



ChildNet, Inc.
Standard Network Provider Subcontract

THIS NETWORK PROVIDER SUBCONTRACT (“Subcontract”) is entered into as of this 1st day of _____, 2017 between ChildNet, Inc., a Florida non-profit corporation (hereinafter “ChildNet”), and _____ a non-profit corporation, (hereinafter “Network Provider”). Hereinafter, ChildNet and the Network Provider may be individually referred to as “Party” or jointly as the “Parties.”

RECITALS

WHEREAS, ChildNet has entered into a contract (the “Master Agreement”) with the Florida Department of Children and Families (the “Department”) setting forth the terms and conditions pursuant to which ChildNet will provide child protective services in Broward and Palm Beach Counties as the lead agency for community based care in Circuits 15 and 17, pursuant to Section 409.987, Florida Statutes; and

WHEREAS, the Master Agreement requires ChildNet to provide services for which ChildNet is ultimately responsible under the Master Agreement through subcontracts with entities and/or individuals serving as network providers; and

WHEREAS, ChildNet desires to retain Network Provider as a subcontractor under the Master Agreement; and

WHEREAS, Network Provider desires to perform services as a subcontractor to ChildNet pursuant to the terms and conditions of the Master Agreement and this Subcontract.

NOW THEREFORE, in consideration of the mutual premises and covenants contained herein, the Parties agree as follows:

ARTICLE I: Definitions

- 1.1 ChildNet Contract Manager – The ChildNet employee who serves as the primary point of contact through which all contracting information flows between ChildNet and the Network Provider.
- 1.2 ChildNet Fiscal Year - An accounting period of 12 consecutive months starting on July 1 and ending on June 30.
- 1.3 Client/Clients – Refers to the children and families served by ChildNet and/or its network providers.
- 1.4 Contract Term - The period of time beginning with the effective date of this Subcontract and ending on the expiration date of the last renewal period (if any), or on such date as this Subcontract is terminated by either party pursuant to the provisions herein.
- 1.5 Department or DCF – The Florida Department of Children and Families.
- 1.6 Network Provider Fiscal Year – Network Provider’s accounting period of 12 consecutive months.

ARTICLE II: Duties of Network Provider

2.1 Services.

- (a) Network Provider shall provide the services identified in **Attachment I** of this Subcontract as a subcontractor to ChildNet under the Master Agreement.
- (b) In performing services under this Subcontract, Network Provider agrees to comply with the provisions of the Master Agreement, **Attachment II**, which are applicable to network providers and/or subcontractors. The terms and conditions of the Master Agreement, **Attachment II**, and any subsequent amendments that are applicable to network providers and/or subcontractors are incorporated by reference and made a part of this Subcontract.
- (c) Network Provider shall comply with all applicable, valid and enforceable state and federal statutory and regulatory requirements including, but not limited to: (i) the reporting requirements for child abuse, neglect or abandonment set forth in Section 39.201, Florida Statutes; and (ii) statutory and regulatory requirements pertaining to documentation and accountability requirements including, but not limited to, those necessary to earn maximum federal funding.
- (d) Network Provider shall possess all licenses required by federal or state law or by local government ordinance for the provision of the services identified in **Attachment I** to this Subcontract.
- (e) Network Provider must be licensed by the Department as a child-placing or child-caring agency if Network Provider will be performing Title IV-E reimbursable services under this Subcontract or if otherwise required by Florida law.

2.2 Quality Assurance and Quality Improvement.

- (a) Network Provider shall comply with any coordination required or documentation reasonably requested by ChildNet in order for ChildNet to conduct periodic external review activities to assure that quality services are achieved and maintained by Network Provider in the performance of services under this Subcontract. In accordance with Section 402.73, Florida Statutes, outcome measures are required in Department contracts and subcontracts thereunder. Network Provider shall be responsible for meeting the applicable outcomes and performance specifications set forth in **Attachment I** to this Subcontract and shall assist ChildNet in meeting the outcomes and performance specifications set forth in the Master Agreement.
- (b) Network Provider shall submit, for review and approval by ChildNet, a Continuous Quality Improvement ("CQI") Plan within 90 calendar days of the effective date of this Subcontract. At a minimum, the CQI Plan must provide for the review of data relating to: incidents, accidents and Client grievances; Client input and satisfactions; performance data; and peer record review data and productivity results from quality improvement projects. Upon request by ChildNet, Network Provider shall additionally participate in evaluation, quality improvement, and staff training activities conducted or coordinated by ChildNet or any other licensing or accrediting body during the term of this Subcontract.

2.3 Cultural Competence.

Network Provider shall develop and implement a cultural competence program to ensure that services are provided in a manner that respects the diversity of Clients and provides

for equal access to quality services. Diversity includes differences in race, national origin, gender, sexual orientation, ethnicity, culture, religion, socioeconomic status, educational level, and physical and intellectual abilities.

2.4 Civil Rights Requirements.

- (a) 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, Network Provider shall not discriminate against any employee in the performance of this contract, or against any applicant for employment, because of age, race, creed, color, disability, national origin, sex, religion or marital status. Network Provider further 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 further subcontractors with whom Network Provider arranges to provide services or benefits to clients or employees in connection with its programs and activities.
- (b) Network Providers who employ more than 15 employees shall complete the Civil Rights Compliance Checklist, CF Form 946 **Attachment III**, in accordance with CFOP 60-16 and 45 CFR 80. The completed form shall be submitted to the Contract Manager within 90 days of contract execution.
- (c) Network Provider shall provide a harassment-free workplace and give any allegation of harassment priority attention and action by management.

2.5 Support to the Deaf or Hard-of-Hearing.

- (a) Network Provider shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504) and the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and the Department's Operating Procedures, CFOP 60-10, Chapter 4, entitled "Auxiliary Aids and Services to Persons with Hearing Impairment.
- (b) If Network Provider employs 15 or more employees, Network Provider shall designate a Single-Point-of-Contact. The name and contact information of the Single-Point-of-Contact shall be furnished to ChildNet's Contract Manager at the time of execution of this contract. This Single-Point-of-Contact shall:
 - i Ensure effective communication with deaf or hard-of-hearing clients in accordance with Section 504 and the ADA.
 - ii Ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance of Section 504 and the ADA. Employees are required to complete the online training: Serving our Customers who are Deaf or Hard of Hearing and attest in writing that they are familiar with the requirements of Section 504 and the ADA and the attestation shall be maintained in the employee's personnel file.
 - iii Ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing clients are posted near where people enter or are admitted within the agency's locations. The approved Notice can be downloaded through the Internet at:
[http://www.dcf.state.fl.us/admin/servicedelivery/docs/Hearing%20Impaired%20\(Combined%20Languages\).pdf](http://www.dcf.state.fl.us/admin/servicedelivery/docs/Hearing%20Impaired%20(Combined%20Languages).pdf).

- (c) If Network Provider serves any client who is deaf or hard-of-hearing, Network Provider shall assist ChildNet in completing monthly compliance forms as requested and forwarded by ChildNet's Single Point of Contact.

2.6 Incident Reporting

Network Provider shall comply with ChildNet's Incident Reporting Identification and Response Policy and Procedures, **Attachment IV**, and the provisions of CFOP 215-6. Network Provider shall be responsible for documenting all incident reports/safety concerns on the ChildNet Incident Reporting Form as specified in ChildNet's procedure. Network Provider shall report incidents within the timeframe established by the procedure and shall submit the form electronically to the e-mail address specified on the form. The completed Monthly Incident Report/Safety Concern Compilation Form and the requested back up documentation also included in ChildNet's Incident Reporting Identification and Response procedure shall be sent to the Contract Manager by the 10th day of each month for the previous month's data.

2.7 Grievance System.

Client Complaints received by ChildNet concerning services rendered by Network Provider shall be resolved in accordance with ChildNet's Client Grievance Policies and Procedures. Network Provider shall submit the information necessary for ChildNet to resolve Client grievances. Network Provider shall also attend hearings and otherwise cooperate with ChildNet in the resolution of Client complaints. If a complaint is made by or on behalf of a Client directly to Network Provider in connection with Network Provider's provision of services under this Subcontract, Network Provider shall notify ChildNet which will handle the complaint in accordance with this section.

2.8 Representations and Warranties.

As part of ChildNet's Network Provider Application and Credentialing process, Network Provider shall complete the Credentialing and Application forms, **Attachment V**, which includes the Affidavit of Service Provider Standards, at the time of contract execution. Additionally, Network Provider represents and warrants to and for the benefit of ChildNet that:

- (a) For the duration of this Subcontract, Network Provider will be licensed and/or certified in accordance with the laws of the United States and the State of Florida as may be applicable to the provision of services to Clients under this Subcontract. Network Provider shall provide to ChildNet evidence of any license and/or certification that is required by law to permit Network Provider to provide the services covered by this Subcontract. Network Provider shall notify ChildNet immediately if any license or certificate held by Network Provider and required for Network Provider to lawfully perform services under this Subcontract is restricted, suspended, revoked, placed in jeopardy, terminated or otherwise the subject of potential disciplinary or penal action by any regulatory authority.
- (b) To the best of the Network Provider's knowledge, there is no pending or threatened litigation, investigation or proceeding involving Network Provider which, if determined adversely, would have a material adverse effect on ChildNet and/or the performance of either Party under this Subcontract or on the performance of ChildNet under the Master Agreement. Furthermore, if during the contract period, any such proceedings are initiated, Network Provider shall immediately notify ChildNet.
- (c) To the best of Network Provider's knowledge, it is not in material violation of any federal, state or local laws, ordinances, rules, regulations, or orders, with which a

failure to comply, in any case or in the aggregate, would have a material adverse effect on ChildNet and/or the performance of either Party under this Subcontract or on the performance of ChildNet under the Master Agreement.

- (d) To the best of Network Provider's knowledge, there has been no event that would materially hinder its performance under this Subcontract, including but not limited to, an event or condition as a result of any pending or proposed laws, rules, regulations, orders, injunctions or litigation. Network Provider shall immediately notify ChildNet if any event occurs during the contract period which could hinder performance.

2.9 Confidentiality of Client Information.

Network Provider shall not use or disclose any information concerning a recipient of services under this Subcontract 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).

2.10 Governing Law.

- (a) This Subcontract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law including Florida provisions for conflict of laws. Venue of any actions arising out of this Subcontract shall lie in Broward County, Florida.
- (b) If this Contract contains federal funds, Network Provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations.
- (c) If this Contract contains over \$100,000 of federal funds, 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). Network Provider shall report any violations of the above to ChildNet which shall, in turn, report such violations to the Department.
- (d) No federal funds received in connection with this Subcontract may be used by Network Provider, or any agent acting for Network Provider, to influence legislation or appropriations pending before the Congress or any State legislature. If this Subcontract contains federal funding in excess of \$100,000, Network Provider must complete at the time of contract execution the Certification Regarding Lobbying form. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the ChildNet Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the ChildNet Contract Manager.
- (e) Unauthorized aliens shall not be employed. ChildNet 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 ChildNet.
- (f) If this Subcontract contains \$10,000 or more of federal funds, 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 45CFR, Part 92, if applicable.

- (g) If this Subcontract contains federal funds and provides services to children up to age 18, 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.

2.11 Professional Qualifications.

- (a) All of Network Provider's owners, operators, employees, agents, independent contractors and volunteers must meet all applicable federal, state, and/or local licensing and/or certification requirements and must satisfy the Level 2 background screening requirements established in Section 435.04, Florida Statutes. Network Provider shall be responsible for ensuring that the Level 2 background screening is completed for each owner, operator, employee, agent, independent contractor and volunteer. The screening process shall include federal and state background checks through the Live Scan equipment and screening process as well as annual county and annual local municipality background checks, initiated by Network Provider.
- (b) The job titles of Network Provider's professional staff shall comply with applicable state licensing requirements and restrictions as established in Section 491.012, Florida Statutes.
- (c) Network Provider shall maintain detailed written policies and procedures regarding recruitment practices, screening procedures, background checks, and training methods for employees, agents, independent contractors, and volunteers. Such policies and procedures shall be made available to ChildNet upon request. Network Provider shall provide regular supervision of its volunteers by its paid staff, including a minimum of one supervisory conference per month with each volunteer, as well as daily availability of paid staff for telephone contact by volunteers. Additionally, Network Provider shall conduct a reference check of any current or former Department or ChildNet employee who applies and is being considered for employment prior to the appointment of the individual.

2.12 Insurance

- (a) At all times throughout the term of this Subcontract and any renewal(s) and extension(s), Network Provider shall maintain continuous insurance coverage in accordance with the following requirements:
- i General Liability – limits of not less than \$1,000,000 per any one occurrence and \$3,000,000 aggregate;
 - ii Auto Liability (to include owned and Non-owned Auto Liability) of not less than \$1,000,000 combined single limit;
 - iii Workers' Compensation Insurance – including Employers Liability limits of not less than \$500,000 each accident, \$500,000 disease each employee, \$500,000 disease policy limit;
 - iv Professional Liability – limits of not less than \$1,000,000 per claim;
 - v Sexual Abuse & Molestation coverage – limits of not less than \$1,000,000 per occurrence.
- (b) Network Provider shall name ChildNet, Inc. as Additional Insured on the required policies listed above, except Worker's Compensation, and the Department of Children and

Families as Additional Insured on the general liability policy only. The additional insured endorsement shall provide coverage for damages caused in whole or in part by the named insured or those working on the named insured's behalf. Network Provider's policies shall be primary and ChildNet's policies "noncontributory." ChildNet, Inc. shall be a certificate holder on Network Provider's Workers' Compensation policy and Network Provider's Worker's Compensation insurer shall provide a waiver of subrogation in favor of ChildNet, Inc. ChildNet shall have the right to prior review and approval of all policies, forms and endorsements purportedly providing Additional Insured coverage for ChildNet.

- (c) For any required coverage that is written on a claims made basis, Network Provider shall maintain a retroactive date that is not later than the effective date of the first contract between ChildNet and Network Provider. Network Provider agrees to maintain continuous claims made coverage and continue to name ChildNet, Inc. as additional insured for a period of not less than 7 years after termination of contract with ChildNet.
- (d) All Network Provider's insurers must be licensed or eligible to do business in Florida, carry an A.M. Best rating of A-VII or better, and give ChildNet written notice of any intention to cancel or refuse to renew the policy at least 30 days prior to cancellation or nonrenewal.
- (e) Network Provider shall ensure that there are no exceptions or exclusionary criteria for foster care related services included in Network Provider's insurance policy that would prohibit such services from being covered by Network Provider's insurance carrier.
- (f) Network Provider shall furnish to ChildNet and the Department a Certificate of Insurance certifying the type and minimum amounts of insurance coverage at the time of execution of this Subcontract, and shall provide ChildNet with updated Certificates of Insurance as needed. Network Provider shall furnish the Additional Insured Endorsement naming ChildNet, Inc. Additional Insured on all required liability coverage. Network Provider shall require the insurer to provide ChildNet and the Department written notice of any intention to cancel or refuse to renew a policy at least 30 days prior to cancellation or nonrenewal. ChildNet is prohibited from entering into any subcontracts with any Network Provider who does not minimally meet the insurance requirements as outlined in Section 409.993(3), Florida Statutes.

2.13 Records: Access, Audits and Retention.

- (a) Network Provider shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices, which sufficiently and properly reflect all income and expenditures of funds provided by ChildNet under this subcontract.
- (b) Network Provider shall 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 years after completion of the contract or longer when required by law. If an audit has been initiated and audit findings have not been resolved at the end of seven years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Subcontract, at no additional cost to ChildNet.
- (c) Upon demand, at no additional cost to ChildNet, Network Provider will facilitate the duplication and transfer of any records or documents during the required retention period in Section 2.13(b).

- (d) Network Provider will 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 ChildNet or the Department.
- (e) At all reasonable times for as long as records are maintained, persons duly authorized by ChildNet, the Department and federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall be allowed full access to and the right to examine any of the Network Provider contracts and related records and documents, regardless of the form in which kept.
- (f) Within 180 days of the close of its fiscal year, Network Provider agrees to submit to ChildNet a certified independent fiscal audit of all its corporate activities and any accompanying management letter(s). This audit shall be conducted in accordance with auditing standards generally accepted in the United States of America and standards contained in the Government Auditing Standards issued by the Comptroller General of the United States. The fiscal audit must also be conducted consistent with the United States Office of Management and Budget Circular A-133, Audit of States, Local Government and Non-Profit Organizations and the Florida Single Audit Act, Florida Section 215.97, Florida Statutes, as applicable. Audit extensions may be granted in writing by the ChildNet Contract Manager upon receipt in writing of such request with appropriate justification by the Network Provider.
- (g) Network Provider shall submit quarterly financial statements to include an income statement, balance sheet, accounts payable aging report and a statement of cash flows. Additionally, a quarterly actual expenditure report compared to budgeted expenses for each separate program which Network Provider subcontracts with ChildNet shall also be submitted. Such quarterly reports shall be submitted by the following dates, January 31, 2017, April 30, 2017 and July 31, 2017. The annual audited financials as referenced in Section 2.13.f. shall substitute for Network provider's 4th quarter income statement, balance sheet and statement of cash flows. A final actual expenditure report compared to budgeted expenses by program shall still be required.
- (h) Late submission of financial statements, independent audits, and/or management letters shall result in suspension of payment under this contract and subsequent contracts until such documents are received and accepted by ChildNet. Suspension of payment shall not excuse Network Provider from continued delivery of service, although ChildNet will pay no invoices (unless otherwise approved in advance and in writing by the Interim Chief Financial Officer until financial statements, independent audits and/or management letters are received and accepted by ChildNet.
- (i) Network Provider shall submit, a financial and compliance audit, as referenced in Section 2.13.f and as outlined in **Attachment VI**, Audit Requirements, to the ChildNet Contract Manager and ensure that all related party transactions are disclosed to the auditor.
- (j) Pursuant to **Attachment VI**, Audit Requirements, any reports, management letters, or other information required to be submitted to ChildNet pursuant to this Agreement shall be submitted within 180 days after the end of the Network Provider's fiscal year or within thirty (30) days of the recipient's receipt of the audit report, whichever occurs first, directly to the ChildNet Contract Manager. Additionally, Network Provider shall ensure that ChildNet receives confirmation of all electronic submissions to the Office of the Auditor General.
- (k) Network Provider will include all aforementioned audit and record keeping requirements in all subcontracts and assignments.

2.14 Monitoring.

- (a) ChildNet shall monitor Network Provider's performance and compliance with the terms and conditions of this Subcontract. Network Provider agrees to comply and cooperate with any monitoring procedures deemed appropriate by ChildNet. Network Provider shall permit ChildNet, the Department, or a designated independent third party evaluator to inspect any records, papers, documents, facilities, goods, and services of Network Provider that are relevant to this Subcontract, and to interview any Clients, Network Provider employees, and subcontractor employees to assure ChildNet of the satisfactory performance of the terms and conditions of this Subcontract. Monitoring may include any and/or all aspects of this Subcontract including, but not limited to, the scope of service, major program goals, manner of service provision, staffing, location, service times, validation of reports submitted to the ChildNet Contract Manager, deliverables, outcomes, and/or performance measures. Network Provider shall comply with ChildNet and Department quality assurance activities designed to ensure compliance with state and federal law, associated administrative rules, regulations, and operating procedures and/or to ensure compliance with the purpose of this Subcontract and the Master Agreement.
- (b) Following the conclusion of formal monitoring activities, ChildNet will deliver to Network Provider a written report of its findings and recommendations. If ChildNet deems necessary, Network Provider will develop a corrective action plan within 30 calendar days of the exit interview which shall address all identified deficiencies, submit it for approval by ChildNet, and implement the approved activities within the agreed upon time frames. In addition to scheduled monitoring, Network Provider is subject to unannounced site visits.
- (c) Reviews of audits as well as limited scope audits may be conducted per OMB Circular A-133 and Section 215.97, Florida Statutes, as revised. Network Provider further agrees to comply with any reviews, investigations, or audits deemed necessary by ChildNet or the Department.

2.15 Financial Penalties.

Financial penalties imposed upon ChildNet by the Department due to Network Provider's noncompliance, nonperformance or unacceptable performance shall be transferred to the Network Provider. Additionally, ChildNet shall require its Network Providers to submit corrective action plans for noncompliance, nonperformance or unacceptable performance of services. Failure to implement or to make acceptable progress on such corrective action plans may result in additional penalties.

2.16 Assignments and Subcontracts.

- (a) Network Provider will neither assign the responsibility for this Subcontract to another party nor subcontract for any of the work contemplated under this Subcontract without prior written approval from the ChildNet Contract Manager. Any subcontract, assignment, or transfer otherwise occurring without prior approval of ChildNet shall be null and void and the Network Provider shall be solely liable for any unauthorized activity that occurred during that period.
- (b) Network Provider shall be responsible for all work performed pursuant to this Subcontract whether actually provided by the Network Provider or its subcontractors. If ChildNet permits Network Provider to subcontract all or part of the work contemplated under this Subcontract, including entering into subcontracts with vendors for services and commodities, it is understood by Network Provider that all

such subcontract arrangements shall be evidenced by a written document subject to prior review and approval by ChildNet. ChildNet shall not be liable to a Network Provider subcontractor in any way for any reason. Network Provider, at its expense, will defend ChildNet against such claims.

- (c) Network Provider agrees that ChildNet shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Subcontract upon prior written notice to Network Provider and approval by the Department under the Master Agreement.

2.17 Client Risk Prevention.

Network Provider shall 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 is binding upon both Network Provider and its employees.

2.18 Patents, Copyrights, and Royalties.

(a) In the event that any intellectual property, inventions, written or electronically created materials, including books, manuals, presentations, films, or other copyrightable materials are produced (arising from the Network Provider, its officers', agents' and/or subcontractors' performance under or in relation to this contract), these items are agreed to be determined works for hire for the benefit of the Department, fully compensated under this contract amount, and that neither the Network Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this contract, or in any way connected herewith. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida. Notwithstanding the foregoing provision, if the Network Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

(b) The Network Provider, without exception, shall indemnify and hold harmless ChildNet and the State of Florida and their employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. The Network Provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the Network Provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the Network 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. If ChildNet uses Federal funds to support this contract, 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 this contract.

2.19 Security Obligations.

- (a) Network Provider shall identify an appropriately skilled individual to function as its Data Security Officer. This Security Officer shall act as the liaison to ChildNet's Security Staff and will maintain an appropriate level of data security for the information Network Provider is collecting or using in the performance of this Subcontract. This 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 provider employees. Additionally, Network Provider shall comply with ChildNet's Policy and Procedures, CN 012-015, Security-User Responsibility, which can be located on ChildNet's website at <http://www.childnet.us/portal/375>.
- (b) Network Provider shall furnish Security Awareness Training to all direct care staff and all staff having access to computers or file information on an annual basis. All new staff must complete the training within 10 days of hire and subsequently on an annual basis. This training shall be conducted on line through the Department's website <http://www.myflfamilies.com/general-information/dcf-training>. Upon completion of the on line training, a certificate will be made available and shall be printed and placed in the staff's personnel file.
- (c) Network Provider shall ensure that all Network Provider employees who have access to ChildNet or Department information are provided a copy of CFOP 50-2 which can be located under "Publications" at the Department's website at <http://www.myflfamilies.com/>. The Department's Security Agreement form (CF114), which is attached hereto as **Attachment VII** must be signed annually and the signed original retained by Network Provider in the employee's personnel file.
- (d) Network Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then Network Provider shall ensure that unencrypted personal and confidential data will not be stored on unencrypted storage devices.
- (e) Network provider agrees to notify the Contract Manager as soon as possible, but no later than (3) business days following the determination of any breach or potential breach of personal and confidential data. Additionally, Network Provider shall provide notice to affected parties no later than 45 days following the determination of any breach of personal or confidential data as provided in s. 817.5681, F.S.
- (f) Network Provider's own system and premise shall be subject to inspection at any time to verify compliance with the security of all client and personal and confidential information.

2.20 Accreditation.

ChildNet is committed to ensuring the provision of the highest quality services. Accordingly, ChildNet 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 or have a plan to meet national accreditation standards. If not accredited, Network Provider will communicate in writing to ChildNet's Contract Manager its anticipated timeframes for becoming accredited, if applicable. Network Provider will submit to the ChildNet Contract Manager all reports generated by such an accrediting entity.

2.21 Testimony.

Upon request by ChildNet, the Department, or a court of law, Network Provider shall provide, without additional compensation from ChildNet, and as a normal and necessary part of the services to be performed under this Subcontract, employees to testify as expert and/or fact witnesses in judicial or administrative proceedings relating to clients served under this Subcontract.

2.22 Transition Services.

Upon expiration or termination of the Master Agreement, Network Provider shall cooperate in transitioning ChildNet's responsibilities under this Subcontract and under the Master Agreement to any other person or entity selected by the Department to assume such responsibilities. This section shall survive the expiration or termination of this Subcontract.

2.23 Data Systems and Management.

Network Provider shall enter all Client and service related data into the data system utilized by ChildNet. This includes but is not limited to data entry into Florida Safe Families Network (FSFN), where applicable. Network Provider shall completely document the provision of services to each Client as required by Chapter 39, Florida Statutes, consistent with ASFA performance standards, Section 90.803(6), Florida Statutes, and ChildNet's policies and procedures.

2.24 Bonding.

Network Provider shall furnish evidence of employee dishonesty/mismanagement of funds insurance to cover all officers, employees and agents of Network Provider authorized to handle funds received or disbursed under this Subcontract. This requirement shall be satisfied through additional insurance coverage or through a fidelity bond. The insurance or bond shall be in an amount commensurate with the funds handled, the degree of risk, as determined by the surety company, and consistent with good business practice and must be approved in advance by ChildNet.

2.25 Emergency Disaster Plan.

Network Provider shall be responsible for the care, maintenance and, if necessary, the relocation of Clients during natural disasters, local emergencies, or other emergency situations requiring significant changes in operations. Network Provider shall submit its Emergency Disaster Plan to ChildNet within 30 days of execution of this Subcontract and must update the plan on a yearly basis. The Emergency Disaster Plan shall include, at a minimum, pre-disaster planning, record protection, method of evacuation (if needed), the address of the emergency or shelter facility to be utilized and the method of notification to ChildNet in the event of an evacuation, and a recovery plan that would allow Network Provider to continue functioning under this Subcontract in the event of an actual disaster. In the event of an emergency, ChildNet may exercise oversight authority over the Network Provider to assure implementation of emergency relief provisions.

2.26 Organizational Profile.

Network Provider will submit a completed/updated profile to First Call for Help on an annual basis used for the purpose of collecting data for the Community Resource Inventory to support coordinated health, education and human services planning in Broward County. In addition, Network Provider shall submit an updated profile if changes are made which impact Network Provider's service delivery including the addition or deletion of programs.

2.27 Client Satisfaction.

Network Provider agrees to administer a client satisfaction survey as part of their CQI plan. An analysis of the survey's results and an action plan to improve areas of service delivery, if warranted by the survey results shall be submitted to the Contract Manager prior to the 10th month of this contract. In addition, Network Provider shall participate in any client satisfaction activities requested by ChildNet. This shall include the administration of client satisfaction surveys developed by ChildNet or required through future development by the Department of Children and Families.

2.28 Health Insurance Portability and Accountability Act Compliance.

Network Provider shall comply with 45 CFR Parts 160, 162, or 164 relating to the security and privacy of client protected health information. Specific responsibilities of Network Provider as described in **Attachment VIII**, HIPAA Provisions, shall include notifying clients about their privacy rights, designating a Privacy Officer, adopting and implementing privacy policy and procedures which minimally establish safeguards to protect the privacy of health care information and set boundaries on the use of release of health records, and training employees so they understand such policies and procedures.

2.29 Mandatory Reporting Requirements.

In accordance with the Department's added mandatory reporting requirements under CFOP 75-2, Network Provider must comply with and inform its employees of the following mandatory reporting requirements which include incidents of fraud, waste, and abuse. Each employee of the Network Provider in connection with this contract who has any knowledge of a reportable incident shall report such incident as follows:

- (a) reportable incidents that may involve an immediate or impending impact on the health or safety of client shall be immediately reported to the ChildNet Contract Manager; and
- (b) other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at <http://www.myflfamilies.com/about-us/office-inspector-general> or by completing a Notification/Investigation Request (from CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myflfamilies.com. The Network Provider, and any subcontractor, may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428.
- (c) a reportable incident is defined in CFOP 180-4 as follows:
 - i Inappropriate employee acts or omissions that result in client injury, abuse, neglect or death;
 - ii Fraud;
 - iii Theft;
 - iv Breaches of confidentiality, unless inadvertent and self-reported (e.g., revealing a reporter's name, providing confidential documents to unauthorized persons, access of client files for non-business reasons, providing information from client files such as medical or benefits information, etc.) immediately upon confirmation by the circuit/region:
 - v Falsification of official records (e.g., intentional alteration of state documents, misrepresentation of information during an official proceeding, intentional falsification of client case records, including but not limited to case notes, client contact reports, visitation records, or client home visits, creating false and fictitious files, etc.);

- vi Misuse of position or state property, employees, equipment or supplies for personal gain or profit (e.g., misuse of telephonic and communication devices, use of staff for personal services, soliciting on state time and state property, conspiracy to conceal missing state property, misuse of the internet to conduct personal business as defined by policy, etc.);
- vii Failure to report known or suspected neglect or abuse of a client;
- viii Improper expenditure or commitment of public funds;
- ix Contract mismanagement (e.g., misuse, waste, or loss of a significant amount of public funds, evidence of egregious lack of judgment in the use of public funds, evidence that state or federal laws, or state rules or federal regulations have been violated, etc.);
- x Computer related misconduct (e.g., accessing FLORIDA, the Florida Safe Families Network (FSFN), HomeSafeNet, FAHIS, or any other system files of clients without a legitimate business reason with the client, accessing inappropriate or pornographic web-sites, sending threatening or harassing messages, misuse of email, etc.);
- xi Any violation under CH. 435, F.S., Title XXXI, Employee Screening, that would result in disqualification from client contact duties (e.g., convicted of murder, manslaughter, assault and battery, kidnapping, false imprisonment, sexual battery, theft, robbery child abuse, abuse and neglect of an elderly or disabled adult, sale of a controlled substance, resisting arrest, contributing to delinquency of a minor, or other disqualifying offense); or,
- xii Any other wrongdoing that would be a violation of statute, rule, regulation or policy, excluding job performance and related deficiencies.

2.30 Whistleblower's Act Requirements.

In accordance with subsection 112.3187(2), F.S., Network Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, the Network Provider and/or its subcontractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. Network Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

2.31 Proprietary or Trade Secret Information.

- (a) Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. Any claim by the Network Provider of proprietary or trade secret confidentiality for any information contained in the Network Provider's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted in connection with this contract will be waived, unless the claimed confidential information is submitted in accordance with the paragraph below.
- (b) The Network Provider must clearly label any portion of the documents, data or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as proprietary or trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Network Provider shall include information correlating the nature of the claims to the particular protected information.

- (c) ChildNet and/or the Department, when required to comply with a public records request including documents submitted by the Network Provider, may require the Network Provider to expeditiously submit redacted copies of documents marked as confidential or trade secret in accordance with the paragraph above. Accompanying the submission shall be an updated version of the justification stated in the paragraph above, correlated specifically to redacted information. The redacted copy must exclude or obliterate only those exact portions that are claimed to be proprietary or trade secret. If the Network Provider fails to promptly submit a redacted copy and updated justification in accordance with this paragraph, ChildNet and/or the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.
- (d) ChildNet and/or the Department is not obligated to agree with the Network Provider's claim of exemption on the basis of proprietary or trade secret confidentiality and the Network Provider shall be responsible for defending its claim that each and every portion of the redactions of proprietary or trade secret information are exempt from inspection and copying under Florida's Public Records Law.

2.32 Employment Eligibility Verification

- (a) Definitions. As used in this clause—

“Employee assigned to the contract” means all persons employed during the contract term by Network Provider to perform work pursuant to this contract within the United States and its territories, and all persons (including subcontractors) assigned by Network Provider to perform work pursuant to this contract.

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime provider or another subcontractor.

- (b) Enrollment and verification requirements.

- (1) Network Provider shall:

- (i) Enroll as a provider in the E-Verify program within 30 calendar days of contract execution;
- (ii) Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility. All new employees assigned by Network Provider to perform work pursuant to the contract shall be verified as employment eligible within 3 business days after the date of hire.

- (2) Network Provider shall comply, for the period of performance of this contract, with the following requirements of the E-Verify program enrollment:

- (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate a provider's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such case, Network Provider will be referred to a DHS or SSA suspension or debarment official.

- (ii) During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, Network Provider is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar, then Network Provider must reenroll in E-Verify.
- (c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify> .(d) *Individuals previously verified.* Network Provider is not required by this clause to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by Network Provider through the E-Verify program.
- (e) *Individuals performing work prior to the E-verify requirement.* Employees assigned to and performing work pursuant to this contract prior to July 1, 2011 do not require employment eligibility verification through E-verify.
- (f) *Evidence.* Use of the E-Verify system will be maintained in the employee's personnel file.
- (g) *Subcontracts.* Network Provider shall include the requirements of this clause, including this paragraph (g) in each subcontract.

2.33 Clients Participating in Research

In accordance with ChildNet's Clients Participating in Research Policy and Procedures, **Attachment IX**, Network Provider shall ensure that clients referred by ChildNet do not participate in any research project without completing ChildNet's consent form which includes a statement that the individual's participation is voluntary; a statement that services will continue to be provided to the individual regardless of their decision to participate; an explanation of the nature and purpose of the research; and a description of possible risks or discomfort to the client. A copy of the signed consent form shall be forwarded to ChildNet's Director of Service Coordination.

ARTICLE III: Compensation and Billing

3.1 Compensation for Services.

ChildNet shall pay Network Provider for contracted services according to the terms and conditions of **Attachment I** and pursuant to the payment schedule set forth therein subject to the availability of funds. The Department's performance and obligation to pay ChildNet under the Master Agreement, and ChildNet's performance and obligation to pay Network Provider under this Subcontract is contingent upon an annual appropriation by the Legislature. In no event shall the annual maximum amount payable by ChildNet to Network Provider for the term of this contract exceed \$_____. Subject to Sections 3.2(a) – (b) herein, payment to Network Provider will be made within 45 days after ChildNet's receipt of a timely and properly completed invoice.

3.2 Submission of Invoices.

- (a) Network Provider shall submit invoices to ChildNet in the manner and format described in **Attachment I** to this Contract. An original invoice on the form prescribed plus two copies and all required back-up documentation shall be received by the ChildNet Contract Manager within ten days after the end of each month for all services provided during such month. Invoices that are submitted past the ten days will be processed with the following month's invoice and result in a delay of payment according to the subsequent month's reimbursement date. In no event, regardless of

the cause or circumstance, will ChildNet be responsible or liable for payment of any invoice submitted to ChildNet more than 90 days after the end of the month in which the services were rendered.

- (b) ChildNet shall not be obligated to make any payment to Network Provider if Network Provider does not follow ChildNet's invoicing and billing procedures, unless and until necessary corrections are made by Network Provider. Within 15 working days of receipt of an invoice from Network Provider, ChildNet shall provide notice to Network Provider of any invoice requiring correction or back-up documentation, including the reason for the required correction/back-up documentation. Network Provider shall have 30 days from the time of notification by ChildNet to correct problems with its invoices.
- (c) Final invoice for payment shall be submitted to ChildNet no more than 15 days after the contract ends or is terminated. If Network Provider fails to do so, all payments are forfeited and ChildNet will not honor any requests for reimbursement after the aforesaid period.

3.3 Coordination of Benefits.

Network Provider shall not bill and/or receive payment from more than one funding source for the same unit of service. Network Provider shall cooperate fully with ChildNet in providing information and performing tasks necessary to receive reimbursement from any third party payors. If Network Provider receives any payment from a third party payor for services delivered to a Client and for which Network Provider already has been paid by ChildNet, then the payment to Network Provider from ChildNet for subsequent invoices will be reduced by the amount paid by the third party payor. If there are no subsequent invoices, the overpayment shall be returned by Network Provider to ChildNet.

3.4 Return of Funds.

Network Provider shall return to ChildNet any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Subcontract. In the event that Network Provider or its independent auditor discovers that an overpayment has been made, Network Provider shall repay ChildNet the total amount overpaid immediately without prior notification from ChildNet. In the event that ChildNet first discovers an overpayment has been made, ChildNet will notify the Network Provider in writing. Should repayment not be made forthwith, ChildNet reserves the right to withhold and/or offset the overpayment against any monies due Network Provider for services. Additionally, Network Provider will be charged at the lawful rate of interest on the outstanding balance after ChildNet notification or Network Provider discovery.

ARTICLE IV: Term and Termination

4.1 Contract Term.

The term of this Contract shall be effective as of _____ and shall remain in full force and effect until _____, unless sooner terminated pursuant to the terms of this Subcontract. This Subcontract may be renewed each year for an additional twelve consecutive months by mutual agreement of the Parties, subject to the termination provisions specified in this Subcontract and subject to modification of the fee schedule as set forth in **Attachment I**. This Subcontract shall automatically terminate upon termination or expiration of the Master Agreement.

4.2 Termination.

This Subcontract may be terminated with cause by either party giving 60 calendar days written notice to the other party. However, this Subcontract may be terminated or suspended by ChildNet without prior notice if ChildNet determines that Network Provider poses a risk of danger to any Client, or if ChildNet's contract with the Department is terminated. In the event of termination without prior notice, ChildNet shall provide Network Provider with written notice within 24 hours of the termination. In the event that this Subcontract is terminated, regardless of the circumstances of termination, Network Provider shall continue to serve any Clients receiving services from Network Provider prior to the termination notice for 90 days after receipt of such notice or any shorter period of time required to allow for an appropriate transition of such Clients to other Network Providers with minimum disruption in service delivery. During such transition period, Network Provider and ChildNet will continue to operate in accordance with the terms of this Subcontract, which shall remain in effect until all invoices are resolved and all final payments have been made to Network Provider. The Subcontract provisions Section 2.9 (Confidentiality of Client Information), Section 2.13 (Records: Access, Audits, and Retention), Article V (Indemnification) and Section 7.3 (Dispute Resolution) shall survive the termination of this Subcontract.

ARTICLE V: Indemnification

- 5.1 To the extent permitted by Florida Law, Network Provider shall indemnify, save, defend, and hold harmless ChildNet, Inc. from any and all claims, demands, actions, causes of action whatever nature or character, arising out of or by reason of the execution of this agreement or performances, acts or omissions of the service provide for herein. It is understood and agreed that the Network Provider is not required to indemnify ChildNet, Inc. for claims, demands, actions or causes of action arising solely out of ChildNet's negligence.

ARTICLE VI: Relationship of the Parties

- 6.1 Independent Contractor.

Network Provider is an independent contractor of ChildNet and may not be considered or permitted to be an officer, employee, or agent of the State of Florida, except where Network Provider is a state agency. Network Provider may not represent to others that it has the authority to bind the Department by virtue of this subcontract unless specifically authorized in writing to do so. This subcontract 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. Nothing herein shall create or shall be construed as creating a partnership, joint venture, agency or any other relationship between ChildNet and Network Provider. Neither Network Provider nor any of Network Provider's employees or representatives will be deemed or construed to be an employee of ChildNet for any reason including, but not limited to, the Federal Unemployment Tax Act, any workers' compensation laws or income tax withholding laws. Network Provider shall have sole responsibility for the payment of all federal, state and local taxes applicable to Network Provider's services and services provided by Network Provider's employees, agents, independent contractors, and volunteers under this Subcontract.

ARTICLE VII: Miscellaneous

- 7.1 Liaison.

ChildNet shall act as the sole liaison between Network Provider and the Department with respect to any and all services provided and Clients served under this Subcontract.

- 7.2 Media Relations.

Contract #: _____

Network Provider shall make reasonable efforts to coordinate with ChildNet in providing information in response to media inquiries concerning this Subcontract and/or services provided under this Subcontract. Media includes television, newspaper, radio and the Internet. As required by Section 286.25, Florida Statutes, if Network Provider is a non-government organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Subcontract, it shall, in publicizing, advertising or describing the sponsorship of the program state: "Sponsored by ChildNet, Inc., [Network Provider's name] and the State of Florida, Department of Children and Families." If the sponsorship reference is in written material, the words "ChildNet, Inc" and "State of Florida, Department of Children and Families" shall appear in the same size letters or type as the name of the Network Provider.

7.3 Dispute Resolution.

Network Provider and ChildNet agree to cooperate in resolving any differences in interpreting the Subcontract or to resolve disputes as to the adequacy of the parties' compliance with their respective obligations under the Subcontract. Within five working days of the execution of this Subcontract, each party shall designate one person to act as the party's representative for dispute resolution purposes, and shall notify the other party of the person's name and business address and telephone number. Within five working days from delivery to the designated representative of the other party of a written request for dispute resolution, the representatives will conduct a face to face meeting for the purpose of resolving the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the Chief Executive Officer of the respective parties. Upon referral to this second step, the Chief Executive Officers shall confer in an attempt to resolve the issue. Nothing herein precludes ChildNet or Network Provider from seeking relief from a court of law relating to any differences or disputes arising under this Subcontract. The court of competent jurisdiction shall be in Broward County, Florida. This obligation will survive termination or expiration of this Subcontract.

7.4 Gratuities.

Network Provider agrees that it will not offer to give or give any gift to any ChildNet employee. As part of the consideration for this Subcontract, Network Provider agrees that this provision will survive the Subcontract for a period of two years.

7.5 Force Majeure.

In the event that either Party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Subcontract it is agreed that, upon such Party giving notice of the reasonable particulars of such Force Majeure in writing or by facsimile to the other Party within a reasonable time after the occurrence of the cause of such instance Force Majeure, the obligations of the Party giving such notice, including payment obligations, shall be suspended during the continuance of any inability so caused, but for no longer period. The cause of a Force Majeure event shall be remedied by the Party claiming Force Majeure as soon as possible with all responsible dispatch. Notwithstanding the foregoing, in the event that either party is unable to perform substantially its obligations hereunder due to an instance of Force Majeure for a period of 30 consecutive days, then any other Party, without waiver of any other remedies it may have in law or equity, may terminate this Subcontract upon 30 days prior written notice. For purposes of this Subcontract, the term "Force Majeure" means any cause occurring from time to time, whether or not of a kind hereinafter enumerated or otherwise, which is not as of the time in question reasonably within the control of the Party claiming Force Majeure, is not caused by that Party's negligence, and which, by the exercise of due

diligence, such Party is unable, wholly or in part to prevent or overcome, including but not limited to:

- i Acts of God, including but not limited to epidemics, land slides, lightning, earthquakes, fires, storms, floods, and wash-outs;
- ii Strikes, lock-outs, or other industrial disturbances;
- iii Acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; and
- iv Arrests, orders, directives, or restraints of government agencies, either state or federal, civil or military.

7.6 Amendment or Modification.

ChildNet may amend or modify any provision of this Subcontract upon 30 days written notice to Network Provider. Failure of Network Provider to object in writing to such amendment or modification during the 30-day notice period shall constitute acceptance of such amendment or modification by Network Provider. All amendments will be presented in writing.

7.7 Authorized Representatives.

The undersigned individuals represent that they are properly and legally authorized to enter into this Contract on behalf of the entity named above their respective signatures.

7.8 Waiver.

ChildNet's failure to demand performance of any provision of this contract shall not be deemed a waiver of such performance. ChildNet's waiver of any one breach of any provision of this contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this contract. Any waiver by either party of a violation of any provision of this Contract shall not be considered a waiver of any subsequent violation. The provisions in this contract do not limit ChildNet's right to remedies at law or in equity.

7.9 Notices.

Any notice, request or other communication required or permitted hereunder must be in writing and will be deemed to have been duly given if personally delivered, sent by facsimile transmission or mailed, first class, postage prepaid, to the other party at its mailing address identified in this Subcontract.

7.10 Inurement.

This Subcontract shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Nothing contained in this Subcontract, express or implied, is intended to confer upon any other person or entity any benefits, rights or remedies.

7.11 Headings.

The headings in this Subcontract are inserted for convenience or reference only and shall not affect the meaning or construction hereof.

7.12 Entire Agreement.

This Subcontract represents the entire understanding between the Parties relative to the matters addressed herein. There are no restrictions, promises, warranties or undertakings other than those set forth or referred to herein.

7.13 Attorneys' Fees.

In the event of litigation arising out of or in connection with the enforcement of this Subcontract or any dispute arising out of this Subcontract, the prevailing party shall be entitled to recover all attorneys' fees, costs and incidental expenses incurred in connection with such litigation proceeding, including all costs or fees incurred on appeal.

7.14 Severability.

If any term, provision, covenant or restriction of this Subcontract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect.

7.15 Counterparts.

This Subcontract and any amendments hereto may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, binding on all Parties hereto and the signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. The Parties shall execute two (2) originals of this Subcontract. One original will be retained by ChildNet and the second original will be retained by the Network Provider.

The remainder of this page was intentionally left blank.

By signing this contract, both parties agree that they have read and agree to the contents therein.

IN WITNESS WHEREOF, the parties hereto have caused this 22 page Subcontract and all referenced attachments and exhibits to be executed by their undersigned officials as duly authorized.

Network Provider:

ChildNet, Inc.:

Signature

Signature

Name

Emilio Benitez
Name

Title

President/CEO
Title

Date

Date

Contract Manager Name:

Mailing Address:

Mailing Address:

ChildNet, Inc.
1100 W. McNab Road,
Fort Lauderdale, FL 33309

Email Address

Email Address

Mailing address of the official payee to whom payment shall be made if different than above

Attachments:

- Attachment I- Program Specific Requirements
- Attachment II- Master Agreement
- Attachment III- Civil Rights Compliance Checklist
- Attachment IV- Incident Reporting Identification and Response Policy and Procedures
- Attachment V- Network Provider Credentialing and Application Forms
- Attachment VI- Audit Requirements
- Attachment VII- Security Agreement Form
- Attachment VIII- HIPAA Provisions
- Attachment IX- Clients Participating in Research

Network Provider
Fiscal Year _____
Fed. ID # _____