payment method or does not provide a method of payment for added tasks.

### 2.1. Scope of Work

The Scope of Work is described in **Exhibit B**.

### 2.2. Task List

The Provider shall perform all tasks set forth in the Task List, found in **Exhibit C**, in the manner set forth therein.

### 2.3. Deliverables

The deliverables are described in **Exhibit D**.

### 2.4. Performance Measures

To avoid contract termination, the Provider's performance must meet the minimum acceptable level of performance set forth in **Exhibit E**, 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, the Department may delay or deny payment for deliverables and also apply financial consequences.

## 3. PAYMENT, INVOICE AND RELATED TERMS

The Department 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 Department per **3.1** and shall remain subject to subsequent audit or review to confirm contract compliance. The State of Florida'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.

### 3.1. Prompt Payment and Vendor Ombudsman

Per §215.422, F.S., the Department has five business days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract elsewhere specifies otherwise. The Department determination of acceptable services shall be conclusive. The Department 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 §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.

### **3.2. Method of Payment**

The Provider shall be paid in accordance with **Exhibit F**.

### **3.3. Invoices**

**3.3.1.** The Provider shall submit invoices for payment, including any permitted travel expenses in this Contract, in accordance with §287.058(1)(a) – (b), F.S.

**3.3.2.** The Department 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 the Department.

### **3.4. Financial Consequences**

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply, at a minimum, financial consequences under §§287.058(1)(h) and 215.971(1)(c), F.S., as well as those provided for in **6.1**. Other financial consequences directly related to the deliverables under this Contract are defined in **Exhibit F**. The foregoing does not limit the Department'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 **6.2** 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 **3.5**, to the extent of such error.

### **3.5. Overpayments and Offsets**

The Provider shall return erroneous payments, overpayments, or payments disallowed by this Contract (including payments made for services subsequently determined by the Department to not be in full compliance with this Contract's requirements) or law, including interest at a rate established per §55.03(1), F.S., within 40 days after discovery by the Provider, audit, or the Department. The State or the Department 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 the Department unused funds, accrued interest earned, and unmatched grant funds, as detailed in the Final Financial Report, within 60 days of the End Date.

### **3.6. Rural Opportunities**

If the Provider is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in §288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Contract to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting the criteria, the Provider may elect in writing to exercise this provision as defined in §215.971(1)(h), F.S.

## **4. GENERAL TERMS AND CONDITIONS**

### **4.1. Legal Compliance**

**4.1.1.** The Provider shall comply with, and ensure its subcontractors, subgrantees, and others it arranges to provide deliverables comply with:

**4.1.1.1.** Applicable laws, rules, codes, ordinances, certifications, licensing requirements, and the Department's Children and Families Operating Procedures (CFOP);

**4.1.1.2.** 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 the Department's authorization, unused state financial assistance funds must be returned to the Department;

**4.1.1.3.** 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/cfop-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;

**4.1.1.4.** 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;

**4.1.1.5.** 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

**4.1.1.6.** 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:

**4.1.1.6.1.** The name of the issuing state agency and the applicable office or program;

**4.1.1.6.2.** Identifying name and number;

**4.1.1.6.3.** Starting and ending date;

**4.1.1.6.4.** Total dollar amount;

**4.1.1.6.5.** Purpose and the types of services provided; and

**4.1.1.6.6.** Name and contact information for the state agencies' Contract Manager.

## **4.2. Certifications and Attestations**

**4.2.1. 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.

**4.2.2. 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.

**4.2.3. 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.

**4.2.4. 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.

**4.2.4.1.** 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 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.

**4.2.4.2.** 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.

**4.2.4.3.** 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.

#### **4.3. 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.

#### **4.4. 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.

#### **4.5. 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.

#### **4.6. Independent Contractor, Subcontracting and Assignments**

**4.6.1.** 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.

**4.6.2.** The Department 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 the Department 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.

**4.6.3.** The Provider shall not assign its responsibilities under this Contract to another party, in whole or in part, without prior written approval of the Department. Such assignment occurring without prior approval of the Department shall be null and void.

**4.6.4.** The State of Florida may assign, in whole or part, its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida or to a provider of the Department's selection.

**4.6.5. Additional Terms if Subcontracting is Permitted**

**4.6.5.1.** The Provider cannot subcontract for any of the work contemplated under this Contract without the Department'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.

**4.6.5.2.** 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 the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

**4.6.5.3.** The Provider shall include the substance of all clauses contained in this Contract relevant to subcontractor compliance in all subcontracts and any sub-subcontracts.

**4.7. Indemnity**

**4.7.1.** This is the sole term covering indemnification. No other indemnification clause applies to this Contract. The Provider shall indemnify the Department, where indemnification is not limited by law, as follows:

**4.7.1.1. 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, 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 the State or the Department for that portion of any loss or damages proximately caused by the negligent act or omission of 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.

**4.7.1.2. Intellectual Property Liability.** The Provider shall fully indemnify, defend, and hold harmless 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 the Department's misuse or modification of the Provider's products 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 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 the Department the right to continue using the product, the Provider shall remove the product and refund the Department the amounts paid more than a reasonable rental for past use. The State and the Department will not be liable for any royalties, or licensing fees, not included in this Contract.

**4.7.1.3. Actions Related to this Contract.** The Provider shall fully indemnify, defend, and hold harmless 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 the Department.

**4.7.2. 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 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 the Department. The Provider shall indemnify, defend, and hold harmless the State and the Department from the consequences of such a breach.

**4.7.3.** The indemnification requirement in **4.7.1** does not apply if the Provider is a governmental entity, prohibited by law, or constrained by lack of legal authority, from indemnifying 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.

**4.7.4.** Nothing in this Contract constitutes a waiver of sovereign immunity or consent by the Department, or the State, or its subdivisions to suit by third parties or an agreement by the Department, the State, or its subdivisions to indemnify any person.

#### **4.8. Insurance**

**4.8.1. 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.

**4.8.2. 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. 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 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 and the State under this Contract.

**4.8.3. 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 and the State under this Contract.

**4.8.4. 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 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 **4.8** to the Department. The Provider shall submit certificates of insurance coverage, or other evidence of insurance coverage acceptable to the Department, prior to this Contract execution, and provide the Department 10 days prior Notice of any cancellation or nonrenewal.

#### **4.9. Notice of Legal Actions**

The Provider shall Notice the Department within 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 the Department.

#### **4.10. Intellectual Property**

**4.10.1.** 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 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 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.

**4.10.2.** A thing capable of being trademarked developed in anticipation, or as a result, of this Contract will be trademarked by or on behalf of the Department. Only after the Department declines, by Notice, to hold such trademark, may the Provider trademark such a thing in its own name.

**4.10.3.** Any website developed in anticipation, or as a result, of this Contract will be placed in a domain of the Department's choice, copyrighted in the Department's name. Only if the Department declines, by Notice, such placement or copyright, may the Provider copyright such a thing in its own name.

**4.10.4.** 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 the Department 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.

**4.10.5.** The Provider shall notify the Department of any intellectual property developed in connection with this Contract.

**4.10.6.** If the Provider is a member of the State University System, the Department's intellectual property rights under **4.10**, 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).

#### **4.11. Transition Activities**

When services that are the subject of the Contract continue through another provider, or the Department, after the End Date, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider, or the Department. 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 the Department, no later than the End Date and shall support the requirements for transition specified in a Department-approved Transition Plan, which the Provider shall develop in consultation with the Department.

#### **4.12. Publicity**

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

#### **4.13. 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) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

#### **4.14. Employee Gifts**

The Provider agrees it shall not offer to give or give any gift to any Department employee during the service performance period of this Contract and for two years thereafter. In addition to any other remedies available to 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 shall ensure any subcontractors comply with these provisions.

#### **4.15. 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:

**4.15.1.** A reportable incident is defined in CFOP 180-4.

**4.15.2.** 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.

**4.15.3.** 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](mailto:IG.Complaints@myflfamilies.com). The Provider and subcontractor 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.

#### **4.16. Employment Screening**

**4.16.1.** 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:

**4.16.1.1.** Employment history checks

**4.16.1.2.** Fingerprinting for all criminal record checks;

**4.16.1.3.** Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

**4.16.1.4.** Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement;

**4.16.1.5.** Security background investigation, which may include criminal record checks by local law enforcement agencies; and

**4.16.1.6.** 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.

**4.16.2.** 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.

**4.16.3.** 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 the Department or a Contract or Subcontract Provider, or if that individual is being promoted, transferred, or demoted within the Department or Contract or Subcontract Provider."

#### **4.17. 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.

## **5. RECORDS, AUDITS AND DATA SECURITY**

### **5.1. Records, Retention, Audits, Inspections and Investigations**

**5.1.1.** 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 the Department under this Contract. Upon demand, at no additional cost to 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 **5.1.2**. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

**5.1.2.** 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 the Department.

**5.1.3.** At all reasonable times for as long as records are maintained, persons duly authorized by 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.

**5.1.4.** A financial and compliance audit shall be provided to the Department as specified in this Contract.

**5.1.5.** 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.).

**5.1.6.** 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.

### **5.2. The Provider's Confidential Information**

**5.2.1.** By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to §215.985, F.S. The Provider, upon written request of the Department, shall promptly provide a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential", including citation to a protection created by statute, and state with particularity the reasons the provision is confidential.

**5.2.2.** 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 the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:

**5.2.2.1.** 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.

**5.2.2.2.** The Department, 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 **5.2.2.1**. Accompanying the submission shall be an updated version of the justification under **5.2.2.1**, 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, the Department is authorized to produce the records sought without any redaction of trade secret information.

**5.2.3.** 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.

### **5.3. 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 the Department in amending this Contract to maintain compliance with HIPAA Rules and any other applicable law requirements. Any ambiguity in **5.3** 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.

**5.3.1. 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.

#### **5.3.2. Specific Definitions for 5.3**

**5.3.2.1.** "Business Associate" has the same meaning as the term "business associate" at 45 CFR §160.103.

**5.3.2.2.** "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR §160.103, and for purposes of this Contract includes the Department.

**5.3.2.3.** "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

**5.3.2.4.** "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.

#### **5.3.3. Obligations and Activities of the Provider**

The Provider shall:

**5.3.3.1.** Not use or disclose PHI except as permitted or required in by **5.3** or law;

**5.3.3.2.** 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 the Department's behalf;

**5.3.3.3.** Acknowledge that the foregoing safeguards, policies and procedures requirements apply to the Provider in the same manner as such requirements apply to the Department; 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;

**5.3.3.4.** Report to 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;

**5.3.3.5.** 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

**5.3.3.6.** 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;

**5.3.3.7.** Provide additional information requested by the Department for investigation of or response to a breach;

**5.3.3.8.** Provide at no cost: Notice to affected parties within 30 days of determination of any potential breach of personal or confidential data of the Department (§501.171, F.S.); implementation of 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 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 the Department's actions;

**5.3.3.9.** 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);

**5.3.3.10.** Make PHI available in a designated record set to the Department as necessary to satisfy the Department's 45 CFR §164.524 obligations;

**5.3.3.11.** 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;

**5.3.3.12.** 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;

**5.3.3.13.** 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

**5.3.3.14.** Make internal practices, books, and records available to HHS for determining HIPAA rule compliance.

**5.3.4.** Provider and its Subcontractors may only use or disclose PHI as listed below:



- 5.3.4.1. To perform obligations under 5.3;
- 5.3.4.2. For archival purposes;
- 5.3.4.3. If necessary, for (a) proper management and administration or (b) to carry out legal responsibilities;
- 5.3.4.4. 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;
- 5.3.4.5. 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);
- 5.3.4.6. To conform with 45 CFR §164.514(b) in de-identifying PHI; or
- 5.3.4.7. To follow marketing, fundraising and research guidance in 45 CFR §164.501, 45 CFR §164.508 and 45 CFR §164.514.

### 5.3.5. 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.

### 5.3.6. Termination Regarding PHI

**5.3.6.1. Termination for Cause.** Upon the Department's knowledge of a material breach of the Provider's duties under 5.3, 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.

**5.3.6.2. 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).

**5.3.6.3.** Obligations under 5.3.6.2 survive termination.

### 5.4. 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 the Department's information systems or maintains any client or other confidential information in electronic form.

**5.4.1.** The Provider shall designate an Information Security Officer competent to liaise with the Department on security matters and maintain an appropriate level of information security for 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 the Department's information systems or any client or other confidential information. The Information Security Officer will ensure any access to 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.

**5.4.2.** The Provider shall provide the Department's latest security awareness training to all persons prior to granting access to 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.

**5.4.3.** The Provider shall prevent unauthorized disclosure or access, from or to 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.

**5.4.4.** The Provider shall notify the Contract Manager within 120 hours, following the determination of any potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information.

**5.4.5.** 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 the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information.

**5.4.6.** 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.

## **5.5. Public Records**

**5.5.1.** 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 the Department may unilaterally terminate this Contract.

**5.5.2.** As required by §119.0701, F.S., to the extent the Provider is acting on behalf of the Department the Provider shall:

**5.5.2.1.** Maintain public records that ordinarily and necessarily would be required by the Department to perform the service.

**5.5.2.2.** Upon request from the Department's custodian of public records, provide to 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.

**5.5.2.3.** 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 the Department.

**5.5.2.4.** Upon completion of this Contract, transfer, at no cost, to the Department all public records in possession of the Provider or keep and maintain public records required by the Department to perform the service. If the Provider transfers all public records to 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 the Department, upon request from the Department's custodian of public records, in a format compatible with the information technology systems of the Department.

**5.5.3. 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 EMAIL AT [DCFCustodian@MYFLFAMILIES.COM](mailto:DCFCustodian@MYFLFAMILIES.COM), OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 2415 NORTH MONROE STREET, TALLAHASSEE, FL 32303.**

## **6. INSPECTIONS, PENALTIES, AND TERMINATION**

### **6.1. Financial Penalties for Failure to Take Corrective Action**

**6.1.1.** In accordance with the provisions of §402.73(1), F.S., and Rule 65-29.001, F.A.C., should the Department require a corrective action to address noncompliance under this Contract, incremental penalties listed in **6.1.2** through **6.1.3** 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 the Department 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 the Department's application of any other remedy available to it under law or this Contract.

**6.1.2.** The increments of penalty imposition that shall apply, unless the Department 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.

**6.1.2.1.** Noncompliance that is determined by the Department 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.

**6.1.2.2.** 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.

**6.1.2.3.** Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a 2% penalty.

**6.1.3.** The deadline for payment shall be as stated in the Department order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Provider.

### **6.2. Termination**

**6.2.1.** The Department 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.

**6.2.2.** The Provider may terminate this Contract upon no less than 120 days' Notice to the Department unless another time is mutually agreed upon in writing.

**6.2.3.** In the event funds for payment pursuant to this Contract become unavailable, the

Department may terminate this Contract upon no less than 24 hours' Notice in writing to the Provider. The Department is the final authority as to the availability and adequacy of funds.

**6.2.4.** In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department 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 the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department'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. **6.2** does not limit the Department's right to legal or equitable remedies.

**6.2.5.** Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department 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:

**6.2.5.1.** Previously failed to satisfactorily perform in a contract with the Department, was notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or

**6.2.5.2.** Had any other contract terminated by the Department for cause.

**6.2.6.** In the event of termination under **6.2.1** or **6.2.3**, the Provider shall be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

**6.2.7.** If this Contract is for an amount of \$1 million or more, the Department 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, the Department 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.

## **7. OTHER TERMS**

### **7.1. 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.

### **7.2. 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.

### **7.3. 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 the Department.

### **7.4. Survival of Terms**

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

### **7.5. 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 the Department's operating budget.

### **7.6. 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 the Department or a provider of services to the Department.

### **7.7. Purchases by Other Agencies**

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.045, F.A.C., if requested by another agency. Other State agencies may purchase from the resulting contract, provided the Department of Management Services has determined this Contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

### **7.8. Unauthorized Aliens**

**7.8.1.** Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Department 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.

**7.8.2.** 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.

### **7.9. 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.

#### **7.10. 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.

#### **7.11. 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.

#### **7.12. Major Disasters and Emergencies**

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, 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 the Department with payment subject to FEMA approval and reimbursement.

#### **7.13. Executive Compensation Reporting**

**7.13.1.** Annually on or before May 1 Provider shall complete and return the Executive Compensation Annual Report (Form PCMT-08), located at: <https://www.myffamilies.com/general-information/contracted-client-services/library>.

**7.13.2.** In accordance with §216.1366, F.S., if the Provider is a nonprofit as defined in §215.97(2)(m), F.S., the Provider must provide documentation to the Department that indicates the amount of state funds:

**7.13.2.1.** Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.

**7.13.2.2.** Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

**7.13.3.** If the Provider maintains a website, information provided pursuant to **7.13.2** must be posted on the Provider's website.

#### **7.14. 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>.

#### **7.15. Post-Award Notice Dissemination**

If the Provider receives federal or state financial assistance, the Provider will receive a Post-Award

Notice (PAN) from the Department, which will contain information required to meet the Department's obligations in accordance with 2 CFR Part 200, §215.97 F.S., and Rule 69I-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.

#### **7.16. 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.

### **8. FEDERAL FUNDS APPLICABILITY**

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

#### **8.1. Federal Law**

**8.1.1.** Provider shall comply with Federal law and regulations including 2 CFR, Part 200, and other applicable regulations.

**8.1.2.** 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.

**8.1.3.** 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 the Department.

**8.1.4.** 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.

**8.1.5.** 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.

**8.1.6.** 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.

**8.1.7. 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).

## **9. CLIENT SERVICES APPLICABILITY**

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

### **9.1. 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 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.

### **9.2. 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 the Department'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. The Department 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, the Department may exercise oversight authority over such Provider to assume implementation of agreed emergency relief provisions.

### **9.3. 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.

## **10. PROPERTY**

**10.1.** The following only applies to this Contract if funded by state financial assistance.

**10.2.** 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.

**10.3.** 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 the Department 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 the Department whether new purchases have been made or not.

**10.4.** 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.

**10.5.** The Contract Manager must provide disposition instructions to the Provider prior to the End Date. The Provider cannot dispose of any property reverting to the Department 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.

**10.6.** 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 the Department and will be used in place of the original acquisition cost.

**10.7.** Title (ownership) to and possession of all property purchased by the Provider pursuant to this Contract vests in the Department 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 the Department, the replacement cost of any property inventoried and not transferred to the Department upon completion or termination of this Contract. When property transfers from the Provider to the Department, the Provider is responsible for paying for the title transfer.

**10.8.** 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.

**10.9.** The Provider will indemnify 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.

**10.10.** An amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

## **11. AMENDMENT IMPACT**

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

By signing this Contract, the parties state they have read and agree to the entire Contract, as described in 1.6.

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

**PROVIDER: Broward County, A Political  
Subdivision of the State of Florida**

**FLORIDA DEPARTMENT OF CHILDREN  
AND FAMILIES**

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

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

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

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

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

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

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

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

Federal Employer Identification Number (FEIN) or Social Security Number (SSN): 59-6000531

Provider Fiscal Year Ending Date: 09/30

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REVISED EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Sections 1 through 9 of the Integrated Standard Contract, as provided herein:

**A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT**

N/A

**A-2. STATEMENT OF WORK**

N/A

**A-3. PAYMENT, INVOICE AND RELATED TERMS**

N/A

**A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE**

**A-4.1** The Provider is responsible for its own acts of negligence resulting in claims arising out of this Agreement up to the limits in § 768.28, F.S. Nothing herein shall be construed as a waiver of sovereign immunity or consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement. This is the only language that the Provider or any state agency, including the Department of Children and Families, can agree to by law.

**A-4.2** As a state agency, the insurance requirements under 4.8. are covered by the following:

**A-4.21** The Provider, a political subdivision of the State, is self-insured, as authorized by § 768.28(16). The Provider will certify that it maintains and agrees to continue to maintain during the term of this agreement, general and professional liability protection coverage through such self-insurance.

**A-4.3 Workers Compensation Insurance (WCI).** The Provider's WCI is insurance provided through self-insurance and in compliance with Chapter 440, F.S. Additional insurance requirements do not apply to the Provider. The Provider shall require subcontractors to provide WCI for its employees absent coverage by the Provider's WCI.

**A-4.4 General Liability Insurance.** The Provider's insurance is provided through self-insurance, as authorized by § 768.28(16), F.S. Additional insurance requirements do not apply to the Provider. The Provider is responsible for its own acts of negligence up to the amounts in § 768.28, F.S. The Provider is self-insured up to the amounts in § 768.28, F.S., for negligence.

**A-4.41 Subcontractor General Liability Insurance.** The Provider shall ensure subcontractors secure and maintain Commercial General Liability Insurance. This insurance will provide coverage for all claims that may arise from the services completed under this Contract.

**A-5. RECORDS, AUDITS AND DATA SECURITY**

N/A

**A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION**

N/A

**A-7. OTHER TERMS**

**A-7.1.** Program or Service Specific Terms

**A-7.1.1** Background Screening – criminal history fingerprint background checks conducted through local law enforcement, Florida Department of Law Enforcement (FDLE), and the National Crime Information Center (NCIC) databases for all child care facility and family child care home employees and owner/operators and the procedures resultant from conducting these screenings.

**A-7.1.2** Chapter 7, Broward County Code of Ordinances (Child Care Ordinance), as amended from time to time, setting forth the minimum standards for child care facilities licensed in Broward County.

**A-7.1.3** Chapter 20, Article XV, Broward County Code of Ordinances (Family Child Care Home Ordinance), as amended from time to time, setting forth the minimum standards for family child care homes licensed in Broward County.

**A-7.1.4** Child Care Licensing and Enforcement Section- a regulatory program which is responsible for the licensure of child care facilities and family child care homes. The child care licensure program is premised in law and establishes requirements for the provision of such services through the promulgation of administrative rules, inspections of child care facilities and family child care homes to determine compliance, offer technical assistance, and provide for enforcement for noncompliance of such standards.

**A-7.1.5** A licensed child care facility is any child care facility or child care arrangement, whether or not operated for profit, which provides child care for more than five children unrelated to the operator and which receives a payment, fee, or grant for any of the children receiving care.

**A-7.1.6** A licensed family child care home is an occupied residence, whether or not operated for profit, in which child care is regularly provided for children from at least two unrelated families and which receives a payment, fee or grant for any of the children receiving care.

**A-7.1.7** Florida Safe Families Network (FSFN) - The State of Florida's statewide computer system designated to track all child welfare services.

**A-7.1.8** SansWrite - A software program supporting child care licensing and tracking.

**A-7.1.9** Child Care Licensing and Enforcement Information System - The Provider will utilize the Department's approved Child Care Licensing Enforcement Information System and software.

**A-7.1.10** Quarter - The State of Florida's fiscal year includes the period July 1 thru June 30. The quarter time periods that comprise this fiscal year are July 1 - September 30, October 1 - December 31, January 1 - March 31, and April 1 - June 30.

**A-7.1.11** School Readiness Program Monitoring Activities (SR) – All actions completed by licensing personnel to monitor School Readiness Program providers and verify compliance with Section 1002.88(1)(c) F.S. and Rule 6M-4.620, F.A.C.. Health and Safety Checklists and Inspections, and coordinate licensing and training functions related to child care inspections, in accordance with and as described in the Memorandum of Understanding (MOU) between the Department of Education, Office of Early Learning hereinafter referred to as "OEL" and Broward County.

**A-7.1.12** Early Learning Coalitions ("ELCs") – The entities established pursuant to Section 1002.83 F.S. which are responsible for administrating the School Readiness Program pursuant to and in accordance with Sections 1002.84 and 1002.87 F.S.

**A-8. FEDERAL FUNDS APPLICABILITY**

N/A

**A-9. CLIENT SERVICES APPLICABILITY**

N/A

## EXHIBIT B - SCOPE OF WORK

### B-1. Scope of Services

The Provider shall license child care facilities and family child care homes in Broward County as required in Section 402.301 through 402.319, F.S., Chapters. 65C-20, 65C-22, and 65C-25 F.A.C., and applicable local ordinances, in compliance with applicable state and federal laws, rules and regulations as they may be enacted or amended from time to time; and provide School Readiness Program provider monitoring, in order to verify compliance with the health and safety standards under Section 1002.88(1)(c), F.S., and Rule 6M-4.620, F.A.C., Health and Safety Checklists and Inspections, in accordance with the terms and conditions of the most current and valid Memorandum of Understanding (MOU) executed by the State of Florida, Department of Education, Office of Early Learning (OEL) and the Provider relating to the School Readiness Program, and coordinate licensing and training functions with the Department related to child care inspections.

### B-2. Major Contract Goal

The goal of child care licensing is to ensure compliance with child care licensing standards and to improve the quality of care in child care arrangements, in order to protect the health, safety, and well-being of children of the state and to promote their emotional and intellectual development and care.

### B-3. Service Area/Locations/Times

The Provider will coordinate child care licensing services and School Readiness Program provider monitoring in Broward County as provided under this contract at the location indicated below:

#### B-3.1. Broward County Child Care Licensing and Enforcement Office

1 North University Dr.  
Plantation, FL 33324

The service times are Monday through Friday 8:00 a.m. to 4:30 p.m.

#### B-3.2. Changes in Location

The Provider will notify the contract manager in writing at least seven (7) calendar days prior to any changes in office location.

**B-4. Clients to be Served** – Not applicable to this contract.

**B-5. Client Eligibility** – Not applicable to this contract.

**B-6. Client Determination** – Not applicable to this contract.

### B-7. Equipment

The Provider will maintain sufficient facilities and equipment to deliver agreed upon services, and enter appropriate data into the approved Childcare Administration, Regulation and Enforcement System (CARES).

### B-8. Contract Limits

**B-8.1.** As prescribed in Section 402.307(3), F.S., the approval to issue licenses for the Department shall be renewed annually. Within 30 days after the promulgation of state minimum standards, the Provider shall provide the Department with a copy of its standards if they differ from the state minimum standards. At the same time, Broward County shall provide the Department with the administrative procedures it intends to use for the licensing of child care facilities. The Department shall have the authority to determine if local standards meet or exceed state minimum standards. Within 60 days after the Provider has submitted its standards and procedures, the Department, upon being satisfied that such standards meet or exceed state minimum standards and that there is compliance with all provisions of ss. 402.301-402.319, F.S. shall approve the Provider as a local licensing agency. An onsite review may be made if deemed necessary by the Department.

**B-8.2.** The services shall be performed in Broward County.

## EXHIBIT C - TASK LIST

The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

### C-1. Service Tasks

- C-1.1.** The Provider will enforce Chapter 7 and Chapter 20, Article XV, Broward County Code of Ordinances, Chapter 402 Sections 301-319, F.S., Chapters 65C-20, 65C-22, and 65C-25, F.A.C., in compliance with applicable state and federal laws, rules and regulations as they may enacted or amended from time to time, and shall comply with the terms and conditions of the current and valid MOU between the OEL and the Provider relating to the School Readiness Program.
  - C-1.1.1.** The Provider will submit to the Child Care Regulation Program Office Policy Unit and the Contract Manager by July 31<sup>st</sup> of each year a copy of its standards and procedures for review to determine continued compliance with s. 402.307, F.S. and if deemed necessary, agree to an onsite review.
  - C-1.1.2.** The Provider will within 30 days after the promulgation of any new state minimum standard, provide the Child Care Regulation Program Office Policy Unit and the Contract Manager with their plan for revising their county specific ordinances/standards if they differ from the state minimum standards.
- C-1.2.** The Provider will issue and renew licenses for all child care facilities and family child care homes that meet the requirements in paragraph C-1.1.
- C-1.3.** The Provider will, to ensure compliance with standards, inspect all licensed child care facilities and family child care homes at a minimum of twice a year.
- C-1.4.** The Provider will respond to all complaints and abuse calls regarding child care facilities and family child care homes and investigate within two (2) business days.
- C-1.5.** The Provider will give technical assistance to all new child care facilities and family child care homes, and assistance to existing providers on an as needed basis. All child care facilities and family child care homes will be kept abreast of any changes in licensing requirements and any training associated with such changes as needed.
- C-1.6.** The Provider will maintain and update Provider Information to ensure the most current information is maintained at all times in the Department approved Child Care Licensing Information System.
- C-1.7.** The Provider will update the Department Approved Child Care Licensing System at least monthly to reflect changes and incorporate data collection during the previous month.
- C-1.8.** The Provider is to utilize the Childcare Administration, Regulation & Enforcement System (CARES) to store and maintain Broward County child care provider information, including all personnel records and current license expiration dates. All provider information must be entered into the system prior to the license being issued and updated to maintain accuracy of information. The Provider will update CARES at least monthly to reflect changes and incorporate data collection during the previous month.
- C-1.9.** The Provider is to utilize the Child Care Regulation Application (CCRA) for all inspections, including the school readiness inspections conducted pursuant to the Memorandum of Understanding with the Office of Early Learning. Inspections must be uploaded into CARES within 10 days of the inspection date, except for complaint inspections that must be uploaded into CARES with 10 days of completion.
- C-1.10.** For any Gold Seal Quality Care designated child care providers in Broward County:
  - C-1.10.1.** The Provider must include language in all Administrative Action and Enforcement Actions for any Class I violation, or three or more in the same Call II violations within a two-year period, that states “the violation may affect the status of the provider’s Gold Seal designation pursuant to s. 402.281, Florida Statute.”
  - C-1.10.2.** The Provider must submit a copy via email to the Office of Child Care Regulation Program Office policy unit and the Contract manager all final orders, stipulations or settlement agreements written in accordance with C-1-10.1 within 10 days of receiving the documentation.
- C-1.11.** The Provider will access the Department’s child care licensing website below to review and incorporate new policies:  
<http://www.dcf.state.fl.us/programs/childcre/about/shtml>.

## **C-2. Administrative Tasks**

### **C-2.1. Staffing**

- C-2.1.1.** The Provider will designate professional child care licensing positions to monitor, inspect, and approve, where appropriate, licensure of child care facilities and family child care homes, and School Readiness Program providers in accordance with applicable laws, ordinances, and rules and regulations referenced in B-1, Scope of Services above, and maintain sufficient staff to provide the services described in the tasks list
- C-2.1.2.** The Department recommends the Provider establish caseload size to ensure inspections are conducted effectively and timely. The Department suggests looking to the workload standard utilized by the Department of 100:1 for licensed family day care homes/large family child care homes and 50:1 for child care facilities.

### **C-2.2. Professional Qualifications**

- C-2.2.1.** The licensing inspectors must have, at a minimum, an Associate degree (A.A.); however, a Bachelor of Arts (B.A.) or Bachelor of Science (B.S.) degree is preferred.
- C-2.2.2.** The Provider will notify the Contract Manager in writing within ten working days when the Provider's section manager position becomes vacant or there is a change in the section manager.
- C-2.2.3.** The Provider will ensure that all Provider staff performing services under this contract undergo a level 2 background screening as described in Chapter 435, F.S.
- C-2.2.4.** The Provider will comply with all requirements of Chapter 435, F.S.
- C-2.2.5.** The Provider will ensure each of the staff performing services under this contract have received basic training in child abuse and neglect (e.g. detection, reporting, prevention, and counseling), confidentiality requirements, and how to handle emergencies on the job.

### **C-2.3. Training**

- C-2.3.1.** The Provider's staff should participate in ongoing professional development training opportunities to ensure staff are up to date on legislation, rule changes, training, best practices in regulation, trends, policies, procedures, as well as other regulatory issues at the state and federal levels.
- C-2.3.2.** Training opportunities shall include but are not limited to:
  - C-2.3.2.1.** Child care Statewide Annual Training
  - C-2.3.2.2.** Playground Inspector Certification
  - C-2.3.2.3.** National Certified Investigator and Inspector Training (NCIT)
  - C-2.3.2.4.** Early Childhood Conferences
  - C-2.3.2.5.** National Association of Regulatory Administration Conference

### **C-2.4. Subcontracting**

No subcontracting is permitted under the terms of this contract.

### **C-2.5. Records and Documentation**

- C-2.5.1.** The Provider will maintain records and documentation of all child care facilities and family child care homes visited/inspected, all identified Class I violations, and all provisional licenses issued as a result of non-compliance, and all regular licenses issued.
- C-2.5.2.** The Provider must maintain separate paper and/or electronic files for each licensed child care facility and family child care home. The licensing file must include the following documents:
  - C-2.5.2.1.** the most current license
  - C-2.5.2.2.** completed licensing application
  - C-2.5.2.3.** completed licensing inspection forms, with corrective actions, if any
  - C-2.5.2.4.** current fire inspection (child care facilities only)
  - C-2.5.2.5.** complaints with results of the investigation, if any

**C-2.5.2.6.** corrective actions imposed, fines assessed and collected, and attempts to ensure compliance

**C-2.5.2.7.** training transcript for child care facility director or family child care home operator

**C-2.5.3.** The Provider must maintain a confidential file for each child care facility and family child care home containing information which requires confidentiality.

**C-2.6. Reports (programmatic and to support payment)**

All reports may be delivered via email.

Report Title	Reporting Frequency	Report Due Date	# of Copies Due	DCF Office to Receive Report
Invoice	Quarterly	15 <sup>th</sup> day of the month following quarter being reported	1	Contract Manager 111 S. Sapodilla Ave, Suite 317-E West Palm Beach, FL 33401 Mark.Holsapfel@myflfamilies.com
Child Care Local Licensing Quarterly Activities and Performance Measures Report	Quarterly	15 <sup>th</sup> day of the month following quarter being reported	1	Contract Manager 111 S. Sapodilla Ave, Suite 317-E West Palm Beach, FL 33401 Mark.Holsapfel@myflfamilies.com
Child Care Serious Injury and Death Report	Monthly	5 <sup>th</sup>	2	Child Care Regulation Program Office and Contract Manager
Annual Budget	Yearly	July 1 <sup>st</sup>	1	Contract Manager 111 S. Sapodilla Ave, Suite 317-E West Palm Beach, FL 33401 Mark.Holsapfel@myflfamilies.com
Six (6) Month Cost Report	Yearly	January 31 <sup>th</sup>	1	Contract Manager 111 S. Sapodilla Ave, Suite 317-E West Palm Beach, FL 33401 Mark.Holsapfel@myflfamilies.com
Annual Expenditure Report	Annually by August 15 for the previous state fiscal year	August 15 <sup>th</sup>	1	Contract Manager 111 S. Sapodilla Ave, Suite 317-E West Palm Beach, FL 33401 Mark.Holsapfel@myflfamilies.com
Civil Rights Compliance Checklist (Form CF0946)	Annually by June 30 <sup>th</sup> of each year of the contract	June 30 <sup>th</sup>	1	Contract Manager 111 S. Sapodilla Ave, Suite 317-E West Palm Beach, FL 33401 Mark.Holsapfel@myflfamilies.com
Child Care Standards and Procedures	Annually	July 31 <sup>st</sup>	2	Child Care Regulation Program Office and Contract Manager



Report Title	Reporting Frequency	Report Due Date	# of Copies Due	DCF Office to Receive Report
Financial Audit	Annually within 270 days of the Provider's fiscal year end, or 30 days after receipt of the audit, whichever is earlier	Annually	2	Contract Manager 111 S. Sapodilla Ave, Suite 317-E West Palm Beach, FL 33401 Mark.Holsapfel@myflfamilies.com
Provider Inventory List Form	At least annually, if no property is purchased or received	July 1 <sup>st</sup> <u>Or</u> When property is purchased or received	1	Contract Manager 111 S. Sapodilla Ave, Suite 317-E West Palm Beach, FL 33401 Mark.Holsapfel@myflfamilies.com

**C-2.6.1.** The Provider agrees to submit the Child Care Local Licensing Quarterly Activities and Performance Measures Report (Exhibit C-1) to the Department on a quarterly basis with the invoice.

**C-2.6.2** Each year, the Provider shall submit to the Contract Manager, **by January 31**, a cost report of revenue/expenditures by line item covering the period from **July 1 through December 31**, for the purpose of negotiating a subsequent contract. The actual revenue/expenditure report is submitted following the same format as the Provider's approved line item budget. No further payment shall be made to the Provider until the report is received, analyzed, and adjusted, if necessary. The Department reserves the right to make the final decision as to the disposition of any anticipated surplus dollars identified in this report. The Department also reserves the right to request back-up documentation of expenditures.

**C-2.6.3.** Each year, the Provider shall submit to the Contract Manager a final expenditure report showing actual expenditures by line item covering the period **July 1 through June 30** by **August 15**. The report is to be submitted following the same format as the Provider's approved line item budget and shall include only those costs that are a direct result of the contract. Any surplus dollars identified in this report will be returned to the Department in accordance with the terms outlined in the contract or may be utilized for other services, as approved in writing in advance by the Contract Manager.

**C-2.6.4. Acceptance of Reports:** Where the contract requires delivery of reports to the Department, mere receipt by the Department shall not be construed to mean or imply acceptance of these reports. It is specifically intended by the parties that acceptance in writing of required reports shall constitute a separate act. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the contract. The Department, at its option, may allow additional time within which the Provider may remedy the objections noted by the Department or the opportunity to complete, make adequate, or acceptable, or declare the resulting contract to be in default.

**C-2.6.5.** The Provider is to notify via email or phone call to the Office of Child Care Regulation Program Office policy unit and Contract Manager within 24 hours or any imminent media issues regarding child care providers in the County.

**C-2.6.6.** To meet Federal requirements, the Provider is to report via email to the Child Care Regulation Program Office policy unit and the Contract Manager by the 5<sup>th</sup> of each month the **CHILD CARE SERIOUS INJURY and DEATH REPORT (EXHIBIT C-2)**.

**C-3. Standard Contract Requirements.** Provider will perform all acts required by Sections 4, 5, and 7 of the Standard Contract.

**C-3.1. Coordination with Other Providers/Entities**

The Provider is required to coordinate with the Department or its lead agency's Background Screening Unit.

EXHIBIT C-1  
CHILD CARE LICENSING QUARTERLY ACTIVITIES AND PERFORMANCE MEASURES REPORT

FISCAL YEAR \_\_\_\_\_

		JUL- SEPT	OCT-DEC	JAN-MAR	APR-JUN
<b>Data</b>	Number inspections of child care facilities and/or family childcare homes				
	Number of inspections conducted for School Readiness Programs.				
	Number of new licenses issued and approved or denied within the statutory time frame each quarter				
	Number of new licenses issued and approved or denied each quarter				
<b>Performance</b>	Number of child care facilities and/or family child care homes inspected each quarter equal or greater than 510				
	Percentage of new licenses issued and approved or denied within the statutory time frame each quarter equal or greater than 95%				

This document may be revised without requiring an amendment to the contract.

An electronic version of this document will be made available to the Provider.

EXHIBIT C-2  
CHILD CARE SERIOUS INJURY and DEATH REPORT

Month of: \_\_\_\_\_

County: **Broward**

PROGRAM TYPE	DEATHS	SERIOUS INJURIES	PROVIDER ID
Facility, Licensed/Substantial Compliance			
Facility, Licensed Exempt (Religious)			
Facility, Unlicensed			
Home, Licensed			
Home, Licensed Exempt (Registered)			
Home, Unlicensed			

*This represents the number of deaths and serious injuries that occurred in Broward County by Program Type*

**EXHIBIT D – DELIVERABLES**

- D-1. Service Units** A service unit is one-quarter ( $\frac{1}{4}$ ) of child care licensing or re-licensing activities as described in the Task List in Sections C-1.1 through C-1.10.
- D-2.** A minimum of 510 licensed/registered child care facilities and/or family child care homes shall be inspected each quarter.
- D-3.** Inspections will be verified in the Child Care Licensing and Enforcement Information System or by submission of an Inspection Report on a template provided by the Department.

**EXHIBIT E – MINIMUM PERFORMANCE MEASURES**

**E-1. Minimum Performance Measures**

**E-1.1** A minimum of 510 licensed/registered child care facilities and/or family child care homes shall be inspected each quarter.

**E-1.2** A minimum of 95% of new licenses issued shall be approved or denied within the statutory time frame each quarter.

**E-2. Performance Evaluation Methodology**

**E-2.1.** The calculation for the performance standard detailed in **Section E-1.1** is

Number of child care facilities and/or family child care homes inspected each quarter	≥	510
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**E-2.2.** The calculation for the performance standard detailed in **Section E-1.2** is:

Number of new licenses issued and approved or denied within the statutory time frame each quarter	≥	95%
Number of new licenses issued and approved or denied each quarter		

**E-3. Description of Performance Measurement Terms**

**E-3.1.** The legal authority for imposing penalties is Section 402.307, F.S.

**E-4.** Reserved.

**E-4.1.** By execution of the contract, the Provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and the Provider will be bound by the conditions set forth in the contract. If the Provider fails to meet these standards, the Department, at its exclusive option, may allow a reasonable period, not to exceed 6 months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department must terminate the contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances.

**EXHIBIT F - METHOD OF PAYMENT**

**F-1. Payment Clause**

**F-1.1.** This is a fixed price (unit cost) contract. The Department shall pay the Provider for the delivery of service units provided in accordance with the terms and conditions of this contract for a total dollar amount not to exceed **\$4,195,580.00** for the ten (10) year period of the contract. The total contract amount and the unit cost for fiscal years **2015-2016 and 2016-2017 is \$359,558.00 each**, and for fiscal years **2017-2018 through 2024-2025: \$434,558.00 each**. Each fiscal year allocation is subject to the availability of funds.

**F-1.2.** The Department agrees to pay for the service units as listed below for following fiscal years:

<b>SERVICE UNIT</b>	<b>UNIT PRICE</b>	<b>MAXIMUM # OF UNITS</b>
One quarter (¼) of Child Care Facility and Family Child Care Home Licensing and School Readiness Program Inspection Activities	FYs 2015-16 through 2016-2017 = \$89,889.50 each quarter of each Fiscal Year	Four (4) each Fiscal Year
	Qtrs. 1-2 FY 2017-2018 = \$89,889.50 each quarter (excludes School Readiness Program Inspection Activities)  Qtrs. 3-4 FY 2017-2018 = \$127,389.50 each quarter (includes commencement of School Readiness Program Inspection Activities)	Two (2) each quarter of the Fiscal Year
	FYs 2018-2019 through 2024-2025 = \$108,639.50 each quarter of each Fiscal Year	Four (4) each Fiscal Year

Licensing activities will include all provisions outlined in **EXHIBIT C – TASK LIST** and **EXHIBIT E – PERFORMANCE MEASURES** for each child care facility or family child care home as long as licensure services are requested. School Readiness Program inspection activities will include all provisions outlined in that certain Memorandum of Understanding between the State of Florida, Department of Education, Office of Early Learning and the Provider, relating to the School Readiness Program.

The Provider shall perform the SR described in **Section B-1 of EXHIBIT B – SCOPE OF WORK**, attached hereto, so long as the Department continues to fund the \$75,000.00 for each fiscal year under the Contract for SR to be performed by the Provider, or unless the Provider or the State of Florida, Department of Education, Office of Early Learning (OEL) elects to terminate that certain Memorandum of Understanding (MOU) executed by the Provider and OEL, relating to SR. In the event of termination of the MOU, the Provider shall provide a copy of such written notice of termination to the Department specifying the effective date of termination of such MOU. The Department will pay the Provider for any SR performed by the Provider up to the date of termination of the MOU. In such event, the Department and the Provider agree to amend this Contract to reflect the reduction in the scope of services and to reduce the amount of funding accordingly for the remainder of the term of this Contract.

**F-2. Invoice Requirements**

**F-2.1.** The Provider shall request payment on a quarterly basis through the submission of a properly completed invoice on the Provider's letterhead with below information by the 15th of the month following the quarter for which payment is being requested. If the date falls on a weekend or holiday, the invoice is due the next working day.

**F-2.1.1.** The Provider's name and remittance address

**F-2.1.2.** The contract number

**F-2.1.3.** A description of the services provided

**F-2.1.4.** The time period being invoiced

**F-2.1.5.** The signature of the Provider's representative authorizing the invoice

**F-2.1.6.** The Provider's FEIN as stated on page 11 of the contract

**F-2.2.** Payments may be authorized only for service units on the invoice, which are in accordance with the terms and conditions of the contract. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by the contract.

**F-3. Financial Consequences**

The Provider shall be penalized 1.00% for each performance measure not met; up to a maximum of two percent (2%) of the invoice total to be reimbursed for the period not meeting performance measure. The Department shall notify the Provider, in writing of the reason for the invoice reduction and the amount of the reduction.