

LUTHERAN SERVICES FLORIDA STANDARD CONTRACT

THIS CONTRACT is entered into between Lutheran Services Florida, Inc., d/b/a LSF Health Systems (a Florida non-profit corporation), hereinafter referred to as the "Managing Entity" and _____ herein after referred to as the "Network Service Provider." The Managing Entity and Network Service Provider agree as follows:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1. Purpose and Contract Amount

The Managing Entity is engaging the Network Service Provider for the purpose of behavioral health services, as further described in Attachment II hereto, thereby providing a comprehensive array of Behavioral Health Services to individuals, including emergency, acute care, residential, outpatient, recovery support, consumer support and prevention services, and as further identified in this Contract, with payment as provided in **Section 3**, in an amount not to exceed \$_____ (Contract Amount).

1.2. Effective and End Date

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

1.3. Official Payee and Party Representatives

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

1.3.1. Network Service Provider: Official Payee Name: _____ Address: _____ City: _____ State: ____ Zip Code: _____ Phone: _____ Ext. _____ E-mail: _____ 1.3.3. Network Service Provider: Program Administrator & Primary Point of Contact Name: _____	1.3.2. Network Service Provider: Financial & Administrative Name: _____ Address: _____ City: _____ State: ____ Zip Code: _____ Phone: _____ Ext. _____ E-mail: _____ 1.3.4. Managing Entity: Network Manager & Primary Point of Contact: Name: _____
--	--

Address: _____	Address: _____
City: _____	City: _____
State: ____ Zip Code: _____	State: ____ Zip Code: _____
Phone: _____ Ext. _____	Phone: _____ Ext. _____
E-mail: _____	E-mail: _____

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

1.4. Notices

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

1.5. Contract Documents

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

1.6. Contract Composition

- 1.6.1.** This Contract is composed of the documents listed in this section. In the event of any conflict between the documents, the documents shall be interpreted in the following order of precedence:
 - 1.6.1.1. Exhibits A through F2;**
 - 1.6.1.2. Attachment I - II and other attachments, if any;**

1.6.1.3. Appendix A outlines all Templates and Incorporated Documents for program specific;

1.6.1.3.1. All Templates and Incorporated Documents, which can be found on the LSF Health Systems website: <https://www.lsfhealthsystems.org/contract-documents>;

1.6.1.4. Appendix B outlines all of the exemptions pertaining to this contract;

1.6.1.5. Appendix C outlines all special attachments, beyond Attachment II, pertaining to this contract;

1.6.1.6. Appendix D outlines all negotiated performance measure targets pertaining to this contract;

1.6.1.7. Any documents incorporated into this Contract by reference.

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

1.7. MyFloridaMarketPlace Transaction Fee

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

2. STATEMENT OF WORK

The Network Service Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Unless otherwise provided in the procurement document or governing law, the Managing Entity reserves the right to increase or decrease the volume of services and to add tasks incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under **Section 3** will be equitably adjusted by the Managing Entity to the extent it prescribes a fixed price payment method or does not provide a method of payment for added tasks.

2.1. Scope of Work

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

2.2. SECTION INTENTIONALLY LEFT BLANK

2.3. Deliverables

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

2.4. Performance Measures

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

3. PAYMENT, INVOICE AND RELATED TERMS

The Managing Entity pays for services performed by the Network Service Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed this Contract Amount, subject to the availability of funds and satisfactory performance of all terms by the Network Service Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Managing Entity per **3.1** and shall remain subject to subsequent audit or review to confirm Contract compliance. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other Contract or from any other source are not eligible for payment under this Contract.

3.1. Prompt Payment and Vendor Ombudsman

Per § 215.422, F.S., the Managing Entity has five business days to inspect and approve goods and services unless the bid specifications, purchase order, or this Contract elsewhere specifies otherwise. The Managing Entity determination of acceptable services shall be conclusive. The Managing Entity receipt of reports and other submissions by the Network Service Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. For any amount that is authorized for payment but is not available within 40 days, measured from the latter of the date a properly completed invoice is received by the Managing Entity or the goods or services are received, inspected, and approved (or within 35 days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in § 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar will not be paid unless the Network Service Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

3.2. Method of Payment

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

3.3. Invoices

- 3.3.1.** The Network Service Provider shall submit invoices for payment, including any permitted travel expenses in this Contract, in accordance with § 287.058(1)(a) – (b), F.S.
- 3.3.2.** The Managing Entity will not pay any invoice for payment received more than 30 days after this Contract ends or is terminated. Any payment due may be withheld until performance of services and a Contract ends or is terminated. Any payment due may be withheld until performance of services and all reports due from the Network Service

Provider and necessary adjustments thereto, have been approved by the Managing Entity. **Requirements for the Final Invoice are further described in Exhibit F.**

- a. The Network Service Provider shall submit service data 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 is permitted in this Contract, the Network Service Provider shall submit bills for any travel expenses in accordance with § 112.061, Fla. Stat., or at such lower rates as may be provided in this Contract. The Network Service Provider is required to submit monthly service data into the Managing Entity's data system no later than the eighth (8th) of each month following the month of when the services were rendered as identified and set forth in **Exhibit F**.
- b. In the event that the Managing Entity has funds remaining after paying the annual contract amount outlined in the current year's **Exhibit F1 – Funding Detail** and/or there are available funds in the Network, and the Network Service Provider has delivered additional units of service in accordance with the terms and conditions of this contract for which the Network Service Provider has not been paid, the Managing Entity may, in its sole discretion, pay the Network Service Provider for some or all of the additional units of service entered into the Managing Entity's data system by the Network Service Provider.

3.4. Financial Consequences

If the Network Service Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Managing Entity will apply, at a minimum, financial consequences under §§ 287.058(1)(h) and 215.971(1)(c), F.S., as well as those provided for in **6.1**. Other financial consequences directly related to the deliverables under this Contract are defined in **Attachment II, Deliverables**. The foregoing does not limit the Managing Entity's use of additional financial consequences, including refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per **6.2** and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined erroneous, is immediately due as an overpayment in accordance with **3.5**, to the extent of such error.

3.5. Overpayments and Offsets

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

3.6. Rural Opportunities

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

4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

4.1. Legal Compliance

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

- 4.1.1.6.1. The name of the issuing state agency and the applicable office or program;
- 4.1.1.6.2. Identifying name and number;
- 4.1.1.6.3. Starting and ending date;
- 4.1.1.6.4. Total dollar amount;
- 4.1.1.6.5. Purpose and the types of services provided; and
- 4.1.1.6.6. Name and contact information for the state agencies' Contract Manager.

4.2. Certifications and Attestations

- 4.2.1. **Common Carrier.** If the Network Service Provider is a common carrier or any of its subcontractors are a common carrier, the Provider and/or its subcontractors must complete an attestation (PUR 1808) as required by § 908.111, F.S. and Rule 60A-1.020, F.A.C. A violation of the attestation by the Network Service Provider or subcontractor shall be grounds for termination with cause. Extensions, amendments, and renewals are subject to the requirements of § 908.111, F.S.
- 4.2.2. **Foreign Countries of Concern Prohibition.** If the Network Service Provider has access to an individual's Personal Identifying Information as defined in Rule 60A-1.020, F.A.C, and § 501.171, F.S. the Network Service Provider and/or its subcontractors must complete an attestation (PUR 1355) as required by § 287.138, F.S. and Rule 60A-1.020, F.A.C. A violation by the Network Service Provider or subcontractor shall be grounds for consequences as provided in § 287.138, F.S. Extensions and renewals are subject to the requirements of § 287.138, F.S.
- 4.2.3. **Sudan, Iran, Cuba, Syria, and Israel Certifications.** Where applicable, in compliance with § 287.135(5), F.S., the Network Service Provider certifies the Network Service Provider is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and that it does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel.
- 4.2.4. **Certification Regarding Lobbying.** If this Contract contains Federal funding in excess of \$100,000, the Network Service Provider certifies clauses 4.2.4.1 – 4.2.4.3. If an Amendment to this Contract causes the Federal funding to exceed \$100,000, the Network Service Provider must, prior to amendment execution, complete the Certification Regarding Lobbying form, and return it to the Network Manager.
 - 4.2.4.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
 - 4.2.4.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 4.2.4.3.** The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.3. Use of Funds for Lobbying Prohibited

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

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

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

4.5. Coercion for Labor or Services Prohibited

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

4.6. Independent Contractor, Subcontracting, and Assignments.

- 4.6.1.** In performing its obligations under this Contract, the Network Service Provider is an independent Contractor and not an officer, employee, or agent of the Managing Entity or the State of Florida, except where the Network Service Provider is a State Agency. The Network Service Provider, its agents, employees, subcontractors or assignees shall not represent to others they are agents of or have the authority to bind by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees due to performing the duties or obligations of this Contract.
- 4.6.2.** The Managing Entity will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the Network Service Provider, or its subcontractor or assignee, unless specifically agreed to by the Managing Entity in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Network Service Provider, the Network Service Provider's officers, employees, agents, subcontractors, or assignees are the sole responsibility of the Network Service Provider and its subcontractors.

No joint employment is intended and regardless of any provision directing the manner of provision of services, the Network Service Provider and its subcontractors alone are responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

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

4.6.4. The State of Florida may assign, in whole or part, its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida or to a Network Service Provider of the Managing Entity's selection.

4.6.5. Additional Terms if Subcontracting is Permitted

4.6.5.1. The Network Service Provider cannot subcontract for any of the work contemplated under this Contract without the Managing Entity's prior written approval. The Network Service Provider shall take all actions necessary to ensure each subcontractor of the Network Service Provider is an independent Contractor and not an officer, employee, or agent of the Managing Entity or State of Florida.

4.6.5.2. The Network Service Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Network Service Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Network Service Provider further agrees that the Managing Entity and/or Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

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

4.7. Indemnity

4.7.1. This is the sole term covering indemnification. No other indemnification clause applies to this Contract. The Network Service Provider shall indemnify the Managing Entity and/or Department, where indemnification is not limited by law, as follows:

4.7.1.1. Personal Injury and Damage to Real or Tangible Personal Property. The Network Service Provider shall be fully liable, and fully indemnify, defend, and hold harmless the State, the Department, Managing Entity, and their officers, agents and employees, from any suits, actions, damages, attorneys' fees, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property allegedly caused in whole or in part by the Network Service Provider, provided however, the Network Service Provider need not indemnify, defend and hold harmless the State, Department, Managing Entity, for that portion of any loss or damages proximately caused by the negligent act or omission of the State, Department, Managing Entity, and their officers, agents, and employees. However, should conflict arise between the terms of this agreement and §§ 39.011, 394.9085, and 409.993, F.S., these statutory provisions control.

4.7.1.2. Intellectual Property Liability. The Network Service Provider shall fully indemnify, defend, and hold harmless the State, the Department, Managing Entity,

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

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

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

4.7.3. The indemnification requirement in **4.7.1** does not apply if the Network Service Provider is a governmental entity, prohibited by law, or constrained by lack of legal authority, from indemnifying the Managing Entity, the State, the Department, or other party. In such instances, the Network Service Provider remains liable for the Network Service Provider's own actions to the extent such liability exists in the absence of the legally impermissible indemnification.

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

4.8. Insurance.

- 4.8.1. Workers' Compensation Insurance (WCI).** To the extent and degree required by law, the Network Service Provider shall self-insure or maintain WCI covering its employees connected with the services provided hereby. The Network Service Provider shall require subcontractors provide WCI for its employees absent coverage by the Network Service Provider's WCI.
- 4.8.2. General Liability Insurance.** The Network Service Provider shall secure and maintain, and ensure subcontractors secure and maintain, Commercial General Liability Insurance, including bodily injury, property damage, personal and advertising injury, and products and completed operations. This insurance will provide coverage for all claims that may arise from the services completed under this Contract, whether such services are by the Network Service Provider or anyone employed by it. Such insurance shall include the State as an additional insured for the entire length of this Contract. The Network Service Provider shall set the limits of liability necessary to provide reasonable financial protections to the Network Service Provider, the Managing Entity, Department, and the State under this Contract. **Insurance coverage and limits are described in Exhibit A.**
- 4.8.3. Cyber/Network Security and Privacy Liability Insurance.** The Network Service Provider will, for itself if providing Cyber/Network solutions or handling confidential information, secure and maintain, and ensure any subcontractor providing Cyber/Network solutions or handling confidential information, secure and maintain liability insurance, written on an occurrence basis, covering civil, regulatory, and statutory damages; Contractual damages; data breach management exposure; and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information with minimum limits. The Network Service Provider shall set the limits of liability necessary to provide reasonable financial protections to the Network Service Provider, the Managing Entity, Department and the State under this Contract.
- 4.8.4. Authorized Insurers and Documentation.** All insurance policies will be with insurers authorized, and through insurance agents licensed, to transact business in the State, as required by chapter 624, F.S., or upon approval of the Managing Entity with a commercial self-insurance trust fund authorized under § 624.462, F.S. The Network Service Provider shall provide thirty (30) calendar days written notice of cancellation of any insurance required by **4.8** to the Managing Entity. The Network Service Provider shall submit certificates of insurance coverage, or other evidence of insurance coverage acceptable to the Managing Entity, prior to this Contract execution, and provide the Managing Entity 10 days prior Notice of any cancellation or nonrenewal.

4.9. Notice of Legal Actions.

The Network Service Provider shall Notice the Managing Entity within 10 days after becoming aware of potential legal upon notice of actual legal actions against the Network Service Provider related to services provided by this Contract, that may impact deliverables or the Managing Entity.

4.10. Intellectual Property

- 4.10.1.** Intellectual property rights to all property created or otherwise developed as part of this Contract by the Network Service Provider (either directly or through a subcontractor) for the Managing Entity and/or Department as a work made for hire will be owned by the State. The Network Service Provider's title to intellectual property not developed as a work

made for hire is unaffected. If software is being created as a work for hire the Network Service Provider shall deliver to the Managing Entity and/or Department at no additional cost the decompiled source code, data libraries, manuals, documentation, and any other data or material necessary for the software to function as intended and be replicated and modified. If software or other intellectual property is not a work for hire, but is developed through performance of services under this Contract, the State of Florida is granted a perpetual, non-exclusive, non-assignable, royalty-free license to use, copy and modify such intellectual property for state business by any of the State of Florida's departments, subdivisions, or agents.

- 4.10.2.** A thing capable of being trademarked developed in anticipation, or as a result, of this Contract will be trademarked by or on behalf of the Managing Entity and Department. Only after the Managing Entity and/or Department declines, by Notice, to hold such trademark, may the Network Service Provider trademark such a thing in its own name.
- 4.10.3.** Any website developed in anticipation, or as a result, of this Contract will be placed in a domain of the Managing Entity and/or Department's choice, copyrighted in the Managing Entity and/or Department's name. Only if the Managing Entity and/or Department declines, by Notice, such placement or copyright, may the Network Service Provider copyright such a thing in its own name.
- 4.10.4.** Any inventions or discoveries developed during or as a result of services performed under this Contract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the State. The Network Service Provider shall inform the Managing Entity and/or Department of any inventions or discoveries developed or made in connection with this Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State will be the sole owner of all patents resulting from any invention or discovery made in connection with this Contract.
- 4.10.5.** The Network Service Provider shall notify the Managing Entity of any intellectual property developed in connection with this Contract.
- 4.10.6.** If the Network Service Provider is a member of the State University System, the Managing Entity and/or Department's intellectual property rights under **4.10**, will be a fully paid up, perpetual, royalty-free license, including the ability to modify and access to resources unique to the Network Service Provider necessary to modify (for software, a decompiled version of the source code).

4.11. Transition Activities.

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

consultation with the Managing Entity. **Requirements for the Transition Plan are further described in Attachment II, Data Collection, Reporting, and Analysis.**

4.12. Publicity.

The Network Service Provider and its employees, agents, and representatives shall not, without prior written consent of the Managing Entity in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State agency or affiliate or any officer or employee of the State, or any State program or service, or represent, directly or indirectly, that any product or service provided by the Network Service 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 Service Provider's prospective customers.

4.13. Sponsorship.

As required by § 286.25, Fla. Stat., if the Network Service 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 Service Provider's name), LSF Health Systems, and State of Florida, Department of Children and Families." If the sponsorship reference is in written material, the words "LSF Health Systems, and State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

4.14. Employee Gifts.

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

4.15. Mandatory Reporting Requirements.

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

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

4.15.2. Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Department's Office of Inspector General and the Network Manager.

4.15.3. Other reportable incidents shall be reported to the Department's Office of Inspector General within two business days of discovery through the Internet at: <https://www.myflfamilies.com/about/additional-services-offices/office-inspector-general> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myflfamilies.com. The Network Service Provider and subcontractor shall mail or fax the completed forms to the Managing Entity and

4.16. Employment Screening.

- 4.16.1.** As described in CFOP 60-25, Chapter 2 (implementing § 110.1127, F.S.), as a condition of initial and continued employment, the Network Service Provider shall ensure all staff, whether employees or independent Contractors, are screened by the Department in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards in §§ 435.04, 110.1127, and 39.001(2), F.S., including:
- 4.16.1.1.** Employment history check;
 - 4.16.1.2.** Fingerprinting for all criminal record checks;
 - 4.16.1.3.** Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);
 - 4.16.1.4.** Federal criminal records checks from the Federal Bureau of Investigations via the FDLE; and
 - 4.16.1.5.** Security background investigation, which may include local criminal records checks through local law enforcement agencies.
 - 4.16.1.6.** Attestation by each employee, subject to penalty, to meeting the requirements for qualifying for employment pursuant to chapter 435, F.S., and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.
- 4.16.2.** The Network Service Provider shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Contract stating that all required staff have been screened or the Network Service Providers is awaiting the results of the screening.
- 4.16.3.** The Managing Entity requires the use of the Office of Inspector General's Request for Reference Check (Form CF 774), stating: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Managing Entity, Department of Children and Families (Department) or employed with a Contract or Subcontract Network Service Provider, a check with the Office of Inspector General (OIG) is required to determine if the individual is or has been the subject of an investigation with the OIG. The request will only be made on the individual that is being recommended to be hired for the position, if that individual has previously worked for the Managing Entity, Department or a Contract or Subcontract Network Service Provider, or if that individual is being promoted transferred, or demoted within the Managing Entity and/or Department Contract or Subcontract Network Service Provider."
- a.** Additional guidance regarding background screening is incorporated herein by reference and may be located at: <https://www.myflfamilies.com/services/background-screening>.
 - b.** Employment Eligibility Verification (E-Verify) requirements are identified and set for in Attachment I, Employment Eligibility Verification (E-Verify).

4.17. Human Subject Research.

Any human subject research within this Contract within the scope of 45 Code Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) § 289, et seq., and may not commence until review and approval by a duly constituted Institutional Review Board.

5. RECORDS, AUDITS AND DATA SECURITY

5.1. Records, Retention, Audits, Inspections and Investigations

- 5.1.1.** The Network Service 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 Managing Entity under this Contract. Upon demand, at no additional cost to the Managing Entity, the Network Service Provider shall facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in **5.1.2**. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Managing Entity.
- 5.1.2.** Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Network Service Provider during the term of this Contract and retained 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 under 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 Managing Entity and/or the Department.
- 5.1.3.** At all reasonable times for as long as records are maintained, persons duly authorized by the Managing Entity, the Department, and Federal auditors, pursuant to 2 CFR § 200.337, shall be allowed full access to and the right to examine any of the Network Service Provider's Contracts and related records and documents, regardless of the form.
- 5.1.4.** A financial and compliance audit shall be provided to the Managing Entity as specified in this Contract **and in Attachment I**.
- 5.1.5.** The Network Service Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§ 20.055, F.S.).
- 5.1.6.** The Network Service Provider shall not withhold any record or attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

5.2. The Network Service Provider's Confidential Information

- 5.2.1.** By executing this Contract, the Network Service Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Network Service Provider prior to execution hereof as "confidential" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to § 215.985, F.S. The Network Service Provider, upon written request of the Managing Entity and/or Department, shall promptly provide a written statement of the basis for the exemption applicable to each provision

identified by the Network Service Provider as “confidential”, including citation to a protection created by statute, and state with particularity the reasons the provision is confidential.

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

5.2.2.1. The Network Service Provider must clearly label any portion of the documents, data, or records submitted it considers confidential pursuant to Florida’s Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts authorizing exemption of the information from public disclosure. If different statutes or facts are claimed applicable to different portions of the information, the Network Service Provider shall include information correlating the nature of the claims to the particular information.

5.2.2.2. The Managing Entity, when required to comply with a public records request including documents submitted by the Network Service Provider, may require the Network Service Provider to expeditiously submit redacted copies of documents marked as trade secret, in accordance with **5.2.2.1**. Accompanying the submission shall be an updated version of the justification under **5.2.2.1**, corresponding specifically to redacted information, either confirming the statutory and factual basis originally asserted remains unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions claimed trade secret. If the Network Service Provider fails to promptly submit a redacted copy, the Managing Entity is authorized to produce the records sought without any redaction of trade secret information.

5.2.3. The Network Service Provider shall be responsible for defending its claims that every portion of the redactions of trade secret information are exempt from inspection and copying under Florida’s Public Records Law.

5.3. Health Insurance Portability and Accountability Act (HIPAA)

Should this Contract involve Network Service Provider access to protected health information (PHI) the Network Service Provider shall be a “Business Associate” limited to the following permissible uses and disclosures. Reference to a section in the HIPAA Rules means the section as in effect or as amended. The Network Service Provider shall assist the Managing Entity and/or Department in amending this Contract to maintain compliance with HIPAA Rules and any other applicable law requirements. Any ambiguity in **5.3** will be interpreted to permit compliance with the HIPAA Rules. Within the Department, the Human Resources Manager for Civil Rights has been designated the HIPAA Privacy Officer.

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

5.3.2. Specific Definitions for 5.3

- 5.3.2.1.** “Business Associate” has the same meaning as the term “business associate” at 45 CFR § 160.103.
- 5.3.2.2.** “Covered Entity” has the same meaning as the term “covered entity” at 45 CFR 160.103, and for purposes of this Contract includes the Managing Entity and/or Department.
- 5.3.2.3.** HIPAA Rules” will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.
- 5.3.2.4.** “Subcontractor” has the same meaning as the term “Subcontractor” at 45 CFR § 160.103 and includes individuals to whom a Business Associate delegates a function, activity, or service, other than as a member of the workforce of such Business Associate.

5.3.3. Obligations and Activities of the Network Service Provider

The Network Service Provider shall:

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

- 5.3.3.7.** Provide additional information requested by the Managing Entity and/or the Department for investigation of or response to a breach;
- 5.3.3.8.** Provide at no cost: Notice to affected parties within 30 days of determination of any potential breach of personal or confidential data of the Managing Entity and/or Department (§ 501.171, F.S.); implementation of the Managing Entity and/or Department's prescribed measures to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data of the Department; and, immediate actions limiting or avoiding recurrence of any breach or potential breach and any actions required by applicable federal and state laws and regulations regardless of the Managing Entity and/or Department's actions.
- 5.3.3.9.** In accord with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), as applicable, ensure all entities creating, receiving, maintaining, or transmitting PHI on the Network Service Provider's behalf are bound to the same restrictions, conditions, and requirements as the Network Service Provider by written Contract or other written agreement meeting the applicable requirements of 45 CFR § 164.504(e)(2) that the entity will appropriately safeguard the PHI. For prior Contracts or other arrangements, the Network Service Provider shall provide written certification its implementation complies with 45 CFR § 164.532(d);
- 5.3.3.10.** Make PHI available in a designated record set to the Managing Entity and/or Department as necessary to satisfy the Managing Entity's and/or Department's 45 CFR § 164.524 obligations;
- 5.3.3.11.** Make any amendment to PHI in a designated record set as directed or agreed to by the Managing Entity and/or Department per 45 CFR § 164.526, or take other measures as necessary to satisfy the Managing Entity's and/or Department's 45 CFR § 164.526 obligations;
- 5.3.3.12.** Maintain and make available the information required to provide an accounting of disclosures to a covered entity as needed to satisfy the Managing Entity's and/or Department's 45 CFR § 164.528 obligations;
- 5.3.3.13.** To the extent the Network Service Provider carries any obligation under 45 CFR Subpart E, comply with the requirements of Subpart E that apply to the Managing Entity in the performance of that obligation; and
- 5.3.3.14.** Make internal practices, books, and records available to HHS for determining HIPAA rule compliance.

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

- 5.3.4.1.** To perform obligations under **5.3**;
- 5.3.4.2.** For archival purposes;
- 5.3.4.3.** If necessary, for (a) proper management and administration or (b) to carry out legal responsibilities;
- 5.3.4.4.** To disclose only if the disclosure is required by law; or (a) reasonable assurances are obtained from the disclose that PHI will be held confidentially and used or

further disclosed only as required by law or for the purpose for which it was disclosed, and (b) the disclose agrees to notify the Network Service Provider of any instances in which the confidentiality and security of PHI has been breached;

5.3.4.5. To aggregate with PHI of other covered entities in its possession through its capacity as a Business Associate of such covered entities only to provide Managing Entity data analyses relating to Managing Entity health care operations (as defined in 45 C.F.R. § 164.501);

5.3.4.6. To conform with 45 CFR § 164.514(b) in de-identifying PHI; or

5.3.4.7. To follow marketing, fundraising and research guidance in 45 CFR § 164.501, 45 CFR § 164.508, and 45 CFR § 164.514.

5.3.5. Managing Entity and/or Department Notifications Affecting Network Service Provider Disclosure of PHI

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

5.3.6. Termination Regarding PHI

5.3.6.1. Termination for Cause. Upon the Managing Entity's knowledge of a material breach of the Network Service Provider's duties under 5.3, the Managing Entity may: (a) Provide the Network Service Provider opportunity to cure the breach within the Managing Entity and/or Department's specified timeframe; (b) Immediately terminate Contract or discontinue access to PHI; or (c) If termination or cure are not feasible, the Managing Entity will report the breach to the Secretary of HHS.

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

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

a. Training Requirements

i. The Network Service Provider shall provide the latest Departmental DCF HIPAA Basics Training to all persons prior to granting access to the Managing Entity and/or Department's information systems or any client or other confidential information.

5.4. Information Security

The Network Service Provider shall comply, and be responsible for ensuring subcontractor compliance as if they were the Network Service Provider, with the following information security requirements whenever the Network Service Provider or its subcontractors have access to Managing Entity and/or Department information systems or maintain any client or other confidential information in electronic form:

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

5.5. Public Records

- 5.5.1. The Network Service Provider shall allow public access to all documents, papers, letters, or other public records as defined in § 119.011(12), F.S., made or received by the Network Service Provider in conjunction with this Contract except that public records which are made

confidential by law must be protected from disclosure. Should the Network Service Provider's fail to comply with this provision the Managing Entity may unilaterally terminate the Contract.

5.5.2. As required be § 119.0701., F.S., to the extent the Network Service Provider is acting on behalf of the Managing Entity the Network Service Provider shall:

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

5.5.2.2. Upon request from the Managing Entity's custodian of public records, provide to the Managing Entity a copy of requested records or allow the records inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.

5.5.2.3. Ensure public records exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law during this Contract term and following completion of this Contract if the Network Service Provider does not transfer the records to the Managing Entity.

5.5.2.4. Upon completion of this Contract, transfer, at no cost, to the Managing Entity all public records in possession of the Network Service Provider or keep and maintain public records required by the Managing Entity to perform the service. If the Network Service Provider transfers all public records to the Managing Entity upon completion of this Contract, the Network Service Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Network Service Provider keeps and maintains public records upon completion of this Contract, the Network Service Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Managing Entity, upon request from the Managing Entity's custodian of public records, in a format compatible with the information technology systems of the Managing Entity.

5.5.3. IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT DCFCustodian@MYFLFAMILIES.COM, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 2415 NORTH MONROE STREET, TALLAHASSEE, FL 32303.

6. INSPECTIONS, PENALTIES, AND TERMINATION

6.1. Financial Penalties for Failure to Take Corrective Action.

6.1.1. In accordance with the provisions of § 402.73(1), F.S., and Rule 65-29.001, F.A.C., should the Managing Entity require a corrective action to address noncompliance under this Contract, incremental penalties listed in **6.1.2** through **6.1.3** shall be imposed for the Network Service Provider's failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the Managing Entity to complete corrective action, but shall not exceed 10% of the total Contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties

do not limit or restrict the Managing Entity's application of any other remedy available to it under law or this Contract.

6.1.2. The increments of penalty imposition that shall apply, unless the Managing Entity determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan, in accordance with the following standards.

6.1.2.1. Noncompliance that is determined by the Managing Entity to have a direct effect on client health and safety shall result in the imposition of a 10% penalty of the total Contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

6.1.2.2. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a 5% penalty.

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

6.1.3. The deadline for payment shall be as stated in the Managing Entity order imposing financial penalties. Financial penalties will be deducted from the Network Service Provider invoice in the month following imposition.

6.2. Termination

6.2.1. The Managing Entity may terminate this Contract without cause upon no less than 30 days' Notice in writing to the Network Service Provider unless another time is mutually agreed upon in writing.

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

6.2.3. In the event funds for payment pursuant to this Contract becomes unavailable, the Managing Entity may terminate this Contract upon no less than 24 hours' Notice in writing to the Network Service Provider. The Managing Entity is the final authority as to the availability and adequacy of funds.

6.2.4. In the event the Network Service Provider fails to fully comply with the terms and conditions of this Contract, the Managing Entity may terminate the Contract upon no less than 24 hours' Notice to the Provider, excluding Saturday, Sunday, and Holidays. Such Notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, Notice of termination will be issued after the Network Service Provider's failure to fully cure such noncompliance within the time specified in a Notice of noncompliance issued by the Managing Entity and/or Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. The Managing Entity's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Managing Entity's waiver of any one breach of any provision of this Contract is a waiver of any other breach

and neither event is a modification of the terms and conditions of this Contract. **6.2** does not limit the Managing Entity's right to legal or equitable remedies.

6.2.5. Failure to have performed any Contractual obligations under any other Contract with the Managing Entity in a manner satisfactory to the Managing Entity shall be sufficient cause for termination. Termination shall be upon no less than 24 hours' Notice to the Network Service Provider and only if the Network Service Provider:

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

6.2.5.2. Had any other Contract terminated by the Managing Entity for cause.

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

6.2.7. If this Contract is for an amount of \$1 million or more, the Managing Entity may terminate this Contract at any time the Network Service Provider is found to have falsely certified under § 287.135, F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this Contract, the Managing Entity may terminate this Contract at any time the Network Service Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

7. OTHER TERMS

7.1. Governing Law and Venue

This Contract is executed and entered into in the State of Florida, 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 Contract and venue shall be in Leon County, Florida. Unless otherwise provided in other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts.

7.2. No Other Terms

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. This Contract does not include any resulting invoice, website, "click through", online, or other agreement absent specific reference in this Contract and then only the version extant the date of the first Contract signature.

7.3. Interpretation, Severability of Terms

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

7.4. Survival of Terms

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

7.5. Modifications

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

7.6. Anticompetitive Agreements

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

7.7. SECTION INTENTIONALLY LEFT BLANK

7.8. Unauthorized Aliens.

7.8.1. Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Managing Entity for violation of § 274A of the Immigration and Nationality Act. The Network Service Provider and its subcontractors will enroll in and use the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employees assigned to the Contract means all persons employed or assigned (including subcontractors) by the Network Service Provider or a subcontractor during the Contract term to perform work pursuant to this Contract within the United States and its territories.

7.8.2. The Network Service Provider represents and warrants that no part of the funding under this Contract will be used in violation of any federal or state law, including, but not limited to, 8 U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating federal or state law. The Managing Entity may terminate this Contract at any time if the Network Service Provider violates, or aids or abets another in violating, any state or federal law.

7.9. Public Entity Crime and Discriminatory Contractors

Pursuant to §§ 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a Contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a Contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity; and may not transact business with any public entity; provided, however, the prohibition on persons or affiliates placed on the convicted vendor list is limited to business in excess of the threshold amount provided in § 287.017, F.S., for CATEGORY TWO for 36 months from the date of being placed on the convicted vendor list.

7.10. PRIDE

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

7.11. Continuing Oversight Teams

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

7.12. Major Disasters and Emergencies

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

7.13. Executive Compensation Reporting

7.13.1. Annually on or before May 1 Network Service Provider shall complete and return the Executive Compensation Annual Report (Form PCMT-08), located at: <https://www.myflfamilies.com/generalinformation/Contracted-client-services/library>

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

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

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

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

7.14. Federal Whistleblower Requirements

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

7.15. Post-Award Notice Dissemination

If the Network Service Provider receives federal or state financial assistance, the Network Service Provider will receive a Post-Award Notice (PAN) from the Managing Entity, which will contain information required to meet the Managing Entity's obligations in accordance with 2 CFR Part 200, § 215.97 F.S., and Rule 69I-5, F.A.C. Network Service Providers with subrecipients receiving federal or state financial assistance are required to derive from the PAN information required by the regulations cited in this clause, and properly disseminate to subrecipients of federal and state financial assistance funds. This requirement follows federal and state financial assistance to subrecipients at every tier.

7.16. Recycled Products

The Network Service 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 § 403.7065, F.S.

8. FEDERAL FUNDS APPLICABILITY

8.1. Federal Law

- 8.1.1.** The Network Service Provider shall comply with Federal law and regulations including, 2 CFR, Part 200, and other applicable regulations.
- 8.1.2.** If this Contract contains \$10,000 or more of Federal Funds, the Network Service Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in 41 CFR, Part 60 if applicable.
- 8.1.3.** If this Contract contains over \$150,000 of Federal Funds, the Network Service Provider shall comply with all applicable standards, orders, or regulations issued under § 306 of the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), § 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Network Service Provider shall report any violations of the above to the Managing Entity.
- 8.1.4.** If this Contract contains federal funds and provides services to children up to age 18, the Network Service Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. § 6081 et seq). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.
- 8.1.5.** If the Network Service Provider is a federal subrecipient or pass-through entity, then the Network Service Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A Contract award (see 2 CFR §180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 8.1.6.** If the Network Service Provider is a federal subrecipient or pass through entity, the Network Service Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine whether or not its subcontract are being awarded to a "Contractor" or a "subrecipient," as those terms are defined in 2 CFR, Part 200. If a Network Service

Provider's subcontractor is determined to be a subrecipient, the Network Service Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

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

9. CLIENT SERVICES APPLICABILITY

9.1. Client Risk Prevention.

If services to clients are to be provided under this Contract, the Network Service Provider and any Subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in Department of Children and Families Operating Procedure (CFOP) 215-6 in the manner prescribed in CFOP 215-6 as identified and set forth in **Attachment II, Incident Reporting**. The Network Service Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number 1-800-96ABUSE (1-800-962-2873). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Network Service Provider and its employees.

9.2. Emergency Preparedness Plan

If the tasks to be performed pursuant to this Contract include the physical care or supervision of clients, the Network Service Provider shall, within 30 days of the execution of this Contract, submit to the Network 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 shall allow the Network Service Provider to continue functioning in compliance with the executed Contract in the event of an actual emergency. For disaster planning, the term "supervision" includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home or be placed in a licensed foster care setting. No later than twelve (12) months following the Managing Entity's original acceptance of a plan and every twelve (12) months thereafter, the Network Service Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary. The Managing Entity agrees to respond in writing within 30 days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Managing Entity may exercise oversight authority over such Network Service Provider in order to assure implementation of agreed emergency relief provisions.

9.3. Confidential Client and Other Information

The Network Service Provider shall maintain the confidentiality of all confidential data, files, and records related to deliverables and comply with all state and federal laws, including, §§ 471(a)(8) of the Social Security Act, 106(b)(2)(B) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. § 2020(e)(8), 42 U.S.C. § 602, 2 CFR § 200.303, 2 CFR § 200.337, 7 CFR § 272.1(c), 42 CFR §§ 2.1-2.3, 42 CFR §§ 431.300-306, and 45 CFR § 205. Summaries of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual.

10. PROPERTY

- 10.1.** The following only applies to this Contract if funded by state financial assistance.
- 10.2.** The word "property" in this section means equipment, fixtures, and other property of a nonconsumable and nonexpendable nature, the original acquisition cost or estimated fair market value of which is \$5,000 or more and the normal expected life of which is one year or more. This definition also includes hardback-covered bound books circulated to students or the general public, the original acquisition cost or estimated fair market value of which is \$25 or more, hardback-covered bound books, the cost or value of which is \$250 or more, and all computers. Each item of property which it is practicable to identify by marking will be marked in the manner required by the Auditor General. Each custodian will maintain an adequate record of property in his or her custody, which record will contain such information as will be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian will take an inventory of property in his or her custody. The inventory will be compared with the property record, and all discrepancies will be traced and reconciled. All publicly supported libraries will be exempt from marking hardback-covered bound books, as required by this section. The catalog and inventory control records maintained by each publicly supported library is the property record of hardback-covered bound books with a value or cost of \$25 or more included in each publicly supported library collection and is a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing will be traced and reconciled, and the library inventory shall be adjusted accordingly.
- 10.3.** If any property is purchased by the Network Service Provider with funds provided by this Contract, the Network Service Provider will inventory all nonexpendable property including all computers. A copy of the inventory will be submitted to the Managing Entity along with the expenditure report for the period in which it was purchased. At least annually the Network Service Provider will submit a complete inventory of all such property to the Managing Entity whether new purchases have been made or not.
- 10.4.** The inventory will include: the identification number; year and/or model, a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the Vehicle Identification Number (VIN) and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost.
- 10.5.** The Network Manager must provide disposition instructions to the Network Service Provider prior to the End Date. The Network Service Provider cannot dispose of any property reverting to the Department without the Network Manager's approval. The Network Service Provider will furnish a closeout inventory no later than 30 days before the completion or termination of this Contract. The closeout inventory will include all nonexpendable property including all computers purchased by the Network Service Provider. The closeout inventory will contain the same information required by the annual inventory.
- 10.6.** The Network Service Provider hereby agrees all inventories required by this Contract will be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value will be agreed upon by both the Network Service Provider and the Managing Entity and will be used in place of the original acquisition cost.
- 10.7.** Title (ownership) to and possession of all property purchased by the Network Service Provider pursuant to this Contract vests in the Managing Entity upon completion or termination of this

Contract. During the term of this Contract, the Network Service Provider is responsible for insuring all property purchased by or transferred to the Network Service Provider is in good working order. The Network Service Provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Network Service Provider is responsible for repaying to the Managing Entity, the replacement cost of any property inventoried and not transferred to the Department upon completion or termination of this Contract. When property transfers from the Network Service Provider to the Managing Entity, the Network Service Provider is responsible for paying for the title transfer.

- 10.8.** If the Network Service Provider replaces or disposes of property purchased by the Network Service Provider pursuant to this Contract, the Network Service Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Network Service Provider's annual inventory.
- 10.9.** The Network Service Provider will indemnify the Managing Entity against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the Provider pursuant to this Contract.
- 10.10.** An amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

11. AMENDMENT IMPACT

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

Managing Entity Contract with The Department. The Contract between the Managing Entity, LSF Health Systems, and The Department is incorporated herein by reference. The Contract is available on the Department's website:
<https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=600000&ContractId=EHME2>.

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

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

NETWORK SERVICE PROVIDER:

Signature: _____

Print/Type:

Name: _____

Title: _____

Date: _____

MANAGING ENTITY:

Lutheran Services Florida, Inc. d/b/a LSF Health Systems

Signature: _____

Print/Type:

Name: Dr. Christine Cauffield

Title: CEO

Date: _____

Federal Tax ID# (or SNN): _____

Provider Fiscal Year Ending Date: _____