

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures			_____	_____	_____
Operating Costs	<u>20959</u>	<u>62876</u>	_____	_____	_____
External Revenue	<u>(16,767)</u>	<u>(50,301)</u>	_____	_____	_____
Program Income (County)			_____	_____	_____
In-Kind Match (County)	<u>(4194)</u>	<u>(12573)</u>	_____	_____	_____
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	_____	_____	_____
# ADDITIONAL FTE			_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No
 Budget Account No.: Fund 0001 Dept. 148 Unit 1350 Obj. 8301
 Program Code various Program Period: GY08

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Departmental Fiscal Review: [Signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

A. White 6-6-08
 6/3/08 OFMB TM 6/2/8

[Signature] 6/19/08
 Contract Administration
 6/9/08

B. Legal Sufficiency:

[Signature] 6/10/08
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

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 Palm Beach County Board of County Commissioners, 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(11), 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) and section 101 of the Immigration Reform and Control Act of 1986. 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.

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 longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the department.

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 Section 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, F.S.).

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

1. Except to the extent permitted by section 768.28, F.S. or other Florida Law, Paragraph F, is not applicable to contracts executed between the department and state agencies or subdivisions defined in subsection 768.28(2), F.S.

2. That to the extent permitted by Florida Law, the provider shall indemnify, save, defend, and hold the department harmless from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this agreement or performance of the services provided for herein. It is understood and agreed that the provider is not required to indemnify the department for claims, demands, actions or causes of action arising solely out of the department's negligence.

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. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations 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 by the provider to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

4. That the State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the 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 and any interest attributable to such funds 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, (800) 643-8459.

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

2. To complete the Civil Rights Compliance Checklist, CF Form 946 in accordance with CFOP 60-16 and 45 CFR 80. This is required of all 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 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, 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 at least 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity 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 department employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. In addition to any other remedies available to the department, any violation of this provision will result in referral of the provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the provider's name on the suspended vendors list for an appropriate period. The provider will ensure that its subcontractors, if any, comply with these provisions.

U. 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, as that term is defined in subsection 768.28, F.S., 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.

5. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract.

V. 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.

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 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 provide the latest departmental security awareness training to its' staff and subcontractors.

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.

X. 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.

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. The department encourages provider participation with the Agency for Workforce Innovation and Workforce Florida.

Z. Health Insurance Portability and Accountability Act

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

AA. Emergency Preparedness

If the tasks to be performed pursuant to this contract include the physical care or supervision 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. For the purpose of disaster planning, the term supervision includes the responsibility of the department, or its contracted agents to ensure the safety, permanency and well-being of a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting.

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.

BB. PUR 1000 Form

The PUR 1000 Form is hereby incorporated by reference. In the event of any conflict between the PUR 1000 Form, and any terms or conditions of this contract (including the department'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. 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 \$67,068.00 or the rate schedule, 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 Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a 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, 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) 413-5516.

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, 2008, 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 Palm Beach County, Florida, on June 30, 2009.

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

1. In accordance with the provisions of Section 402.73(1), F.S., 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), Florida Administrative Code. 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:

Palm Beach County
Board of County Commissioners
301 North Olive Avenue
West Palm Beach, Florida 33401

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

Angela Sims
Palm Beach County Finance Department
301 North Olive Avenue
West Palm Beach, Florida 33401

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

Marietta Moreno
111 South Sapodilla Avenue
West Palm Beach, Florida 33401
(561) 837-5830

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

Claudia Tuck
Palm Beach County, Division of Human Services
810 Datura Street
West Palm Beach, Florida 33401

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, I, 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 22 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER:

Palm Beach County Board of County Commissioners

Signature:

Print/Type Name: Addie L. Greene

Title: Chairperson

Date: _____

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature:

Print/Type Name: Perry I. Borman

Title: Circuit Administrator

Date: _____

STATE AGENCY 29 DIGIT FLAIR CODE: N/A
Federal Tax ID # (or SSN): 59-6000785

Provider Fiscal Year Ending Date: 09/30.

ATTACHMENT I

A. Services to be Provided

1. Definition of Terms

a. Contract Terms

Contract terms used in this document can be found in the Florida Department of Children and Families Glossary of Contract Terms, which is incorporated herein by reference and maintained in the contract manager's file.

b. Program Specific Terms

(1) Individual Service Plan - A plan to provide specific services geared toward self-sufficiency and financial stability to sustain family households and prevent homelessness.

(2) Homeless - A person is considered to be homeless when he or she resides in a public or private emergency shelter, on the streets, under a bridge, in a park, bus terminal, railroad station, airport, abandoned building, vehicle, or in any other public or private space that is not designed for shelter.

(3) Household - An individual or family who resides together.

(4) Self-sufficiency - The ability to provide for one's basic needs for housing, utilities, food, and clothing.

2. General Description

a. General Statement

This contract will provide homeless prevention services that consist of financial assistance and case management services to individuals and/or families who are homeless or at risk of becoming homeless. The financial assistance may include security deposit, rent or mortgage payment, utility payment and food purchase (see **Exhibit A, Budget**). The case management services will enable the individual and/or family to gain or regain economic stability and self-sufficiency.

b. Authority

Florida Statute 420.625, Grant-In-Aid Program (2006) gives the specific authority for these contractual services. The legislature found that most services for the homeless have been provided by local communities through voluntary private agencies and religious organizations and that the growing numbers and increasing needs of the homeless have outstripped the capabilities of the local agencies to adequately respond to the problems of the homeless in Florida.

c. Scope of Service

The provider will address the emergency needs of the individual and/or family, stabilize their living situation, assess existing barriers or obstacles, and develop a plan of services to restore the individual and family to self-sufficiency.

d. Major Program Goals

The major goal of the program is to restore homeless or potentially homeless individuals and families to suitable living conditions and self-sufficiency.

3. Clients to be Served

a. General Description

This contract will serve homeless or potentially homeless individuals and families.

b. Client Eligibility

- (1) Client must be homeless or at risk of becoming homeless.
- (2) Client's income must be no more than 150% of the federal poverty guidelines of the household size.
- (3) Client must meet the eligibility requirements set by the Palm Beach County Division of Human Services and approved by the Board of County Commissioners.
- (4) Client must show proof of security deposit fee, eviction or foreclosure notice, unpaid or cut off notice for utility bills.

c. Client Determination

The provider determines eligibility at time of service delivery. The department's contract manager will have exclusive authority to determine whether or not eligibility has been determined correctly through an annual file review.

d. Contract Limits

The maximum amount of assistance available per household is \$1,000.00, during the contract period.

B. Manner of Service Provision

1. Service Tasks

a. Task List

- (1) Provider will provide assistance only to Palm Beach County residents.
- (2) Provider will determine eligibility for clients using the criteria in section A.3.b.
- (3) Provider will determine the client's needs through case management services. A face-to-face follow up contact within 90 days to determine if the household is working towards self-sufficiency. Should the household need additional services, they will be referred to another program component.
- (4) Provider will furnish financial assistance up to the maximum allowed for security deposit, assistance with nonpayment of rent or mortgage, utility arrearage and the purchase of food, to households who successfully completed the initial 30-day assessment period.

b. Task Limits

The provider shall not perform any tasks related to the project other than those described in Section B.1.a without the express written consent of the department.

2. Staffing Requirements

a. Staffing Levels

The provider will determine the staffing levels to ensure delivery of services.

b. Professional Qualifications

The provider will determine the professional qualifications of staff.

c. Staffing Changes

The provider is not required to report staffing changes to the department.

d. Subcontracting

This contract does not allow the provider to subcontract for the provision of any services under this contract.

3. Service Location & Equipment

a. Service Delivery Location

The service delivery location is:

Palm Beach County Division of Human Services
810 Datura Street
West Palm Beach, Florida 33401

The Division of Human Services has area offices in Belle Glade, Delray Beach, and Riviera Beach, Florida.

b. Service Times

The service times are Mondays through Fridays, from 8:00 A.M to 5:00 P.M.

c. Changes in Locations

The provider will notify the contract manager, in writing within ten days, of any changes in service delivery locations.

d. Equipment

The provider shall furnish all appropriate equipment necessary for the effective delivery of the services purchased.

4. Deliverables

a. Service Units

A service unit is defined as case management services to include the provision of financial assistance for security deposit, nonpayment of rent or mortgage, utility arrearage, or food vouchers for an eligible client. It is anticipated that 80 households will receive services during the contract period.

b. Records and Documentation

(1) The provider will maintain case files for households receiving assistance under this contract. Each file must include (but is not limited to) the following information:

- (a) Intake screening.
 - (b) Needs assessment.
 - (c) Individual Service Plan
 - (d) Signed and dated progress notes of ongoing activities, evidence of a face-to-face follow-up visit within 90 days and at least one home visit.
- (2) The provider agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The provider further agrees to hold the department harmless from any claim or damage, including reasonable attorney fees and costs, or from any fine or penalty imposed as a result of an improper disclosure by the provider of confidential records, whether public record or not, and promises to defend the department against the same at its expense.
 - (3) The provider shall maintain all records required to be maintained pursuant to this contract in such a manner as to be accessible by the department upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.
 - (4) Records necessary to document data required for status reports (see **Quarterly Status Report, Exhibit B**) must be maintained in files that coincide with Section B.4.b.(1). These records may be maintained manually or electronically.

c. Reports

Report Title	Reporting Frequency	Report Due Date	# of Copies	Office Address to Receive Report
Disaster Plan	One Time	Within 30days of contract execution	1	Contract Manager DCF Circuit 15 111 S. Sapodilla Avenue West Palm Beach, FL 33401
Match Report	Monthly	15 days following the end of each month	1	Contract Manager DCF, Circuit 15 111 S. Sapodilla Avenue West Palm Beach, FL 33401
Homeless Prevention Services Quarterly Status Reports	1 st Qtr (Jul/Aug/Sept)	10/15/08	1	Contract Manager DCF, Circuit 15 111 S. Sapodilla Avenue West Palm Beach, FL 33401
	2 nd Qtr (Oct/Nov/Dec)	01/15/09		
	3 rd Qtr (Jan/Feb/Mar)	04/15/09		
	4 th Qtr (Apr/May/Jun)	07/15/09		
	Final Report	07/15/09		

- (1) Where the contract requires the delivery of reports to the department, mere receipt by the department shall not be construed to mean or imply acceptance of those reports. It is especially intended by the parties that acceptance of required reports shall constitute a separate act. The department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the resulting contract. The department, at its option, may allow additional time within which the provider may remedy the objections noted by the department or the department may, after having given the provider a reasonable opportunity to complete, make adequate, or acceptable declare this agreement to be in default.

- (2) The provider will maintain and submit to the contract manager on a quarterly, annual, and contract termination basis, all information specified in **Exhibit B (Quarterly Status Report)** by the 15th of the month following the reporting period.
- (3) The provider agrees to provide additional reports that the department may request by written notice.

5. Performance Specifications

a. Performance Measures

The provider shall maintain records documenting the following outcomes:

- (1) 80 households will be provided with financial assistance.
- (2) 85% of all households will remain in current or comparable housing for 90 days.
- (3) 85% of all households are expected to be working towards self-sufficiency within 90 days following contact during the state fiscal year 2008-2009.

b. Performance Measurement Terms

Working Towards Self-Sufficiency – Individuals and/or families who after facing a life crisis and receiving financial assistance are following the guidelines outlined in the Service Plan completed during intake and assessment.

c. Performance Evaluation Methodology

- (1) The methodology for the performance measures contained above are as follows:
 - (a) For Performance Measure (1) the number of households provided with financial assistance will be determined by data obtained from the status report and compiled on a quarterly basis.
 - (b) For Performance Measure (2) the number of households remaining in current or comparable housing at a 3-month follow up contact will be determined by data obtained from the status report and compiled on a quarterly basis. The percentage of compliance will be determined by dividing the number of households who remained in current or comparable housing at a 3-month follow-up contact by the number of households served for at least 3 months.
 - (c) For Performance Measure (3) the number of households working towards self-sufficiency at the 3-month follow up contact will be determined by data obtained from the status report and compiled on a quarterly basis. The percentage of compliance will be determined by dividing the number of households who are working towards self-sufficiency at the 3-month follow-up contact by the number of households served for at least 3-months.
- (2) 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 in this contract. If the provider fails to meet these standards, the department, at its exclusive option, may allow a reasonable period, not to exceed 6 months, for the provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the

department within the prescribed time, and if no extenuating circumstances can be documented by the provider to the department's satisfaction, the department must terminate the contract. The department has the sole authority to determine whether there are extenuating or mitigating circumstances.

6. Provider Responsibilities

a. Provider Unique Activities

(1) The provider is solely and uniquely responsible for the satisfactory performance of the tasks described in section B.1.a. By execution of the contract the provider recognizes its singular responsibility for the tasks, activities, and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishments of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.

(2) Reporting of Missing Children

The provider agrees to follow the procedures in CFOP 175-85, entitled "Prevention, Reporting and Services of Missing Children". The provider will perform the departmental functions described in CFOP 175-85, which correspond to the functional role of this contract.

b. Coordination With Other Providers/Entities

(1) The provider shall actively participate in coalition activities, and shall coordinate its effort with those of the homeless coalition.

(2) The provider shall collaborate with and be a full and active participant in a multi-agency continuum of care. Such continuums typically contain components for homeless outreach, emergency shelter, transitional and supported housing for special needs populations, permanent housing, and support services needed by homeless people at each phase of the continuum.

(3) The failure of other entities does not alleviate the provider from any accountability for tasks or services, which the provider is obligated to perform pursuant to the contract.

7. Department Responsibilities

a. Department Obligations

The department's contract manager will provide technical assistance to the provider as deemed necessary or upon request.

b. Department Determinations

The department has reserved the exclusive right to make certain determinations in these specifications. The absence of the department setting forth a specific reservation of right does not mean that all other areas of the resulting contract are subject to mutual agreement. The department reserves the exclusive right to make any and all determinations which it deems are necessary to protect the best interests of the State of Florida and health, safety, and welfare of the clients who are served by the department either directly or through any of its contracted providers.

c. Monitoring Requirements

- (1) The provider will be monitored in accordance with Children and Families Operating Procedure 75-8 (CFOP 75-8), Contract Monitoring Operating Procedures which can be found at:

<http://ewas.dcf.state.fl.us/asq/doc/075-8.doc>,

and is incorporated herein by reference.

- (2) Comprehensive policy and procedure manuals must be developed and maintained by the provider. All manuals must include the specific requirements necessary to address accounting, purchasing, personnel, and programmatic/clinical components of the agency's practices. All manuals should contain an overview page describing the purpose of the manual, a table of contents, numbered pages, revised/updated regularly and should reflect approval (with dates) by the board of directors (designee).

- (3) The provider will be monitored on the performance measures in Section B.5.a, on a review of the quarterly status report (**Exhibit B, Quarterly Status Report**) and on a review of ten randomly selected case files as specified in Section B.4.b.

C. Method of Payment

1. Payment Clause

This is a cost reimbursement contract. This department shall reimburse the provider for allowable expenditures incurred pursuant to the terms of the contract for a total dollar amount not to exceed \$67,068.00, subject to the availability of funds.

2. Match Requirement

A match of 25 percent, \$22,356.00 is required of this contract. The match contribution will come from staff salaries. Match will be submitted monthly and is documented on the monthly invoice (**Exhibit C**). Match documentation will consist of the employee's name, date of service, hours worked, and the salary for the month.

3. Medicaid Billing

The department and the provider specifically agrees and acknowledge that the Medicaid Program is the payer of last resort; and,

- a. In no event shall the provider bill the Medicaid Program for services or expenses for Medicaid recipients for which the provider has already been paid by any other liable third party; and,
- b. Provide services covered under the Florida Medicaid program for Medicaid recipients may be billed to the Medicaid program by the provider, unless the provider is already being paid by any other liable third party; and,
- c. Authorized provider services to non-Medicaid recipients, or for non-Medicaid covered services, may only be billed to the department or any other non-Medicaid first or third party payer; and,
- d. The provider shall identify and report Medicaid earnings separate from all other fees; and,

- e. Medicaid earnings cannot be used as local match; and,
- f. The provider shall ensure that Medicaid payments are accounted for in compliance with federal regulations; and,
- g. In no event shall both Medicaid and the department be billed for the same service.

4. Invoice Requirements

- a. The provider shall request reimbursement on a monthly basis through submission of a properly completed invoice (**Exhibit C, Invoice**) within 15 days following the end of the month for which reimbursement is being requested. Charges on the invoice must be accompanied by supporting documentation.
- b. Payment may be authorized only for allowable expenditures on the invoice, which are in accord with the limits specified on the approved line item budget (**Exhibit A, Budget**). The approved line item budget may be modified only through amendment to this contract initiated by a written request that includes justification supporting the need for modification. Such modification cannot be made retroactive to a date prior to the execution date of the formal amendment.

5. Supporting Documentation Requirements

- a. Provider's authorization and billing invoice.
 - b. Provider's rent/mortgage agreement, landlord/mortgage invoice statement or eviction/foreclosure notice or rent deposit statement.
 - c. An itemized utility billing statement or financial audit or account history, or deposit statement. A final or past due or disconnect notice must accompany the billing statement, financial audit, or account history.
 - d. Allowable cost is the current/new charge on the utility billing statement, financial audit, or account history.
 - e. Disallowable – Late payment charge and interest fee.
6. The provider must maintain records documenting the total number of clients and names (or unique identifiers) of clients to whom services were provided and the date(s) on which services were provided so that an audit trail documenting services provision is available.

7. MyFloridaMarketPlace Transaction Fee

This contract is exempt from the MyFloridaMarketPlace Transaction Fee in accordance with 60-A-1.032(1)(e), F.A.C.

D. Special Provisions

1. Justification for a one-year contract

The funding for contract is based on an annual grant in aid program award.

- 2. In accordance with CFOP 60-16-Chapter 1, any meeting, conference, workshop, hearing, training, session, seminar or other similar functions sponsored by this department, either as sole sponsor or in conjunction with other agencies, whether such functions are open to the public, designed for department staff, or limited by invitation, must be scheduled in an accessible facility. This includes any training done through contracts. Any publicity or invitation for any of the

above described events shall include a statement in bold print that "Persons needing special accommodations to attend this (EVENT, TRAINING, ETC. (choose one) should contact (NAME, ADDRESS, AND PHONE NUMBER OF CONTACT PERSON) at least seven days in advance so that appropriate arrangements can be made."

3. The provider agrees to cooperate fully with the department including but not limited to the following: responding to all requests for documents and/or subpoenas for records in a timely manner and providing testimony at judicial hearings pursuant to execution of subpoenas
4. The provider agrees to notify the department if an employee is alleged to have committed fraud. As defined in CFOP 180-4, "Fraud" means to commit an intentional violation of law or a deliberate misrepresentation or concealment so as to secure unfair or unlawful financial or personal gain.

5. Contract Renewal

This contract may not be renewed.

E. List of Exhibits

1. **Exhibit A**, Budget
2. **Exhibit B**, Quarterly Status Report
3. **Exhibit C**, Invoice

Exhibit A

Budget
 Contract No.: IF188

Palm Beach County Board of County Commissioners
 Homeless Prevention Services

July 1, 2008 through June 30, 2009

Expenditure Category	Department of Children & Families	Palm Beach County Board of County Commissioners Local Match Contribution
<p><u>Homeless Prevention Services</u></p> <p>Financial assistance to include:</p> <ul style="list-style-type: none"> • Security Deposit, • Rent or mortgage, • Payment of Utilities, and • Food vouchers <p>To 80 individuals and/or families, at a maximum allowance of \$1,000.00 per individual or family.</p>	<p>\$67,068.00</p>	<p>\$0.00</p>
<p><u>Match</u></p> <p>Palm Beach County Division of human Services will contribute amounts indicated for the salaries for:</p> <ul style="list-style-type: none"> • 3 – Casework Supervisors • 4 – Social Worker II • 16 – Social Worker I 	<p>\$0.00</p>	<p>\$22,356.00</p>
<p>TOTAL</p>	<p>\$67,068.00</p>	<p>\$22,356.00</p>

Exhibit C

Invoice

Contract No.: IF188

Provider Name & Address: _____

Contract Period:

July 1, 2008 through June 30, 2009

Month of Invoice: _____

Contract Budget Cost Categories	(1) Approved Budget	(2) Expenditures As of	(3) Expenditures This Period	(4) Expenditures To Date (2 + 3)	(5) Available Budget (1 - 4)
<u>Homeless Prev. Svs.</u> Funds will be used for payment of security deposit, rent, mortgage, utility and food vouchers.					
Match Contribution to salaries of 3 - Casework Supervisors 4 - Social Worker II 16 - Social Worker I					
TOTAL ALL ITEMS					
Total Reimbursement from the Department of Children & Families					

Submitted by: _____ Title: _____ Date: _____

Approved by: _____ Title: _____ Date: _____

Approved by: _____ Title: Contract Manager Date: _____

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's inspector general, the state's Chief Financial Officer 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 \$500,000 or more in Federal awards during 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 during 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), Florida Statutes.

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of 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 during 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(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), 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)
Marietta Moreno
111 South Sapodilla Avenue, 3rd Floor
West Palm Beach, FL 33401
- B. Department of Children & Families (1 electronic copy and management letter, if issued)
Office of the Inspector General, Provider Audit Unit
Building 5, Room 237
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, Chief Financial Officer or 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, Chief Financial

Officer or 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.