

Florida Department of Children and Families
Economic Self Sufficiency Community Partner Agreement

Section I: Parties

This Agreement, hereinafter referred to as "Agreement", is entered into between The City of North Port, Florida, hereinafter referred to as the "Community Partner", and the Florida Department of Children and Families hereinafter referred to as "Department".

Section II: Background

The mission of the Department is to work in partnership with local communities to protect the vulnerable, promote strong and economically self-sufficient families, and advance personal and family recovery and resiliency. For purposes of this Agreement, a Community Partner will assist the Department in achieving its mission by working with individuals and families to increase access to services, resources, and information to become and remain economically self-sufficient.

A Community Partner serves as an additional access point for individuals who are seeking assistance with applying for food assistance (Supplemental Nutrition Assistance Program or SNAP), cash assistance (Temporary Assistance for Needy Families or TANF), and/or Medicaid. A Community Partner cannot charge a customer for this service.

Additionally, the Community Partner shall provide one or more of the following services:

- Transportation services.
- Childcare services;
- Employment and/or education services, including mentoring and assistance with literacy and clothing;
- Homelessness services, including shelters, housing stability, and rent and/or utilities assistance;
- Mental health/substance abuse services, including counseling and crime victim services;
- Refugee or immigration services;
- Food assistance services, including food pantries and meal distribution;
- Domestic support services, including home visits and family violence services;
- Case management services, including home visits, counseling, and financial literacy assistance;
- Health care services, including dental, pregnancy, and public health services; and/or
- Recidivism reduction and re-integration services.

Section III: Definitions

1. Community Partner – For this agreement only, a Community Partner is defined as an independent entity that offers to serve as an additional access point for applicants and recipients of ESS programs, benefits, services, and activities, and that has been approved by ESS, and provided read-only access to specific ESS systems.
2. Employee – When referring to employees of the Community Partner, this means all persons employed during the Agreement term by the Community Partner.
3. ESS – Office of Economic Self-Sufficiency housed within Florida's Department of Children and Families.

4. ESS Customer – A person who applies for participation in Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families, or Medicaid eligibility.
5. Point of Contact - The Community Partner must designate a Point of Contact (POC) to communicate with the Department. The signatory of this document will be deemed the Community Partner's POC unless otherwise indicated.

Section IV: Department Responsibilities

1. The Department shall provide guidance and assistance to Community Partner in its performance of this Agreement on an "as needed" basis during the Department's normal business hours and days of operation. To request assistance, a Community Partner can contact a department representative at hqw.ess.partner@myflfamilies.com
2. A representative from the Department will provide responses to questions or concerns related to the provision of services provided under the Agreement.
3. A representative from the Department will maintain such communications as necessary to ensure that the Community Partner is satisfied with the services performed pursuant to this Agreement.
4. The Department will provide the Community Partner employees with the necessary Department forms and informational resources.
5. The Department may provide ESS program signage, paper applications, and public assistance programs literature as needed at no cost to the Community Partner. The Community Partner must notify the Department of the need for additional literature in a timely manner based on its local demand levels.
6. The Department will offer training to the Community Partner regarding the Department's policies and procedures. The list of available trainings is provided in the ESS Community Partner Guide.
7. The Department will provide read-only access to the Community Partner for limited ESS systems.
8. The Department shall assign the Community Partner an identification number.
9. The Department shall provide a unique Uniform Resource Locator (URL) that contains the Community Partner's identification number and must be used to submit all applications for benefits.
10. The Department will complete the interview and eligibility determination process on completed applications received from the Community Partner site(s), including timely notifying applicants of the eligibility decision, the availability of hearing rights, and how fair hearings may be requested.

Section V: Partner Responsibilities

1. The Community Partner agrees to serve as an additional access point for ESS customers applying for benefits through the Department under this Agreement at no cost to the Department or ESS customers served pursuant to this Agreement. If the Department is notified that the Community Partner is charging customers for services related to the ESS program, the Department has the authority to terminate the Agreement immediately.
2. The Community Partner shall notify the Department of any established Community Partner site closures of more than 10 consecutive business days.
3. The Community Partner agrees to serve the general public OR is a medical provider serving a limited population and the Community Partner acknowledges that location and services may

be advertised on the Department's website, including MyFloridaMyFamily.com, and marketing materials as deemed appropriate by the Department.

4. The Community Partner must 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 of 1-800-962-2873 (1-800-96ABUSE). This requirement is binding upon the Community Partner and its officers, agents, and employees, as required by Chapters 39 and 415, F.S.
5. The Community Partner agrees to make available to the general public OR, if a medical provider, to the limited population it serves, the resources specified in the ESS Community Partner Guide for Community Partners.
6. The Community Partner shall provide aid requested by the ESS customer, including helping ESS customers with establishing their own MyACCESS account; providing information available in the ESS customer's read-only access profile; and assisting the customer in contacting the Department when needed. The Community Partner does not administer any public benefit services for the Department and should never represent that it does.
7. The Community Partner shall receive client referrals, appropriate to the partner's capacity and offered services, from the Department's Hope Florida – A Pathway to Prosperity initiative to deliver services and remove barriers to economic self-sufficiency for our mutual clients.
8. The Community Partner must participate in online or other training sessions provided by the Department including but not limited to the following areas:
 - a. HIPPA Information and Action
 - b. Security Awareness.
 - c. ACCESS Self-Service Portal Training
 - d. ACCESS Going Paperless: E-mail Notifications and Online Notices
 - e. Voter Registration Training
 - f. Service Delivery for the Deaf or Hard-of-Hearing
 - g. Remote Check-in for ACCESS Customers
9. The Community Partner shall use the Department-assigned URL to submit all benefits applications completed at its site(s). Instructions for using the URL for each site and computer used to submit benefits applications is provided in the ESS Community Partner Guide.
10. The Community Partner may be subject to an annual on-site or desk review conducted by the Department to ensure compliance of this agreement.

Section VI: Emergency Services

In the event of a need for emergency services, such as during a declared State of Emergency, pursuant to section 252.36(2), F.S., or public health emergency pursuant to section 381.00315, F.S., the Department may allow a Community Partner to offer additional assistance to better serve ESS customers.

Section VII: Safeguards Regarding the Use and Disclosure of Data

1. The Community Partner and its employees shall not use or disclose any information concerning ESS customers pursuant to this Agreement or any applicant information or materials for any purpose prohibited by state or federal law or regulations.

2. The Community Partner shall provide the latest Department's security awareness training to its employees who have access to the Department's information.
3. The Community Partner shall make every effort to protect and avoid unauthorized release of any personal or confidential Department data by ensuring both data and storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the Community Partner shall assure that unencrypted personal and confidential Department data will not be stored on unencrypted storage devices. For additional guidance on disposal of written ESS customer records, please review the ESS Partner Guide.
4. The Community Partner shall notify the Department, within 10 calendar days, not to exceed 45 days (if good cause is submitted in writing within the first 30 calendar days) and provide notice to all affected parties no later than 30 calendar days following the determination of any potential breach of personal or confidential Department data as provided in section 501.171, Florida Statute (F.S.).
5. The Community Partner shall, where applicable, comply with the Health Insurance Portability and Accountability Act ("HIPAA") (42 U.S.C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

Section VIII: Amendments

The name and contact information of the SPOC of either Party, or the address of the Community Partner, may be amended by letter, fax, or email by one Party to the other advising of any change of the SPOC's information. Otherwise, this Agreement may be amended only by written agreement signed by both the Department and the Community Partner.

Section IX: Legal

1. This Agreement is being executed and entered in the State of Florida and will be construed, performed, and enforced in all respects in accordance with Florida law, excluding Florida provisions for conflict of laws, and applicable Federal law. State Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Agreement and the venue shall be in Leon County, Florida.
2. The Community Partner and its employees, agents, and representatives will not, without the Department's prior written consent in each instance, use in advertising, publicity, or any other promotional endeavor, any State or Department mark, the name of the State's or Department's mark, the name of the State or Department or any State or Department affiliate or any officer or employee of the State or Department, or represent, directly or indirectly, that any product or service provided by the Community Partner has been approved or endorsed by the State or Department, or refer to the existence of this Agreement in press releases, advertising, or materials distributed to the Community Partner's prospective customers.
3. To the extent permitted by Florida law, the Community Partner agrees to indemnify, defend, and hold harmless the Department, its officers, employees, agents, and volunteers, and the State of Florida from all demands, fines, claims, assessments, suits, settlements, judgments, damages, including consequential, special, indirect, and punitive damages, or other costs or expenses of any every name of description (including but not limited to court costs and attorney's fees), arising from or relating to any violation or infringement of a trademark, copyright, patent, trade secret, or other intellectual property right; any acts, intentional or wrongful actions, omissions, breaches of contract or other duty, or negligence of the Community Partner its employees, agents, subcontractors, assignees, or delegates related to this Agreement; or any determination arising from or relating to this Agreement that the

Community Partner or Community Partner's employees are not independent contractors in relation to the Department or the State of Florida. This Agreement does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Department may provide the Community Partner (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the Community Partner's sole expense, and (3) assistance in defending the action at Community Partner's sole expense. The indemnification obligations contained in this paragraph do not apply if Community Partner is a governmental entity that lacks the legal authority to indemnify. Community Partner's indemnification obligations survive termination or expiration of this Agreement.

Section X: Duration of Agreement

1. This Agreement will supersede all prior agreements, both verbal and written, related to the services provided pursuant to this Agreement, and become effective based on the Effective Date of the Agreement as shown below.
2. This Agreement shall be effective on the last Party signature date, and shall end at midnight, Eastern time, two years after the date of execution, subject to remaining reporting due for any period during which the contract was effective. This Agreement may be renewed in accordance with Sections 287.057(13) or 287.058(1)(q), F.S., and with federal approval.

Section XI: Termination

1. This Agreement can be terminated by either Party without cause upon no less than 14 calendar days, with a notice in writing to the other Party by mail or any other delivery service, unless an earlier time is mutually agreed upon in writing.
2. This Agreement can be terminated immediately for cause by either Party with 24-hour notice.
3. The Community Partner's SPOC shall be responsible for informing the Department of performance concerns of which the Community Partner becomes aware that limits or prevents the Community Partner from serving customers, including changes to hours of operation and location, and for providing the Department with documentation required by this Agreement in a timely manner.



State of Florida
Department of Children and Families

Ron DeSantis
Governor

Shevaun L. Harris
Secretary

Florida Department of Children and Families
ESS Program Partner
Community Partner Agreement Signature Page

ESS Program Partner organization's full legal name:

City of North Port Social Services Division

Partner designated single point of contact (SPOC):

Lead Janet Carrillo

Partner SPOC title: Social Services Manager

Partner Signature:

Janet Carrillo

Date:

3/13/2024

Partner SPOC phone number: 941-429-3700

Partner email address: socialservices@northportfl.gov

DCF SPOC name:

Dawn Murray

DCF SPOC title:

Director of Partnership and Prevention
Florida Department of Children and Families

DCF SPOC Signature:

Date:

**Florida Department of Children and Families
Economic Self Sufficiency Community Partner Agreement**

Additional Signature Page

CITY OF NORTH PORT, FLORIDA

ALICE WHITE
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY