

**ATTACHMENT I**  
**STANDARD CONTRACT**

**I. THE NETWORK PROVIDER AGREES:**

**1. Contract Document**

The network provider shall provide services in accordance with the terms and conditions specified in this contract including all attachments, exhibits, and documents incorporated by reference which constitute the contract document.

**2. Requirements of Section 287.058, Florida Statutes, (F.S.)**

The network provider shall provide units of deliverables, including reports, findings, and drafts, as specified in this contract. These deliverables must be received and accepted by the contract manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Department and LCI. The network provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit; where itemized payment for travel expenses are permitted in this contract, submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this contract. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. and as prescribed by subsection 119.07(1) F.S., made or received by the network provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the network provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department and LCI may unilaterally terminate the contract.

**3. State of Florida Law**

This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the 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 contract and venue shall be as provided in PUR 1000. (see Section 29)

**4. Federal Law**

- a. If this contract contains federal funds, the network provider shall comply with the provisions of federal law and regulations including, but not limited to, 45 Code of Federal Regulations (CFR), Part 74, 45 CFR, Part 92, the Federal Uniform Grant Guidance, and other applicable regulations.
- b. If this contract contains \$10,000 or more of federal funds, the network provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.
- c. If this contract contains over \$100,000 of federal funds, the network provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (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 (40 CFR, Part 30). The network provider shall report any violations of the above to the Department and LCI.

- d. No federal funds received in connection with this contract may be used by the network provider, or agent acting for the network provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the network provider must, prior to contract execution, complete the Certification Regarding Lobbying form. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract.
- e. If this contract contains federal funds and provides services to children up to age 18, the 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 or the imposition of an administrative compliance order on the responsible entity, or both.
- f. Unauthorized aliens shall not be employed. The Department and LCI shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The 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 and its subcontractors' employees performing under this Contract. "Employee assigned to the contract" means all persons employed or assigned (including subcontractors) by the network provider or a subcontractor during the contract term to perform work pursuant to the contract within the United States and its territories.

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

- a. The network provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department and LCI under this contract
- b. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract shall be maintained by the network provider for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Department and LCI.
- c. Upon demand, at no additional cost to the Department and LCI, the network provider will facilitate the duplication and transfer of any records or documents during the required retention period in Section 5.b.
- d. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department and LCI.
- e. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and LCI and Federal auditors, pursuant to 45 CFR, section 92.36(i)(10), shall be allowed full access to and the right to examine any of the network provider's contracts and related records and documents, regardless of the form in which kept.
- f. A financial and compliance audit shall be provided to the Department and LCI as specified in this contract and in Attachment II.
- g. The network provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).
- h. No record may be withheld nor may the network provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

## **6. Monitoring by the Department and LCI**

The network provider shall permit all persons who are duly authorized by the Department and LCI to inspect and copy any records, papers, documents, facilities, goods and services of the network provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the network provider to assure the Department and LCI of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department and LCI will deliver to the network provider a written report of its findings, and may direct the development, by the network provider, of a corrective action plan where appropriate. The network provider hereby agrees to timely correct all deficiencies identified in the corrective action plan. This provision will not limit the Department and LCI's termination rights under Section 40.d.

## **7. Network Provider Indemnity**

Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this contract or arising from or relating to any alleged act or omission by the network provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms will also apply:

**a.** If the network provider removes an infringing product because it is not reasonably able to modify that product or secure the Department and LCI the right to continue to use that product, the network provider shall immediately replace that product with a non-infringing product that the Department and LCI determines to be of equal or better functionality or be liable for the Department and LCI's cost in so doing.

**b.** Further, the network provider shall indemnify the Department and LCI for all costs and attorney's fees arising from or relating to the network provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the network provider's redaction of the record, as provided under Section 32. hereof, including litigation initiated by the Department and LCI.

The network provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department and LCI negligent shall excuse the network provider of performance under this provision, in which case the Department and LCI shall have no obligation to reimburse the network provider for the cost of its defense. If the network provider is an agency or subdivision of the state, its obligation to indemnify, defend and hold harmless the Department and LCI shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

## **8. Insurance**

The network provider shall maintain continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) thereof. With the exception of a state agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this contract, the network provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the network provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the network provider do not limit the network provider's liability and obligations under this contract. Upon the execution of this contract, the network provider shall furnish the LCI written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to expiration or cancellation. The LCI reserve the right to require additional insurance as specified in this contract.

## 9. Client Information

The network provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state and federal laws, rules and 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), the network provider shall comply with the provisions of Attachment III to this contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Network Provider or its subcontractors incidental to the network provider's performance of this contract.

## 10. Assignments and Subcontracts

a. The network provider shall not assign the responsibility for this contract to another party without prior written approval of the Department and LCI, upon the Department and LCI's sole determination. In no event may network provider assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under this contract which right is not conditioned on full and faithful performance of network provider's duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Department and LCI shall be null and void. The network provider shall not subcontract for any of the work contemplated under this contract without prior written approval of the Department and LCI, which shall not be unreasonably withheld.

b. To the extent permitted by Florida Law and in compliance with Section 7 of this Standard Contract, the network provider is responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the network provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The network provider further agrees that the Department and LCI shall not be liable to the subcontractor in any way or for any reason. The network provider, at its expense, will defend the Department and LCI against such claim.

c. The network provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department and LCI in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the network provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the network provider and paid by the network provider to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) of the outstanding balance due.

d. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the network provider. In the event the State of Florida approves transfer of the network provider's obligations, the network provider remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the network provider or the Department and LCI.

e. The network provider shall include, or cause to be included, in all subcontracts (at any tier) the substance of all clauses contained in this Standard Contract that mention or describe subcontract compliance.

f. The network provider, the Department, and LCI consent and agree that all rights and obligations under this contract may be assigned in full to a successor Lead Agency upon award of such contract by the Department of Children and Families.

## 11. Return of Funds

The network provider shall return to the Department and LCI any overpayments due to unearned funds or funds disallowed that were disbursed to the network provider by the Department and LCI and any interest attributable to such funds pursuant to the terms and conditions of this contract. In the event that the network provider or its independent auditor discovers that an overpayment has been made, the network provider shall repay said overpayment immediately without prior notification from the Department and LCI. In the event that the Department and LCI first discover an overpayment has been made, the contract manager, on behalf of the Department and LCI, will notify the network provider by letter of such findings. Should repayment not be made forthwith, the

network provider will be charged at the lawful rate of interest on the outstanding balance after the Department and LCI notification or network provider discovery. Payments made for services subsequently determined by the Department and LCI to not be in full compliance with contract requirements shall be deemed overpayments.

## **12. Client Risk Prevention and Incident Reporting**

If services to clients are to be provided under this contract, the network provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or circuit or region operating procedures. The network provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the network provider and its employees.

## **13. Purchasing**

Articles which are the subject of or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the network provider shall be deemed to be substituted for the Department and LCI insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459. The network provider shall procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, F.S.

## **14. Civil Rights Requirements**

In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the network provider shall not discriminate against any employee (or applicant for employment) in the performance of this contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the network provider agrees not to discriminate against any applicant, client or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR 80, 83, 84, 90, and 91, Title VII of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. If employing fifteen or more employees, the network provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within 30 days of execution of this Contract and annually thereafter in accordance with 45 CFR 80 and CFOP 60-16.

## **15. Independent Capacity of the Contractor**

**a.** In performing its obligations under this contract, the network provider shall at all times be acting in the capacity of an independent entity and not as an officer, employee, or agent of LCI, or the State of Florida, except where the network provider is a state agency. Neither the Provider nor any of its agent's employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department and LCI by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this Contract.

b. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida. The Department and LCI will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department and LCI in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

c. The Provider shall not assign its responsibilities under this Contract to another party, in whole or in part, without prior written approval of the Department and LCI, upon the Department and LCI's sole determination that such assignment will not adversely affect the public interest. No payment shall be made to any factor or other person who has been assigned or transferred the right to receive payment except upon full and faithful performance of the Provider's duties hereunder. Any assignment or transfer occurring without prior approval of the Department and LCI shall be null and void.

## **16. Sponsorship**

As required by section 286.25, F.S., if the network provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (network provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

## **17. Publicity**

Without limitation, the network provider and its employees, agents, and representatives will not, without prior departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the network provider has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the network provider's prospective customers.

## **18. Final Invoice**

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

## **19. Use of Funds for Lobbying Prohibited**

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

## **20. Public Entity Crime and Discriminatory Contractors**

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

## **21. Gratuities**

The network provider agrees that it will not offer to give or give any gift to any Department and LCI employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. In addition to any other remedies available to the Department and LCI, any violation of this provision will result in referral of the network provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the network provider's name on the suspended vendors list for an appropriate period. The network provider will ensure that its subcontractors, if any, comply with these provisions.

## **22. Patents, Copyrights, and Royalties**

a. It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to network provider's performance under this contract, and the performance of all of its officers, agents and subcontractors in relation to this contract, are works for hire for the benefit of the Department and LCI, fully compensated for by the 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 and LCI 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 contract, or in anyway connected herewith. 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. If the network provider uses or delivers to the Department and LCI for its use or the use of its employees, agents, or contractors, any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this 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.

c. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the network provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department and LCI shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

### **23. Construction or Renovation of Facilities Using State Funds**

Any state funds provided for the purchase of or improvements to real property are contingent upon the network provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the network provider agrees that, if it disposes of the property before the Department and LCI's interest is vacated, the network provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

### **24. Information Security Obligations**

a. An appropriately skilled individual shall be identified by the network provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the Department and LCI's security staff and will maintain an appropriate level of data security for the information the network provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all network provider employees that request or have access to any departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated network provider employees.

b. The network provider shall provide the latest departmental security awareness training to its staff and subcontractors who have access to departmental information.

c. All network provider employees who have access to departmental information shall comply with, and be provided a copy of CFOP 50-2 and shall sign the DCF Security Agreement form CF 0114. A copy of which may be obtained from the contract manager.

d. The network provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the network provider shall assure that unencrypted personal and confidential departmental data will not be stored on unencrypted storage devices. The network provider shall require the same of all subcontractors.

e. The network provider agrees to notify the contract manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data. The network provider shall require the same notification requirements of all subcontractors.

f. The network provider shall provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential departmental data provided in section 817.5681, F.S. The network provider shall require the same notification requirements of all subcontractors.

### **25. Accreditation**

The Department and LCI is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department and LCI has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Department and LCI's network providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

### **26. Network Provider Employment Opportunities**

a. Agency for Workforce Innovation and Workforce Florida: The network provider understands that the Department and LCI, the Agency for Workforce Innovation, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. LCI encourages network provider participation with the Agency for Workforce Innovation and Workforce Florida.



b. Transitioning Young Adults: The network provider understands the Department and LCI's Operation Full Employment initiative to assist young adults aging out of the dependency system. The Department and LCI encourages network provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

## **27. Health Insurance Portability and Accountability Act**

The network provider shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

## **28. Emergency Preparedness**

a. If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the network provider shall, within thirty (30) days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the network provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term supervision includes the responsibility of the Department and LCI, or its contracted agents to ensure the safety, permanency and well-being of a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting.

b. The Department and LCI agrees to respond in writing within thirty (30) days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the Department and LCI may exercise oversight authority over such network provider in order to assure implementation of agreed emergency relief provisions.

c. An updated emergency preparedness plan shall be submitted by the network provider no later than twelve (12) months following the acceptance of an original plan or acceptance of an updated plan. the Department and LCI agrees to respond in writing within thirty (30) days of receipt of the updated plan, accepting, rejecting, or requesting modification to the plan.

## **29. PUR (Purchasing) 1000 Form**

The PUR 1000 Form (10/06 version) is hereby incorporated by reference and made a part hereof as if fully recited herein. Sections 1.d., 2-4, 6, 8-13, 19, 22, 23, 27, 31, and 35 of the PUR 1000 Form are not applicable to this contract. Other provisions of the PUR 1000 Form are clarified, revised or supplemented as set forth elsewhere in this Standard Contract. In the event of any conflict between the PUR 1000 Form (10/06), and any terms or conditions of this contract (including the Department and LCI's Standard Contract), the terms or conditions of this contract shall take precedence over the PUR 1000 Form.

## **30. Notification of Legal Action**

The network provider shall notify the Department and LCI of legal actions taken against them or potential actions such as lawsuits, related to services provided through this contract or that may impact the network provider's ability to deliver the contractual services, or adversely impact the Department and LCI. The Department and LCI's contract manager will be notified within ten (10) days of network provider becoming aware of such actions or from the day of the legal filing, whichever comes first.

### **31. Whistleblower's Act Requirements**

In accordance with subsection 112.3187(2), F.S., the 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, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The 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.

### **32. 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 network provider of proprietary or trade secret confidentiality for any information contained in 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 Section 32.b 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.** The Department and LCI, 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 Section 32.b.above. Accompanying the submission shall be an updated version of the justification under Section 32.b., correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be proprietary or trade secret. If the network provider fails to promptly submit a redacted copy, the Department and LCI is authorized to produce the records sought without any redaction of proprietary or trade secret information.

**d.** 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.

### **33. Support to the Deaf or Hard-of-Hearing**

**a.** The network provider and its subcontractors, where direct services are provided, shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA) and the Children and Families Operating Instruction (CFOP) 60-10, Chapter 4, entitled "Auxiliary Aids and Services for the Deaf or Hard-of-Hearing."

b. If the network provider or any of its subcontractors employs 15 or more employees, the network provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504, the ADA, and CFOP 60-10, Chapter 4. The name and contact information for the network provider's Single-Point-of-Contact shall be furnished to the Department and LCI's Grant or Contract Manager within 14 calendar days of the effective date of this requirement.

c. The network provider shall, within 30 days of the effective date of this requirement, contractually require that its subcontractors comply with section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the network provider's Single-Point-of-Contact.

d. The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of network providers and its subcontractors with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

e. The network provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by network provider and subcontractors. The approved Notice can be downloaded through the Internet at: <http://www.dcf.state.fl.us/admin/ig/civilrights/>.

f. The network provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The network provider shall submit compliance reports monthly, by the 5th business day following the reporting month, to LCI's Contract Manager. The network provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

g. If customers or companions are referred to other agencies, the network provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

#### **34. Verification of Employment Status (E-Verify)**

Pursuant to section 448.095, Florida Statutes, the network provider and its subcontractors shall utilize the U.S Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the network provider during the contract term. 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>.

#### **35. Disqualifying Conditions**

The network provider and its subcontractors shall assure that the following disqualifying conditions do not exist.

- a. Any person or entity is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity within the last five (5) years;
- b. Any person or entity is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on his or her ability to provide services to vulnerable populations, including, but not limited to, abused or neglected children, or which adversely reflects his or her ability to properly handle public funds;
- c. Any person or entity is currently involved, or has been involved within the last five (5) years, with any litigation, regardless of whether as a plaintiff or defendant, which might pose a conflict of interest to the Department, the state or its subdivisions, or a federal entity providing funds to the Department
- d. Any person or entity has had a contract terminated by the Department for a failure to satisfactorily perform or for cause.
- e. Any person or entity has failed to implement a corrective action plan approved by the Department or any other governmental entity, after having received due notice.

### **36. Federal Funding Accountability and Transparency Act**

Providers will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Contract includes \$30,000 or more in Federal funds (as determined over its entire term). The 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.

## **II. LCI AGREES:**

### **37. Contract Amount**

The Department and LCI shall pay for contracted services according to the terms and conditions of this contract, subject to the availability of funds and satisfactory performance of all terms by the network provider. The Department and LCI's obligation to pay under this contract is contingent upon an annual appropriation by the State Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

### **38. Contract Payment**

Pursuant to section 215.422, F.S., the Department and LCI has seven (7) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by LCI or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a network provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the network provider requests payment. Payment shall be made only upon written acceptance by LCI and shall remain subject to subsequent audit or review to confirm contract compliance.

### **39. Financial Consequences for Network Provider's Failure to Perform**

If the network provider fails to meet the minimum level of service or performance identified in this agreement, or that is customary for the industry, then the Department and LCI will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, imposition of penalties per Section 39, and

termination of contract and requisition of services from an alternate source. Any payment made in reliance on the network provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 11 above, entitled "Return of Funds" to the extent of such error.

#### **40. Vendor Ombudsman**

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in subsection 215.422, F.S., which include disseminating information relative to the prompt payment and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

#### **41. Notice**

Any notice that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the network provider responsible for administration of the program, to the designated address contained in this contract.

### **III. THE NETWORK PROVIDER AND LCI MUTUALLY AGREE:**

#### **42. Financial Penalties for Failures to Comply with Requirement for Corrective Action.**

a. In accordance with the provisions of Section 402.73(1), F.S., and Section 65-29.001, F.A.C., corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

b. The increments of penalty imposition that shall apply, unless the Department and LCI determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

c. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

d. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment LCI may deduct the amount of the penalty from invoices submitted by the network provider.

#### **43. Termination**

a. This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the network provider responsible for administration of the program.

b. In the event funds for payment pursuant to this contract become unavailable, the Department and LCI may terminate this contract upon no less than twenty-four (24) hours notice in writing to the network provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The Department and LCI shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the network provider will be compensated for any work satisfactorily completed.

c. In the event the network provider fails to fully comply with the terms and conditions of this, the Department and LCI may terminate the contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the network provider after network provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department and LCI specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department and LCI may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the contract. The Department and LCI's failure to demand performance of any provision of this contract shall not be deemed a waiver of such performance. The Department and LCI's waiver of any one breach of any provisions 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. The provisions herein do not limit the Department and LCI's right to remedies at law or in equity.

d. Failure to have performed any contractual obligations under any other contract with the Department and LCI in a manner satisfactory to the Department and LCI will be a sufficient cause for termination. To be terminated as a network provider under this provision, the network provider must have: (1) previously failed to satisfactorily perform in a contract with the Department and LCI, been notified by the Department and LCI of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department and LCI; or (2) had a contract terminated by the Department and LCI for cause. Termination shall be upon no less than twenty-four (24) hours notice in writing to the network provider.

#### **44. Renegotiations or Modifications**

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

#### **45. Transition Activities**

Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another network provider upon the expiration or earlier termination of this Contract, the network provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new network 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 Contract. The network provider shall be required to support an orderly transition to the next network provider no later than the expiration or earlier termination of this Contract and shall support the requirements for transition as specified in a Department and LCI approved Transition Plan, which shall be developed jointly with the new network provider in consultation with the Department and LCI.

#### **46. Dispute Resolution**

Any dispute concerning performance of the contract or payment hereunder shall be decided by LCI's contract manager, who shall reduce the decision to writing and provide a copy to the network provider. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the contract manager's decision, the network provider delivers to the contract manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution LCI and the network provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the network provider concerning this Contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the Attachment I or other attachment, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties' rights of termination under Section 30 hereof. All notices provided under this Section shall be in writing on paper, physically sent to the official contact person under Section 6 by U.S. Postal Service or any other delivery service that provides verification of delivery or by hand delivery.

#### **47. Non-Compete Clause**

Nothing in this Agreement shall prohibit Employee from: (i) being employed by or providing services to Florida's Department of Children and Families (the "Department"), any Lead Agency of the Department or a provider to any such lead agency; or (ii) competing for a service contract with the Department.

#### **48. Survival of Terms**

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

#### **49. Scrutinized Companies**

If this Contract is for an amount of \$1 Million or more, LCI may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or 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.