THIS CONTRACT is entered into between Lakeview Center, Inc., hereinafter referred to as “LCI”, and the University of West Florida for and on behalf of the University of West Florida Board of Trustees, a public body corporate, hereinafter known as UWF.

I. GENERAL DESCRIPTION

A. Purpose
   UWF shall deliver Child Welfare Pre-Service and Certification Training services, Supervisor For Excellence Trainings and In-service Trainings in District One of Florida per state standards mandated by the Florida Department of Children and Families.

B. Authority
   Authority for LCI to contract for this service is found in its contract as lead agency with the Department of Children & Families.

C. Scope of Service
   1. Eligibility For Services Under This Contract:
      ▪ UWF shall deliver services under this contract to child welfare services staff employed by the Department of Children and Families and CBC Lead Agency Lakeview Center, Inc and its contracted network providers, and their eligible new hire employees and existing trainees needing completion of field-based certification, oversight, and support.
   2. Client Determination
      ▪ Referral of trainees will be made by the Department, FamiliesFirst Network (FFN) of LCI and its contracted network providers.
   3. Contract Limitations
      ▪ UWF shall utilize the state approved curriculum designed by the Florida Department of Children and Families or its designee.
      ▪ Pre-Service classroom training services under this contract shall be provided in Escambia and Okalosha Counties. Field-based training services shall be provided in Escambia, Santa Rosa, Okalosha and Walton Counties.
      ▪ UWF shall complete a minimum of six (6) Pre-Service Training sessions during the twelve month contract cycle.
      ▪ LCI agrees that each session provided by UWF will have a minimum of five (5) and a maximum of twenty (20) participants.

D. Program Goals
   The major program goals are to deliver Child Welfare Pre-Service Training and Certification services that:
   ▪ Ensure there is no lapse in training service availability, and
   ▪ Support the state’s achievement of the goals of the Federal Adoptions and Safe Families Act, the Federal Child and Family Service Review and Florida’s Performance Review Plan.

E. Service Provision
   ▪ Evidence:
      ▪ Determine course schedules and locations in consultation with the training consumers in the service area.
      ▪ Duplicate and distribute all instructor and learner instructional materials required for coursework delivery and participation.
      ▪ Implement Child Welfare Pre-Service Curriculum Services.
      ▪ Implement Supervisor For Excellence Trainings and In-service Trainings.
      ▪ Conduct individual trainee on-the-job coaching and feedback sessions.
      ▪ Conduct small group instruction and casework practice sessions.
• Provide technical assistance and consultation for trainees and supervisors.
• Administer field-based performance assessment evaluation services for child welfare staff in the certification cycle.
• Provide Continuing Education Units (CEUs) where appropriate using standards adopted by the Southern Association of Colleges and Schools and in accordance with relevant governing boards for which the program has also been approved. Provide each participant who successfully completes the program a jointly signed continuing education certificate. Transcript records for all participants will be maintained by University of West Florida Continuing Education for a minimum of seven (7) years.

2. **Standard:** Administer all written assessments using the SkillNet testing system.
   **Evidence:**
   • Determine test delivery schedules in consultation with the training consumers in the service area.
   • Administer Child Welfare written test for pretest, posttest, re-test, and certification waiver tests.
   • Provide test proctors and test administrators who shall preside over written tests according to the policies and procedures of the department. Test proctors or test administrators may be trainers.
   • Validate demographic information for each Child Welfare Pre-Service training participant prior to the administration of the written test.

3. **Standard:** Provide management services for the Child Welfare training and assessment scope of work.
   **Evidence:**
   • Validate all SkillNet data entry on a monthly basis for all training activities.
   • Work with LCI to ensure the reliability of data collected through established reporting formats appropriate to the program.
   • Report any major or significant deviations from the anticipated progress or published schedule, or problems associated with the delivery of services to FFN within 10 working days of the change.

4. **Standard:** Recruit, hire, and maintain trainers to provide Child Welfare Pre-Service and Certification Training, Supervisor For Excellence Trainings and In-service Trainings as specified in this contract.
   **Evidence:**
   • Advertise and hire a minimum of four (4) qualified trainers to administer the Pre-Service and Certification Training Program, Supervisor For Excellence Trainings and In-service Trainings. All of the trainers selected must have background and experience in child welfare services, with at least one of the trainers selected having background and experience in child welfare investigations.
   • Incorporate LCI's designated training department representatives and/or training committee members from FFN and DCF to provide feedback and assist in the selection process of qualified applicants.
   • Coordinate with LCI for ongoing coaching and feedback.
   • If not already certified at the point of hire, all trainers shall complete the department's Child Welfare Trainer Certification Program within six (6) months of date of employment.
   • UWF shall ensure all trainer's are certified in the current State of Florida approved training curriculum.

5. **Standard:** Provide classroom and other appropriate facilities in which to hold the training.
   **Evidence:**
   • At a minimum, courses will be offered in Pensacola on the UWF Main Campus, at a downtown location (Bowden Bldg) and in Ft. Walton Beach's UWF Combs Center Campus.
   • UWF campuses have access to computer labs for SkillNet training days and will be scheduled for use in this program.

6. **Standard:** LCI agrees to provide technical assistance and related materials needed to implement services.
   **Evidence:**
   • LCI will provide a master copy of the Child Welfare Pre-Service and Certification Program copyrighted training materials and copies of any additional materials intended for the participants. Providing the training program materials does not constitute a license to UWF for free use of any or all of the materials provided, UWF will only have a license to use the materials as provided in this agreement. UWF is responsible for duplication of materials and access to materials by trainees using various
modalities.
- LCI will assist UWF with understanding and creating an implementation plan for any updates or revisions of the Child Welfare Pre-Service Training and Field Based Certification as prescribed by the Florida Department of Children and Families or its designee.
- LCI will provide consultative services, advice and counsel in the presentation of the Child Welfare Pre-Service Training and Certification program.
- LCI will assist the UWF in the promotion of the training program through meetings and contact with LCI personnel as deemed necessary.

F. Service Delivery
1. Location
   - Pre-Service Training and Certification, Supervisor For Excellence and In-service classroom services under this contract shall be delivered in Escambia and Okaloosa Counties.
   - Field-based training services shall be delivered in Escambia, Santa Rosa, Okaloosa, and Walton Counties as needed based on location and unit assignment of participants.

2. Service Times
   - This program's administrative offices shall be open from 8:00 A.M. to 5:00 P.M., local county time, Monday through Friday, with the exception of the Board approved holidays or other approved closings.
   - Training, at a minimum, shall be provided from 9:00 A.M. to 4:30 P.M., Monday through Friday, local county time, with the exception of State of Florida and LCI approved holidays, and Board approved holidays or other approved closings.

3. Changes in Location
   - UWF shall contact LCI in writing for approval at least thirty days prior to any change in street address, mailing address, telephone number, or facsimile number of the program's administrative offices.

4. Equipment
   - Sufficient equipment to deliver the agreed upon services shall be provided and maintained by UWF.

G. Reports
1. UWF shall provide the following data to the Child Welfare Training Academy registrar for entry into the SkillNet system and retain hardcopy documentation for monitoring purposes for each Child Welfare Pre-Service and Certification Program training activity started within the calendar month:
   - The full name of each training activity participant;
   - The employer of each participant for each training activity;
   - The setting/venue of the training activity;
   - The provider of the training activity;
   - The duration of the training activity;
   - Course completion date (anticipated if the activity spans report month);
   - Written test results, if applicable; and
   - Performance assessment results, if applicable.

2. Monthly: UWF shall deliver the following report by the 15th of the following month to the LCI FFN Training Manager located at 5401 W. Fairfield Drive, Pensacola, Florida 32506. Reports should be emailed if at all possible.
   - Monthly Certification Status Report containing a list of trainees, assigned supervisor, assigned service center, cycle number, date passed post-test, completed case file review, completed interpersonal assessment, and relevant comments.

3. Quarterly: UWF shall deliver the following report by the 15th of the month following the reporting quarter to the Contract Manager located at 6557 Caroline Street, Milton, Florida 32570. Reports should be emailed if at all possible.
   - Quarterly Performance Measures Report containing data reflecting the outcome of the performance measures outlined in section II. A. – C.
H. Records and Documentation
1. UWF shall maintain files that include, but are not limited to, documentation of staff training, financial and fiscal records, employee records, and official correspondence to and from staff.
2. UWF shall comply with the Children and Families Operating Procedure (CFOP) #50-6, regarding the security of automated data.

I. Method of Payment
1. Service Units
   - A service unit is one month of services.
   - LCI shall pay UWF for services delivered in accordance with the terms and conditions of this contract for a total dollar amount not to exceed $271,744.00 subject to the availability of funds.
2. Payment Clause
   - LCI agrees to pay for service units at the unit price(s) and limits listed below:

<table>
<thead>
<tr>
<th>SERVICE UNITS</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>One month</td>
<td>$24,704.00</td>
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</table>

3. Effective Dates
   - This contract is effective August 1, 2006, or the date executed, whichever is later, through June 30, 2007.
4. Invoice Requirements
   - UWF shall submit monthly invoices by the 15th of the following month. Invoices for payments must be sent to the Contract Administrator located at 1221 W. Lakeview Avenue, Pensacola, Florida 32501.

II. PERFORMANCE MEASURES

Monitoring and Evaluation Methodology
By execution of this contract UWF 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 UWF fails to meet these standards, LCI, at its exclusive option, may allow up to six months for UWF to achieve compliance with the standards. If LCI affords UWF an opportunity to achieve compliance and UWF fails to achieve compliance within the specified time frame, LCI will terminate the contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of LCI.

A. UWF will conduct a minimum of six (6) sessions to include the entire cycle of Child Welfare Pre-Service and Certification training to include the Field-Based training portion during the contract period, provided there are enough referrals of new trainees to support this number.

B. Eighty-five percent (85%) of trainees shall successfully complete the Field-Based Performance Assessment process as calculated by the number of trainees who successfully complete all three components of the Field-Based Certification divided by the total number of trainees. Field-Based Certification includes required contacts, casework practice groups, technical assistance, and Field-Based Performance Assessment Evaluation Services. Successful completion means achieving a score of 80% or higher on the written post-test.

C. Eighty-five percent (85%) of trainees shall successfully complete the Child Welfare Written Test upon completion of the Child Welfare Pre-Service and Certification Training calculated as the number of trainees who successfully complete the Child Welfare Written Test divided by the total number of trainees who complete certification training and attempt the written test. Successful completion means achieving a score of
80% or higher on the written test. All test data is collected automatically on the SkillNet system as the test is delivered.

III. STAFFING REQUIREMENTS

A. Credentialing
   UWF's staff must meet the minimum qualifications required by the positions. Documentation of education and training requirements must be maintained in the personnel file.

B. Screening
   All UWF personnel and volunteers who have access to computer-related media shall complete the department’s Form CF-114, Exhibit A, Security Agreement Form.

C. Staffing Levels
   Staffing levels will be maintained sufficient to provide services as described in this contract.

D. Training
   If not already certified, all trainers shall complete the department’s Child Welfare Trainer Certification Program within six (6) months of the date of employment.

E. Personnel Records
   A separate personnel file for each employee employed through this agreement shall be maintained by UWF. The personnel file shall include but not be limited to the following:
   1. The application for employment.
   2. Job description containing the minimum requirements for the position.
   3. Documentation of required credentials.
   4. Level 2 employment screening results, as specified by Chapter 435, F.S.
   5. Documentation of completion of the department’s Child Welfare Certification Training Program.
   6. Employee Performance Evaluations based on job descriptions and conducted at least annually.
   7. Copy of the signed Security Agreement Form.

F. Subcontractors
   Subcontracting of services under this contract is prohibited.

IV. Exhibits/Attachments
   Exhibit A, Security Agreement Form
   Exhibit B, Standard Contract
   Attachment I, Financial and Compliance Audit including Post Award Notice Of Federal Financial Participation
V. Official Payee and Representatives:

A. The provider name and mailing address of the official payee to whom the payment shall be made is:

University of West Florida
Division of Continuing Education
11000 University Parkway
Pensacola, Florida 32514

B. The name of the contact person and street address where financial and administrative records are maintained is:

Jennifer Nagim
Division of Continuing Education
11000 University Parkway
Pensacola, Florida 32514

C. The name, address, and telephone number of the contract manager for LCI for this contract is:

Christa Pate
6557 Caroline Street
Milton, FL 32570
(850) 626-3023

D. The name, address, and telephone number of the representative of the provider responsible for administration of the program under this contract is:

Dr. Pam Northrup
11000 University Parkway
Pensacola, Florida 32514
(850) 474-3255

E. 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.

By signing this contract, the parties agree that they have read and agree to the entire contract.

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

UNIVERSITY OF WEST FLORIDA:

SIGNED
BY: ____________
NAME: Dr. Sandra Flake
TITLE: Provost
DATE: 8/1/06

LAKEVIEW CENTER, INC.

SIGNED
BY: ____________
NAME: Gary Bembry
TITLE: President/CEO
DATE: ____________

Federal EID #: ____________

Fiscal Year Ending Date: 06/30

Approved As To Form And Legality:

UWF Attorney

Contract No. 06-1701
SECURITY AGREEMENT FORM

The Department of Children and Families has authorized you:

Employee’s Name/Organization

to have access to sensitive data through the use of computer-related media (e.g., printed reports, microfiche, system inquiry, on-line update, or any magnetic media).

Computer crimes are a violation of the department’s disciplinary standards and, in addition to departmental discipline, the commission of computer crimes may result in Federal and/or State felony criminal charges.

- By my signature, I acknowledge that I have received, read and understand the Computer Related Crimes Act, Chapter 815, F.S.

- By my signature, I acknowledge that I have received, read and understand Sections 7213, 7213A, and 7431 of the Internal Revenue Code, which provide civil and criminal penalties for unauthorized inspection or disclosure of Federal tax data.

- By my signature, I acknowledge that it is the policy of the Department of Children and Families that under no circumstances shall any contract employee be allowed access to IRS tax information.

I understand that a security violation may result in criminal prosecution according to the provisions of Federal and State statutes and may also result in disciplinary action against me according to the provisions in the Employee Handbook. The minimum department security requirements are:

- Personal passwords are not to be disclosed.

- Information is not to be obtained for my own or another person’s personal use.

Print Employee Name ___________________ Signature of Employee ___________________ Date ____________

Print Supervisor Name ___________________ Signature of Supervisor ___________________ Date ____________
Exhibit B.

LAKEVIEW CENTER, INC
STANDARD CONTRACT
ADDITIONAL TERMS

I. THE NETWORK PROVIDER ("UWF") 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 network provider in connection with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the network provider's failure to comply with this provision shall constitute an immediate breach of contract for which LCI 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 network 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 network provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. 7401 et seq.), section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738 as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The network provider shall report any violations of the above to LCI.

c. That no federal funds received in connection with this contract may be used by the network provider, or agent acting for the network 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 network provider must, prior to contract execution, complete the Certification Regarding Lobbying form. If a Disclosure of Lobbying Activities form, Standard Form LLL is required, it may be obtained from the LCI contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the LCI contract manager, prior to payment under this contract.

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

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

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

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 LCI 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 longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to LCI. Records may be retained for longer periods if the network provider's retention period exceeds the time frames required by law.

3. Upon demand, at no additional cost to LCI, the network 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 LCI when acting as an agent for the state.

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

6. To provide a financial and compliance audit to LCI as specified in this contract 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).

E. Monitoring by LCI
To permit persons duly authorized by LCI, when acting as an agent of the state, to inspect and copy any records, papers, documents, facilities, goods, and services of the network provider which are relevant to this contract, and to interview any clients and employees and subcontractor employees of the network provider to assure LCI of the satisfactory performance of the terms and conditions of this contract.

Following such review, LCI will deliver to the network provider a written report of its findings and request for development, by the network provider of a corrective action plan where appropriate. The network provider hereby agrees to timely correct all deficiencies identified in the corrective action plan.
F. Indemnification

NOTE: Except to the extent permitted by s.768.28, F.S., or other applicable Florida Law, Paragraph 1.F. 1. and 2. are not applicable to contracts executed between state agencies or subdivisions, as defined in subsection 768.28(2), F.S. For purposes of this contract, UWF is a state agency.

1. To be liable for and indemnify, defend, and hold LCI 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, action, neglect, or omission by the network provider, its agents, employees and subcontractors 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 network provider's duty to defend and indemnify within seven (7) days after notice by LCI by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the network provider not liable shall excuse performance of this provision. The network provider shall pay all costs and fees, including attorneys' fees, related to these obligations and their enforcement by LCI. LCI's failure to notify the network provider of a claim shall not release the network provider from these duties. The network provider shall not be liable for the sole negligent acts of LCI.

G. Insurance

To provide continuous general 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 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.

If applicable, provider must obtain a minimum of $1 million per claim/ $3 million per incident in general liability insurance coverage in accordance with F.S. 409.167(1)(j) or any successor rule as it may be amended in the future. Upon execution of this contract, the network provider shall furnish LCI a Certificate of Insurance supporting both the determination and existence of such insurance coverage and shall include LCI as named insured. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The network provider is required to notify LCI in writing within 24 hours of any change in status of insurance coverage or upon cancellation of insurance coverage, either in whole or in part. LCI 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 LCI which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of LCI, 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 network provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The network provider further agrees that LCI shall not be liable to the subcontractor in any way or for any reason.

3. To make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from LCI in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the network provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the network provider and paid 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.

J. Return of Funds

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

K. Client Risk Prevention and Incident Reporting

1. That if services to clients are to be provided under this contract, the network provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or 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 network 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 Reformatory Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 94.5.15(2) and (4), F.S. For purposes of this contract, the network provider shall be deemed to be substituted for LCI insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (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 network provider further assures that all contractors, subcontractors, grantees, 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 network 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 network providers that have fifteen (15) or more employees.

3. Subcontractors who are on the discriminatory vendor list, may not transact business with any public entity, in accordance with the provisions of section 287.134 F.S.

**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 or LCI, except where the network provider is a state agency. Neither the network provider nor its agents, employees, subcontractors or assigns shall represent to others that it has the authority to bind LCI unless specifically authorized in writing to do so.

2. This contract does not create any right to LCI retirement, leave benefits or any other benefits of LCI 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 network 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 LCI.

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

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

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

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

**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 LCI. 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. Gratuities**
The provider agrees that it will not offer to give or give any gift to any LCI employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. In addition to any other remedies available to LCI, any violation of this provision will result in referral of the network provider’s name and description of the violation of this term to the Department of Management Services for the potential inclusion of the network provider’s name on the suspended vendors list for an appropriate period. The network provider will ensure that its subcontractors, if any, comply with these provisions.
That any state funds provided for the purchase of or improvements to real property are contingent upon the network provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the network provider agrees that, if it disposes of the property before the state’s interest is vacated, the network provider will refund the proportionate share of the state’s initial investment, as adjusted by depreciation.

W. Information Security Obligations
1. To identify an appropriately skilled individual to function as its Data Security Officer, who shall act as the liaison to LCI’s Security Staff and who will maintain an appropriate level of data security for the information the network provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all network provider employees that request system or information access and ensuring that user access has been removed from all terminated network provider employees.
2. To furnish Security Awareness Training to its staff.
3. To ensure that all network provider employees who have access to LCI 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 LCI contract manager.

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

Y. 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. LCI encourages network provider participation with the Agency for Workforce Innovation and Workforce Florida.

Z. Emergency Preparedness
If the tasks to be performed pursuant to this contract include the physical care and control of clients, the network 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. LCI agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, LCI may exercise oversight authority over such provider in order to assure implementation of agreed emergency relief provision.

AA. PUR 1000 Form
The PUR 1000 Form is hereby incorporated by reference but only applies to UWF, a state agency, to the extent permitted by law. In the event of any conflict between the PUR 1000 Form, and any terms or conditions of this contract (including LCI’s Standard Contract), the terms or conditions of this contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form is required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

II. LCI AGREES:

A. Contract Amount
To pay for contracted services according to the terms and conditions of this contract in an amount not to exceed the Contract Amount or the rate schedule. 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., LCI 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 LCI 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 0.03333%. Invoices returned to a network provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the network provider requests payment.

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 network provider responsible for administration of the program, to the designated address contained in this contract.

III. THE NETWORK PROVIDER AND LCI MUTUALLY AGREE:

A. Financial Penalties for Failures to Comply with Requirement for Corrective Action

1. In accordance with the provisions of Section 402.73(7), F.S., and Section 65-29.001, F.A.C., corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

2. The increments of penalty imposition that shall apply, unless LCI determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan.

The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

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 LCI may deduct the amount of the penalty from invoices submitted by the network provider.

B. 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 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 LCI contract manager or the representative of the network provider responsible for administration of the program.

3. 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 LCI’s right to remedies at law or in equity.

4. Failure to have performed any contractual obligations with LCI, in a manner satisfactory to LCI, will be a sufficient cause for termination. To be terminated as a network provider under this provision, the network provider must have: (1) previously failed to satisfactorily perform in a contract with LCI, been notified by LCI of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of LCI; or (2) had a contract terminated by LCI for cause.

C. 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 LCI’s contract as Lead Agency with the Florida Department of Children and Families. 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 original of this contract.

D. All Terms and Conditions Included

This contract and its attachments 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.

IV. SPECIAL PROVISIONS:

A. Transportation Disadvantaged

The network provider agrees to comply with the provisions of Chapter 427, F.S., Part I, Transportation Services, and Chapter 41-2, F.A.C., Commission for the Transportation Disadvantaged, if public funds provided under this contract will be used to transport clients.

B. Background Screening

All personnel must comply with Chapter 435, Florida Statutes, regarding background screening requirements. All newly hired personnel affected by screening regulations must begin the screening process within five (5) days of hire.

C. Invoice Receipt

LCI is deemed to have received an invoice when the invoice is received at the location stated in the contract by the contract manager. Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit.

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D. Network Provider/Employee Reference Hiring Check
The network provider must complete a reference check with LCI/Department of Children and Families, District One Office of Human Resources, prior to hiring a current or former employee of the LCI/Department. The reference check will be documented in writing and maintained in the employee’s personnel file. The LCI/Department will not give a neutral reference, and the network provider will not accept a neutral reference, for any current or former employee of the Department seeking employment with the network provider.

E. Affirmative Action (Equal Employment)
Vendor agrees to abide by and be subject to the equal employment requirements contained in 41 CFR 60-1.4(a)(7), 41 CFR 60-250.5(a), and 41 CFR 60-741.5(a).

*****END OF TEXT*****
ATTACHMENT I

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by LCI to the network 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, Florida Statues, as revised, LCI 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 LCI 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 LCI. In the event LCI determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by LCI 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 nonprofit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends $500,000 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 LCI. 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 LCI 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 LCI 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)(1), 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 LCI, 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 LCI in effect during the audit period. The financial statements should disclose whether or not the matching requirements was met for each applicable contract. All questioned costs and liabilities due LCI 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 LCI pursuant to this agreement shall be submitted within 180 days after the end of the network 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. LCI Contract Management Department

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

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

Network 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 network provider must be indicated in correspondence to LCI 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 LCI 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 LCI 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 LCI.
ATTACHMENT I

POST AWARD NOTICE OF FEDERAL FINANCIAL PARTICIPATION

PROVIDER NAME: 

CONTRACT #: 

NOTE: Section .400(d) of OMB Circular A- 133, as revised, and Section 215.97(5)(a), Florida Statutes, require the following information relative to Federal programs and State projects be provided to the recipient.

Instructions*

1. This document must be prepared by the contract manager in coordination with central office program staff and district program and administrative staff.

2. Information contained herein is a prediction of funding sources and related amounts based on the contract budget. This document must be reissued when revisions to funding sources or funding amounts are made.

3. This document must be given to the network provider no later than 90 days after the effective date of the contract.

FEDERAL FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

    Federal Program 1 (list Federal agency, CFDA title and number) - $ (amount)
    Federal Program 2 (list Federal agency, CFDA title and number) - $ (amount)
    Federal Program 3 (list Federal agency, CFDA title and number) - $ (amount)

TOTAL FEDERAL FUNDS AWARDED

STATE FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING FUNDS FOR FEDERAL PROGRAMS:

NOTE: If the funds awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show total State funds awarded for matching.

    Federal Program (list Federal agency, CFDA title and number) - $ (amount)
    Federal Program (list Federal agency, CFDA title and number) - $ (amount)
    Federal Program (list Federal agency, CFDA title and number) - $ (amount)

TOTAL STATE FUNDS AWARDED FOR MATCHING
ATTACHMENT I

STATE FUNDS SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the funds awarded to the recipient represent more than one State project, provide the information for each State project and show total State funds awarded that are subject to Section 215.97, Florida Statutes.

State Project (list State agency, CSFA title and number)- $ (amount)

State Project (list State agency, CSFA title and number)- $ (amount)

State Project (list State agency, CSFA title and number)- $ (amount)

TOTAL STATE FUNDS AWARDED SUBJECT TO

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL FUNDS AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: Instead of listing the specific compliance requirements as shown below, LCI may elect to use language that requires the network provider to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the network provider must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded funds must be used or how eligibility determinations are to be made.

Federal Program 1 - List applicable compliance requirements: (e.g., what services/purposes funds must be used for, eligibility requirements for providers of funds, matching requirement or level of effort).

Federal Program 2 - List applicable compliance requirements-

Federal Program 3 - List applicable compliance requirements-
ATTACHMENT I

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE FUNDS AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal funds. For matching funds provided by LCI for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-federal funds, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.