CFDA No. 93.556

Client ☑ Non-Client ☐

Multi-District ☐

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
STANDARD CONTRACT

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "department," and Leon County, Florida

_____ hereinafter referred to as the "provider."

I. THE PROVIDER AGREES:

A. Contract Document

To provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document.

B. Requirements of Section 287.058 F.S.

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

C. Governing Law

1. State of Florida Law

That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of laws.

2. Federal Law

a. That if this contract contains federal funds the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations.

b. That if this contract contains federal funds and is over $100,000, the provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. 7401 et seq.), section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738 as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The provider shall report any violations of the above to the department.

c. That no federal funds received in connection with this contract may be used by the provider, or agent acting for the provider, to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of $100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment N/A. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract.

d. That unauthorized aliens shall not be employed. The department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by the department.

e. That if this contract contains $10,000 or more of federal funds, the provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

f. That if this contract contains federal funds and provides services to children up to age 18, the provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all subcontracts.

D. Audits, Inspections, Investigations, Records and Retention

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the department under this contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be

retained until resolution of the audit findings or any litigation which may be based on the terms of this contract, at no additional cost to the department.

3. Upon demand, at no additional cost to the department, the provider will facilitate the duplication and transfer of any records or documents during the required retention period in Subsection I, Paragraph D.2.

4. To assure that these records shall be subject at all reasonable times to Inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the department.

5. At all reasonable times for as long as records are maintained, persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Section 92.36(i) (10), shall be allowed full access to and the right to examine any of the provider's contracts and related records and documents, regardless of the form in which kept.

6. To provide a financial and compliance audit to the department as specified in this contract and in Attachment II and to ensure that all related party transactions are disclosed to the auditor.

7. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of The Inspector General (Section 20.055, Florida Statutes).

8. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

E. Monitoring by the Department

To permit persons duly authorized by the department to inspect and copy any records, papers, documents, facilities, goods and services of the provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the provider to assure the department of the satisfactory performance of the terms and conditions of this contract. Following such review, the department will deliver to the provider a written report of its findings and request for development, by the provider of a corrective action plan where appropriate. The provider hereby agrees to timely correct all deficiencies identified in the corrective action plan.

F. Indemnification

NOTE: Except to the extent permitted by s.768.28 , F.S., or other applicable Florida Law, paragraphs I.F.1. and 2. are not applicable to contracts executed between state agencies or subdivisions, as defined in subsection 768.28(2), F.S.

1. To be liable for and indemnify, defend, and hold the department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof.

2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the provider's duty to defend and to indemnify within seven (7) days after notice by the department by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider from these duties. The provider shall not be liable for the sole negligent acts of the department.

G. Insurance

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in this contract.

H. Confidentiality of Client Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations (except with the written consent of a person legally authorized to give that consent or when authorized by law).

I. Assignments and Subcontracts

1. To neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the department shall be null and void.

2. To be responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The provider further agrees that the department shall not be liable to the subcontractor in any way or for any reason. The provider, at its expense, will defend the department against such claims.

3. To make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the provider

and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the provider and paid to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

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

J. Return of Funds

To return to the department any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that an overpayment has been made, the provider shall repay said overpayment immediately without prior notification from the department. In the event that the department first discovers an overpayment has been made, the contract manager, on behalf of the department, will notify the provider by letter of such findings. Should repayment not be made forthwith, the provider will be charged at the lawful rate of interest on the outstanding balance after department notification or provider discovery.

K. Client Risk Prevention and Incident Reporting

1. That if services to clients are to be provided under this contract, the provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or district operating procedures.

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

L. Purchasing

1. To purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. **This clause is not applicable to subcontractors unless otherwise required by law.** An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (850) 487-3774.

2. To procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, F.S.

M. Civil Rights Requirements

1. Not to discriminate against any employee in the performance of this contract or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. The provider further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of age, race, religion, color, disability, national origin, marital status or sex. This is binding upon the provider employing fifteen (15) or more individuals.

2. To complete the Civil Rights Compliance Questionnaire, CF Forms 946 A and B, in accordance with CFOP 60-16. This is binding upon providers that have fifteen (15) or more employees.

N. Independent Capacity of the Contractor

1. To act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the provider is a state agency. Neither the provider nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the department unless specifically authorized in writing to do so.

2. This contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.

3. To take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

4. The department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the provider, or its subcontractor or assignee, unless specifically agreed to by the department in this contract.

5. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the provider.

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

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

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

R. Use of Funds for Lobbying Prohibited
To comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime
Pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids 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 in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

T. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.
3. The provider, if not a state agency, shall indemnify and save the department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the provider in the performance of this contract.
4. The department will provide prompt written notification of any claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the department, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.

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

04/10/03

V. Information Security Obligations

1. To identify an appropriately skilled individual to function as its Data Security Officer who shall act as the liaison to the department's Security Staff and who will maintain an appropriate level of data security for the information the provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all provider employees that request system or information access and ensuring that user access has been removed from all terminated provider employees.
2. To hold the department harmless from any loss or damage incurred by the department as a result of information technology used, provided or accessed by the provider.
3. To furnish Security Awareness Training to its staff.
4. To ensure that all provider employees who have access to departmental information are provided a copy of CFOP 50-6 and that they sign the DCF Security Agreement form (CF 114), a copy of which may be obtained from the contract manager.

W. Accreditation

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

X. Agency for Workforce Innovation and Workforce Florida

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

Y. Health Insurance Portability and Accountability Act

Where applicable, to comply with the Health Insurance Portability and Accountability Act (42 U. S. Section 210 et seq) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

Z. Emergency Preparedness

If the tasks to be performed pursuant to this contract include the physical care and control of clients, the provider shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the provider to continue functioning in compliance with the executed contract in the event of an actual emergency. The department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the department may exercise oversight authority over such provider in order to assure implementation of agreed emergency relief provisions.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted services according to the terms and conditions of this contract in an amount not to exceed $ 40,000.00, subject to the availability of funds. 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.

B. Contract Payment

Pursuant to section 215.422, F.S., the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Comptroller pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the provider requests payment.

C. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in subsection 215.422 (7), F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or 1-800-848-3792, the State of Florida Comptroller's Hotline.

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

III. THE PROVIDER AND DEPARTMENT MUTUALLY AGREE:

A. Effective and Ending Dates
This contract shall begin on July 1, 2003, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Tallahassee, Florida, on June 30, 2004.

B. Financial Penalties for Failures to Comply with Requirement for Corrective Action.
1. In accordance with the provisions of Section 402.73(7), Florida Statutes, and Section 65-29.001, Florida Administrative Code, corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.
2. The increments of penalty imposition that shall apply, unless the department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
3. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.
4. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the department may deduct the amount of the penalty from invoices submitted by the provider.

C. Termination
1. This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the provider responsible for administration of the program.
2. In the event funds for payment pursuant to this contract become unavailable, the department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed.
3. This contract may be terminated for the provider's non-performance upon no less than twenty-four (24) hours notice in writing to the provider. If applicable, the department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.
4. Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

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

E. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

1. The provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:
Leon County, Leon County Courthouse
Mark Becker, Director of Mediation Services
301 South Monroe Street, Room 315
Tallahassee, Florida 32301

2. The name of the contact person and street address where financial and administrative records are maintained is:
Dennis Pelletier, Senior Deputy Court Administrator
Leon County, Leon County Courthouse
301 South Monroe Street, Room 315
Tallahassee, Florida 32301

3. The name, address, and telephone number of the contract manager for the department for this contract is:
Don Lawler
Department of Children and Families
2639 North Monroe Street 100-A
Tallahassee, Florida 32399-2949
(850) 487-2297

4. The name, address, and telephone number of the representative of the provider responsible for administration of the program under this contract is:
Leon County, Leon County Courthouse
Mark Becker, Director of Mediation Services
301 South Monroe Street, Room 315
Tallahassee, Florida 32301 (850) 577-4433

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

F. All Terms and Conditions Included

This contract and its attachments, Attachments I and II, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. 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. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.F. above.

IN WITNESS THEREOF, the parties hereto have caused this 26 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER:
Leon County, Florida

SIGNED BY: Tony Grippa

NAME: Tony Grippa

TITLE: Chairperson

DATE: 5/30/03

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

SIGNED BY: Robert B. Williams

NAME: Robert B. Williams

TITLE: District Administrator

DATE: 6/9/03

STATE AGENCY 29 DIGIT FLAIR CODE: N/A

Federal EID # (or SSN): VF596000709012

Provider Fiscal Year Ending Date: 09/30

Additional Signature Page

Signed By:
Name: Herbert W. A. Thiel, Esq.
Title: Leon County Attorney
Date: 5/29/03

Signed By:
Name: Bob Inzer
Title: Clerk of the Court, Leon County Florida
Date: 6/5/03

ATTACHMENT I

A. Services to be Provided

1. Definition of Terms

a. Contract Terms

(1) Amendment - A document by which substantial changes are made to the terms of an executed contract. (Changes requiring an amendment include, but are not limited to, adjustments in costs, services, time period, and methods of payment. The amendment is incorporated as part of the original contract.)

(2) Contract – An agreement between the Department and an individual or organization for the procurement of services. (A formal contract consists of the Standard Contract, Program Specific Model Attachment I or Attachment I, plus all attachments or exhibits.)

(3) Contract Manager – Either a Department or Provider employee designated by the contract signer to be responsible for the success of the contract. (The contract manager enforces performance of the contract terms and conditions and often serves as a liaison between the Department and the Provider.)

(4) District - The Florida Department of Children & Families' territorial division pertains to a geographical service area.

(5) Exhibit – A document or material object added to the Program Specific Model Attachment I, or any other district specific attachment I.

(6) Fiscal Year – An accounting period of twelve (12) months; July 1st through June 30th.

(7) Fixed Price – A payment method used when services can be broken down into unit costs (e.g., hours, client days), or a fixed fee (e.g., payment based on delivery of a complete service).

(8) Invoice - A standardized form used by the Provider to request payment from the Department.

(9) Match - A contribution, in cash or in kind, specified by the funding source to be used in conjunction with the donation of the funding source, and upon which receipt of that donation is contingent.

(10) Method of Payment – A payment specification includes the maximum dollar amount of the contract, the manner in which contract costs will be displayed on invoices, the frequency with which invoices will be submitted to the Department, and any special conditions pertaining to payment of contract invoices.

(11) Provider - An individual or organization contracted to provide services or materials to the Department, in accordance with the terms specified in the contract.

(12) Subcontract - Assignment of the responsibility of the provision of the services in a contract to another agency. This is done through a formal written agreement between the Provider and the agency. Prior to the signing and execution of a subcontract, it must be reviewed and have prior written approval obtained from the Department.

b. Program or Service Specific Terms

(1) Decline To Mediate Decisions – The mediator based on preliminary research and preparation mediation services may decide not to mediate a case because mediation services are not in the best interest of the client.

(2) Juvenile Dependency Mediation - A process whereby a neutral third person called a mediator acts to encourage and facilitate the resolution of a dispute between two (2)or more parties. It is an informal and non-adversarial process with the objective of helping the disputing parties reach a mutually acceptable and voluntary agreement. In mediation, decision-making authority rests with the parties. The role of the mediator includes, but is not limited to, assisting the parties in identifying issues, fostering joint problem solving, and exploring settlement alternatives.

(3) Second Judicial Circuit – The Second Judicial Circuit provides services for this contract in its various county courthouses and other facilities. The Second Judicial Circuit consists of Franklin, Gadsden, Jefferson, Leon, Liberty, and Wakulla Counties.

2. General Description

a. General Statement: Juvenile Dependency Mediation is a process whereby a neutral third person called a mediator acts to encourage and facilitate the resolution of a dispute between two or more parties. The role of the mediator includes. but is not limited to, assisting the parties in identifying issues, fostering joint problem solving and exploring settlement alternatives. The Leon County Court Administrators Office is the director and administrator for the Juvenile Dependency Mediation Program for the Second Judicial Circuit of Florida.

Juvenile dependency mediation is used at dependency adjudication and case plan approval, visitation arrangements or termination of parental rights, and benefits the family, the children and the public. Mediation is believed to be valuable to the public by potentially reducing the amount of time, expense and resources expended by all parties when resolving dependency disputes. Mediation allows the family members a forum for parental participation and involvement in decision making affecting their children.

This process encourages less conflict in case resolution and ultimately less conflict in the family unit. Reduction of conflict in the family unit can serve to prevent future abuse or neglect and reduce the length of time a child spends in out-of-home placement. Services will be provided to the departments' Leon County Family Safety and Preservation Program dependent children and their families. The need for juvenile dependency mediation services shall be determined jointly by the court and the department.

The major goal of this program is that children will grow up in permanent families free from abuse and neglect. It is believed that mediation services reduces the amount of time and resources expended by the department, court, families, social workers, attorneys, and the Guardian ad Litem Program in resolving disputes. The mediation program serves families, by court order, who have a dependency petition filed in which the department is a party in the dependency action. This service is provided to families who have a dependency petition filed in the Second Judicial Circuit and the department is a party to the dependency action.

The Juvenile Dependency Mediation Program employs mediators who are specially trained in dependency mediation and who meet the mediator education and training requirements and standards set by the Florida Supreme Court in the Florida Rules for Certified and Court Appointed Mediators. The dependency mediation program operates out of the Court

Administrator's Office and all services are provided at the Leon County Courthouse or in out-lying county courthouses.

b. Authority. Chapter 39 F.S., Proceedings Relating To Juveniles;
Chapter 435 F.S., Employment Screening;
Chapter 287 F.S., Procurement Of Personal Property And Services;
Section 402.73 F.S., and
Florida Rules for Certified and Court Appointed Mediators.

c. Scope of Service: Services will be provided to the Departments' Family Safety Program's dependent children and their families. The need for juvenile dependency mediation services shall be determined jointly by the court and the Department.

d. Major Program Goals: The major program goal is that children will grow up in permanent families free from abuse and neglect. Mediation services reduce the amount of time and resources expended by the Department, court, families, attorneys and the Guardian Ad Litem program in resolving disputes.

3. Clients to be Served

a. General Description: By court order, the mediation program will serve families who have a dependency petition filed and the Department is a party to the dependency action.

b. Client Eligibility: This service is only available to families who have a dependency petition filed in the Second Judicial Circuit (Franklin, Gadsden, Jefferson, Leon, Liberty, and Wakulla Counties) and the Department is a party to the dependency action.

c. Client Determination: Families selected for juvenile dependency mediation services shall be consumers of the Department's Family Safety Program, and court ordered by the Second Judicial Circuit to participate in the mediation program. These families shall have a dependency petition filed and the Department shall be a party to the dependency action. The dependency action shall be for termination of parental rights, case plan approval, visitation arrangements or dependency adjudication.

d. Contract Limits: 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.

B. Manner of Service Provision

1. Service Tasks

a. Task List

(1) The Court Administrator's Office will be the fiscal agent and be responsible for the fiscal management of the contract. The Court Administrator's Office of the Second Judicial Circuit is the director and administrator for the Provider.

(2) The Court Administrator's Office of the Second Judicial Circuit shall:

(a) Implement the Juvenile Dependency Mediation Program.

(b) Subcontract to conduct mediation sessions as court ordered.

(c) Prepare and submit a signed Mediation Agreement to the when full or partial settlement is reached, with a copy filed in the family file.

(d) For an impasse, continuance or a no show, a written Summary Report shall be completed and submitted to the court, with a copy filed in the family file.

(e) Employment screening: All Provider staff and subcontractors shall have level II employment screening completed in accordance with the requirements of Chapter 435 F.S.

(f) Provide required Reports.

(g) Provide required documentation.

(h) Schedule the Mediation sessions.

b. Task Limits

(1) A court order shall be issued for mediation services in the Second Judicial Circuit prior to the implementation of services for all families served.

(2) Neither the Provider, administrator, nor subcontractor shall permit any publicity involving Department clients for any purpose in the form of identifiable pictures or use of proper name without the prior written permission of the Department.

2. **Staffing Requirements**

a. Staffing Levels: The Provider shall determine staffing levels.

b. Professional Qualifications: The Juvenile Dependency Mediation Program shall employ mediators who are specially trained in dependency mediation and who meet the dependency mediator education and training requirements and standards set by the Florida Supreme Court in the Florida Rules for Certified and Court Appointed Mediators.

c. Staffing Changes: The Department, the Court Administration shall jointly approve all individuals who are to serve as mediators.
d. Subcontractors: These services shall be subcontracted in accordance with Section I, Paragraph D.7., Paragraph I, and Paragraph K of the Standard Contract.

3. **Service Location and Equipment**

a. Service Delivery Location

For all counties served, services shall be provided in the county in which the parents reside, if the parent is a party to the mediation. Each change in location shall require a five (5) day advance written request, with justification for the change in location, to the contract manager. The advance written request shall not be construed as automatic approval for a change in location. The written request must have the prior written approval of the contract manager prior to the change in location.

b. Service Times: Efforts shall be made to make services available during times that are convenient to the needs of the family.

c. Changes in Location: The Provider shall notify the contract manager of any changes in location of the service delivery site.

d. Equipment: The Provider and subcontractor shall maintain sufficient staff, facilities and equipment to deliver the agreed upon services.

4. **Deliverables**

a. Service Units: A unit is one session of mediation per family or parent.

b. Records and Documentation

(1) Records and documentation shall comply with the requirements of the court and this contract.

(2) Current employee record to include documentation of employment screening, training, and employment qualifications.

(3) Current family file to include court order for mediation services, written notification to each party who is a participant in the mediation, a copy of the written request and approval for a change in location, documentation of all contacts with the participants to include name and date of contact, final signed and written Mediation Agreement, and Summary Report to the court.

(4) The Provider and subcontractor shall furnish other reports and information that the Department may require.

c. **Reports**

(1) The juvenile dependency mediator shall submit one Summary Report to the court for each session conducted, regardless of the outcome of the session.

(2) When full settlement is reached the mediator shall submit a signed Mediation Agreement to the court.

Report Title	Reporting Frequency	Report Due Date	Number of copies due	DCF Office address(es) to receive report
Fixed Price Monthly Invoice for Mediation Services	Monthly	15th	2	Contract Manager, 2639 North Monroe, Tallahassee FL 32399-2949
Satisfaction Surveys	Monthly	With Invoice	1	Contract Manager, 2639 North Monroe, Tallahassee FL 32399-2949
Monthly Match Collection Report	Monthly	With Invoice	2	Contract Manager, 2639 North Monroe, Tallahassee FL 32399-2949

5. **Performance Specifications**

a. Performance Measures

90% of clients will be satisfied with services based upon responses to the Dependency Mediation Consumer Satisfaction Survey **Exhibit C.**

b. Method of Measurement

The Provider will administer the Dependency Mediation Consumer Satisfaction Survey **Exhibit C** to all clients meeting for mediation. At the conclusion of the mediation meeting the survey document will be given to the participant with an envelope addressed to:

Mediation Services Contract Manager
Department of Children and Families
2639 North Monroe Street 100-A
Tallahassee, FL 32399-2949

Satisfaction shall be determined by calculating a percentage of client responses indicating "yes" to survey question number 1, "Have the services of the mediator been delivered in a professional manner?"

The Provider will provide a collection box at the mediation room to collect sealed surveys. Sealed surveys will be submitted with the monthly invoice. Satisfaction will be tracked monthly but percentage of compliance with this performance standard will be calculated upon submission of final surveys with the final invoice.

c. Performance Evaluation Methodology

$$\frac{\text{\# of responses indicating "yes" to question \# 1 of the survey}}{\text{Total \# of responses to question \# 1 of the survey}} = \text{Satisfaction Rate}$$

d. Performance Standards Statement

By execution of this contract the Provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth below. If the Provider fails to meet these standards, the Department, at its exclusive option, may allow up to six (6) months

for the Provider to achieve compliance with the standards. If the Department affords the Provider an opportunity to achieve compliance, and the Provider fails to achieve compliance within the specified time frame, the Department must cancel the contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Department.

6. Provider Responsibilities

a. Provider Unique Activities. Health Insurance Portability Act (HIPPA)

If required by 45 CFR Parts 160, 162, and 164, the following provisions shall apply [45 CFR 164.504(e)(2)(ii)]:

(1) The Provider hereby agrees not to use or disclose protected health information (PHI) except as permitted or required by this contract, state or federal law.

(2) The Provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this contract or applicable law.

(3) The Provider agrees to report to the Department any use or disclosure of the information not provided for by this contract or applicable law.

(4) The Provider hereby assures the Department that if any PHI received from the Department, or received by the Provider on the Department's behalf, is furnished to Provider's subcontractors or agents in the performance of tasks required by this contract, that those subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the Provider with respect to such information.

(5) The Provider agrees to make PHI available in accordance with 45 C.F.R. 164.524.

(6) The Provider agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526.

(7) The Provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528.

(8) The Provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the Department or created or received by the Provider on behalf of the Department available for purposes of determining the Provider's compliance with these assurances.

(9) The Provider agrees that at the termination of this contract, if feasible and where not inconsistent with other provisions of this contract concerning record retention, it will return or destroy all PHI received from the Department or received by the Provider on behalf of the Department, that the Provider still maintains regardless of form. If not feasible, the protections of this contract are hereby extended to that PHI which may then be used only for such purposes as make the return or destruction infeasible.

(10) A violation or breach of any of these assurances shall constitute a material breach of this contract.

b. Coordination With Other Providers/Entities

(1) The director and administrator of the contract shall coordinate the provision of the services with the subcontractor.

(2) The director and administrator shall coordinate services with the Department when appropriate and with other community organizations as needed to provide comprehensive services for families.

7 Department Responsibilities

a. Department Obligations: The Department will provide technical assistance and legal case management.

b. Department Determinations: Final decisions with regard to appropriateness of referrals shall rest with the Department.

c. Monitoring Requirements: The Provider will be monitored a minimum of once per year. Monitoring will be accomplished through a review of the families' files and monthly reports to verify that information is accurate. Financial records, equipment, and the facility will be monitored for compliance with the contract. The Provider will receive a written report of the monitoring visit. If a corrective action plan is indicated, the Provider shall submit to the Department, in writing, plans to correct the deficiencies within the time frames established in the

monitoring report. Failure to correct the deficiencies cited in the Department's monitoring report within the period specified by the Department can result in termination of this contract.

C. Method of Payment

1. This is a fixed price contract: The Department shall pay the Provider the fixed consideration of $40,000.00 for unlimited number of dependency mediations.

2. The Department agrees to pay at a rate of $3,333.33 a month, July 2003 through May 2004, and $3,333.37 for June 2004.

3. The Provider shall request payment on a monthly basis through submission of a properly completed invoice, **Exhibit A**, within ten (10)working days following the end of the month for which payment is being requested.

a. In order for the Department to begin the payment process, the following information must be received by the Department concurrent with or prior to receipt of the request for payment. Failure to do so will result in a delay of payment.

b. A copy of documentation signed by the mediator and the court administrator listing date of each session, outcome of each session, and date Mediation Agreement and Summary Report sent to the court,

c. Completion of the monthly required data section of **Exhibit A.**

d. Completion of the Monthly Match Collection Report **Exhibit B**.

4. The Provider must maintain records documenting the total number of recipients and names (or unique identifiers) of recipients to whom services were provided and the date(s) on which services were provided, so that an audit trail documenting services provision is available.

5. In the event of a full settlement the mediator shall obtain a signed Mediation Agreement at the conclusion of the mediation session. In the event of an impasse, partial settlement, continuance or a no show a Summary Report shall be filed immediately with the court. The signed Mediation Agreement or the Summary Report shall be filed with the Court with a copy filed in the family file prior to the mediator billing the Provider or the Provider billing the Department. A mediation session is complete after one (1)of the above referenced documents is filed with the court and a copy is filed in the family file.

6. Match: The Provider shall contribute a 25% match to be made in the form of cash and/or in-kind resources. The Provider shall submit to the contract manager

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on a monthly basis a **Match Collection Form, Exhibit B.** At the end of the contract period, all promoting safe and stable families funds expended must be matched as designated by the funding source. By the end of the contract period, the match contribution shall be in the amount of **$13,333.34.** If the Provider fails to meet the match requirements, the final reimbursement will be adjusted accordingly.

7. Minimum Delivered Units: This contract has unlimited services with delivery of service throughout the area of service. The Department expects a minimum of 200 mediation units delivered in the county of the parent's residence. An adjustment to fourth quarter invoices will be made for any decline in mediation decisions resulting in less than 200 mediations for the year. The contract manager will evaluate the number of mediations delivered and the number of mediations the Provider decides not to mediate. Starting with the invoice for April 2004 services, the contract manager may reduce the payable invoice based on year-to-date performance and end-of-year projections. If less than 200 mediations are delivered at year-end, the number of mediation decisions less than 200 will reduce the final invoice by $200.00 each.

D. Special Provisions

The Provider and all of its officers, employees and agents shall comply with the confidentiality provisions set forth in Sections 39.0132, 39.202, and 39.814 Florida Statutes (1998), and in any subsequent amendments to any of these statutes, and shall not release any information regarding any of the children in its care, or the family of children in its care, except as specifically authorized by these statutes.

E. Exhibits

1. **Exhibit A,** Fixed Price Monthly Invoice for Mediation Services
2. **Exhibit B,** Monthly Match Collection Report
3. **Exhibit C,** Dependency Mediation Consumer Satisfaction Survey

07/01/03

Exhibit A

FIXED PRICE (UNIT COST) MONTHLY INVOICE FOR MEDIATION SERVICES

District 2, Sub-District 2B CONTRACT #

PROVIDER NAME: Leon County, Florida
Mark Becker, Deputy Court Administrator
Leon County Courthouse
301 S. Monroe Street, Room 315
Tallahassee, FL 32301

Month of Service: From: _____ To: _____

Contracted Service	Units Provided current month	Units Provided year to date	Payment Requested
Mediations Completed			
Mediations Declined			
TOTAL AMOUNT REQUESTED			

MONTHLY REQUIRED DATA:

Number of No Shows:____
Fees Collected from No Shows:_____
Number of mediations scheduled: _____
Number of mediations rescheduled: _____
Reason for EACH reschedule: _____

Number of mediations completed, a signed Agreement is in the family file: _____
Number of mediations with no signed Agreement in the family file: _____
Reason EACH mediation does not have a signed Agreement in the family file:

Reason for EACH decline to mediate decision:

Signature of Provider Agency Official Title Date

TO RECEIVE TIMELY PAYMENT THIS INVOICE AND BACK-UP DOCUMENTATION IS DUE TO THE DEPARTMENT BY THE 10TH WORKING DAY OF THE MONTH.

DEPARTMENT USE ONLY
Date Invoice Received: _____
Date Goods/Services Received: _____ Initials: _____
Date Inspected and Approved: _____ Initials: _____
Approved for Payment Date: _____ Signature: _____
Org. Code: 60020197061 OCA: E6000 EO: E6
Org. Code: 60020197061 OCA: E4000 EO: E4

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07/01/03

Exhibit B

MONTHLY MATCH COLLECTION REPORT

DATE: _____
PROVIDER NAME: _____

CONTRACT
REPORT PERIOD:
From: _____ To: _____

Total match required for the contract: $_____
Match reported this period:

Cash	_____
In-Kind	_____
Total	_____

Comments: _____

REPORT PREPARED BY: _____ DATE: _____

TITLE: _____ TELEPHONE NUMBER: _____

Exhibit C

DEPENDENCY MEDIATION CONSUMER SATISFACTION SURVEY

1. Have the services of the mediator been delivered in a professional manner?

   YES _____ NO _____

   COMMENTS:

   _____

   _____

2. Were you informed in a timely manner of the date and location of the mediation?

   YES _____ NO _____

3. Overall, I am very satisfied with the services I received from the Dependency Mediation Program.

   YES _____ NO _____

4. Additional comments:

   _____

   _____

NAME: _____
(Optional)

DATE COMPLETED: _____

ATTACHMENT II

The administration of resources awarded by the Department of Children & Families to the Provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department of Financial Services or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends $300,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

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

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes.

In the event the recipient expends a total amount of state financial assistance equal to or in excess of $300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor, the Department of Financial Services and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children &

Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

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

PART III: REPORT SUBMISSION

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

A. Contract manager for this contract (2 copies)

Don Lawler, Contract Manager
Department of Children and Families
2639 North Monroe Street, Suite 100-A
Tallahassee, FL 32399-2949

B. Department of Children & Families
ASFMI
Building 2, Room 301
1317 Winewood Boulevard
Tallahassee, FL 32399-0700

C. Copies of the reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Auditing Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

and other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

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

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Providers, when submitting audit report packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the Provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2) Rules of the Auditor General.

PART IV: RECORD RETENTION

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