

MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN THE
CITY OF POMPANO BEACH
AND

Mental Health Association of Broward County, Inc.

THIS AGREEMENT made and entered into on this ___ day of _____, 2017 by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter the CITY.

Mental Health Association of Broward County, Inc. a Florida Not For Profit Corporation authorized to do business in the State of Florida, whose principal office is located at **7145 W. Oakland Park Boulevard, Lauderdale, FL 33313** hereinafter referred to as RECIPIENT.

WITNESSETH:

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2017-18 (October 1st through September 30th), the sum of **\$4,000** to RECIPIENT, to conduct a program entitled or activity as described in *Addendum "1"* which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2017 and ending September 30, 2018; and

WHEREAS, it is in the best interest of the City of Pompano Beach to enter into a contract with the RECIPIENT for the conduct of said program or activity in accordance with the terms and conditions set forth herein; and

WHEREAS, I/We, the undersigned representative(s) of the RECIPIENT, am/are authorized to sign this Agreement binding said RECIPIENT.

NOW, THEREFORE, in CONSIDERATION of the mutual promises herein, the parties do hereby agree as follows:

- 1) RECIPIENT agrees to do as follows:
 - a) To accept the funds as appropriated in accordance with the terms of this Agreement;
 - b) If RECIPIENT intends on obtaining matching funds from another source at the time of the application for the CITY grant, to submit a matching fund commitment agreement which is attached hereto as *Exhibit "A"* and incorporated herein by reference in its entirety to the CITY; and
 - c) Prior to the award of any City funds, RECIPIENT shall provide documentation substantiating that RECIPIENT's corporation/organization falls within Section 501(c)(3) and Section 501(A) of the Internal Revenue Code; and
 - d) To abide by Chapter 119, Florida Statutes, as from time to time amended, and to comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations. Any difference between the above federal, state, county or municipal guidelines or regulations and this Agreement shall be resolved in favor of

the more restrictive guidelines; and

- e) Not to utilize allotted funds under this Agreement for any purpose other than the purpose set forth in this Agreement; and
- f) To return to the CITY within fifteen (15) days of demand all City funds paid to said RECIPIENT under the terms of this Agreement upon the finding that the terms of any agreement executed by the RECIPIENT of the provisions or any applicable ordinance or law have been violated by the RECIPIENT; and
- g) To return to the CITY all funds expended for disallowed expenditures as determined by the City of Pompano Beach; and
- h) To maintain books, records and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to the project(s), sufficiently and properly reflect all expenditures of funds provided by the City of Pompano Beach under this Agreement; and
- i) To consent to:
 - 1) Such audits of the financial affairs of the RECIPIENT by the City of Pompano Beach Internal Auditor as the CITY may require; and
 - 2) Producing all documents required by the Internal Auditor; and
 - 3) In the case of the RECIPIENT receiving Fifty Thousand Dollars (\$50,000) or more from the City of Pompano Beach, furnish the City of Pompano Beach a copy of a grant auditing report conducted in accordance with generally accepted auditing standards, Government Auditing Standards, issued by the Comptroller General of the United States and the provisions of Office of Management and Budget Circular A-133. All grant funds shall be shown via explicit disclosure in the annual financial statements and/or the accompanying notes to the financial statement. This report shall be due within 120 days of the close of the CITY'S fiscal year; and
 - 4) For grants less than \$50,000, the annual report of receipts and expenditures to be submitted shall use a budget to actual comparative basis which shows the approved budget updated for any budget changes (paragraph 5) and a compilation of quarterly progress reports (paragraph 6). The annual report of revenues and expenditures shall include a statement of expenditures made in each budget category and line item identified in the budget as well as annualized statistical information relative to the program or activity which was previously submitted in quarterly progress reports. Outstanding encumbrances should be indicated in quarterly progress reports of expenditures. Timely liquidation of encumbrances in the fourth quarter of grant activity to expedite the timely submission of the fourth quarterly report is required as there will be no carryover of residual funds remaining unspent or unencumbered by the recipient. This report shall be on a fiscal year of October 1st through September 30th, and shall be due on November 16th of

each fiscal year; and

- 5) Preserve and make available all financial records, supporting documents, statistical records and any other documents pertaining to this agreement for a period of three (3) years after termination of this Agreement; or, if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained until resolution of the audit.
- j) To operate the program or activity generally described herein and more particularly described in *Addendum "1"* to this Agreement. The RECIPIENT may not enter into subcontracts or sub-grants under the provisions of this Agreement without the City of Pompano Beach's written approval. The RECIPIENT must furnish the City of Pompano Beach a copy of all subcontracts or sub-grants prior to receiving written approval.
- 2) This Agreement shall become effective on the 1st day of October 2017, and shall terminate on the 30th day of September 2018, unless cancelled sooner with or without cause by either party by giving thirty (30) days prior written notice of such cancellation to the other party.
- 3) The City of Pompano Beach agrees to pay the RECIPIENT the sum of **\$4,000** for the program or activity. City of Pompano Beach funds will be provided upon a quarterly **reimbursement** basis for all awards above \$15,000 based upon documented invoices. Reimbursable amounts for all awards above \$15,000 will be limited to 1/4 of the total award amount per quarter. For those awards equal to or less than \$15,000, reimbursements will be based upon documented invoices for any given quarter up to the entire amount of the award. In the event that RECIPIENT does not receive matching funds described in *Exhibit "A"* or said funds are revoked during the term of the Agreement, CITY funding may be revoked and RECIPIENT shall comply with (1) (f) of this Agreement for returning all or part of awarded CITY funds.
- 4) RECIPIENT agrees to provide the City of Pompano Beach City Manager's Office with a quarterly narrative progress report on the program or activity described in *Addendum "1"*. Such reports shall include basic statistical information relative to the program or activity and a statement of expenditures made in each budget category and line item identified in the budget which is included in *Addendum "1"*. Distribution of each reimbursement payment to the RECIPIENT shall be contingent upon prior receipt of the required progress report which is due during the preceding quarter. Quarterly reports shall be due no later than the following dates:

1st Quarterly Report (October/November/December) - February 1st

2nd Quarterly Report (January/February/March) - May 1st

3rd Quarterly Report (April/May/June) - August 1st

4th Quarterly Report (July/August/September) - November 15th

However, if any of the above dates fall on a weekend, then the due date will be extended to the next business day, thereafter.

- 5) The approved budget for the RECIPIENT, included in *Addendum "1"* and any changes in the budget which would affect expenditure of funds provided under the terms of this contract, must be approved in writing by the City Manager or his/her designee prior to the expenditure of such funds; provided, that nothing herein shall authorize or allow any expenditure or obligation of funds in excess of the total sum aforesaid.
- 6) RECIPIENT agrees that any funds provided by the City of Pompano Beach for the operation of the program or activity during the period of October 1, 2017 through September 30, 2018 which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation shall be retained by the City of Pompano Beach.
- 7) THIS AGREEMENT shall apply to all funds appropriated during the fiscal year ending September 30, 2018, provided that the City of Pompano Beach's rights and the RECIPIENT'S duties hereunder shall continue after said date as provided herein;
 - a) In the event that the City of Pompano Beach fails for any reason to appropriate funds for this agreement, this AGREEMENT shall be deemed terminated and CITY shall provide RECIPIENT with thirty (30) days written notice. Upon receipt of said notice, RECIPIENT shall be responsible for any and all expenses and/or legal obligations made after receipt of written notice from the CITY.
- 8) Nothing in this AGREEMENT shall be deemed to constitute or create a joint venture, partnership, pooling arrangement or other form of business entity between the RECIPIENT and the City of Pompano Beach. RECIPIENT agrees to indemnify and hold harmless the City of Pompano Beach from an against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the RECIPIENT's expenditure of allotted funds under this AGREEMENT and the RECIPIENT's program or activity generally described herein and more particularly described in *Addendum "1"* to this Agreement.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREG HARRISON, CITY MANAGER

Attest:

(SEAL)

ASCELETA HAMMOND, CITY CLERK

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by **LAMAR FISHER** as Mayor, **GREG HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"RECIPIENT":

MENTAL HEALTH ASSOCIATION OF BROWARD COUNTY, INC., a Florida Not For Profit Corporation

Witnesses:

Daniella Rodriguez
Helen Litch

By: *Paul F. Jaquith*

PAUL F JAQUITH
Typed or Printed Name

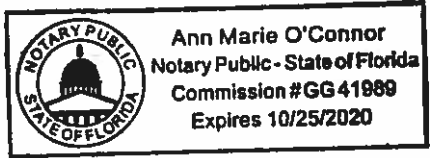
Title: Pres/CEO

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28th day of August, 2017 by PAUL JAQUITH as President/CEO of **Mental Health Association of Broward County, Inc., a Florida Not For Profit Corporation**. He/she is personally known to me or who has produced _____ (type of identification) as identification.

Ann Marie O'Connor
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:



(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

ADDENDUM "1"

**CITY OF POMPANO BEACH
FISCAL YEAR 2018**

FUNDING FOR NON-FOR-PROFIT ORGANIZATIONS

1. Legal Name of Organization: Mental Health Association of Broward County, Inc dba Mental Health Association of Southeast Florida
2. Mailing Address: 7145 W. Oakland Park Blvd.
Lauderhill, FL. 33313
3. Date of Incorporation: November 1957 and updated May 1986
 - 3a. Does your corporation/organization fall within Section 501(c)(3) and Section 501(a) of the Internal Revenue Code? Yes X No _____
(Please attach proof of tax exempt status)
4. Chief Executive Officer: Paul F. Jaquith, LCSW, CAP
Official Title: President/CEO Telephone #: 954 746-2055
5. Contact Person (if different from above): N/A
Telephone #: _____
6. Provide a brief description of the organizations goals and objectives:
The Mental Health Association works to promote mental wellness for all persons in the community. The goals are to educate the public about issues of mental health and illness; to promote preventions strategies that help persons with mental illness to live successfully in the community. Specific programs include free information and referral services, court approved and community based parent training, school based mentoring programs for children, services to families of children with severe mental illnesses, a range of free support groups, professional training, social and outreach services to persons with behavioral health issues and a consumer directed drop-in center serving adults throughout Broward County.

ADDENDUM "1"

7. Amount of funding requested: \$4,000

8. Provide a brief description of how City funds would be spent and identifying the community need(s) to be addressed. This should include what exactly will be provided and to how many people (City residents).

Over 1,500 Pompano residents are expected to be served and based on previous year's experiences this total will be more than met. The specific services will be Children's Prevention Programming, I'm Thumbbody and Listen to Children which is resiliency skill building services for more than 350 children from Pompano Beach. Parenting services for at least 75 families/caregivers and recovery focused services and resources for at least 100 Pompano Beach residents with behavioral health diagnoses. Public education to over 1100 Pompano Beach residents

9. How will the recommended funding compliment the array of City services currently being provided to City residents?

This project funds services not otherwise available to Pompano Beach residents. Resiliency skills are introduced to children in local public and charter schools. Children participate actively in education and mentoring and receive materials to take home to their families/caregivers. Parent training meets the needs of the Court and Child Net for families pursuing reunification following the loss of custody. Specialized supports are offered to families whose children have behavioral health challenges. Kinship services are provided to those families whose children are being cared for by a family member other than a parent. Adult services include recovery programming hosted MHA's 9MusesArtCenter.

ADDENDUM "1"

10. Will the recommended grant amount result in the leveraging of additional funds from the County, State, Federal or other foundations/agencies which require a local match like a contribution from the City of Pompano Beach? Yes X No
- 10a. If yes, what is the ratio of this other funding to the City's recommended funding?
Funds will contribute to local match requirements of MHA's Broward Behavioral Health Coalition (BBHC) which specifies a 25% Local Match.

ADDENDUM "1"

11. Does your organization receive support from the County or other cities? Yes No

11a. If yes, please list the amount(s) and source(s).

County Funding:

Broward County Service Funding	\$133,901 (FY 17 Consumer Support)
	\$145,078 (FY 17 Family Support, tentative)

Total County	\$ 278,979 (FY 17)
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City Funding:

Tamarac (anticipated)	\$1,000
Coral Springs (anticipated)	\$1,000
Lauderhill (anticipated)	\$2,500

12. What percentage of your organization's budget is direct delivery of service as opposed to "overhead"? 92%

ADDENDUM "1"

13. PERFORMANCE MEASURES

Please list below the various levels of service [performance measures] that your organization will be providing to residents of the City of Pompano Beach.

	Most Recently Completed Year 2016	Current Year Estimated 2017	Next Year Proposed 2018
Total Persons Served	10,000	10,000	10,000
Number of Pompano Beach residents served	5,902	4,500	2,400
Children's Prevention I'm Thumbbody and Listen to Children	647	350	300
Parent Training Classes, groups, individual and outreach	133	100	100
Consumer Support 9Muses, support groups and peer support	1,083	200	150
Public Education Publication (Connections Guides), public education, advocacy initiatives, media	1,175+	1,175+	1,175+

14. Agency Budget Information: *Please note that Total Resources Available and Total Resources Allocated should be EQUAL for each fiscal year.*

	Last Year Adopted 2017	Current Year Proposed 2018
Resource Available:		
City of Pompano Beach	\$4,000	\$4,000
Federal Funding	\$0	\$0
State Funding	\$449,470	\$449,470
Other Local Government Funding	\$309,728	\$278,979

ADDENDUM "1"

Foundation Grants		\$30,000	\$30,000
User Fees		160,000	\$160,000
Other Revenue Sources		\$535,714	\$535,714
Total Resources Available		\$1,488,912	\$1,281,261

Resource Allocated:			
Salaries		\$978,105	\$850,426
Benefits		\$186,500	\$115,682
Supplies		\$10,000	\$10,000
Contractual Services		\$54,000	\$54,000
Capital Outlay [Equipment]		\$10,000	\$10,000
Other		\$250,307	\$241,153
Total Resources Allocated		\$1,488,912	\$1,281,261

- *Please provide line item detail for expenses over \$10,000*

MENTAL HEALTH ASSOCIATION

PROPOSED 17-18 BUDGET

Income	TOTAL
	\$1,170,491
CONTRACTS	
Fund Raising	\$ 70,000
Local Gov't	\$7,500
	\$15,770
Publications & Program related sales	\$2,500
Program service Fees	
Training Fees	\$15,000
	\$1,281,261
Total Income	
Expenses	TOTAL
	\$878,105
Personnel	
	\$15,062
Workers Comp	

Health & Life	\$71,867
Taxes	\$92,920
Payroll Processing	\$6,651
Total Personnel	\$ 1,064,605
Drug Testing	\$1,101
Other Personnel	\$41,630
Non Personnel	\$23,616
Occupancy	\$115,477
Travel & Meetings	\$20,579
Misc.(Printing, postage, supplies, etc)	2,253
Business (Insurance, Fees, Certifications etc)	\$12,000
Total Other	\$216,656
Total expense	\$1,281,261



ChildNet, Inc.

Standard Network Provider Subcontract

THIS NETWORK PROVIDER SUBCONTRACT ("Subcontract") is entered into as of this 1st day of July, 2017, between ChildNet, Inc., a Florida non-profit corporation (hereinafter "ChildNet"), and Mental Health Association of Broward, Inc. a non-profit corporation, (hereinafter "Network Provider"). Hereinafter, ChildNet and the Network Provider may be individually referred to as "Party" or jointly as the "Parties."

RECITALS

WHEREAS, ChildNet has entered into a contract (the "Master Agreement") with the Florida Department of Children and Families (the "Department") setting forth the terms and conditions pursuant to which ChildNet will provide foster care and related services in Broward and Palm Beach Counties as the community based care lead agency in Circuits 15 and 17, pursuant to Sections 409.986 and 409.988, Florida Statutes; and

WHEREAS, the Master Agreement requires ChildNet to provide services for which ChildNet is ultimately responsible under the Master Agreement through subcontracts with entities and/or individuals serving as network providers; and

WHEREAS, ChildNet desires to retain Network Provider as a subcontractor under the Master Agreement; and

WHEREAS, Network Provider desires to perform services as a subcontractor to ChildNet pursuant to the terms and conditions of the Master Agreement and this Subcontract.

NOW THEREFORE, in consideration of the mutual premises and covenants contained herein, the Parties agree as follows:

ARTICLE I: Definitions

- 1.1 ChildNet Contract Manager – The ChildNet employee who serves as the primary point of contact through which all contracting information flows between ChildNet and the Network Provider.
- 1.2 ChildNet Fiscal Year - An accounting period of 12 consecutive months starting on July 1 and ending on June 30.
- 1.3 Client/Clients – Refers to the children and families served by ChildNet and/or its network providers.
- 1.4 Contract Term - The period of time beginning with the effective date of this Subcontract and ending on the expiration date of the last renewal period (if any), or on such date as this Subcontract is terminated by either party pursuant to the provisions herein.
- 1.5 Department or DCF – The Florida Department of Children and Families.

- 1.6 Network Provider Fiscal Year – Network Provider's accounting period of 12 consecutive months.

ARTICLE II: Duties of Network Provider

2.1 Services.

- (a) Network Provider shall provide the services identified in **Attachment I** of this Subcontract as a subcontractor to ChildNet under the Master Agreement.
- (b) In performing services under this Subcontract, Network Provider agrees to comply with the provisions of the Master Agreement, **Attachment II**, which are applicable to network providers and/or subcontractors. The terms and conditions of the Master Agreement, **Attachment II**, and any subsequent amendments that are applicable to network providers and/or subcontractors are incorporated by reference and made a part of this Subcontract.

Network Provider shall comply with all applicable, valid and enforceable state and federal statutory and regulatory requirements including, but not limited to: (i) the reporting requirements for child abuse, neglect or abandonment set forth in Section 39.201, Florida Statutes; and (ii) statutory and regulatory requirements pertaining to documentation and accountability requirements including, but not limited to, those necessary to earn maximum federal funding. Additionally, Network Provider and its staff shall adhere to, without limitation, the Community-Based Care Authority and Requirements Reference Guide, herein incorporated by reference and is available on the DCF Website at http://www.dcf.state.fl.us/programs/cbc/docs/cbc_authority_requirements_08-15-07.pdf.

- (c) Network Provider shall possess all licenses required by federal or state law or by local government ordinance for the provision of the services identified in **Attachment I** to this Subcontract.
- (d) Network Provider must be licensed by the Department as a child-placing or child-caring agency if Network Provider will be performing Title IV-E reimbursable services under this Subcontract or if otherwise required by Florida law.

2.2 Quality Assurance and Quality Improvement.

- (a) Network Provider shall comply with any coordination required or documentation reasonably requested by ChildNet in order for ChildNet to conduct periodic external review activities to assure that quality services are achieved and maintained by Network Provider in the performance of services under this Subcontract. In accordance with Section 409.986, Florida Statutes, outcome measures are required in Department contracts and subcontracts thereunder. Network Provider shall be responsible for meeting the applicable outcomes and performance specifications set forth in **Attachment I** to this Subcontract and shall assist ChildNet in meeting the outcomes and performance specifications set forth in the Master Agreement.
- (b) Network Provider shall submit, for review and approval by ChildNet, a Continuous Quality Improvement ("CQI") Plan within 90 calendar days of the effective date of this Subcontract. At a minimum, the CQI Plan must provide for the review of data relating to: incidents, accidents and Client grievances; Client input and satisfactions; performance data; and peer record review data and productivity results from quality

improvement projects. Upon request by ChildNet, Network Provider shall additionally participate in evaluation, quality improvement, and staff training activities conducted or coordinated by ChildNet or any other licensing or accrediting body during the term of this Subcontract.

2.3 Cultural Competence.

Network Provider shall develop and implement a cultural competence program to ensure that services are provided in a manner that respects the diversity of Clients and provides for equal access to quality services. Diversity includes differences in race, national origin, gender, sexual orientation, ethnicity, culture, religion, socioeconomic status, educational level, and physical and intellectual abilities.

2.4 Civil Rights Requirements.

- (a) In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable, Network Provider shall not discriminate against any employee in the performance of this contract, or against any applicant for employment, because of age, race, creed, color, disability, national origin, sex, religion or marital status. Network Provider further agrees not to discriminate against any applicant, client or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 Code of Federal Regulations (CFR) Parts 80, 83, 84, 90 and 91, Title VI of the civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and Department Operating Procedures (CFOP) 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom Network Provider arranges to provide services or benefits to clients or employees in connection with its programs and activities.
- (b) Network Providers who employ more than 15 employees shall complete the Civil Rights Compliance Checklist, CF Form 946, **Attachment III**, in accordance with CFOP 60-16 and 45 CFR 80. The completed form shall be submitted to the Contract Manager within 90 days of contract execution.
- (c) Network Provider shall provide a harassment-free workplace and give any allegation of harassment priority attention and action by management.

2.5 Support to the Deaf or Hard-of-Hearing.

- (a) Network Provider shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504) and the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and the Department's Operating Procedures, CFOP 60-10, Chapter 4, entitled "Auxiliary Aids and Services to Persons with Hearing Impairment.
- (b) If Network Provider employs 15 or more employees, Network Provider shall designate a Single-Point-of-Contact. The name and contact information of the Single-Point-of-Contact shall be furnished to ChildNet's Contract Manager at the time of execution of this contract. This Single-Point-of-Contact shall:
 - i Ensure effective communication with deaf or hard-of-hearing clients in accordance with Section 504 and the ADA.
 - ii Ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance of Section 504

and the ADA. Employees are required to complete the online training: Serving our Customers who are Deaf or Hard of Hearing and attest in writing that they are familiar with the requirements of Section 504 and the ADA and the attestation shall be maintained in the employee's personnel file.

- iii Ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing clients are posted near where people enter or are admitted within the agency's locations. The approved Notice can be downloaded through the Internet at: [http://www.dcf.state.fl.us/admin/servicedelivery/docs/Hearing%20Impaired%20\(Combined%20Languages\).pdf](http://www.dcf.state.fl.us/admin/servicedelivery/docs/Hearing%20Impaired%20(Combined%20Languages).pdf).

- (c) If Network Provider serves any client who is deaf or hard-of-hearing, Network Provider shall assist ChildNet in completing monthly compliance forms as requested and forwarded by ChildNet's Single Point of Contact.

2.6 Incident Reporting.

Network Provider shall comply with ChildNet's Incident Reporting Identification and Response Policy and Procedures, **Attachment IV**, and the provisions of CFOP 215-6. Network Provider shall be responsible for documenting all incident reports/safety concerns on the ChildNet Incident Reporting Form as specified in ChildNet's procedure. Network Provider shall report incidents within the timeframe established by the procedure and shall submit the form electronically to the e-mail address specified on the form. The completed Monthly Incident Report/Safety Concern Compilation Form and the requested back up documentation also included in ChildNet's Incident Reporting Identification and Response procedure shall be sent to the Contract Manager by the 10th day of each month for the previous month's data.

2.7 Grievance System.

Client complaints received by ChildNet concerning services rendered by Network Provider shall be resolved in accordance with ChildNet's Client grievance policies and procedures, Grievances and Appeals, CN 004.020, located on ChildNet's website at <http://www.childnet.us/portal/374>. Network Provider shall submit the information necessary for ChildNet to resolve Client grievances. Network Provider shall also attend hearings and otherwise cooperate with ChildNet in the resolution of Client complaints. If a complaint is made by or on behalf of a Client directly to Network Provider in connection with Network Provider's provision of services under this Subcontract, Network Provider shall notify ChildNet which will handle the complaint in accordance with this section.

2.8 Representations and Warranties.

As part of ChildNet's Network Provider Application and Credentialing process, Network Provider shall complete the Credentialing and Application forms, **Attachment V**, which includes the Affidavit of Service Provider Standards and Network Provider Conflict of Interest Acknowledgement and Disclosure Form, at the time of contract execution. Additionally, Network Provider represents and warrants to and for the benefit of ChildNet that:

- (a) For the duration of this Subcontract, Network Provider will be licensed and/or certified in accordance with the laws of the United States and the State of Florida as may be applicable to the provision of services to Clients under this Subcontract. Network Provider shall provide to ChildNet evidence of any license and/or certification that is

required by law to permit Network Provider to provide the services covered by this Subcontract. Network Provider shall notify ChildNet immediately if any license or certificate held by Network Provider and required for Network Provider to lawfully perform services under this Subcontract is restricted, suspended, revoked, placed in jeopardy, terminated or otherwise the subject of potential disciplinary or penal action by any regulatory authority.

- (b) To the best of the Network Provider's knowledge, there is no pending or threatened litigation, investigation or proceeding involving Network Provider which, if determined adversely, would have a material adverse effect on ChildNet and/or the performance of either Party under this Subcontract or on the performance of ChildNet under the Master Agreement. Furthermore, if during the contract period, any such proceedings are initiated, Network Provider shall immediately notify ChildNet.
- (c) To the best of Network Provider's knowledge, it is not in material violation of any federal, state or local laws, ordinances, rules, regulations, or orders, with which a failure to comply, in any case or in the aggregate, would have a material adverse effect on ChildNet and/or the performance of either Party under this Subcontract or on the performance of ChildNet under the Master Agreement.
- (d) To the best of Network Provider's knowledge, there has been no event that would materially hinder its performance under this Subcontract, including but not limited to, an event or condition as a result of any pending or proposed laws, rules, regulations, orders, injunctions or litigation. Network Provider shall immediately notify ChildNet if any event occurs during the contract period which could hinder performance.

2.9 Confidentiality of Client Information.

Network Provider shall not use or disclose any information concerning a recipient of services under this Subcontract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law. In compliance with 45 CFR s. 164.504(e), Network Provider shall comply with the provisions of **Attachment XI** to this Subcontract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to Network Provider's performance of this Subcontract.

2.10 Governing Law.

In performing its obligations under this Subcontract, Network Provider shall without exception be aware and comply with the following requirements, as applicable to its performance under this Subcontract, as they may be enacted or amended from time to time. Network Provider acknowledges that it is independently responsible for investigating and complying with all state and federal laws, rules and regulations relating to its performance under this Subcontract and that the below is only a sample of the state and federal laws, rules and regulations that may govern its performance under this Subcontract.

- (a) Network Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 2 CFR, Part 200, and other applicable regulations.
- (b) This Subcontract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law including Florida provisions for conflict of laws. Venue of any actions arising out of this Subcontract shall lie in Broward County, Florida.

- (b) If this Contract contains federal funds, Network Provider shall comply with the provisions of federal law and regulations including, but not limited to 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations.
- (c) If this Subcontract contains \$10,000 or more of federal funds, Network Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Orders 13279, 13665, 13672, and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60, as applicable.
- (d) If this Subcontract contains \$25,000 or more of federal funds, Network Provider shall comply with Executive Order 12549, Debarment and Suspension, **Attachment VI**, signed February 18, 1986 and published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 - 20369).
- (e) If this Contract contains over \$150,000 of federal funds, Network Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. 7401 et seq.), section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). Network Provider shall report any violations of the above to ChildNet which shall, in turn, report such violations to the Department.
- (f) No federal funds received in connection with this Subcontract may be used by Network Provider, or any agent acting for Network Provider, to influence legislation or appropriations pending before the Congress or any State legislature. If this Subcontract contains federal funding in excess of \$100,000, Network Provider must complete at the time of contract execution the Certification Regarding Lobbying form, **Attachment VII**. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the ChildNet Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the ChildNet Contract Manager, prior to payment under this Subcontract.
- (g) If this Subcontract contains federal funds and provides services to children up to age 18, Network Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity, or both.
- (h) Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Subcontract by ChildNet for violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324) and section 101 of the Immigration Reform and Control Act of 1986. Network Provider 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 performing under this Subcontract. "Employee assigned to the contract" means all persons employed or assigned (including subcontractors) by Network Provider during the contract term to perform work pursuant to this Subcontract within the United States and its territories.

2.11 Client and Other Confidential Information.

State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 741.3165 and 916.107, F.S. Federal laws and regulations to the same effect include

section 471(a)(8) of the Social Security Act, section 106(b)(2)(B)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602 and 42 U.S.C. §1396a(a)(7) and 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §431.300-30645 CFR §400.27(a) and 45 CFR §205.50. A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

2.12 Use of Funds for Lobbying Prohibited.

Network Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of Subcontract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

2.13 Public Entity Crime and Discriminatory Contractors.

Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of \$35,000 as provided in section 287.017, F.S., for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2.14 Scrutinized Companies.

If this Subcontract is for an amount of \$1 Million or more, ChildNet may terminate this Subcontract at any time Network Provider is found to have submitted a false certification under section 287.135, F.S., or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria.

2.15 Federal Funding Accountability and Transparency Act.

Network Provider will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor), **Attachment VIII**, if this Subcontract includes \$25,000 or more in Federal funds (as determined over its entire term). Network Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds.

2.16 Professional Qualifications.

(a) All of Network Provider's owners, operators, employees, agents, independent contractors and volunteers must meet all applicable federal, state, and/or local licensing, training and/or certification requirements as established in 42 U.S.C. Section 671(a)(20)(B)(i)-(iii), Sections 402.40, 402.731, and 409.145(2)(e), Florida

Statutes, Chapters 65C-14 and/or 65C-15, F.A.C., and satisfy the Level 2 background screening requirements established in Section 435.04, Florida Statutes. Network Provider shall be responsible for ensuring that the Level 2 background screening is completed for each owner, operator, employee, agent, independent contractor and volunteer. The screening process shall include federal and state background checks through the LiveScan equipment and screening process as well as annual county and annual local municipality background checks, initiated by Network Provider. Additionally, certain persons may be disqualified from employment or volunteering with Network Provider as provided in subsections (i) and (ii).

- i. If Network Provider becomes aware that an employee or volunteer has been arrested for a disqualifying offense, Network Provider must conform to its own human resources policies until the arrest is resolved in a way that Network provider determines that the employee is still eligible for employment under Chapter 435, F. S.
 - ii. Network provider must either terminate the employment of any of its personnel, or terminate the use of a volunteer found by background screening to be in non-compliance with the minimum standards of Chapter 435, F.S., for good moral character contained in Section 435.06, F.S., or place the employee or volunteer in a position for which background screening is not required unless the employee or volunteer is granted an exemption from disqualification pursuant to Section 435.07, F.S.
- (b) The job titles of Network Provider's professional staff shall comply with applicable state licensing requirements and restrictions as established in Section 491.012, Florida Statutes.
- (c) Network Provider shall maintain detailed written policies and procedures regarding recruitment practices, screening procedures, background checks, and training methods for employees, agents, independent contractors, and volunteers. Such policies and procedures shall be made available to ChildNet upon request. Network Provider shall provide regular supervision of its volunteers by its paid staff, including a minimum of one supervisory conference per month with each volunteer, as well as daily availability of paid staff for telephone contact by volunteers. Additionally, Network Provider shall conduct a reference check of any current or former Department, Lead Agency, or ChildNet employee who applies and is being considered for employment prior to the appointment of the individual. The reference check will be documented in writing and maintained in the employee's personnel file.

2.17 Insurance

- (a) At all times throughout the term of this Subcontract and any renewal(s) and extension(s), Network Provider shall maintain continuous insurance coverage in accordance with the following requirements:
- i General Liability – limits of not less than \$1,000,000 per any one occurrence and \$3,000,000 aggregate;
 - ii Auto Liability (to include owned and Non-owned Auto Liability) of not less than \$1,000,000 combined single limit;
 - iii Workers' Compensation Insurance – including Employers Liability limits of not less than \$500,000 each accident, \$500,000 disease each employee, \$500,000 disease policy limit;

- iv Professional Liability – limits of not less than \$1,000,000 per claim;
 - v Sexual Abuse & Molestation coverage – limits of not less than \$1,000,000 per occurrence.
- (b) Network Provider shall name ChildNet, Inc. as Additional Insured on the required policies listed above, except Worker's Compensation, and the Department of Children and Families as Additional Insured on the general liability policy only. The additional insured endorsement shall provide coverage for damages caused in whole or in part by the named insured or those working on the named insured's behalf. Network Provider's policies shall be primary and ChildNet's policies "noncontributory." ChildNet, Inc. shall be a certificate holder on Network Provider's Workers' Compensation policy and Network Provider's Worker's Compensation insurer shall provide a waiver of subrogation in favor of ChildNet, Inc. ChildNet shall have the right to prior review and approval of all policies, forms and endorsements purportedly providing Additional Insured coverage for ChildNet.
- (c) For any required coverage that is written on a claims made basis, Network Provider shall maintain a retroactive date that is not later than the effective date of the first contract between ChildNet and Network Provider. Network Provider agrees to maintain continuous claims made coverage and continue to name ChildNet, Inc. as additional insured for a period of not less than 7 years after termination of contract with ChildNet.
- (d) All Network Provider's insurers must be licensed or eligible to do business in Florida, carry an A.M. Best rating of A-VII or better, and give ChildNet written notice of any intention to cancel or refuse to renew the policy at least 30 days prior to cancellation or nonrenewal.
- (e) Network Provider shall ensure that there are no exceptions or exclusionary criteria for foster care related services included in Network Provider's insurance policy that would prohibit such services from being covered by Network Provider's insurance carrier.
- (f) Network Provider shall furnish to ChildNet and the Department an Accord® 25 Certificate of Insurance certifying the type and minimum amounts of insurance coverage at the time of execution of this Subcontract, and shall provide ChildNet with updated Certificates of Insurance as needed. Network Provider shall furnish the Additional Insured Endorsement naming ChildNet, Inc. Additional Insured on all required liability coverage. Network Provider shall require the insurer to provide ChildNet and the Department written notice of any intention to cancel or refuse to renew a policy at least 30 days prior to cancellation or nonrenewal. ChildNet is prohibited from entering into any subcontracts with any Network Provider who does not minimally meet the insurance requirements as outlined in Section 409.993(3), Florida Statutes.

2.18 Records: Access, Audits and Retention.

- (a) Network Provider shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices, which sufficiently and properly reflect all income and expenditures of funds provided by ChildNet under this subcontract.

- (b) Network Provider shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six years after completion of the contract or longer when required by law. If an audit has been initiated and audit findings have not been resolved at the end of seven years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Subcontract, at no additional cost to ChildNet.
- (c) Upon demand, at no additional cost to ChildNet, Network Provider will facilitate the duplication and transfer of any records or documents during the term of this Subcontract and the required retention period in Section 2.18(b) hereof.
- (d) Network Provider will assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by ChildNet or the Department.
- (e) At all reasonable times for as long as records are maintained, persons duly authorized by ChildNet, the Department and federal auditors, pursuant to 2 CFR §200.336 and Chapter 119, F.S., shall be allowed full access to and the right to examine any of the Network Provider contracts and related records and documents, regardless of the form in which kept.
- (f) Within 180 days of the close of its fiscal year, Network Provider agrees to submit to ChildNet a certified independent fiscal audit of all its corporate activities and any accompanying management letter(s). This audit shall be conducted in accordance with auditing standards generally accepted in the United States of America and standards contained in the Government Auditing Standards issued by the Comptroller General of the United States. The fiscal audit must also be conducted consistent with 2 CFR Part 200 and the Florida Single Audit Act, Florida Section 215.97, Florida Statutes, as applicable. Audit extensions may be granted in writing by the ChildNet Contract Manager upon receipt in writing of such request with appropriate justification by the Network Provider.
- (g) Network Provider shall submit quarterly financial statements to include an income statement, balance sheet, accounts payable aging report and a statement of cash flows. Additionally, a quarterly actual expenditure report compared to budgeted expenses for each separate program which Network Provider subcontracts with ChildNet shall also be submitted. Such quarterly reports shall be submitted by the following dates, October 31, 2017, January 31, 2018, April 30, 2018 and July 31, 2018. The annual audited financials as referenced in Section 2.18(f) shall substitute for Network provider's 4th quarter income statement, balance sheet and statement of cash flows. A final actual expenditure report compared to budgeted expenses by program shall still be required.
- (h) Late submission of financial statements, independent audits, and/or management letters shall result in suspension of payment under this contract and subsequent contracts until such documents are received and accepted by ChildNet. Suspension of payment shall not excuse Network Provider from continued delivery of service, although ChildNet will pay no invoices (unless otherwise approved in advance and in writing by the Chief Financial Officer or Designee until financial statements, independent audits and/or management letters are received and accepted by ChildNet.
- (i) Network Provider shall submit, a financial and compliance audit, as referenced in Section 2.18(f) and as outlined in **Attachment IX, Audit Requirements**, to the

ChildNet Contract Manager and ensure that all related party transactions are disclosed to the auditor.

- (j) Pursuant to **Attachment IX**, Audit Requirements, any reports, management letters, or other information required to be submitted to ChildNet pursuant to this Agreement shall be submitted within 180 days after the end of the Network Provider's fiscal year or within thirty (30) days of the recipient's receipt of the audit report, whichever occurs first, directly to the ChildNet Contract Manager. Additionally, Network Provider shall ensure that ChildNet receives confirmation of all electronic submissions to the Office of the Auditor General.
- (k) Network Provider will include all aforementioned audit and record keeping requirements in all subcontracts and assignments.

2.19 Monitoring.

- (a) ChildNet shall monitor Network Provider's performance and compliance with the terms and conditions of this Subcontract. Network Provider agrees to comply and cooperate with any monitoring procedures deemed appropriate by ChildNet. Network Provider shall permit ChildNet, the Department, or a designated independent third party evaluator to inspect any records, papers, documents, facilities, goods, and services of Network Provider that are relevant to this Subcontract, and to interview any Clients, Network Provider employees, and subcontractor employees to assure ChildNet of the satisfactory performance of the terms and conditions of this Subcontract. Monitoring may include any and/or all aspects of this Subcontract including, but not limited to, the scope of service, major program goals, manner of service provision, staffing, location, service times, validation of reports submitted to the ChildNet Contract Manager, deliverables, outcomes, and/or performance measures. Network Provider shall comply with ChildNet and Department quality assurance activities designed to ensure compliance with state and federal law, associated administrative rules, regulations, and operating procedures and/or to ensure compliance with the purpose of this Subcontract and the Master Agreement.
- (b) Following the conclusion of formal monitoring activities, ChildNet will deliver to Network Provider a written report of its findings and recommendations. If ChildNet deems necessary, Network Provider will develop a corrective action plan within 30 calendar days of the exit interview which shall address all identified deficiencies, submit it for approval by ChildNet, and implement the approved activities within the agreed upon time frames. In addition to scheduled monitoring, Network Provider is subject to unannounced site visits.
- (c) Network Provider's failure to substantially and satisfactorily comply with the provisions of this Subcontract, or with any Quality Improvement Plan created hereunder, may result in ChildNet imposing financial penalties upon Network Provider.
- (d) Reviews of audits as well as limited scope audits may be conducted pursuant to 2 CFR Part 200, and Section 215.97, Florida Statutes, as revised. Network Provider further agrees to comply with any reviews, investigations, or audits deemed necessary by ChildNet or the Department.

2.20 Financial Penalties.

Financial penalties imposed upon ChildNet by the Department due to Network Provider's noncompliance, nonperformance or unacceptable performance shall be transferred to the Network Provider. Additionally, ChildNet shall require its Network Providers to submit

Corrective Action Plans for noncompliance, nonperformance or unacceptable performance of services. Failure to implement or to make acceptable progress on such corrective action plans may result in additional penalties.

- (a) In accordance with the provisions of Section 402.73(1), Florida Statutes, and Chapter 65-29.001, Florida Administrative Code, ChildNet may require its Network Providers to submit corrective action plans for noncompliance, nonperformance or unacceptable performance of services, and ChildNet may impose penalties on a Provider for a Provider's failure to implement or to make acceptable progress on such corrective action plans.
- (b) If Network Provider fails to meet the level of service or performance required by ChildNet or that is customary for the industry, then ChildNet may apply financial consequences commensurate with the deficiency. Financial consequences may include, but are not limited to: withholding payments until deficiency is cured, tendering only partial payments, imposition of penalties, and/or termination of contract and requisition of services from an alternate source. Any payment made in reliance on Network Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with this Subcontract to the extent of such error. Financial penalties assessed under this Subcontract will be assessed at the sole discretion of ChildNet. Network Provider must allocate financial penalties without reducing staff ratios and said penalties shall be applied to administrative costs. Pursuant to Section 402.73, F.S., any financial penalty that is imposed upon Network Provider may not be paid from funds being used to provide services to clients, and Network Provider may not reduce the amount of services being delivered to clients as a method for offsetting the impact of the penalty.
- (c) The increments of penalty imposition that shall apply, unless ChildNet determines that extenuating circumstances exist, shall be determined by ChildNet and shall be based upon the severity of the noncompliance, nonperformance or unacceptable performance that generated the need for a corrective action plan. Network's Provider's penalty, if imposed by ChildNet, shall not exceed ten percent (10%) of the total ChildNet contract payments to Network Provider during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
- (d) All penalty percentages outlined below are related to the total contract payments that otherwise would be due to Network Provider for the period of noncompliance encompassing the time when the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. ChildNet's determination of a Provider's noncompliance may result in ChildNet imposing the following financial penalties:
 - i Noncompliance that is determined by ChildNet to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty.
 - ii Noncompliance that is determined by ChildNet to NOT have a direct effect on client health and safety shall result in the imposition of a minimum five percent (5%) penalty.
 - iii Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a minimum two percent (2%) penalty.
- (e) If ChildNet imposes a financial penalty, ChildNet shall advise Network Provider in

writing of the cause for the penalty. The deadline for Network Provider's payment to ChildNet shall be as stated in this aforementioned written notice to the Provider imposing the damage amount. In the event of a Provider's nonpayment of penalty, ChildNet may deduct the damage amount from invoices submitted by the Provider.

2.21 Assignments and Subcontracts.

- (a) Network Provider will neither assign the responsibility for this Subcontract to another party, in whole or part, nor subcontract for any of the work contemplated under this Subcontract without prior written approval from the ChildNet Contract Manager. Any subcontract, assignment, or transfer otherwise occurring without prior approval of ChildNet shall be null and void and the Network Provider shall be solely liable for any unauthorized activity that occurred during that period.
- (b) Network Provider shall be responsible for all work performed pursuant to this Subcontract whether actually provided by the Network Provider or its subcontractors. If ChildNet permits Network Provider to subcontract all or part of the work contemplated under this Subcontract, including entering into subcontracts with vendors for services and commodities, it is understood by Network Provider that all such subcontract arrangements shall be evidenced by a written document subject to prior review and approval by ChildNet. Network Provider shall include, in all subcontracts, the substance of all clauses contained in this Subcontract that mention or describe subcontracting compliance, as well as all clauses applicable to that portion of Network Provider's performance being performed by or through that subcontract. ChildNet shall not be liable to a Network Provider subcontractor in any way or for any reason. Network Provider, at its expense, will defend ChildNet against such claims.
- (c) Network Provider agrees that ChildNet shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Subcontract upon prior written notice to Network Provider and approval by the Department under the Master Agreement.

2.22 Client Risk Prevention.

Network Provider and its subcontractors shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both Network Provider and its employees.

2.23 Patents, Copyrights, and Royalties.

- (a) In the event that any intellectual property, inventions, written or electronically created materials, including books, manuals, presentations, films, or other copyrightable materials are produced (arising from the Network Provider, its officers', agents' and/or subcontractors' performance under or in relation to this contract), these items are agreed to be determined works for hire for the benefit of the Department, fully compensated under this contract amount, and that neither the Network Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Subcontract, or in any way connected herewith. Any and all copyrights accruing under

or in connection with the performance under this contract are hereby reserved to the State of Florida. Notwithstanding the foregoing provision, if the Network Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

- (b) The Network Provider, without exception, shall indemnify and hold harmless ChildNet and the State of Florida and their employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. The Network Provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the Network Provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the Network Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract. If ChildNet uses Federal funds to support this contract, the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under this contract.

2.24 Security Obligations.

- (a) Network Provider shall identify an appropriately skilled individual to function as its Data Security Officer. This Security Officer shall act as the liaison to ChildNet's Security Staff and will maintain an appropriate level of data security for the information Network Provider is collecting or using in the performance of this Subcontract. This includes approving and tracking all Network Provider employees that request system or information access and ensuring that user access has been removed from all terminated provider employees. Additionally, Network Provider shall comply with ChildNet's Policy and Procedures, CN 012-015, Security-User Responsibility, which can be located on ChildNet's website at <http://www.childnet.us/portal/375>.
- (b) Network Provider shall furnish Security Awareness Training to all direct care staff and all staff having access to computers or file information on an annual basis. All new staff must complete the training within ten (10) days of hire and subsequently on an annual basis. This training shall be conducted on-line through the Department's website <http://www.myflfamilies.com/general-information/dcf-training>. Upon completion of the on line training, a certificate will be made available and shall be printed and placed in the employee's personnel file.
- (c) Network Provider shall ensure that all Network Provider employees who have access to ChildNet or Department information are provided a copy of CFOP 50-2 which can be located under "Publications" at the Department's website at <https://eds.myflfamilies.com/DCFFormsInternet/Search/OpenDCFForm.aspx?FormId=15>. The Department's Security Agreement form (CF114), which is attached hereto as **Attachment X** must be signed annually and the signed original retained by Network Provider in the employee's personnel file.
- (d) Network Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and mobile storage devices are encrypted as prescribed in Chapter 74-2.003, F.A.C., and CFOP 50-2,

Chapter 4 to protect all data. If encryption of these devices is not possible, then Network Provider shall ensure that unencrypted personal and confidential data will not be stored on unencrypted storage devices.

- (e) Network provider agrees to notify the Contract Manager as soon as possible, but no later than (3) business days following the determination of any breach or potential breach of personal and confidential data. Additionally, Network Provider shall provide notice to affected parties no later than 45 days following the determination of any breach of personal or confidential data as provided in Sections 501.171 or 817.568, F.S. Network Provider shall also, at its own cost, implement measures deemed appropriate by ChildNet to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential Client and Department data.
- (f) Network Provider's own system and premises shall be subject to inspection at any time to verify compliance with the security of all client and personal and confidential information.

2.25 Accreditation.

ChildNet is committed to ensuring the provision of the highest quality services. Accordingly, ChildNet has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of our network providers will either be accredited or have a plan to meet national accreditation standards. If not accredited, Network Provider will communicate in writing to ChildNet's Contract Manager its anticipated timeframes for becoming accredited. Network Provider will submit to the ChildNet Contract Manager all reports generated by such an accrediting entity.

2.26 Testimony.

Upon request by ChildNet, the Department, or a court of law, Network Provider shall provide, without additional compensation from ChildNet, and as a normal and necessary part of the services to be performed under this Subcontract, employees to testify as expert and/or fact witnesses in judicial or administrative proceedings relating to clients served under this Subcontract.

2.27 Transition Services.

Network Provider agrees that continuity of service is critical when service under this Subcontract ends and service commences under a new subcontract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Subcontract, Network Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Subcontract. Network Provider shall be required to support the requirements for transition as specified in a ChildNet-approved Transition Plan, which shall be developed jointly with the new provider in consultation with ChildNet. This section shall survive the expiration or termination of this Subcontract.

2.28 Data Systems and Management.

Network Provider shall enter all Client and service related data into the data system utilized by ChildNet. This includes but is not limited to data entry into Florida Safe Families Network (FSFN), where applicable. Network Provider shall completely document the provision of services to each Client as required by Chapter 39, Florida

Statutes, consistent with ASFA performance standards, Section 90.803(6), Florida Statutes, and ChildNet's policies and procedures.

2.29 Bonding.

Network Provider shall furnish evidence of employee dishonesty/mismanagement of funds insurance to cover all officers, employees and agents of Network Provider authorized to handle funds received or disbursed under this Subcontract. This requirement shall be satisfied through additional insurance coverage or through a fidelity bond. The insurance or bond shall be in an amount commensurate with the funds handled, the degree of risk, as determined by the surety company, and consistent with good business practice and must be approved in advance by ChildNet.

2.30 Emergency Disaster Plan.

Network Provider shall be responsible for the care, maintenance and, if necessary, the relocation of Clients during natural disasters, local emergencies, or other emergency situations requiring significant changes in operations. Network Provider shall submit its Emergency Disaster Plan to ChildNet within thirty (30) days of execution of this Subcontract and must update the plan on a yearly basis. The Emergency Disaster Plan shall include, at a minimum, pre-disaster planning, record protection, method of evacuation (if needed), the address of the emergency or shelter facility to be utilized and the method of notification to ChildNet in the event of an evacuation, and a recovery plan that would allow Network Provider to continue functioning under this Subcontract in the event of an actual disaster. In the event of an emergency, ChildNet may exercise oversight authority over the Network Provider to assure implementation of emergency relief provisions.

2.31 Organizational Profile.

Network Provider will submit a completed/updated profile to First Call for Help on an annual basis used for the purpose of collecting data for the Community Resource Inventory to support coordinated health, education and human services planning in Broward County. In addition, Network Provider shall submit an updated profile if changes are made which impact Network Provider's service delivery including the addition or deletion of programs.

2.32 Client Satisfaction.

Network Provider agrees to administer a client satisfaction survey as part of their CQI plan. An analysis of the survey's results and an action plan to improve areas of service delivery, if warranted by the survey results shall be submitted to the Contract Manager prior to the 10th month of this contract. In addition, Network Provider shall participate in any client satisfaction activities requested by ChildNet. This shall include the administration of client satisfaction surveys developed by ChildNet or required through future development by the Department of Children and Families.

2.33 Health Insurance Portability and Accountability Act Compliance.

Network Provider shall comply with 45 CFR Parts 160, 162, or 164 relating to the security and privacy of client protected health information. Specific responsibilities of Network Provider as described in **Attachment XI**, HIPAA Provisions, shall include notifying clients about their privacy rights, designating a Privacy Officer, adopting and implementing privacy policy and procedures which minimally establish safeguards to protect the privacy

of health care information and set boundaries on the use of release of health records, and training employees so they understand such policies and procedures.

2.34 Mandatory Reporting Requirements.

In accordance with the Department's added mandatory reporting requirements outlined in CFOP 180-4, Network Provider must comply with and inform its employees of the following mandatory reporting requirements which include incidents of fraud, waste, and abuse. Each employee of the Network Provider in connection with this contract who has any knowledge of a reportable incident shall report such incident as follows:

- (a) reportable incidents that may involve an immediate or impending impact on the health or safety of client shall be immediately reported to the ChildNet Contract Manager; and
- (b) other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at <http://www.myilfamilies.com/about-us/office-inspector-general> or by completing a Notification/Investigation Request (from CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myilfamilies.com. The Network Provider, and any subcontractor, may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428.
- (c) a reportable incident is defined in CFOP 180-4 as follows:
 - i Inappropriate employee acts or omissions that result in client injury, abuse, neglect or death;
 - ii Fraud;
 - iii Theft;
 - iv Breaches of confidentiality, unless inadvertent and self-reported (e.g., revealing a reporter's name, providing confidential documents to unauthorized persons, access of client files for non-business reasons, providing information from client files such as medical or benefits information, etc.) immediately upon confirmation by the circuit/region;
 - v Falsification of official records (e.g., intentional alteration of state documents, misrepresentation of information during an official proceeding, intentional falsification of client case records, including but not limited to case notes, client contact reports, visitation records, or client home visits, creating false and fictitious files, etc.);
 - vi Misuse of position or state property, employees, equipment or supplies for personal gain or profit (e.g., misuse of telephonic and communication devices, use of staff for personal services, soliciting on state time and state property, conspiracy to conceal missing state property, misuse of the Internet to conduct personal business as defined by policy, etc.);
 - vii Failure to report known or suspected neglect or abuse of a client;
 - viii Improper expenditure or commitment of public funds;
 - ix Contract mismanagement (e.g., misuse, waste, or loss of a significant amount of public funds, evidence of egregious lack of judgment in the use of public funds, evidence that state or federal laws, or state rules or federal regulations have been violated, etc.);
 - x Computer related misconduct (e.g., accessing FLORIDA, the Florida Safe Families Network (FSFN), HomeSafeNet, FAHIS, or any other system files of clients without a legitimate business reason; accessing inappropriate or pornographic websites, sending threatening or harassing messages, misuse of email, etc.);

- xi Any violation under CH. 435, F.S., Title XXXI, Employee Screening, that would result in disqualification from client contact duties (e.g., convicted of murder, manslaughter, assault and battery, kidnapping, false imprisonment, sexual battery, theft, robbery child abuse, abuse and neglect of an elderly or disabled adult, sale of a controlled substance, resisting arrest, contributing to delinquency of a minor, or other disqualifying offense); or,
- xii Any other wrongdoing that would be a violation of statute, rule, regulation or policy, excluding job performance and related deficiencies.

2.35 Whistleblower's Act Requirements.

In accordance with subsection 112.3187(2), F.S., Network Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, the Network Provider and/or its subcontractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. Network Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

2.36 Proprietary or Trade Secret Information.

- (a) Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. Any claim by the Network Provider of proprietary or trade secret confidentiality for any information contained in the Network Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted in connection with this contract will be waived, unless the claimed confidential information is submitted in accordance with the paragraph below.
- (b) The Network Provider must clearly label any portion of the documents, data or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as proprietary or trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Network Provider shall include information correlating the nature of the claims to the particular protected information.
- (c) ChildNet and/or the Department, when required to comply with a public records request including documents submitted by the Network Provider, may require the Network Provider to expeditiously submit redacted copies of documents marked as confidential or trade secret in accordance with the paragraph above. Accompanying the submission shall be an updated version of the justification stated in the paragraph above, correlated specifically to redacted information. The redacted copy must exclude or obliterate only those exact portions that are claimed to be proprietary or trade secret. If the Network Provider fails to promptly submit a redacted copy and updated justification in accordance with this paragraph, ChildNet and/or the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.
- (d) ChildNet and/or the Department is not obligated to agree with the Network Provider's claim of exemption on the basis of proprietary or trade secret

confidentiality and the Network Provider shall be responsible for defending its claim that each and every portion of the redactions of proprietary or trade secret information are exempt from inspection and copying under Florida's Public Records Law.

2.37 Employment Eligibility Verification

(a) Definitions. As used in this clause—

"Employee assigned to the contract" means all persons employed during the contract term by Network Provider to perform work pursuant to this contract within the United States and its territories, and all persons (including subcontractors) assigned by Network Provider to perform work pursuant to this contract.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime provider or another subcontractor.

(b) Enrollment and verification requirements.

(1) Network Provider shall:

(i) Enroll as a provider in the E-Verify program within 30 calendar days of contract execution;

(ii) Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility. All new employees assigned by Network Provider to perform work pursuant to the contract shall be verified as employment eligible within 3 business days after the date of hire.

(2) Network Provider shall comply, for the period of performance of this contract, with the following requirements of the E-Verify program enrollment:

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate a provider's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such case, Network Provider will be referred to a DHS or SSA suspension or debarment official.

(ii) During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, Network Provider is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar, then Network Provider must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify> .

(d) *Individuals previously verified.* Network Provider is not required by this clause to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by Network Provider through the E-Verify program.

(e) *Individuals performing work prior to the E-verify requirement.* Employees assigned to and performing work pursuant to this contract prior to July 1, 2011 do not require employment eligibility verification through E-verify.

(f) *Evidence.* Use of the E-Verify system will be maintained in the employee's personnel file.

(g) *Subcontracts.* Network Provider shall include the requirements of this clause, including this paragraph (g) in each subcontract.

2.38 Clients Participating in Research

In accordance with ChildNet's Clients Participating in Research Policy and Procedures, **Attachment XII**, Network Provider shall ensure that clients referred by ChildNet do not participate in any research project without completing ChildNet's consent form which includes a statement that the individual's participation is voluntary; a statement that services will continue to be provided to the individual regardless of their decision to participate; an explanation of the nature and purpose of the research; and a description of possible risks or discomfort to the client. A copy of the signed consent form shall be forwarded to ChildNet's Director of Service Coordination.

2.39 Human Subject Research.

Network Provider shall comply with the requirements of CFOP 215-8 for any activity under this Subcontract involving human subject research within the scope of 45 CFR, Part 46, and 42 U.S.C. section 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

ARTICLE III: Compensation and Billing

3.1 Compensation for Services.

ChildNet shall pay Network Provider for contracted services according to the terms and conditions of **Attachment I** and pursuant to the payment schedule set forth therein subject to the availability of funds. The Department's performance and obligation to pay ChildNet under the Master Agreement, and ChildNet's performance and obligation to pay Network Provider under this Subcontract is contingent upon an annual appropriation by the Legislature. In no event shall the annual maximum amount payable by ChildNet to Network Provider for the term of this contract exceed \$272,652.75 for Fiscal Year 7/1/2017 – 6/30/2018 and shall not exceed \$274,652.75 for Fiscal Year 7/1/2018 – 6/30/2019. Subject to Sections 3.2(a) – (b) herein, payment to Network Provider will be made within 45 days after ChildNet's receipt of a timely and properly completed invoice. Funding available in this Subcontract is for services excluding all successfully billed third party payments, including but not limited to Medicaid.

3.2 Submission of Invoices.

(a) Network Provider shall submit invoices to ChildNet in the manner and format described in **Attachment I** to this Contract. An original invoice on the form prescribed plus one (1) copy and all required back-up documentation shall be received by the ChildNet Contract Manager within ten (10) days after the end of each month for all services provided during such month. Invoices that are submitted past the ten (10) days will be processed with the following month's invoice and result in a delay of payment according to the subsequent month's reimbursement date. In no event, regardless of the cause or circumstance, will ChildNet be responsible or liable for payment of any invoice submitted to ChildNet more than ninety (90) days after the

end of the month in which the services were rendered.

- (b) ChildNet shall not be obligated to make any payment to Network Provider if Network Provider does not follow ChildNet's invoicing and billing procedures, described in **Attachment I**, unless and until necessary corrections are made by Network Provider. Within fifteen (15) working days of receipt of an invoice from Network Provider, ChildNet shall provide notice to Network Provider of any invoice requiring correction or back-up documentation, including the reason for the required correction/back-up documentation. Network Provider shall have thirty (30) days from the time of notification by ChildNet to correct problems with its invoices.
- (c) Final invoice for payment shall be submitted to ChildNet no more than fifteen (15) days after the contract ends or is terminated. If Network Provider fails to do so, all rights to payment are forfeited and ChildNet will not honor any requests for reimbursement after the aforesaid period. Any payment due under the terms of this Subcontract may be withheld until performance of services and all reports due from Network Provider and necessary adjustments thereto, have been approved by ChildNet.

3.3 Coordination of Benefits.

Network Provider shall not bill and/or receive payment from more than one funding source for the same unit of service. Network Provider shall cooperate fully with ChildNet in providing information and performing tasks necessary to receive reimbursement from any third party payors. If Network Provider receives any payment from a third party payor for services delivered to a Client and for which Network Provider already has been paid by ChildNet, then the payment to Network Provider from ChildNet for subsequent invoices will be reduced by the amount paid by the third party payor. If there are no subsequent invoices, the overpayment shall be returned by Network Provider to ChildNet.

3.4 Return of Funds.

Network Provider shall return to ChildNet any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Subcontract. In the event that Network Provider or its independent auditor discovers that an overpayment has been made, Network Provider shall repay ChildNet the total amount overpaid immediately without prior notification from ChildNet. In the event that ChildNet first discovers an overpayment has been made, ChildNet will notify the Network Provider in writing. Should repayment not be made forthwith, ChildNet reserves the right to withhold and/or offset the overpayment against any monies due Network Provider for services. Additionally, Network Provider will be charged at the lawful rate of interest on the outstanding balance after ChildNet notification or Network Provider discovery. ChildNet shall have the right at any time to offset or deduct from any payment due under this or any other Subcontract or agreement any amount due to ChildNet from Network Provider under this or any other contract or agreement.

3.5 Disallowed Costs.

In the event that ChildNet or the Department and/or ChildNet's Independent Auditor determines that any cost or expenses paid to Network Provider under this Subcontract is disallowed, Network Provider shall immediately reimburse ChildNet for the disallowed cost or expense to the extent that ChildNet is required to reimburse the Department for the disallowed cost or expense.

ARTICLE IV: Term and Termination

4.1 Contract Term.

The term of this Contract shall be effective as of July 1, 2017 and shall remain in full force and effect until June 30, 2019, unless sooner terminated pursuant to the terms of this Subcontract. This Subcontract may be renewed for up to two (2) years. Each renewal shall be made by mutual agreement of the Parties and contingent upon satisfactory performance evaluations as determined by ChildNet and be subject to the availability of funds. Additionally, Network Provider's renewal shall be subject to the termination provisions specified in Section 4.2 of this Subcontract and modification of the fee schedule set forth in **Attachment I**. This Subcontract shall automatically terminate upon termination or expiration of the Master Agreement.

4.2 Termination.

- (a) This Subcontract may be terminated for cause by either party giving 60 calendar days written notice to the other party. However, this Subcontract may be terminated or suspended by ChildNet without prior notice if ChildNet determines that Network Provider poses a risk of danger to any Client, or if ChildNet's contract with the Department is terminated. In the event of termination without prior notice, ChildNet shall provide Network Provider with written notice within 24 hours of the termination. In the event that this Subcontract is terminated, regardless of the circumstances of termination, Network Provider shall continue to serve any Clients receiving services from Network Provider prior to the termination notice for 90 days after receipt of such notice or any shorter period of time required to allow for an appropriate transition of such Clients to other Network Providers with minimum disruption in service delivery. During such transition period, Network Provider and ChildNet will continue to operate in accordance with the terms of this Subcontract, which shall remain in effect until all invoices are resolved and all final payments have been made to Network Provider. The Subcontract provisions Section 2.9 (Confidentiality of Client Information), Section 2.18 (Records: Access, Audits, and Retention), Article V (Indemnification) and Section 7.3 (Dispute Resolution) shall survive the termination of this Subcontract.
- (b) Failure to have performed any contractual obligations under any other contract with ChildNet in a manner satisfactory to ChildNet will be a sufficient cause for termination. To be terminated under this provision, Network Provider must have: (1) previously failed to satisfactorily perform in a contract with ChildNet, been notified by ChildNet of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of ChildNet; or (2) had a contract terminated by ChildNet for cause. Termination shall be upon no less than twenty-four (24) hours' notice in writing to Network Provider.
- (c) All notices of termination provided under this Subcontract shall be in writing and sent by U.S. Postal Service or any other delivery service that provides verification of delivery or by hand delivery. In the event of termination under Section 4.2, Network Provider will be compensated for any work satisfactorily completed.

4.3 Termination by ChildNet Upon Event of Default.

ChildNet may terminate this Subcontract for cause upon the occurrence of any of the following events (each an "Event of Default")

- (a) Network Provider's license or accreditation as required by Section 2.1 is either suspended or revoked;
- (b) Network Provider's general liability insurance, professional liability insurance or sexual abuse and molestation insurance required by Section 2.17 is reduced, cancelled or otherwise terminated;
- (c) Network Provider fails to achieve performance standards after implementation of a Corrective Action Plan approved by ChildNet;
- (d) Network Provider fails to timely submit a Corrective Action Plan pursuant to the conditions, provisions and terms of Section 2.20.

4.4 Performance Specifications.

By execution of this Subcontract, Network Provider hereby acknowledges and agrees that its performance under this Subcontract must meet the measures set forth below. Pursuant to section 409.996(1)(b), F.S., ChildNet will provide for graduated penalties, enhanced monitoring, and reporting, corrective action plans, and early termination of contracts or other appropriate action to ensure contract compliance. The financial penalties shall require ChildNet to reallocated funds from administrative costs to direct care of children.

4.5 Minimum Performance Measures.

To avoid contract termination, Network Provider's performance must meet the minimum performance standards set forth in the Attachment I, Minimum Performance Measures, regardless of any other performance measures in this Subcontract. By execution of this Subcontract, Network Provider hereby acknowledges and agrees that its performance under this Subcontract must meet these Minimum Performance Measures and that it will be bound by the conditions set forth herein. If Network Provider fails to meet these standards, ChildNet, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for Network Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of ChildNet within the prescribed time, and if no extenuating circumstances can be documented by Network Provider to ChildNet's satisfaction, ChildNet may terminate the Subcontract. ChildNet has the sole authority to determine whether there are extenuating or mitigating circumstances. Network Provider further acknowledges and agrees that during any period in which Network Provider fails to meet these standards, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply as outlined in Section 2.20, Financial Penalties.

ARTICLE V: Indemnification

5.1 Indemnification.

- (a) Upon notice, Network Provider shall fully indemnify, defend and hold harmless the ChildNet and the Department and their officers, agents, and employees from suits, actions, damages and costs, including attorneys' fees, arising from or relating to the negligent and/or intentional acts and/or omissions by Network Provider and/or its officers, agents and employees in Provider's performance of this Contract.
- (b) Upon notice, the ChildNet shall fully indemnify, defend and hold harmless Network Provider and its officers, agents and employees from suits, actions, damages and costs, including attorneys' fees, arising form or relating to the negligent and/or intentional acts and/or omissions by ChildNet and their officers, employees and

agents arising out of or related to this Contract.

- (c) Network Provider shall fully indemnify, defend, and hold harmless the ChildNet and its employees from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to Network Provider's violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, related to or arising from Network Provider's performance of this Contract; provided, however, that the foregoing obligation shall not apply to ChildNet's misuse or modification of Network Provider's products or use of Network Provider's products in part or in whole or in a manner not contemplated by the Contract. If any product is the subject of an infringement suit, or in Network Provider's opinion is likely to become the subject of such a suit, Network the Provider may at its sole expense procure for ChildNet the right to continue using the product or to modify it to become non-infringing. ChildNet shall not be liable for any royalties. If Network Provider removes an infringing product because it is not reasonably able to modify that product or secure ChildNet the right to continue to use that product, Network Provider shall immediately replace that product with a non-infringing product that ChildNet determines to be of equal or better functionality or be liable for the ChildNet's cost in so doing.
- (d) Network Provider shall indemnify, defend and hold harmless ChildNet for all costs and attorney's fees arising from or relating to a claim that a record disclosed by the Provider contains proprietary or trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record, as provided for under Section 2.36 of the Standard Contract.
- (e) Notwithstanding any of the above, Network Provider's obligation to indemnify, defend, and hold harmless ChildNet and the Department shall not include the acts or omissions of any Provider partner or subcontractor that is not a direct provider of foster care and related services to children and families.
- (f) In addition, the Provider's obligation to indemnify, defend, and hold harmless ChildNet and the Department shall not include damages and costs, including attorneys' fees, arising from the acts or omissions of any Provider subcontractor that is a direct provider of foster care and related services to children and families to the extent that such subcontractor is responsible for or obligated to indemnify, defend, and hold harmless ChildNet and the Department for the subcontractor's acts or omissions. Network Provider shall remain responsible to ensure that its subcontractors who provide foster care and related services is contractually responsible to indemnify, defend, and hold harmless ChildNet and the Department. Nothing in the Standard Contract, the attachments thereto, or the other documents referenced in any of them is intended to or shall waive the statutory limits of liability of the Provider or the subcontractor under section 409.993, F.S., or section 39.011 F.S., or the ability of the Provider to claim immunity thereunder.
- (g) Further, any obligation of the Provider and any subcontractor to indemnify, defend, and hold harmless ChildNet and the Department as set forth above shall not include in part or in whole any loss or damages caused by the negligent and/or intentional acts or omissions of the Lead Agency or the Department.

ARTICLE VI: Relationship of the Parties

6.1 Independent Contractor.

In performing its obligations of this Subcontract, Network Provider shall at all times be acting in the capacity of an independent contractor of ChildNet and may not be considered or permitted to be an officer, employee, or agent of the State of Florida, except where Network Provider is a State agency. Network Provider may not represent to others that it has the authority to bind the Department by virtue of this subcontract unless specifically authorized in writing to do so. This subcontract does not create any right in any individual to State retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this Subcontract. Nothing herein shall create or shall be construed as creating a partnership, joint venture, agency or any other relationship between ChildNet and Network Provider. Neither Network Provider nor any of Network Provider's employees or representatives will be deemed or construed to be an employee of ChildNet for any reason including, but not limited to, the Federal Unemployment Tax Act, any workers' compensation laws or income tax withholding laws. Network Provider shall have sole responsibility for the payment of all federal, state and local taxes applicable to Network Provider's services and services provided by Network Provider's employees, agents, independent contractors, and volunteers under this Subcontract.

ARTICLE VII: Miscellaneous

7.1 Liaison.

ChildNet shall act as the sole liaison between Network Provider and the Department with respect to any and all services provided and Clients served under this Subcontract.

7.2 Media Relations and Sponsorships.

Network Provider shall make reasonable efforts to coordinate with ChildNet in providing information in response to media inquiries concerning this Subcontract and/or services provided under this Subcontract. Media includes television, newspaper, radio and the Internet. As required by Section 286.25, Florida Statutes, if Network Provider is a non-government organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Subcontract, it shall, in publicizing, advertising or describing the sponsorship of the program state: "Sponsored by ChildNet, Inc., [Network Provider's name] and the State of Florida, Department of Children and Families." If the sponsorship reference is in written material, the words "ChildNet, Inc." and "State of Florida, Department of Children and Families" shall appear in the same size letters or type as the name of the Network Provider.

7.3 Dispute Resolution.

Network Provider and ChildNet agree to cooperate in resolving any differences in interpreting the Subcontract or to resolve disputes as to the adequacy of the parties' compliance with their respective obligations under the Subcontract. Within five (5) working days of the execution of this Subcontract, each party shall designate one person to act as the party's representative for dispute resolution purposes, and shall notify the other party of the person's name and business address and telephone number. Within five working days from delivery to the designated representative of the other party of a written request for dispute resolution, the representatives will conduct a face to face meeting for the purpose of resolving the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request

referral of the issue to the Chief Executive Officer of the respective parties. Upon referral to this second step, the Chief Executive Officers shall confer in an attempt to resolve the issue. Nothing herein precludes ChildNet or Network Provider from seeking relief from a court of law relating to any differences or disputes arising under this Subcontract. The court of competent jurisdiction shall be in Broward County, Florida. This obligation will survive termination or expiration of this Subcontract.

7.4 Notice of Legal Actions.

Network Provider shall notify ChildNet of potential or actual legal actions against Network Provider related to services provided through this Subcontract or that may impact the Network Provider's ability to deliver the subcontracted services, or that may adversely impact ChildNet. Network Provider shall notify the ChildNet Contract Manager and Chief Legal Officer within ten (10) days of Network Provider becoming aware of such actions or potential actions from the day of the legal filing, whichever comes first.

7.5 Gratuities.

Network Provider agrees that it will not offer to give or give any gift to any ChildNet or Department employee during the service performance period of this Subcontract and for a period of two years thereafter. In addition to any other remedies available to the Department, any violation of this provision will result in referral of Network Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of Network Provider's name on the suspended vendors list for an appropriate period. Network Provider shall ensure that its subcontractors, if any, comply with these provisions.

7.6 Drug Free Workplace.

Network Provider shall maintain a drug free workplace pursuant to Section 440.102, F.S., and shall implement appropriate policies and procedures to ensure compliance therewith.

7.7 Force Majeure.

In the event that either Party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Subcontract it is agreed that, upon such Party giving notice of the reasonable particulars of such Force Majeure in writing or by facsimile to the other Party within a reasonable time after the occurrence of the cause of such instance Force Majeure, the obligations of the Party giving such notice, including payment obligations, shall be suspended during the continuance of any inability so caused, but for no longer period. The cause of a Force Majeure event shall be remedied by the Party claiming Force Majeure as soon as possible with all responsible dispatch. Notwithstanding the foregoing, in the event that either party is unable to perform substantially its obligations hereunder due to an instance of Force Majeure for a period of 30 consecutive days, then any other Party, without waiver of any other remedies it may have in law or equity, may terminate this Subcontract upon 30 days prior written notice. For purposes of this Subcontract, the term "Force Majeure" means any cause occurring from time to time, whether or not of a kind hereinafter enumerated or otherwise, which is not as of the time in question reasonably within the control of the Party claiming Force Majeure, is not caused by that Party's negligence, and which, by the exercise of due diligence, such Party is unable, wholly or in part to prevent or overcome, including but not limited to:

- i Acts of God, including but not limited to epidemics, land slides, lightning, earthquakes, fires, storms, floods, and wash-outs;

- ii Strikes, lock-outs, or other industrial disturbances;
- iii Acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; and
- iv Arrests, orders, directives, or restraints of government agencies, either state or federal, civil or military.

7.8 Amendment or Modification.

ChildNet may amend or modify any provision of this Subcontract upon 30 days written notice to Network Provider. Failure of Network Provider to object in writing to such amendment or modification during the 30-day notice period shall constitute acceptance of such amendment or modification by Network Provider. ChildNet may make technical amendments to this Subcontract as may be required by state or federal regulatory agencies. All amendments will be presented in writing.

7.9 Authorized Representatives.

The undersigned individuals represent that they are properly and legally authorized to enter into this Contract on behalf of the entity named above their respective signatures.

7.10 Waiver.

ChildNet's failure to demand performance of any provision of this contract shall not be deemed a waiver of such performance. ChildNet's waiver of any one breach of any provision of this contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this contract. Any waiver by either party of a violation of any provision of this Contract shall not be considered a waiver of any subsequent violation. The provisions in this contract do not limit ChildNet's right to remedies at law or in equity.

7.11 Notices.

Any notice, request or other communication required or permitted hereunder must be in writing and will be deemed to have been duly given if personally delivered, sent by facsimile transmission or mailed, first class, postage prepaid, to the other party at its mailing address identified in this Subcontract.

7.12 Inurement.

This Subcontract shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Nothing contained in this Subcontract, express or implied, is intended to confer upon any other person or entity any benefits, rights or remedies.

7.13 Transitioning Young Adults.

Network Provider understands ChildNet and the Department's interest in assisting young adults aging out of the dependency system. ChildNet and the Department encourage Network Provider's participation with ChildNet's Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

7.14 Department of Economic Opportunity and CareerSource Florida.

Network Provider understands that the Department, the Department of Economic Opportunity, and CareerSource Florida, Inc., have jointly implemented an initiative to

empower recipients in the Temporary assistance to Needy Families Program to enter and remain in gainful employment. The Department and ChildNet encourage Network Provider's participation with the Department of Economic Opportunity and CareerSource Florida.

7.15 Survival of Terms.

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

7.17 Headings.

The headings in this Subcontract are inserted for convenience or reference only and shall not affect the meaning or construction hereof.

7.18 Entire Agreement.

This Subcontract represents the entire understanding between the Parties relative to the matters addressed herein and is composed of the Standard Contract and **Attachments I to XII** and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the Parties. There are no restrictions, promises, warranties or undertakings other than those set forth or referred to herein.

7.19 Attorneys' Fees.

In the event of litigation arising out of or in connection with the enforcement of this Subcontract or any dispute arising out of this Subcontract, the prevailing party shall be entitled to recover all attorneys' fees, costs and incidental expenses incurred in connection with such litigation proceeding, including all costs or fees incurred on appeal.

7.20 Severability.

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

7.21 Counterparts.

This Subcontract and any amendments hereto may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, binding on all Parties hereto and the signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. The Parties shall execute two (2) originals of this Subcontract. One (1) original will be retained by ChildNet and the second original will be retained by the Network Provider.

ARTICLE VIII: Other Terms

7.22 Other Terms.

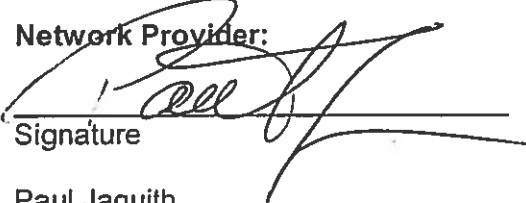
- (a) Except where otherwise provided in this Subcontract, communications between the parties regarding this Subcontract may be by any commercially reasonable means. Where this Subcontract calls for communication, in writing, except for notices of termination per Section 4.2, such communication includes email, and attachments are deemed received when the email is received.
- (b) This Subcontract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Subcontract and venue shall be in Broward County, Florida. Unless otherwise provided in **Attachment I** or in any amendment hereto, any amendment, extension or renewal (when authorized) may be executed in counterparts.
- (c) There are no provisions, term, conditions, or obligations other than those contained herein, and this Subcontract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.
- (d) Network Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Subcontract, in accordance with the provisions of Section 403.7065, F.S.

The remainder of this page was intentionally left blank.

By signing this contract, both parties agree that they have read and agree to the contents therein.

IN WITNESS WHEREOF, the parties hereto have caused this 30 page Subcontract and all referenced attachments and exhibits to be executed by their undersigned officials as duly authorized.

Network Provider:

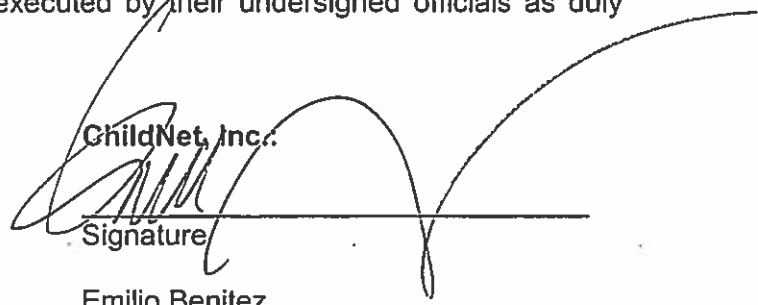

Signature

Paul Jaquith
Name

President/CEO
Title

7/11/2017
Date

ChildNet, Inc.:


Signature

Emilio Benitez
Name

President/CEO
Title

07-28-17
Date

Contract Manager Name:
Jeseyka Landers

Mailing Address:

Mental Health Association of Broward
7145 W. Oakland Park Blvd
Ft. Lauderdale, FL 33317

paul@mhasefl.org
Email Address

Mailing Address:

ChildNet, Inc.
1100 W. McNab Road,
Fort Lauderdale, FL 33309

JLanderss@ChildNet.us
Email Address

Mailing address of the official payee to whom payment shall be made if different than above

Network Provider:

Fiscal Year: July-June

Fed. ID #:59-0816448

Attachments:

- Attachment I Program Specific Requirements
- Attachment II Master Agreement
- Attachment III Civil Rights Compliance Checklist
- Attachment IV Incident Reporting Identification and Response Policy and Procedures
- Attachment V Network Provider Credentialing and Application Forms
- Attachment VI Debarment and Suspension
- Attachment VII Certification Regarding Lobbying
- Attachment VIII FFATA Certification of Executive Compensation Reporting Requirements
- Attachment IX Audit Requirements
- Attachment X Security Agreement Form
- Attachment XI HIPAA Provisions
- Attachment XII Clients Participating in Research

Unit cost.....\$51.70

4. Service Provided as part of Behavioral Observation will be will be paid according to unit type D. ChildNet shall pay Network Provider for the delivery of services provided in accordance with the terms of this Subcontract for a total dollar amount not to exceed \$13,218.75, subject to the availability of funds.

Unit Type D.....1 hour of Behavioral Observation

Total Units225

Unit cost.....\$58.75

5. Service provided as part of anger management will be will be paid according to Unit Type E. ChildNet shall pay Network Provider for the delivery of services provided in accordance with the terms of this Subcontract for a total dollar amount not to exceed \$11,515.00 subject to the availability of funds.

Unit Type E.....1 hour of anger management services per
person

Total Units350

Unit cost.....\$32.90

6. Service provided as part of Child Parent Psychotherapy Assessment will be will be paid according to Unit Type F. ChildNet shall pay Network Provider for the delivery of services provided in accordance with the terms of this Subcontract for a total dollar amount not to exceed \$11,280.00, subject to the availability of funds.

Unit Type F.....1 completed written assessment

Total Units15

Unit cost.....\$752

7. Service provided as part of Child Parent Psychotherapy will be will be paid according to Unit Type G. ChildNet shall pay Network Provider for the delivery of services provided in accordance with the terms of this Subcontract for a total dollar amount not to exceed \$26,882.70 subject to the availability of funds.

Unit Type G.....1 hour of child parent psychotherapy
sessions

Total Units390

Unit cost.....\$68.93

8. Service provided as part of supervised visitation services will be paid according to Unit Type H. ChildNet shall pay Network Provider for the delivery of services provided in accordance with the terms of this Subcontract

- a. ChildNet's Contract Manager shall act as a liaison to all participants in the Program including Network Provider and shall oversee projects and provide technical assistance when requested or indicated.
- b. ChildNet may conduct on-site reviews of Network Provider's program when considered necessary or as part of a Quality Assurance sampling function to evaluate compliance with licensing requirements.
- c. ChildNet shall make all final decisions regarding the appropriateness of referrals.
- d. ChildNet shall make determinations regarding contract and client outcome measures. Final determination of the adequacy of the Network Provider's corrective action plan (if required) as a result of monitoring conducted by ChildNet or its designee rests solely with ChildNet.

C. Method of Payment

This is a rate agreement contract. ChildNet agree to pay Network Provider for the delivery of service in accordance with the terms of this contract, for a total dollar amount not to exceed **\$272,652.75 for Fiscal Year 7/1/2017 – 6/30/2018**, and shall not exceed **\$272,652.75 for Fiscal Year 7/1/2018 – 6/30/2019**, subject to the availability of funds.

- 1. Services provided consisting of individual contact with clients will be paid according to unit type A. ChildNet shall pay Network Provider for the delivery of services provided in accordance with the terms of this Subcontract for a total dollar amount not to exceed **\$97,995.00**, subject to the availability of funds.

Unit Type A.....1 hour of parent education services

Total Units1390

Unit cost.....\$70.50

- 2. Services provided as part of the group session will be paid according to unit type B. ChildNet shall pay Network Provider for the delivery of services provided in accordance with the terms of this Subcontract for a total dollar amount not to exceed **\$85,088.80**, subject to the availability of funds.

Unit Type B.....1 group session of parent education services

Total Units584

Unit cost.....\$145.70

- 3. Services provided as part of case management services will be paid according to unit type C. ChildNet shall pay Network Provider for the delivery of services provided in accordance with the terms of this Subcontract for a total dollar amount not to exceed **\$24,557.50** subject to the availability of funds.

Total Units475

c. Documentation and Utilization

1. Network Provider shall provide Parent Education services to each family which shall consist of eight (8) weekly sessions. Services shall be provided to a minimum of 260 families.
2. Network Provider's group sessions shall minimally include three (3) families who meets the eligibility criteria outlined in section A.3.b. At Network Providers discretion, other targeted families not meeting client eligibility may attend such sessions.
3. For families receiving Case Management Services, complete ongoing logs of contact documenting the date, type, and name of the person contacted for all telephone, in-person, and collateral contacts, as well as any service delivery information. This information shall correlate with the monthly units billed to ChildNet
4. Network Provider shall maintain a case file for each family served. The case file shall contain, but is not limited to, the following information:
 - a. Referral information that documents the family's eligibility to receive parent education services.
 - b. A log of contacts documenting the date, type, and name of the person contacted for all telephone, in-person, and collateral contacts, as well as any service delivery information related to the evidence-based Parent Education curriculum. This information shall correlate with the monthly units billed to ChildNet.
 - c. A copy of AAPI pre-test and post-test score sheets or other assessment tool as approved by ChildNet.
 - d. Case closure documentation, as applicable; and
5. Federal Regulations require a 25% local match on Promoting Safe and Stable Families (PSSF) funding. Match commitment and donation shall be documented in detail and reported monthly to the Contract Manager as part of the completed invoice and on the Match Documentation Log, Exhibit J. The below table summarizes the PSSF funding within this subcontract and the calculated match as determined by the formula described in Title IV-B, Part 2 of the Federal Regulations.

Total Allocation	Full Funding Amount	Match Requirement
<i>(contract amount)</i>	<i>(total allocation/.75)</i>	<i>(full funding amount-total allocation)</i>
\$272,652.75	\$363,537.00	\$90,884.25

6. ChildNet Responsibilities:

be billed per family when the child does not attend the behavioral observation sessions.

6. Service Unit F consists of one completed written Child Parent-Psychotherapy Assessment.
7. Service Unit G consists of one hour of Child Parent Psychotherapy session.
8. Service Unit H consist of one hour of Supervised Visitation Services.

b. Reports

1. Network Providers shall submit by the 10th day of each month to the Child Advocate monthly reports, **Exhibit K**, which summarize the client's progress toward treatment and program goals and service planning. Upon request by ChildNet, Network Provider shall also submit a progress report within three (3) days of such special request. Additionally, ChildNet shall reserve the right to develop a format and/or content layout for service and progress reporting which shall be subsequently utilized and/or followed by Network Provider.
2. Network Provider shall provide the Child Advocate with a copy of the **Termination Report, Exhibit F**, within fourteen (14) business days of completion of the parenting program.
3. Network Provider shall submit by the 15th day following the end of each quarter a **Client Outcome Report** and narrative in the format as specified in **Exhibit A**. Outcomes shall be reported for all performance measures each quarter, and shall include information regarding achievement toward outcomes by stating each outcome, the number of clients served in the Program, the number of clients who have achieved the outcome, and such other information as is requested on report form. Network Provider shall also report any barriers experienced in outcome achievement. The report should also include any noteworthy activities that have occurred during the reporting period.
4. Network Provider shall submit along with the monthly invoice, **Exhibit G**, as documentation for individual, group, and case management services provided.
5. Network Provider shall provide the Child Advocate with a copy of the **Pre and Post Behavioral Observational Report, Exhibit H**, within seven (7) business days of completion of the report.
6. Network Provider shall submit along with the monthly invoice, the **Statistical Report, Exhibit I**, documenting statistical information for the program.

Network Provider's Administrative office shall be open from 9:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays. Parent Skills Training shall be provided at times that are convenient for families served.

c. Changes in Location:

Network Provider shall notify the ChildNet Contract Manager in writing 30 days prior to a change in location of its offices or service facilities.

5. Deliverables

a. Service Units

There are eight units of service in this subcontract.

Parenting Service

1. Service Unit A consists 90 minutes of parent skills training which includes all Network Provider responsibilities associated with individual or in-home services specified in this Attachment. Units may be rounded and billed in 15 minute increments and documented on the invoice as .25, .50, .75 or whole units. Units billed must be from face-to-face contact with the client.

Network Provider shall be allowed to bill for a unit of service in cases where a client does not show for a scheduled parenting class. If two (2) no shows occur the client shall be unsuccessfully discharged from the Parenting Program.

2. Service unit B consists of a minimum 90 minutes group session, for which there are at least three (3) individuals participating in the session.
3. Service Unit C consists of one hour of case management services that includes completing intake paperwork, report writing, court appearance and testimony, and activities performed for peer support. Units may be rounded and billed in 15 minute increments and documented on the invoice as .25, .50, .75 or whole units.
4. Service Unit D consists of one hour of Anger Management Services per person.
5. Service Unit E consists of one hour of Behavioral Observation services for children ages 0-5. This unit shall include Behavioral Observation and completed reports.

Network Provider shall be allowed to bill for a unit of service in cases where a child does not show for a scheduled Behavioral Observation session. No more than two (2) "no-shows" shall

- c. Mandatory reporting
 - d. Community resources
 - e. Overview of the Family Safety Program components and service delivery system
2. Parent Educators shall complete the approved Behavioral Observation training. The training shall include, but is not limited to, behavioral observation rating measures and reliable and valid pre/post measures.
 3. Program Director and Parent Educators shall complete an additional 40 hours of in-service training each year. In-service training topics shall include but are not limited to domestic violence, substance abuse, and children's mental health.
 4. Therapist providing Child Parent Psychotherapy shall complete the eighteen (18) month CPP Learning Collaborative training.

d. Staffing Changes

1. Network Provider shall submit written notification within five (5) business days if its chief administrator position becomes vacant or is anticipated to become vacant and identify who is assuming the responsibilities of that position during the vacancy. Once the position is filled, ChildNet shall be notified in writing of the permanent placement.
2. Network Provider shall submit written notification within five (5) business days of any changes in the persons authorized to execute contracts, amendments, and monthly invoices.

e. Subcontractors

There is no subcontracting permitted under the terms of this contract without prior written approval from ChildNet.

4. Service Location and Equipment.

a. Service Delivery Location:

Family homes, community sites, and

Mental Health Association of Broward
7145 W. Oakland Park Blvd.,
Lauderhill, FL 33013

Services are not limited to the above locations.

b. Service Times:

b. Personnel Qualifications

Network Provider personnel must meet the following qualifications and training requirements:

1. Program Director

Graduation from an accredited four-year college or university with a Bachelor's Degree in a human service related field and at least three years of experience in Parenting Education. A Master's Degree may substitute for one year experience.

2. Professional Parent Educator

Graduation from an accredited four-year college or university with a Bachelor's Degree in a human service related field and at least one year of experience working with children and families.

3. Administrative Coordinator

A High School Diploma or Graduate Equivalency Diploma and 2 years experience in coordination of client services, and/or community resources and referrals. Associate Degree preferred.

4. Intake Coordinator

A High School Diploma or Graduate Equivalency Diploma and 1 year experience working with the public. Associates Degree preferred.

5. Data Clerk

A High School Diploma or Graduate Equivalency Diploma. Must demonstrate competent computer skills. Will train to suit position.

6. Child-Parent Psychotherapist

Therapist shall have a Master's Degree in Human related field and shall be a licensed clinician or an intern moving towards licensure.

c. Training Requirements

1. Prior to providing direct services to families, Program Director, Parent Educators, and Coordinators shall complete a pre-service training program that includes the following topics:

a. Confidentiality issues

b. Identification of indicators of child abuse, neglect, and abandonment

Educator shall utilize the Substance Abuse Mental Health Service Administration Curriculum (SAMHSA).

- j. Provide independent non-therapeutic assessment services as requested by ChildNet. This shall consist of an interview with parent, observation of parent and child, and a written report.
- k. Provide Child and Parent Psychotherapy service.
- l. Appear in court as requested by the Child Advocate. Network Provider shall be prepared to provide a statement of the parent's progress, strengths or weaknesses to the court.
- m. Prepare written progress reports to the Child Advocate as identified in Section B.5.b.1 of this subcontract.

3. Staff Requirements

a. Staffing Levels

Network Provider shall maintain, at a minimum, the following staff:

1. A Program Director responsible for program design, program management, court reports, staff supervision, training, caseload assignment, service/data monitoring, oversight of case files, direct service as educator, facilitator, individualized service delivery and documentation, coordinates activities of multiple fund sources. This position may require the performance of direct service responsibilities in the event of vacancies or the unavailability of staff.
2. Parent Educators responsible for providing direct services to families as outlined in this Attachment.
3. Administrative Coordinator responsible for tracking all clients assigned to PEPS services, serves as contract liaison for referral sources, compiles contractually required reports, monitors client participation and attendance. Follow-up with clients who fail to attend classes, provide oversight of scheduling assignments, coordinates follow up for closed or inactive cases, and maintains outcome and satisfaction documentation.
4. Intake Coordinator engages callers seeking services, gathers preliminary information to assign clients to service area(s), completes documentation necessary to initiate client files, maintains schedule of services, assist in collection of outcome and client satisfaction data.
5. Data Clerk maintains computerized data as necessary to support all program services, includes data input and creation of reports, filing and records management as needed to support program, maintains data for billing.

- c. Parents are required to attend all behavioral observation session.
- e. To successfully complete the Parenting Program, clients must attend all assigned sessions.
 - a. A make-up option is available for clients who miss one (1) parenting session.
 - b. The make-up session must be completed within seven (7) business days of the missed session and at least 2 hours before the next regularly scheduled session.
 - c. If a client misses two (2) parenting sessions, the client shall be unsuccessfully discharged from the parenting program.
- f. Provide Child-Parent Psychotherapy (CPP) services to Broward County children 0-5 years of age. Additionally, Network Provider shall support and strengthen the caregiver-child relationship and to protect the child's mental health.
 - a. Complete an assessment within twenty-four (24) calendar days after receipt of referral and provide a copy of the assessment within seven (7) business days of completion of the assessment.
 - b. Provider therapeutic services to children who have experienced traumatic events and/or are experiencing mental health, attachment, and behavioral problems.
 - c. Ensure therapeutic services are provided weekly or as otherwise indicated.
 - d. Ensure therapeutic sessions include the child and parent or primary caregiver.
 - e. Conduct monthly family team meetings.
- g. Parenting training shall be provided through educational groups and/or individual sessions. Network Provider shall provide each parent with eight (8) weekly sessions of parenting skills training. Each parenting class shall be a minimum of 90 minutes and a maximum of 120 minutes in duration. Parent Educators shall utilize Systematic Training for Effective Parenting (STEP) evidence-based curriculum.
- h. Provide supervised visitation services to families in order to ensure a safe and therapeutic environment for the visit to take place. Therapeutic clients shall be court ordered for services. The frequency and duration shall be determined by the court order.
- i. Provide anger management services that address topics such as, but not limited to, the cycle of abuse, emotion regulation, healthy boundaries, conflict resolution, relaxation techniques, and the roots of anger. Network Provider shall provide each client with nine (9) weekly sessions.

each parent with eight (8) weekly sessions of parenting skills training. Each parenting class shall be a maximum of 90 minutes.

- d. Provide Behavioral Observation services as a component of the parenting skills training to parents of Broward County dependent children 0-5 years of age. Behavioral Observation is designed to determine parent's overall improvement in interaction with the child.
 - a. Pre and Post Behavioral Observation shall be for a minimum of 45 minutes in duration.
 - i. Pre-Behavioral Observation shall be conducted within fourteen (14) business days before the commencement date of the parenting session.
 - ii. Post-Behavioral Observation shall be conducted within fourteen (14) business days of the last parenting session.
 - iii. Network Provider shall re-schedule the Behavioral Observation for clients who miss the Post-Behavioral Observation session. The re-scheduled session shall occur within seven (7) business days of missed Post-Behavioral Observation session.
 - iv. Clients who do not complete the Post-Observation by the re-scheduled date shall be discharged unsuccessfully from the Parenting Program.
 - b. Behavioral Observations shall be conducted in Network Provider's office or alternate location meeting requirement as outlined in the parenting initiative.
 - c. The Parent Educator who conducts the Pre and Post Behavioral Observations shall also teach the parenting class.
 - d. The **Behavioral Observation Tool, Exhibit E**, shall be completed during each observation sessions.
 - e. Network Provider shall contact ChildNet's Director of Service Coordination or designee, for parents with multiple children, to determine which child(ren) shall be observed with parent(s). Behavioral Observations shall not be conducted for all children under the age of 5 years.
 - f. Network Provider shall only allow two (2) "no-shows" per client.
 - a. No show shall be allowed for children who do not attend behavioral observation sessions.
 - b. Schedule make-up class within 7 business days of the "no-show" date.

documented in writing and reviewed by Network Provider's Executive Director or his/her designee. A copy of such documentation shall be sent to the client's Child Advocate and Child Protective Investigator within 72 hours. In the event of a child abuse/neglect allegation involving a family receiving Parent Education services, Network Provider shall work with all involved parties to assure the safety of the involved children and the speedy resolution of the investigation. Network Provider will follow up with all referrals and institution reports within the designated time frames. The goal of all complaint resolution is to assure the safety and well-being of children and the continued compliance with applicable laws.

e. Complete the **Child and Family Services Monthly Report, Exhibit D.**

Make follow-up contacts with each successfully discharged family. The contacts shall be completed either in person or by telephone at three, six, and twelve months after case closure, or more frequently as determined appropriate by Network Provider. The purpose of the follow-up contact is to determine whether or not the family requires additional services in the home. If a need for additional services is identified, Network Provider personnel shall refer the family to such services, as appropriate, and document any such referral in the family's file. If unable to make contact, Network Provider shall continue to make attempts for follow-up contact as soon as possible and such attempts shall be documented.

2. Service Activities

Network Provider shall:

- a. Conduct an intake, by phone or in person to assess client need. Intake shall be conducted within three (3) business days of referral. Intake shall be conducted by a specifically trained PEPS staff member. Oral and/or written confirmation of registration shall be provided to each client and will contain information on the services to be provided, the service site, time, schedule, and fees to be assessed. If Network Provider is unable to conduct intake within three (3) business days, intake shall be completed as soon as possible and all attempts shall be documented.
- b. Provide evidenced-based parenting skills training to clients to teach/promote appropriate discipline, child development and age appropriate behaviors, parent-child communication, increase self-esteem and confidence, stress management, empathy, and positive discipline techniques as alternatives to corporal punishment using role playing and modeling of appropriate parental behavior. Parent Educators will conduct interactive group activities that include, but is not limited to, role-plays, videos, and discussions of hypothetical parenting situations and sharing of experiences.
- c. Provide parenting skills training to the parents of special needs children 0-17 years of age. Parent Educators shall utilize Systemic Training for Effective Parenting (STEP) evidence-based curriculum. Topics shall include but is not limited to circumstances and challenges for families, strengthening families, special condition of child, communication, development, temperament, and behavior. Network Provider shall provide

Clients to be served under this Network Provider Subcontract are families whose children have been subject to an occurrence of child abuse, abandonment, or neglect and families whose children have been reunified. Families eligible for services under this Subcontract must reside in Broward County and shall be referred by ChildNet.

b. Client Eligibility

Clients to be served under this Network Provider Subcontract are families whose children have been subject to an occurrence of child abuse, abandonment, or neglect and families whose children have been reunified. Families eligible for services under this Subcontract must reside in Broward County and shall be referred by ChildNet.

B. Provision of Services

1. Program Procedures

Network Provider shall:

- a. Maintain current written eligibility and discharge criteria, as well as written referral procedures. Network Provider shall ensure that all referred families are contacted within three (3) business days of the receipt of the referral if no current waiting list exists. If Network Provider is unable to make contact with the family within three (3) business days, all attempts shall be documented. Network Provider shall send weekly updates via e-mail to ChildNet's Contract Manager and Director of Service Coordination or designee regarding service availability, the number of clients on the wait list, and the anticipated wait time for services.
- b. Network Provider shall include a component of the Parent Education curriculum that focuses on the educational needs of the child (ren). Such topics shall include but not be limited to Individuals with Disabilities Education Act (IDEA), section 504 and/or Individual Education Plan (IEP), homework, tutoring, psycho-educational evaluation, school problem-solving, addressing school disciplinary problems, etc. Network Provider shall contact ChildNet's Education Services Specialist for guidance and/or resources in developing the educational component of the curriculum.
- c. Administer the Adult-Adolescent Parenting Inventory (AAPI) or alternative measurement tool approved by ChildNet, **Exhibit C**, at the first visit with the family or before the start of the second visit as a pre-test and at the completion of the PEPS program as a post-test to measure the performance of parents/caretakers who receive eight (8) weeks of Parenting Skills Training.
- d. Regardless of the source of the complaint, Network Provider will ensure that the Florida Child Abuse Hotline is immediately notified of all complaints that could potentially impact the safety of a child. Network Provider will cooperate with Child Protective Investigators in the investigation of any such complaints. All activities regarding complaint investigations that are reported to the Florida Child Abuse Hotline will be

Parent Education Parent Support Services (PEPS) are provided to reduce risk factors related to child abuse and neglect. The services are based on an evidence-based curriculum and may be delivered in a group setting, to an individual family in their home, or alternate community site. PEPS Program is designed to teach skills that enable families to deal constructively and consistently with a broad spectrum of child rearing problems including but not limited to parent-child relationships, effective and appropriate tools to improve child behavior, positive family communication, conflict resolution skills, and strong family attachment.

PEPS services are provided as a collaborative effort between ChildNet and its network providers to enhance the quality of the service delivery system provided under the Master Agreement between ChildNet and the Department. Network Provider understands that the joint mission of the Department and ChildNet in entering into the Master Agreement under which Network Provider is serving as a subcontractor to ChildNet is to ensure the safety, permanency and well-being of the child and the preservation and stability of families.

b. Authority

1. The Master Agreement and this Network Provider Subcontract are authorized by Sections 409.986 and 409.988 F.S., which requires the Department to privatize the provision of foster care and related services by contracting with competent community-based agencies. Parent Skills Training is provided as part of a comprehensive approach to the prevention of child abuse, neglect, and abandonment, pursuant to Chapter 39, F.S..
2. The Network Provider shall comply with all applicable and valid provisions of federal and Florida law, including but not limited to the federal and state laws set forth the Community Based-Care Authority and Requirements Reference Guide herein incorporated by reference and can be accessed at:
<http://www.dcf.state.fl.us/programs/cbc>.

c. Major Program Goals

The goal of the Parent Education Parent Support Program is to prevent an occurrence of child abuse or neglect in families by providing educational services based upon an evidence-based curriculum. The primary intent of the program is to increase the strength and stability of the family by increasing parents' confidence and competence in their parenting abilities, affording children a stable and supportive family environment, increasing parenting knowledge, and otherwise enhancing child development.

3. Clients to be Served:

a. General Description

**ATTACHMENT I
PARENT EDUCATION/PARENTING SUPPORT SERVICES**

A. Services to be Provided

1. Definition of Terms:

- a. Adult-Adolescent Parenting Inventory. A reliable and valid standardized pre- and post-test instrument, used by ChildNet to test the effectiveness of all Parent Education programs. The instrument measures basic parental knowledge of appropriate child rearing practices of parents who complete a Parent Education program lasting six weeks or longer that is delivered with a planned and organized curriculum.
- b. Caregiver. The parent, legal custodian, permanent guardian, adult household member, or other person responsible for a child's welfare as defined in Chapter 39.01 (47), Florida Statutes (F.S.).
- c. Child Advocate. The ChildNet staff member who coordinates all services rendered to the child or family and who serves as the single and continuous point of contact for the child and family from entry into the child protection system until exit from the child protection system.
- d. Child and Family Services Monthly Report. This monthly reporting tool, completed by the Network Provider and submitted monthly to ChildNet, collects information on local programs that are designed to meet PSSF and CAPTA grant requirements and the Florida Prevention Plan. At the local level, data collected can be used to report to community leaders on how prevention dollars are spent, to provide help in developing prevention budgets, to design plans and services, for raising local funds, to avoid duplication of services, and to provide statewide comparisons of similar programs for evaluation purposes.
- e. Department. Means the Department of Children and Families.
- f. Promoting Safe and Stable Families Program. The federal program established under the Adoptions and Safe Families Act, 105-89, 1997. The program provides funding for child abuse and neglect prevention services, timely reunification of children in foster care, and permanency planning. The goals of the program include protecting children's safety, health, and welfare; strengthening families' ability to promote their children's healthy development; and contributing to the development of a more responsive, collaborative, family-centered child and family service system.

2. General Description:

- a. Statement

for a total dollar amount not to exceed \$2,115.00, subject to the availability of funds.

Unit Type H.....1 hour of supervised visits

Total Units30

Unit cost.....\$70.50

9. The provider will submit all monthly invoices using the form provided by ChildNet. See **Exhibit B**.

Exhibits

Exhibit A	Outcome Report
Exhibit B	Contracted Services Invoice
Exhibit C	Adult-Adolescent Parenting Inventory
Exhibit D	Child and Family Services Monthly Report
Exhibit E	Behavioral Observation Tool
Exhibit F	Termination Report
Exhibit G	Client Serve Report
Exhibit H	Behavioral Observation Report
Exhibit I	Statistical Report
Exhibit J	Match Documentation Log
Exhibit K	Monthly Report

Following Page for D. Outcome Measures/Performance Standards

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D. Outcome Measures/ Performance Standards:

The Network Provider shall work with ChildNet to ensure the reliability of client data collected through established reporting formats appropriate to the program. All reporting of outcome measures shall be submitted on the form provided by ChildNet. See Exhibit A. Network Provider shall meet the following performance standards:

Relevance	Outcome	Measure	Target	Data Collection Method	Method of Calculation
ASFA Outcome SO1	Children are first and foremost protected from abuse and neglect	Percentage of families having no verified findings of abuse/neglect during service provision	95%	FSFN verification	# of families with no verified findings of abuse/neglect during service provision divided by total # of families discharged.
ASFA Outcome WB1	Families have enhanced capacities to provide for their children's needs	Percentage of families who received Parent Education services for at least 6 sessions or more who are not subjects of reports with verified maltreatment within 12 months of program completion	96%	FSFN verification	Results to be calculated by State Data Support Unit or Network Provider by taking the # of families enrolled for 6 sessions or more who are not subjects of reports with verified maltreatment within 12 months of program completion divided by total # of families surveyed.
ASFA Outcome WB1	Families have enhanced capacities to provide for their children's needs	Percentage of families who have completed Parent Education services achieve a score of 4 or higher in 4 of the 5 constructs as measured by the AAPI Post-test	83%	AAPI Post-test	# of families who have completed Parent Education services who achieve a post-test score of 4 or higher in 4 of the 5 AAPI constructs divided by total # of families who have completed 8 sessions of Parent Education services
ASFA Outcome WB1	Families have enhanced capacities to provide for their children's needs	Percentage of parents who show improvement in interaction with their children as measured by pre-and-post Behavioral Observation Tool	83%	Behavioral Observation Tool	# of client who demonstrate improvement in interaction with their children as measured by an increase in the pre-and-post Behavioral Observation Tool
ASFA Outcome WB1	Families have enhanced capacities to provide for their children's needs	Percentage of enrolled families who complete Parent Skills Training	70%	Client File documentation verifying completion of parenting service.	# of families who complete Parent Skills Training divided by total # of enrolled families.

State of Florida

Department of State

I certify from the records of this office that MENTAL HEALTH ASSOCIATION OF BROWARD COUNTY, INC. is a corporation organized under the laws of the State of Florida, filed on May 15, 1986.

The document number of this corporation is N14936.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on January 6, 2017, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixth day of January, 2017*



Ken Detjmer
Secretary of State

Tracking Number: CC4057402503

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Internal Revenue Service

Department of the Treasury

District
Director

Baltimore District

31 Hopkins Plaza, Baltimore, Md. 21201

P.O. Box 13163, Room 817
Baltimore, MD 21203

▷

Date: April 29, 1996

Employer Identification Number:
59-0816448

MENTAL HEALTH ASSOCIATION OF
BROWARD COUNTY, INC.
5546 W. OAKLAND PARK BLVD
SUITE 207
LAUDERHILL, FL 33313

Person to Contact:
EP/EO Tax Examiner

Telephone number:
(410) 962-6058

Dear Sir/Madam:

This is in response to your inquiry requesting a copy of the letter which granted tax exempt status to the above named organization.

Our records show that the organization was granted exemption from Federal Income Tax under section 501(c)(3) of the Internal Revenue Code effective April, 1993. We have also determined that the organization is not a private foundation because it is described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you under section 170 of the Code.

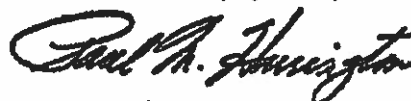
As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

You are required to file Form 990, Return of Organization Exempt From Income Tax, only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

A copy of our letter certifying the status of the organization is not available, however, this letter may be used to verify your tax-exempt status.

Because this letter could help resolve any questions about your exempt status, it should be kept in your permanent records.

Sincerely yours,



Paul M. Harrington
District Director