

Contract No. LH828  
CFDA No(s). \_\_\_\_\_  
CSFA No(s). 60.115

Client Services ☒ Non-Client ☐  
Subrecipient ☒ Vendor ☐  
Federal Funds ☐ State Funds ☒

**THIS CONTRACT** is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and **Seminole County Board of County Commissioners**, hereinafter referred to as the "Provider". If this document is denoted above as a GRANT AGREEMENT, the term "Contract" as it may appear hereinafter shall be construed to mean "Grant" or "Grant Agreement" as the context may provide. Similarly, the term "Provider" shall be construed to mean "Grantee" and the term "Contract Manager" shall be construed to mean "Grant Manager".

The section headings contained in this contract are for reference purposes only and shall not affect the meaning or interpretation of this contract.

The Department and Provider agree as follows:

## 1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

### 1.1 Purpose and Contract Amount

The Department is engaging the Provider for the purpose of **implementing a three year Criminal Justice Mental Health Substance Abuse Reinvestment Grant pursuant to s. 394.656, F.S.**, as further described in Section 2, payable as provided in Section 3, in an amount not to exceed \$1,200,000.00.

### 1.2 Official Payee and Party Representatives

1.2.1 The name, address, telephone number and e-mail address of the Provider's official payee to whom the payment shall be directed on behalf of the Provider are:

Name: Seminole County Board of County Commissioners

Address: Attention: Seminole County Finance  
PO Box 8080

City: Sanford State: FL Zip Code: 32772

Phone: \_\_\_\_\_ Ext: \_\_\_\_\_ E-mail: \_\_\_\_\_

1.2.2 The name, address, telephone number and e-mail of the Provider's contact person responsible for the Provider's financial and administrative records:

Name: George Woodring, Grant Administrator

Address: Seminole County BOCC 1101 East First Street

City: Sanford State: FL Zip Code: 32771-1468

Phone: 407-665-7168 Ext: \_\_\_\_\_ E-mail: \_\_\_\_\_

1.2.3 The name, address, telephone number and e-mail of the Provider's representative responsible for

Per section 402.7305(1)(a), Florida Statutes (F.S.), the Department's Contract Manager is the primary point of contact through which all contracting information flows between the Department and the Provider. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party.

### 1.3 Effective and Ending Dates

This Contract shall be effective **November 1, 2021** or the last party signature date, whichever is later. The service performance period under this Contract shall commence on **November 1, 2021** or the effective date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **October 31, 2024**, subject to the survival of terms provisions of Section 7.4. This contract may be renewed in accordance with SS. 287.057(13) or 287.058(1)(g), F.S.

administration of the program under this Contract (and primary point of contact) are:

Name: Jennifer Benghuzzi

Address: 2415 North Monroe Street  
Suite 400, B-109

City: Tallahassee State: FL Zip Code: 32303

Phone: 850-717-4348 Ext: \_\_\_\_\_ E-mail:

jennifer.benghuzzi@myflfamilies.com

1.2.4 The name, address, telephone number and e-mail address of the Contract Manager for the Department for this Contract are:

Name: Amanda Hamer, Project Coordinator

Address: Resource Management Department  
Seminole County Government  
1101 East 1st Street

City: 850-717-4348 State: FL Zip Code: 32303

Phone: 407-665-7171 Ext: \_\_\_\_\_ E-mail:

ahamer@seminolecountyfl.gov

## 1.4 Contract Document

This Contract is composed of the documents referenced in this section.

1.4.1 The definitions found in the Standard Contract Definitions, located at: <http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf> are incorporated into and made a part of this Contract. Additional definitions may be set forth in Exhibit A, Special Provisions.

1.4.2 The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract.

1.4.3 The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 9, as provided therein.

1.4.4 In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

1.4.4.1 Exhibits A through F;

1.4.4.2 Any documents incorporated into any exhibit by reference, or included as a subset thereof;

1.4.4.3 This Standard Contract;

1.4.4.4 Any documents incorporated into this Contract by reference;

1.4.4.5 Attachments 1 through 2.

## 2. STATEMENT OF WORK

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by the Department to the extent that it prescribes a fixed price payment method or does not provide a method of payment for added tasks.

### 2.1 Scope of Work

The Scope of Work is described in Exhibit B.

### 2.2 Task List

The Provider shall perform all tasks set forth in the Task List, found in Exhibit C, in the manner set forth therein.

### 2.3 Deliverables

The Deliverables are described in Exhibit D.

### 2.4 Performance Measures

2.4.1 The performance measures for acceptance of deliverables are set forth in Exhibit D, Section D-4.

2.4.2 To avoid contract termination, Provider's performance must meet the minimum acceptable level of performance set forth in Exhibit E, Minimum Performance Measures, Section E-1, regardless of any other performance measures in this Contract. By execution of this Contract, the Provider hereby acknowledges and agrees that its performance under the Contract must meet these Minimum Performance Measures and that it will be bound by the conditions set forth therein. If the Provider fails to meet these measures, the Department, at its exclusive option, may allow a reasonable period, not to exceed six (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. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

## 3. PAYMENT, INVOICE AND RELATED TERMS

The Department shall pay for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1, subject to the availability of funds and

satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department per Section 3.1 and shall remain subject to subsequent audit or review to confirm contract compliance. 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.

### **3.1 Prompt Payment and Vendor Ombudsman**

Per 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 elsewhere specifies otherwise. Department determination of acceptable services shall be conclusive. Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. For any amount that is authorized for payment but 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 (or within thirty-five (35) days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

### **3.2 Method of Payment**

The Provider shall be paid in accordance with Exhibit F.

### **3.3 Invoices**

**3.3.1** The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Contract, the Provider shall 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.

**3.3.2** The final invoice for payment shall be submitted to the Department no more than 60 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 performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

### **3.4 Financial Consequences**

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply financial consequences as provided for in Section 6.1. The parties agree that the penalties provided for under Section 6.1 constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per Section 6.2 and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 3.5, to the extent of such error. Financial consequences directly related to the deliverables under this Contract are defined in Exhibit F.

### **3.5 Overpayments and Offsets**

The Provider shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Department and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the Provider or its auditor or upon written notice by the Department, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the Department from the Provider under this or any other contract or agreement. If this contract involves federal or state financial assistance, the following applies: The Grantee shall return to the Department any unused funds; any accrued interest earned; and any unmatched grant funds, as detailed in the Final Financial Report, no later than 60 days following the ending date of this Contract.

### **3.6 MyFloridaMarketPlace Transaction Fee.**

This Contract is **exempt from** the MyFloridaMarketPlace transaction fee.

## **4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE**

### **4.1 Compliance with Statutes, Rules and Regulations**

In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Contract.

### **4.2 State Policies**

The Provider shall comply with the policies set forth in the Department of Financial Services' Reference Guide for State Expenditures and active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing.

### **4.3 Independent Contractor, Subcontracting and Assignments**

**4.3.1** In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees as a result of performing the duties or obligations of this Contract.

**4.3.2** 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. 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 and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

**4.3.3** The Provider may subcontract under this Contract

**4.3.3.1** The Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of the Department, which shall not be unreasonably withheld. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida.

**4.3.3.2** The Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by 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 relating to this Contract.

**4.3.3.3** The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.

**4.3.4** To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall 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 (0.5%) 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.

### **4.4 Provider Indemnity**

Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this Contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms will also apply:

**4.4.1** If the Provider removes an infringing product because it is not reasonably able to modify that product or secure the Department the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.

**4.4.2** Further, the Provider shall indemnify the Department for all costs and attorneys' fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure; or arising from or relating to the scope of the Provider's redaction of the record, as provided for under Section 5.3, including litigation initiated by the Department.

**4.4.3** The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Provider of performance under this provision, in which case the Department shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

## **4.5 Insurance**

The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. Upon the execution of this Contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Department reserves the right to require additional insurance as specified in this Contract.

## **4.6 Notice of Legal Actions**

The Provider shall notify the Department of potential or actual legal actions taken against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact the Department. The Provider shall notify the Department's Contract Manager within ten (10) days of Provider becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

## **4.7 Intellectual Property**

All intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of the Department, fully compensated for by the Contract amount. Neither the 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. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

**4.7.1** If the Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in Exhibit A as having specific limitations, 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. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by the Department its employees, agents or contractors during the term of this Contract and perpetually thereafter.

**4.7.2** 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. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

## 4.8 Transition Activities

Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Contract and shall support the requirements for transition as specified in a Department-approved Transition Plan, which shall be developed jointly with the new provider in consultation with the Department.

## 4.9 Real Property

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, if the Provider 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.

## 4.10 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 agency or affiliate or any officer or employee of the State, or any State program or service, 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.

## 4.11 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.

## 4.12 Employee Gifts

The Provider agrees that it will not offer to give or give any gift to any Department employee during the service performance period of this Contract and for a period of two years thereafter. 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.

## 4.13 Mandatory Reporting Requirements

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows:

**4.13.1** A reportable incident is defined in CFOP 180-4, which can be obtained from the Contract Manager.

**4.13.2** Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Contract Manager.

**4.13.3** Other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at [IG.Complaints@myflfamilies.com](mailto:IG.Complaints@myflfamilies.com). The Provider and subcontractor may also mail the completed form to the Department of Children and Families, Office of Inspector General, The Center, 2415 Monroe Street, Suite 400 - I, Tallahassee, Florida, 32303; or via fax at (850) 488-1428.

#### 4.14 Employment Screening

**4.14.1** The Provider shall ensure that all staff utilized by the Provider and its subcontractors (hereinafter, "Contracted Staff") that are required by Florida law and by CFOP 60-25, Chapter 2, which is hereby incorporated by reference to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

**4.14.1.1** Employment history checks;

**4.14.1.2** Fingerprinting for all criminal record checks;

**4.14.1.3** Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

**4.14.1.4** Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and

**4.14.1.5** Security background investigation, which may include local criminal record checks through local law enforcement agencies.

**4.14.1.6** Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

**4.14.2** The Provider shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

**4.14.3** The Department requires, as applicable, the use of the Officer of Inspector General's Request for Reference Check form (CF 774), which states: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families or a Contract or sub-contract provider, a check with the Office of Inspector General (IG) is required to determine if the individual is or has been a subject of an investigation with the IG's Office. The request will only be made on the individual that is being recommended to be hired for the position if that individual has previously worked for the Contract or sub-contract provider, or if that individual is being promoted, transferred or demoted within the Contract or sub-contract provider."

#### 4.15 Human Subject Research

The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §§ 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

#### 4.16 Coordination of Contracted Services

Section 287.0575, F.S., mandates various duties and responsibilities for certain State agencies and their contracted service providers, and requires the following Florida health and human services agencies to coordinate their monitoring of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs, and Department of Veterans Affairs, where applicable.

In accordance with section 287.0575(2), F.S., each contract service provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of their health and human services contracts to their respective Contract Manager(s). The list must include the following information:

**4.16.1** Name of each contracting State agency and the applicable office or program issuing the contract.

**4.16.2** Identifying name and number of the contract.

**4.16.3** Starting and ending date of each contract.

**4.16.4** Amount of each contract.

**4.16.5** A brief description of the purpose of the contract and the types of services provided under each contract.

#### 4.16.6 Name and contact information of each Contract Manager.

### 5. RECORDS, AUDITS AND DATA SECURITY

#### 5.1 Records, Retention, Audits, Inspections and Investigations

5.1.1 The Provider shall 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. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 5.1.2. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

5.1.2 Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained 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 under 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.

5.1.3 At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 2 CFR § 200.336, 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.

5.1.4 A financial and compliance audit shall be provided to the Department as specified in this Contract and in Attachment 1.

5.1.5 The Provider shall 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.).

5.1.6 No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

#### 5.2 Inspections and Corrective Action

The Provider shall permit all persons who are 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 may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's direction. This provision will not limit the Department's choice of remedies under law, rule, or this contract.

#### 5.3 Provider's Confidential and Exempt Information

5.3.1 By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. The Provider, upon written request of the Department, shall promptly provide a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

5.3.2 Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:

5.3.2.1 Provider must clearly label as trade secret, any portion of the documents, data, or records submitted that it considers to be trade secret, as defined in Section 812.081(1)(c), F.S., and exempt from public inspection or disclosure pursuant to Florida's Public Records Law. 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 Provider shall include information correlating the nature of the claims to the particular protected information.



5.3.2.2 The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 5.3.2.1. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.1, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

5.3.3 The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

#### 5.4 Health Insurance Portability and Accountability Act

☐ The Provider certifies that neither it nor its subcontractors will have access to, receive or provide Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (42 U.S.C. § 1320d.) and the regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) incidental to performance of this Contract.

☒ In compliance with 45 CFR § 164.504(e), the Provider shall comply with the provisions of Attachment 2 to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to the Provider's performance of this Contract.

#### 5.5 Information Security

The Provider shall comply with, and be responsible for ensuring subcontractor compliance as if they were the Provider with, the following information security requirements whenever the Provider or its subcontractors have access to Department information systems or maintain any client or other confidential information in electronic form:

5.5.1 An appropriately skilled individual shall be identified by the Provider to function as its Information Security Officer. The Information Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of information security for Department information systems or any client or other confidential information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to Department information systems or any client or other confidential information. The Information Security Officer will ensure that any access to Department information systems or any client or other confidential information is removed immediately upon such access no longer being required for Provider's performance under this contract.

5.5.2 The Provider shall provide the latest Departmental security awareness training to all who request or have access, through the Provider's access, to Department information systems or any client or other confidential information.

5.5.3 All who request or have access, through the Provider's access, to Department information systems or any client or other confidential information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the Contract Manager.

5.5.4 The Provider shall prevent unauthorized disclosure or access, from or to Department information systems or client or other confidential information. Client or other confidential information on systems and network capable devices shall be encrypted per CFOP 50-2.

5.5.5 The Provider agrees to notify the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

5.5.6 The Provider shall, at its own cost, comply with section 501.171, F.S. The Provider shall also, at its own cost, implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

#### 5.6 Public Records

5.6.1 The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. As required by section

287.058(1)(c), F.S., 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 this Contract.

**5.6.2** As required by section 119.0701, F.S., to the extent that the Provider is acting on behalf of the Department within the meaning of section 119.011(2), F.S., the Provider shall:

**5.6.2.1** Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.

**5.6.2.2** Upon request from the Department's custodian of public records, provide to the Department a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

**5.6.2.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to the Department.

**5.6.2.4** Upon completion of the contract, transfer, at no cost, to the Department all public records in possession of the Provider or keep and maintain public records required by the Department to perform the service. If the Provider transfers all public records to the Department upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

**5.6.3 IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT [DCFCustodian@MYFLFAMILIES.COM](mailto:DCFCustodian@MYFLFAMILIES.COM), OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, THE CENTRE SUITE 400, 2415 MONROE STREET, TALLAHASSEE, FL 32303.**

## **6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION**

### **6.1 Financial Penalties for Failure to Take Corrective Action**

**6.1.1** In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., should the Department require a corrective action to address noncompliance under this Contract, incremental penalties listed in section 6.1.2 through section 6.1.3 shall be imposed for Provider failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the Department to complete corrective action, but shall not exceed ten (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. These penalties do not limit or restrict the Department's application of any other remedy available to it under law or this Contract.

**6.1.2** 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, in accordance with the following standards.

**6.1.2.1** Noncompliance that is determined by the Department 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.

**6.1.2.2** 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.

**6.1.2.3** Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

6.1.3 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.

## 6.2 Termination

6.2.1 In accordance with Section 22 of PUR 1000 Form, this Contract may be terminated by the Department without cause upon no less than thirty (30) calendar days' notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.

6.2.2 This Contract may be terminated by the Provider upon no less than one-hundred and twenty (120) calendar days' notice in writing to the Department unless another notice period is mutually agreed upon in writing.

6.2.3 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. The Department shall be the final authority as to the availability and adequacy of funds.

6.2.4 In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Provider, excluding Saturday, Sunday, and Holidays. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Contract. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department'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. The provisions herein do not limit the Department's right to remedies at law or in equity.

6.2.5 Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider. To be terminated under this provision, the Provider must have:

6.2.5.1 Previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or

6.2.5.2 Had a contract terminated by the Department for cause.

6.2.6 In the event of termination under Sections 6.2.1 or 6.2.3, the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.

6.2.7 If this Contract is for an amount of \$1 Million or more, the Department may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this contract, the Department may terminate this contract at any time the Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

## 6.3 Dispute Resolution

6.3.1 Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department, which shall be reduced to writing and a copy of the decision shall be provided to the Provider by the Contract Manager. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Department's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution.

6.3.2 After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract.

6.3.3 After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the exhibits or other attachments, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties.

6.3.4 Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.

6.3.5 This section shall not limit the parties' rights of termination under Section 6.2.

6.3.6 All notices provided by the Department under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.3 via the U.S. Postal Service or any other delivery service that provides verification of delivery, or via hand delivery. All notices provided by the Provider under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.4 via U.S. Postal Service or any other delivery service that provides verification of delivery, or via hand delivery.

## **7. OTHER TERMS**

### **7.1 Governing Law and Venue**

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 Florida law, without regard to Florida provisions for conflict of laws. State Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be in Leon County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

### **7.2 No Other Terms**

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.

### **7.3 Severability of Terms**

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.

### **7.4 Survival of Terms**

Unless a provision hereof expressly states otherwise, all provisions hereof concerning obligations of the Provider and remedies available to the Department survive the ending date or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment.

### **7.5 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.

### **7.6 Anticompetitive Agreements**

The Provider will not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Department or a provider of services to the Department.

### **7.7 Communications**

Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication in writing, such communication includes email, and attachments thereto are deemed received when the email is received.

### **7.8 Accreditation**

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 the Department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

## **7.9 Transitioning Young Adults**

The Provider understands the Department's interest in assisting young adults aging out of the dependency system. The Department encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

## **7.10 DEO and Workforce Florida**

The Provider understands that the Department, the Department of Economic Opportunity, 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 Department of Economic Opportunity and Workforce Florida.

## **7.11 Purchases by Other Agencies**

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.045, Florida Administrative Code, if requested by another agency. Other State agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

## **7.12 Unauthorized Aliens**

Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Department for violation of section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider and its subcontractors will enroll in and use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employees assigned to the contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

## **7.13 Civil Rights Requirements**

These requirements shall apply to the Provider and 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.

**7.13.1** The Provider shall comply with the provisions 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 the Provider shall not 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.

**7.13.2** The Provider shall not 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, Parts 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.

**7.13.3** If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within thirty (30) days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

## **7.14 Use of Funds for Lobbying Prohibited**

The Provider shall 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.

## **7.15 Public Entity Crime and Discriminatory Contractors**

Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate 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; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business 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.

## **7.16 Whistleblower's Act Requirements**

In accordance with subsection 112.3187, F.S., the 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, agencies or independent contractors 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. The 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.

## **7.17 PRIDE**

Articles which are the subject of or are required to carry out this Contract shall be purchased 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.

## **7.18 Recycled Products**

The Provider shall 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, F.S.

## **8. FEDERAL FUNDS APPLICABILITY**

The terms in this section apply if Federal Funds are used to fund this Contract.

### **8.1 Federal Law**

**8.1.1** The Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 2 CFR, Part 200, and other applicable regulations.

**8.1.2** 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 if applicable.

**8.1.3** If this Contract contains over \$150,000 of Federal Funds, 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 (2 CFR, Part 1500). The Provider shall report any violations of the above to the Department.

**8.1.4** No Federal Funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor 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. 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.

**8.1.5** If this Contract 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 or the imposition of an administrative compliance order on the responsible entity, or both.

**8.1.6** If the Provider is a federal subrecipient or pass-through entity, then the Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**8.1.7** If the Provider is a federal subrecipient or pass through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine whether or not its subcontracts are being awarded to a "contractor" or a "subrecipient," as those terms are defined in 2 CFR, Part 200. If a Provider's subcontractor is determined to be a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

## **8.2 Executive Compensation Reporting**

Annually on or before May 1 Provider will complete and return the Executive Compensation Annual Report found [here](#).

## **8.3 Federal Whistleblower Requirements**

Pursuant to Section 11(c) of the OSH Act of 1970 and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act can be found at this website: <http://www.whistleblowers.gov>.

## **9. CLIENT SERVICES APPLICABILITY**

The terms in this section apply if the box for Client Services is checked at the beginning of this Contract.

### **9.1 Client Risk Prevention**

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. The Provider shall immediately report any 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.

### **9.2 Emergency Preparedness Plan**

If the tasks to be performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this contract, submit to the Contract Manager an emergency preparedness plan which shall include provisions for 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 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. No later than twelve months following the Department's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary. The Department agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assume implementation of agreed emergency relief provisions.

### **9.3 Support to the Deaf or Hard-of-Hearing**

**9.3.1** The Provider and its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and CFOP 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.

**9.3.2** If the Provider or any of its subcontractors employs 15 or more employees, such Provider and subcontractor shall each designate a Single-Point-of-Contact to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database by the 5<sup>th</sup> business day of the month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The name and contact information for the Provider's Single-Point-of-Contact shall be furnished to the Department's Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

**9.3.3** The Provider shall, within thirty (30) days of the effective date of this requirement, contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.

**9.3.4** The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and their subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

**9.3.5** The Provider's Single-Point-of-Contact will 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 customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The Provider and its subcontractors. The approved Notice is available at: <http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters>.

**9.3.6** The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

**9.3.7** If customers or companions are referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

**9.3.8** The Department requires each contract/subcontract provider agency's direct service employees to complete training on [serving our Customers who are Deaf or Hard-of-Hearing](#) and sign the Attestation of Understanding. Direct service employees performing under this Contract will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

#### **9.4 Confidential Client and Other Information**

Except as provided in this Contract, the Provider shall not use or disclose but shall protect and maintain the confidentiality of any client information and any other information made confidential by Florida law or Federal laws or regulations that is obtained or accessed by the Provider or its subcontractors incidental to performance under this Contract.

**9.4.1** State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 741.3165 and 916.107, F.S.

**9.4.2** Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. § 2020(e)(8), 42 U.S.C. § 602 and 2 CFR § 200.303 and 2 CFR § 200.337, 7 CFR § 272.1(c), 42 CFR §§ 2.1-2.3, 42 CFR §§ 431.300-306, 45 CFR § 205.

**9.4.3** A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

#### **9.5 Major Disasters and Emergencies**

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department and payment will be issued upon FEMA approval and reimbursement.



By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described in Section 1.4.

IN WITNESS THEREOF, the parties hereto have caused this 42 page Contract to be executed by their undersigned officials as duly authorized.

PROVIDER: Seminole County Board of County Commissioners FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature: _____	Signature: _____
Print/Type _____	Print/Type _____
Name: <u>Lee Constantine</u>	Name: <u>Shevaun L. Harris</u>
Title: <u>Chairman</u>	Title: <u>Secretary</u>
Date: _____	Date: _____

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

Federal Tax ID # (or SSN): 59-6000-856 Provider Fiscal Year Ending Date: 09/30.  
The Remainder of this Page Intentionally Left Blank.

ATTEST:

By: \_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

For the use and reliance Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_, 2021, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

## EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 9 of the Integrated Standard Contract, as provided herein:

### **A-1 ENGAGEMENT, TERM AND CONTRACT DOCUMENT**

#### **Program Specific Terms**

In addition to the provisions of **Section 1.4.1**, the following definitions apply to this Grant Agreement.

##### **A-1.1 Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant Program, hereinafter referred to as “Program”**

The program created in s. 394.656, F.S., which provides funding to counties which they may use to plan, implement, or expand initiatives that increase public safety, avert increased spending on criminal justice, and improve the accessibility and effectiveness of treatment services for adults and juveniles who have a mental illness, substance abuse disorder, or co-occurring mental health and substance abuse disorders and who are in, or at risk of entering, the criminal or juvenile justice systems.

##### **A-1.2 Criminal Justice, Mental Health, and Substance Abuse Technical Assistance Center, hereinafter referred to as “TAC”**

The center created in s. 394.659, F.S., which provides information and technical support to counties and agencies in implementing the Reinvestment Grant Program.

##### **A-1.3 Managing Entity (ME)**

As defined in s. 394.9082(2)(e), F.S.

##### **A-1.4 Strategic Plan**

A document that is the result of a formal systemic and stakeholder planning process that documents participation by stakeholders; is data and research driven; establishes a path to the accomplishment of prioritized goals and objectives; and describes an intended outcome and measurable targets of achievement. If the Grantee participated in Sequential Intercept Mapping, the document, produced as a result of that mapping, can serve as the Strategic Plan.

### **A-2 STATEMENT OF WORK**

There are no additional provisions to this section of the Standard Contract.

### **A-3 PAYMENT, INVOICE AND RELATED TERMS**

In addition to the provisions of **Section 3.5.**, the Grantee shall return to the Department any unused funds; any accrued interest earned; and any unmatched grant funds, as detailed in the Final Financial Report, no later than 60 days following the ending date of this Grant Agreement.

### **A-4 GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE**

#### **A-4.1 Coordination of Contracted Services**

In addition to the terms of **Section 4.16.**, the Grantee shall coordinate services provided under this Grant Agreement with the Managing Entity responsible for the coordinated system of care in the Service Location covered by this Grant Agreement.

**A-4.1.1** The Grantee shall submit a copy of this Grant Agreement and any amendments or renewals to the Managing Entity within 30 days of execution.

**A-4.1.2** The Grantee shall provide contact information to the Managing Entity for a designated service coordinator.

**A-4.1.3** The Grantee shall participate in coordinated system of care activities sponsored by the Managing Entity to support systemic referral coordination, needs assessment, planning, development, data collection, resource sharing and related activities of the Managing Entity.

**A-4.2** **Exhibit A1** contains additional state and federal laws, rules, and regulations applicable to performance under this Grant Agreement.

## **A-5 RECORDS, AUDITS AND DATA SECURITY**

In Section 5.5.3, replace "CF 0114" with "CF112".

## **A-6 PENALTIES, TERMINATION AND DISPUTE RESOLUTION**

There are no additional provisions to this section of the Standard Contract.

## **A-7 OTHER TERMS**

### **A-7.1 Financial Assistance**

As a recipient of state financial assistance, the Grantee shall be in compliance with s. 215.97, F.S. Expenditures of state financial assistance shall be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. The Grant Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Grant Agreement. Any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

### **A-7.2 Property**

**A-7.2.1** The word "property" as used in this section means equipment, fixtures, and other property of a non-consumable and non-expendable nature, the original acquisition cost or estimated fair market value of which is \$5,000 or more and the normal expected life of which is one year or more. This definition also includes hardback-covered bound books that are circulated to students or the general public, the original acquisition cost or estimated fair market value of which is \$25 or more, hardback-covered bound books, the cost or value of which is \$250 or more, and all computers. Each item of property which it is practicable to identify by marking shall be marked in the manner required by the Auditor General. Each custodian shall maintain an adequate record of property in his or her custody, which record shall contain such information as shall be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian shall take an inventory of property in his or her custody. The inventory shall be compared with the property record, and all discrepancies shall be traced and reconciled. All publicly supported libraries shall be exempt from marking hardback-covered bound books, as required by this section. The catalog and inventory control records maintained by each publicly supported library shall constitute the property record of hardback-covered bound books with a value or cost of \$25 or more included in each publicly supported library collection and shall serve as a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing shall be traced and reconciled, and the library inventory shall be adjusted accordingly.

**A-7.2.2** If any property is purchased by the Grantee with funds provided by this Grant Agreement, the Grantee shall inventory all nonexpendable property including all computers. A copy of which shall be submitted to the Department along with the expenditure report for the period in which it was purchased. At least annually the Grantee shall submit a complete inventory of all such property to the Department whether new purchases have been made or not.

**A-7.2.3** The inventory shall include, at a minimum, the identification number; year and/or model; a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the Vehicle Identification Number (VIN) and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost.

**A-7.2.4** The Grant Manager must provide disposition instructions to the Grantee prior to the end of the Grant Agreement period. The Grantee cannot dispose of any property that reverts to the Department without the Grant Manager's approval. The Grantee shall furnish a closeout inventory no later than 30 days before the completion or termination of this Grant Agreement. The closeout inventory shall include all nonexpendable property including all computers purchased by the Grantee. The closeout inventory shall contain, at a minimum, the same information required by the annual inventory.

**A-7.2.5** The Grantee hereby agrees that all inventories required by this Grant Agreement shall be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value shall be agreed upon by both the Grantee and the Department and shall be used in place of the original acquisition cost.

**A-7.2.6** Title (ownership) to and possession of all property purchased by the Grantee pursuant to this Grant Agreement shall be vested in the Department upon completion or termination of this Grant Agreement. During the term of this Grant

Agreement, the Grantee is responsible for insuring all property purchased by or transferred to the Grantee is in good working order. The Grantee hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Grantee shall be responsible for repaying to the Department the replacement cost of any property inventoried and not transferred to the Department upon completion or termination of this Grant Agreement. When property transfers from the Grantee to the Department, the Grantee shall be responsible for paying for the title transfer.

**A-7.2.7** If the Grantee replaces or disposes of property purchased by the Grantee pursuant to this Grant Agreement, the Grantee is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Grantee's annual inventory.

**A-7.2.8** The Grantee hereby agrees to indemnify the Department against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the Grantee pursuant to this Grant Agreement.

**A-7.2.9** A formal contract amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

#### **A-8 FEDERAL FUNDS APPLICABILITY**

There are no additional provisions to this section of the Standard Contract.

#### **A-9 CLIENT SERVICES APPLICABILITY**

There are no additional provisions to this section of the Standard Contract.

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## **EXHIBIT A1 – SAMH PROGRAMMATIC STATE AND FEDERAL LAWS, RULES, AND REGULATIONS**

The provider and its subcontractors shall comply with all applicable state and federal laws, rules and regulations, as amended from time to time, that affect the subject areas of the contract. Authorities include but are not limited to the following:

### **A1-1 FEDERAL AUTHORITY**

#### **A1-1.1 Block Grants Regarding Mental Health and Substance Abuse**

##### **A1-1.1.1 Block Grants for Community Mental Health Services**

42 U.S.C. ss. 300x, et seq.

##### **A1-1.1.2 Block Grants for Prevention and Treatment of Substance Abuse**

42 U.S.C. ss. 300x-21 et seq.

45 CFR Part 96, Subpart L

#### **A1-1.2 Department of Health And Human Services, General Administration, Block Grants**

45 CFR Part. 96

#### **A1-1.3 Charitable Choice Regulations Applicable to Substance Abuse Block Grant and PATH Grant**

42 CFR Part 54

#### **A1-1.4 Confidentiality Of Substance Use Disorder Patient Records**

42 CFR Part 2

#### **A1-1.5 Security and Privacy**

45 CFR Part 164

#### **A1-1.6 Supplemental Security Income for the Aged, Blind and Disabled**

20 CFR Part 416

#### **A1-1.7 Temporary Assistance to Needy Families (TANF)**

42 U.S.C. ss. 601 - 619

45 CFR, Part 260

#### **A1-1.8 Projects for Assistance in Transition from Homelessness (PATH)**

42 U.S.C. ss. 290cc-21 – 290cc-35

#### **A1-1.9 Equal Opportunity for Individuals with Disabilities (Americans with Disabilities Act of 1990)**

42 U.S.C. ss. 12101 - 12213

#### **A1-1.10 Prevention of Trafficking (Trafficking Victims Protection Act of 2000)**

22 U.S.C. s. 7104

2 CFR Part 175

#### **A1-1.11 Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)**

2 CFR Part 182

2 CFR Part 382

### **A1-2 FLORIDA STATUTES**

#### **A1-2.1 Child Welfare and Community Based Care**

Ch. 39, F.S. Proceedings Relating to Children

Ch. 402, F.S. Health and Human Services: Miscellaneous Provisions

#### **A1-2.2 Substance Abuse and Mental Health Services**

Ch. 381, F.S.	Public Health: General Provisions
Ch. 386, F.S.	Particular Conditions Affecting Public Health
Ch. 394, F.S.	Mental Health
Ch. 395, F.S.	Hospital Licensing and Regulation
Ch. 397, F.S.	Substance Abuse Services
Ch. 400, F.S.	Nursing Home and Related Health Care Facilities
Ch. 414, F.S.	Family Self-Sufficiency
Ch. 458, F.S.	Medical Practice
Ch. 464, F.S.	Nursing
Ch. 465, F.S.	Pharmacy
Ch. 490, F.S.	Psychological Services
Ch. 491, F.S.	Clinical, Counseling, and Psychotherapy Services
Ch. 499, F.S.	Florida Drug and Cosmetic Act
Ch. 553, F.S.	Building Construction Standards
Ch. 893, F.S.	Drug Abuse Prevention and Control
S. 409.906(8), F.S.	Optional Medicaid Services – Community Mental Health Services

#### **A1-2.3 Developmental Disabilities**

Ch. 393, F.S.	Developmental Disabilities
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#### **A1-2.4 Adult Protective Services**

Ch. 415, F.S.	Adult Protective Services
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#### **A1-2.5 Forensics**

Ch. 916, F.S.	Mentally Ill And Intellectually Disabled Defendants
Ch. 985, F.S.	Juvenile Justice; Interstate Compact on Juveniles
S. 985.19, F.S.	Incompetency in Juvenile Delinquency Cases
S. 985.24, F.S.	Use of detention; prohibitions

#### **A1-2.6 State Administrative Procedures and Services**

Ch. 119, F.S.	Public Records
Ch. 120, F.S.	Administrative Procedures Act
Ch. 287, F.S.	Procurement of Personal Property and Services
Ch. 435, F.S.	Employment Screening
Ch. 815, F.S.	Computer-Related Crimes
Ch. 817, F.S.	Fraudulent Practices
S. 112.061, F.S.	Per diem and travel expenses of public officers, employees, and authorized persons
S. 112.3185, F.S.	Additional standards for state agency employees
S. 215.422, F.S.	Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
S. 216.181(16)(b), F.S.	Advanced funds for program startup or contracted services

### **A1-3 FLORIDA ADMINISTRATIVE CODE**

### **A1-3.1 Child Welfare and Community Based Care**

- Ch. 65C-13, F.A.C. Foster Care Licensing
- Ch. 65C-14, F.A.C. Child-Caring Agency Licensing
- Ch. 65C-15, F.A.C. Child-Placing Agencies

### **A1-3.2 Substance Abuse and Mental Health Services**

- Ch. 65D-30, F.A.C. Substance Abuse Services Office
- Ch. 65E-4, F.A.C. Community Mental Health Regulation
- Ch. 65E-5, F.A.C. Mental Health Act Regulation
- Ch. 65E-10, F.A.C. Psychotic and Emotionally Disturbed Children - Purchase of Residential Services Rules
- Ch. 65E-11, F.A.C. Behavioral Health Services
- Ch. 65E-12, F.A.C. Public Mental Health Crisis Stabilization Units and Short Term Residential Treatment Programs
- Ch. 65E-14, F.A.C. Community Substance Abuse and Mental Health Services - Financial Rules
- Ch. 65E-20, F.A.C. Forensic Client Services Act Regulation
- Ch. 65E-26, F.A.C. Substance Abuse and Mental Health Priority Populations and Services

### **A1-3.3 Financial Penalties**

- Ch. 65-29, F.A.C. Penalties on Service Providers

## **A1-4 MISCELLANEOUS**

### **A1-4.1 Department of Children and Families Operating Procedures**

- CFOP 155-10 / 175-40 Services for Children with Mental Health and Any Co-Occurring Substance Abuse or Developmental Disability Treatment Needs in Out-of-Home Care Placements
- CFOP 155-11 Title XXI Behavioral Health Network
- CFOP 155-47 Processing Referrals From The Department Of Corrections
- CFOP 215-6 Incident Reporting and Analysis System (IRAS)

### **A1-4.2 Standards applicable to Cost Principles, Audits, Financial Assistance and Administrative Requirements**

- S. 215.425, F.S. Extra Compensation Claims prohibited; bonuses; severance pay
- S. 215.97, F.S. Florida Single Audit Act
- S. 215.971, F.S. Agreements funded with federal or state assistance
- Ch. 69I-42, F.A.C. Travel Expenses
- Ch. 69I-5, F.A.C. State Financial Assistance
- CFO's Memorandum No. 01
  - Contract and Grant Reviews and Related Payment Processing Requirements
- CFO's Memorandum No. 02
  - Reference Guide for State Expenditures
- Comptroller's Memorandum No. 04
  - Guidance on all Contractual Service Agreements Pursuant to Section 215.971, Florida Statutes
- CFO's Memorandum No. 20
  - Compliance Requirements for Agreements

2 CFR, Part 180	Office of Management and Budget Guidelines to Agencies on Government Wide Debarment and Suspension (Non-procurement),
2 CFR, Part 200	Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, available at <a href="https://federalregister.gov/a/2013-30465">https://federalregister.gov/a/2013-30465</a>
2 CFR, Part 300	Department of Health and Human Services - Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Adoption of 2 CFR Part 200
45 CFR, Part 75	Uniform Administration Requirements, Cost Principles, and Audit Requirements for HHS Awards

#### **A1-4.3 Data Collection and Reporting Requirements**

S. 394.74(3)(e), F.S.	Data Submission
S. 394.9082, F.S.	Behavioral health managing entities
S. 394.77, F.S.	Uniform management information, accounting, and reporting systems for providers
S. 397.321(3)(c), F.S.	Data collection and dissemination system
DCF PAM 155-2	Mental Health and Substance Abuse Measurement and Data

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## EXHIBIT B - SCOPE OF WORK

### B-1 SCOPE OF SERVICE

**B-1.1** This is a three-year Grant Agreement, pursuant to the authority under s. 394.656, F.S. The Grantee shall implement enhancements and expansion initiatives to strengthen its criminal justice, mental health and substance abuse continuum of services through its Criminal Justice, Mental Health and Substance Abuse Enhancements Implementation Project.

**B-1.2** The Grantee shall conduct all activities supported by this Grant Agreement in accordance with the Grantee's Application, dated March 1, 2021, in response to the Department's Request for Applications (DCF RFA 2021 001). Both the Grantee's Application and the Department's Request for Applications are hereby incorporated by reference and shall be maintained in the Grantee's and the Department's official files. The terms of the Grantee's Application may not be changed without specific advance written approval by the Department.

### B-2 MAJOR CONTRACT GOALS

The primary goal of this Grant Agreement is to increase public safety, avert increased spending on criminal and juvenile justice systems, and improve the accessibility and effectiveness of treatment services for adults and juveniles who have a mental illness, substance use disorder, or co-occurring mental health and substance use disorders, and who are in, or at risk of entering, the criminal or juvenile justice systems. The major objectives of this Grant Agreement which contribute to the goal are to:

**B-2.1** Enhance diversion programs for the adult target population

**B-2.2** Expand collaboration among key stakeholders, identified in the Grantee's Application

**B-2.3** Enhance treatment and other collateral services for the adult target population

**B-2.4** Conduct Crisis Intervention Team (CIT) training to respond to adults and juveniles in crisis with mental health, substance abuse and/or co-occurring needs

**B-2.5** Enhance juvenile diversion treatment services

### B-3 SERVICE AREA/LOCATIONS/TIMES

#### **B-3.1** Service Area

The Grantee shall provide services within Seminole County.

#### **B-3.2** Service Delivery Locations

**B-3.2.1** The primary service delivery location(s) shall be:

**B-3.2.1.1** Aspire Health Partners, Inc., Gregory Annex, 919 E. 2<sup>nd</sup> Street, Sanford, FL 32771

**B-3.2.1.2** Seminole County Sheriff's Office, 100 Eslinger Way, Sanford, FL 32773

#### **B-3.3** Service Times

Services shall be available and provided as needed between the hours of 8am and 5pm, Monday through Friday, Eastern Time except for state-recognized holidays. Changes in service times and any additional holidays that the Grantee wants to observe shall be approved in writing by the Department.

### B-4 CLIENTS TO BE SERVED

The Grantee shall serve the following target population:

#### **B-4.1** Adults

Age 18 and over, who are at risk of involvement in the criminal justice system and have factors associated with possible criminal behavior, including: homelessness and other unstable living situations; mental health and substance abuse issues including those in need of immediate detoxification; history of victimization or abuse; significant transitions such as a recent release from jail, re-entry to the community from prison or release from a forensic facility; or a history of involvement in the criminal justice system.

#### **B-4.2** Juveniles

Ages 6-17 who are at risk of involvement in the criminal or juvenile justice systems exhibiting factors associated with possible delinquent behaviors that can lead to involvement in the juvenile justice system, including individual factors, family factors, peer group factors, school-related factors, or community environmental factors.

**B-5 CLIENT ELIGIBILITY AND DETERMINATION**

The Grantee is responsible for assessing and determining the eligibility of each person served under this Grant Agreement. The Grantee may assign this responsibility to a subgrantee.

**B-6 EQUIPMENT**

The Grantee may utilize funding provided under this Grant Agreement to purchase equipment necessary to perform and complete the services described herein in accordance with the Department approved budget.

**B-7 CONTRACT LIMITS**

The total funds awarded under this Grant Agreement shall not exceed \$1,200,000.00.

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## EXHIBIT C - TASK LIST

The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

### C-1 SERVICE TASKS

**C-1.1** To support the objective in **Section B-2.1**, the Grantee shall enhance diversion programs within three months of execution of this Grant Agreement. To achieve this outcome, the Grantee shall:

**C-1.1.1** Establish legally binding agreements with the participating entities specified in **Section C-2.3**, to implement the Program and provide the services specified in **Exhibit C1**.

**C-1.1.2** Implement strategies that divert the target population from the criminal justice system to ensure effective diversions at the following intercept points.

**C-1.1.2.1** Pre-booking

**C-1.1.2.2** Jail single point of access treatment team

**C-1.1.2.3** Post-booking diversion court programs

**C-1.1.2.4** Re-entry for inpatient and assisted outpatient treatment.

**C-1.1.3** Develop a data tracking system to track individuals during their involvement with the program and one year after discharge. Information to be tracked includes but is not limited to: client's ID number, dates of program enrollment and discharge, and information regarding arrests, receipt of benefits, and employment.

**C-1.2** To support the objective in **Section B-2.2**, the Grantee shall facilitate collaboration among key stakeholders in implementing the Strategic Plan and provide ongoing oversight and quality improvement activities of the Program. To achieve this outcome, the Grantee shall:

**C-1.2.1** Expand Project partnerships and collaborations.

**C-1.2.2** Expand membership and schedule at a minimum, quarterly Mental Health and Substance Abuse Task Force meetings.

**C-1.2.3** Assess Program progress based on the updated Strategic Plan and established timelines; and review attainment of goals and adjustment to implementation activities as needed.

**C-1.3** To support the objective in **Section B-2.3**, the Grantee shall enhance treatment and collateral services for the adult target population. To achieve this outcome, the Grantee shall:

**C-1.3.1** Expand client medical treatment services to address Assisted Outpatient Treatment (AOT) services.

**C-1.3.2** Provide evidence-based screening using the following tools as appropriate to the individual participant

**C-1.3.2.1** Ohio Risk Assessment System (ORAS)

**C-1.3.2.2** Daily Living Activities—20 (DLA-20)

**C-1.3.2.3** Drug Abuse Screening Tool (DAST)

**C-1.3.2.4** the Alcohol Use Disorder Identification Test (AUDIT).

**C-1.3.3** Provide full complement of evidence-based medical treatment options.

**C-1.3.4** Implement Detox and AOT treatment options in Seminole County.

**C-1.4** To support the objective in **Section B-2.4**, the Grantee shall conduct law enforcement training in the principles of Crisis Intervention Teams (CIT) and Juvenile-specific CIT to respond to persons in crisis with mental health, substance abuse and/or co-occurring needs.

**C-1.5** To support the objective in **Section B-2.5**, the Grantee shall provide prevention programming to the Juvenile target population adhering to the Stop Now and Plan (SNAP) evidence-based cognitive behavioral model, a structured curriculum for teaching effective emotional regulation, self-control and problem-solving skills to children struggling with behavior issues, and their parents. The Grantee shall:

**C-1.5.1** Provide evidence-based mental health and substance abuse SNAP model intervention services.

C-1.5.2 Provide collateral diversion services as needed.

C-1.5.3 Conduct pre and post evaluations to monitor the decrease in problem behaviors, an increase in social skills and a decrease in civil citations or interactions with law enforcement.

## **C-2 ADMINISTRATIVE TASKS**

### **C-2.1 Staffing**

C-2.1.1 The Grantee shall maintain 0.50 FTE Supportive Care Coordinator, as detailed in the Grantee's Application and supported by this Grant Agreement.

C-2.1.2 The Grantee shall require any subcontractor or subgrantee to maintain the staff necessary to provide services under this Grant Agreement as detailed in the Grantee's application.

### **C-2.2 Professional Qualifications**

The Grantee shall ensure all Program staff assigned by its subcontractor or sub-grantee maintain all applicable minimum licensing, accreditation, training and continuing education requirements required by state and federal laws or regulations for their assigned duties and responsibilities.

### **C-2.3 Subcontracting**

Subject to the provisions of **Section 4.3**, the Grantee shall subcontract with or issue a sub-grant agreement for the provision of services to:

C-2.3.1 Aspire Health Partners, Inc., (Aspire); and

C-2.3.2 Brookes Research & Consulting, LLC.

### **C-2.4 Technical Assistance Requirements**

Pursuant to s. 394.659, F.S., the Criminal Justice, Mental Health, and Substance Abuse Technical Assistance Center (TAC) at the Louis de la Parte Florida Mental Health Institute at the University of South Florida provides technical assistance, information dissemination, and systemic impact monitoring of all CJMHSA Grant Program awards. To collaborate with the TAC the Grantee shall:

C-2.4.1 Provide primary contact information for the Grantee and each of its subgrantee award partners to the TAC within ten business days after execution of this Grant Agreement.

C-2.4.2 Participate in an annual county level technical assistance needs assessments conducted by the TAC at the beginning of each fiscal year.

C-2.4.3 Participate in two on-site technical assistance visits conducted by the TAC within a three-year period.

C-2.4.4 Participate in program-wide conference calls scheduled by the TAC for all Grantees under the CJMHSA Program.

C-2.4.5 Provide data and other information requested by the TAC to enable the TAC to perform statutory duties established in the authorizing legislation.

### **C-2.5 Records and Documentation**

C-2.5.1 Unless otherwise specified in Section C-2.6, all correspondence, reports, records and documentation may be maintained and provided to the Department electronically.

C-2.5.2 The Grantee shall maintain, and shall ensure all subcontractors and subgrantees maintain records and documentation including, but not limited to, the following:

C-2.5.2.1 Draft reports, final reports, meeting notes, telephone logs.

C-2.5.2.2 Executed subcontract or sub-grant agreements and any amendments, invoices and supporting documentation, expenditure reports, and deliverables.

C-2.5.2.3 Documentation of time worked for each staff paid in whole or in part with these Grant Agreement funds.

C-2.5.2.4 Travel logs and requests for reimbursement for staff travel.

**C-2.5.2.5** Employment screening results for each staff who meets the requirements to be screened for employment.

## **C-2.6 Source Documentation**

The Grantee shall submit the following source documentation of the task under **Section C-1** and performance measures under **Section E-1** with the Quarterly Program Status Report required under **Section C-2.6.1**:

**C-2.6.1** For the tasks specified in **Sections C-1.1.1** and **C-1.1.2**, a copy of legally binding agreements with the participating agencies.

**C-2.6.2** For the tasks specified in **Section C-1.1.3**, a copy of the information system tracking agreement and an Excel spreadsheet that includes a summary of cases from the information system. The spreadsheet shall include at a minimum, the client's ID number, dates of program enrollment and discharge, information regarding arrests, receipt of benefits, employment, and stable housing.

**C-2.6.3** For the tasks specified in **Section C-1.2**, a list of Mental Health and Substance Abuse Task Force members and an updated list as new members are added; a copy of Mental Health and Substance Abuse Task Force meeting agendas and minutes; and a copy of the Strategic Plan and any update to the Strategic Plan.

**C-2.6.4** For the tasks specified in **Sections C-1.3**, an Excel spreadsheet that tracks the services provided; a copy of program handbooks and policies and procedures for the services being provided; and a flow chart demonstrating how the program is run.

**C-2.6.5** For the tasks specified in **Sections C-1.4**, a copy of training sign-in sheets. The sign-in sheet shall include at a minimum, the name of the training; date of the training; facilitator's name; trainee's name, position, and employer's name.

**C-2.6.6** For the tasks specified in **Sections C-1.5**, a copy of policies and procedures related to SNAP programming services.

**C-2.6.7** For the Performance Measures specified in **Sections E-1.1** through **E-1.11**, a copy of the Jail Diversion Census spreadsheet documenting outcomes for each measure.

## **C-2.7 Reports**

The Grantee shall document all tasks and activities under this Grant Agreement in the following reports, using templates to be provided by the Department, submitted in accordance with the reporting schedule in **Table 1**.

### **C-2.7.1 Quarterly Program Status Report**

A detailed report of the services and activities performed in the previous three months and the progress of the program in meeting the performance measures, goals, objectives, and tasks described in the Grantee's Application.

### **C-2.7.2 Quarterly Financial Report**

A detailed cumulative report of Program expenses submitted every quarter of service provision. The Financial Report is used to track all expenses associated with the grant and reconcile these expenditures with the payments made by the Department. The Financial Report tracks grant award-funded and county match-funded expenses.

The Quarterly Financial Report must be signed and certified by an authorized representative attesting the Financial Report represents a complete and accurate account of all expenses supported by the Program award and statutory match obligations.

### **C-2.7.3 Final Program Status Report**

A detailed report of the services and activities performed for the entire award period and the status of the Program in meeting the performance measures, goals, objectives, and tasks described in the Application. The Board of County Commissioners shall approve the final report before submission to the Department.

### **C-2.7.4 Final Financial Report**

A detailed report of Program expenses for the entire award period documenting expenditure of grant funds and compliance with the statutory match requirement. The Final Financial Report must be signed and certified by an authorized representative attesting the Financial Report represents a complete and accurate account of all expenses

supported by the Program award and statutory match obligations. The Board of County Commissioners shall approve the final report before submission to the Department.

#### **C-2.7.5 Additional Reporting Requirements**

The Grantee shall provide additional reporting pertaining to the services and activities rendered should the Department determine this to be necessary.

#### **C-2.7.6 Reporting Schedule**

The Grantee shall submit reports, in accordance with the reporting schedule in **Table 1**, to the Contract Manager specified in **Section 1.2.4**.

Table 1 - Reporting Schedule		
Report Title	Report Due Date(s)	# of Copies
Quarterly Program Status Report	15th day of the month following the quarter of program services	1 electronic copy
Quarterly Financial Report	15th day of the month following the quarter of program services	1 electronic copy
Final Program Status Report	No later than 60 days following the ending date of the Grant Agreement.	1 electronic copy
Final Financial Report	No later than 60 days following the ending date of the Grant Agreement.	1 electronic copy

### **C-3 STANDARD CONTRACT REQUIREMENTS**

The Grantee will perform all acts required by **Sections 4, 5, 7, 8 and 9** of the Standard Contract.

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## EXHIBIT C1 – ARRAY OF SERVICES

### C-1 SERVICE TASKS

Individualized services may include, but are not limited to, any combination of the following:

- C-1.1 Screening and assessment
- C-1.2 Assisted Outpatient Therapy (AOT)
- C-1.3 Medical Detoxification
- C-1.4 Post-booking diversion services and specialty court services
- C-1.5 Intensive Outpatient Treatment
- C-1.6 Residential Treatment
- C-1.7 Psychosocial rehabilitation
- C-1.8 Targeted a case management
- C-1.9 Drug testing
- C-1.10 Aftercare Services
- C-1.11 Cognitive Behavioral Therapy (CBT)
- C-1.12 Trauma Informed-CBT
- C-1.13 Rational Emotive Behavioral Therapy
- C-1.14 Dialectical Behavioral Therapy
- C-1.15 Social Skills Training
- C-1.16 Illness Management and Recovery
- C-1.17 Motivational Enhancement Therapy
- C-1.18 Moral Reconation Therapy
- C-1.19 SNAP

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## EXHIBIT D – DELIVERABLES

### D-1 SERVICE UNITS

A service unit is one quarter, three calendar months, of bundled Program services specified in **Exhibits C** and **C1**, provided to the minimum number of individuals specified in **Section D-4.1**, in the manner described in the Grantee's Application.

### D-2 SERVICE TARGETS

The Grantee shall deliver Program services to the number of participants for each service specified in **Table 2**, subject to the performance measure in **Section D.4**.

Table 2 - Service Targets				
Individuals Served	Target # of Participants			
	Program Year 1	Program Year 2	Program Year 3	Program Lifetime
	11/01/21 – 10/31/22	11/01/22 – 10/31/23	11/01/23 – 10/31/24	11/01/21 – 10/31/24
D-2.1 Adults	15	18	22	55
D-2.2 Juveniles	25	25	25	75
D-2.3 CIT Training	30	30	30	90

### D-3 DELIVERABLES

The Grantee shall demonstrate satisfactory progress towards each service target in **Section D-2**, through submission of quarterly data reporting in each Quarterly Program Status Report specified in **Section C-2.5.4.1.1**.

### D-4 PERFORMANCE MEASURES FOR ACCEPTANCE OF DELIVERABLES

**D-4.1** During each program year, satisfactory progress toward the service targets specified in **Sections D-2.1** and **D-2.2**, shall be demonstrated by services to at least:

**D-1.1.1** 20% of the Program Year target by the end of the first quarter.

**D-1.1.2** 40% of the Program Year target by the end of the second quarter.

**D-1.1.3** 60% of the Program Year target by the end of the third quarter.

**D-1.1.4** 80% of the Program Year target by the end of the fourth quarter

**D-4.2** During each Program Year, satisfactory progress toward the service targets specified in **Sections D-2.3** shall be demonstrated by services to at least:

**D-4.2.1** 50% of the Program Year target by the end of the second quarter.

**D-4.2.2** 100% of the Program Year target by the end of the fourth quarter.

**D-4.3** In the event the Grantee fails to achieve the measures in **Sections D-4.1** and **D-4.2**; the Department shall apply the provisions of **Section F-3**.

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## EXHIBIT E – MINIMUM PERFORMANCE MEASURES

### E-1 MINIMUM PERFORMANCE MEASURES

The following minimum qualitative performance measures are established pursuant to **Section 2.4.2** and shall be maintained during the term (life-to-date) of this Grant Agreement. In the event the Grantee fails to achieve the measures in **Section E-1**, the Department shall apply the provisions of **Section F-3**.

- E-1.1 Less than 30% of Adult Program participants will be arrested while receiving services.
- E-1.2 Less than 25% of Juvenile Program participants will be arrested while receiving services.
- E-1.3 Less than 30% of Adult Program participants will be arrested within one year following end date for Program services.
- E-1.4 Less than 25% of Juvenile Program participants will be arrested within one year following end date for Program services.
- E-1.5 A minimum of 70% of Adult Program participants not residing in a stable housing environment at their Program start date shall reside in a stable housing environment within 90 days of their Program start date.
- E-1.6 A minimum of 50% of Adult Program participants not residing in a stable housing environment at their Program start date shall reside in a stable housing environment within one year following their Program end date.
- E-1.7 A minimum of 50% of eligible Adult Program participants not employed at their Program start date shall be employed full or part time within 180 days of their Program start date.
- E-1.8 A minimum of 50% of eligible Adult Program participants not employed at their Program start date shall be employed full or part time within one year following their Program end date.
- E-1.9 A minimum of 75% of Program participants shall be provided a SOAR evaluation within the first 90 days of enrollment and those deemed eligible for benefits are assisted in the application process.
- E-1.10 A minimum of 75% of Program participants deemed eligible for benefits based on their SOAR evaluation and desire to apply for benefits will be assisted in the application process within 120 days of their start date.
- E-1.11 A minimum of 65% of Adult Program participants diverted from a State Mental Health Treatment Facility.
- E-1.12 A minimum of 50% of Juvenile Program participants shall demonstrate a decrease in civil citations received while receiving services.

### E-2 PERFORMANCE EVALUATION METHODOLOGY

The Department will monitor the Grantee's performance in achieving the standards in **Section E-1** according to the following methodology.

- E-2.1 For the measure in **Section E-1.1**, the total number of Adult Program participants arrested while enrolled in the Program DIVIDED BY the total number of Adult Program participants shall be LESS THAN 30%.
- E-2.2 For the measure in **Section E-1.2**, the total number of Juvenile Program participants arrested while enrolled in the Program DIVIDED BY the total number of Juvenile Program participants shall be LESS THAN 25%.
- E-2.3 For the measure in **Section E-1.3**, the total number of Adult Program Participants arrested one-year post Program ending date DIVIDED BY the total number of Adult Program participants one-year post Program ending date shall be LESS THAN 30%.
- E-2.4 For the measure in **Section E-1.4**, the total number of Juvenile Program Participants arrested one-year post Program ending date DIVIDED BY the total number of Juvenile Program participants one-year post Program ending date shall be LESS THAN 25%.
- E-2.5 For the measure in **Section E-1.5**, the total number of Adult Program participants not residing in a stable housing environment at their Program start date who live in a stable housing environment within 90 days of the Program start date DIVIDED BY the total number of Adult Program participants not residing in a stable housing environment at their Program start date shall be GREATER THAN OR EQUAL TO 70%.
- E-2.6 For the measure in **Section E-1.6**, the total number of Adult Program participants not residing in a stable housing environment at their Program start date who live in stable housing one-year following their Program ending date DIVIDED BY the

total number of Adult Program participants not residing in stable housing at their Program start date shall be GREATER THAN OR EQUAL TO 50%.

**E-2.7** For the measure in **Section E-1.7**, the total number of Adult Program participants not employed at their Program start date who are employed full or part-time within 180 days of their Program start date DIVIDED BY the total number of Adult Program participants not employed at their Program start date shall be GREATER THAN OR EQUAL TO 50%.

**E-2.8** For the measure in **Section E-1.8**, the total number of Adult Program participants not employed at their Program start date who are employed full or part-time within one-year following their Program ending date DIVIDED BY the total number of Adult Program participants not employed at their Program start date shall be GREATER THAN OR EQUAL TO 50%.

**E-2.9** For the measure in **Section E-1.9**, the total number of Program participants who were eligible for, but not receiving, social security or other benefits at their Program start date who are assisted with applying for such benefits DIVIDED BY the total number of Program participants who were eligible for, but not receiving, those benefits at their program start date shall be GREATER THAN OR EQUAL TO 75%.

**E-2.10** For the measure in **Section E-1.10**, the total number of Program participants assisted in the benefit application process within 120 days of their Program start date. DIVIDED BY the total number of Program participants deemed eligible for benefits based on their SOAR evaluation and desire to apply for benefits shall be GREATER THAN OR EQUAL TO 75%.

**E-2.11** For the measure in **Section E-1.11**, the total number of Adult Program participants diverted from a State Mental Health Treatment Facility DIVIDED BY the total number of individuals screened for Program eligibility meeting the criteria for a State Mental Health Treatment Facility admission shall be GREATER THAN OR EQUAL TO 65%.

**E-2.12** For the measure in **Section E-1.12**, the total number of Juvenile Program participants civil citations while enrolled in the Program DIVIDED BY the total number of Juvenile Program participants shall be LESS THAN or Equal to 50%.

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## EXHIBIT F - METHOD OF PAYMENT

### F-1 PAYMENT METHODOLOGY

F-1.1 This is a fixed price, fixed fee Grant Agreement. The Department will pay the Grantee a fixed fee of \$100,000 per service unit for services provided in accordance with the terms and conditions of this Grant Agreement, subject to the availability of funds.

F-1.2 Table 3 specifies the schedule of payments for the lifetime of this Grant Agreement.

Table 3. Schedule of Payments			
Month of Services	Invoice Due Date	Fixed Payment Amount	Program Year Total
11/01/21 – 01/31/22	2/15/22	\$100,000.00	Year 1: \$400,000.00
2/01/22 – 4/30/22	5/15/22	\$100,000.00	
5/01/22 – 7/31/22	8/15/22	\$100,000.00	
8/01/22 – 10/31/22	11/15/22	\$100,000.00	
11/01/22 – 01/31/23	2/15/23	\$100,000.00	Year 2: \$400,000.00
2/01/23 – 4/30/23	5/15/23	\$100,000.00	
5/01/23 – 7/31/23	8/15/23	\$100,000.00	
8/01/23 – 10/31/23	11/15/23	\$100,000.00	
11/01/23 – 01/31/24	2/15/24	\$100,000.00	Year 3: \$400,000.00
2/01/24 – 4/30/24	5/15/24	\$100,000.00	
5/01/24 – 7/31/24	8/15/24	\$100,000.00	
8/01/24 – 10/31/24	11/15/24	\$100,000.00	
Total :			\$1,200,000.00

### F-2 INVOICE REQUIREMENTS

F-2.1 The Grantee shall request payment on a quarterly basis through submission of a properly completed and signed invoice using the template in **Exhibit F1**. Invoices and all supporting documentation are due no later than the 15th day of the month following each quarter of service provision.

F-2.2 The Department shall approve quarterly invoices following receipt of documentation of compliance with the provisions of **Sections D-4 and E-1**.

F-2.3 The Grantee shall submit a final invoice no later than 60 days after the expiration of this Grant Agreement or after this Grant Agreement is terminated. Failure to do so will result in a forfeiture of all right to payment and the Department shall not honor any requests submitted after the aforesaid time. Any payment due under the terms of this Grant Agreement may be withheld until the Final Program Status Report and Final Financial Report are submitted and have been approved by the Department.

### F-3 FINANCIAL CONSEQUENCES

F-3.1 If the Grantee does not meet a performance measure specified in **Sections D-4, or E-1**, the Department will reduce the payment due for that quarter by 1% percent of the invoice amount for each measure missed, up to a maximum reduction of 5% percent in any quarter.

F-3.2 In the event of an invoice reduction under **Section F-3.1**, if the Grantee subsequently achieves the measure during the same program year, the Grantee may submit a supplemental invoice, demonstrating the measure has been attained and requesting payment of the reduced portion of the original invoice.

F-3.3 If the Grantee does not meet the same measure for three or more consecutive quarters, the Department shall apply the provisions of **Section 6.1**. Corrective active plans required under **Section 6.1** may result in a reduction to future funding under this Grant Agreement, at the Department's sole discretion.

**EXHIBIT F1 – QUARTERLY INVOICE**

QUARTERLY INVOICE					
Grantee Name				Grant Agreement No.	
Address				Invoice No.	
Service Period	From:		To:		Federal ID #
Service Unit Description		# of Units	Rate	Amount Requested	
One quarter, or three calendar months, of bundled Program services specified in Exhibits C and C1		1	\$100,000.00		
<p><b>Submit a fully completed Quarterly Program Status Report and Quarterly Financial Report as supporting documentation for the above services.</b></p>					
Total Grant Agreement Amount					
Total Amount of Previous Payments					
Amount Requested This Invoice					
Grant Agreement Balance After This Payment					
CERTIFICATION & APPROVAL					
<p>I certify the above to be accurate and in agreement with this agency's records and with the terms of this agency's Grant Agreement with the Department. Additionally, I certify that the reports accompanying this invoice are a true and correct reflection of this period's activities, as stipulated by the Grant Agreement.</p>					
Authorized Name (Print)		Title			
Authorized Signature		Date Submitted			
DCF CONTRACT MANAGER USE ONLY:					
Date Invoice Received:					
Date Goods/Services Received:					
Date Inspected and Approved:					
Financial Consequences Applied?	Description:				
	Reduction Amount:				
Yes ____ No ____	Approved Payment Amount:				
Approved By:					
Payment Funding Codes:					

## ATTACHMENT 1

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

### A. MONITORING

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500- 200.521 and § 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, agreed-upon procedures engagements as described in 2 CFR § 200.425 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.

### B. 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 2 CFR §§ 200.500-200.521.

In the event the recipient expends \$750,000 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 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. 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, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 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 2 CFR § 200.508.

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 (\$750,000 or more for fiscal years beginning on or after July 1, 2016) 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. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 (less than \$750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. 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 (federal) or 45 (State) 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:

- C. Contract manager for this contract (1 copy)
- D. Department of Children & Families ( 1 electronic copy and management letter, if issued )
  - Office of the Inspector General
  - Single Audit Unit
  - The Centre, Suite 400-I
  - 2415 Monroe Street
  - Tallahassee, Florida 32303
  - Email address: [HOW.IG.Single.Audit@myflfamilies.com](mailto:HOW.IG.Single.Audit@myflfamilies.com)
- E. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<https://harvester.census.gov/facweb/>

and other Federal agencies and pass-through entities in accordance with 2 CFR § 200.512.

- F. 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  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450  
Email address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

Providers, when submitting audit report packages to the Department for audits done in accordance with 2 CFR §§ 200.500-200.521, 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.

## ATTACHMENT 2

This Attachment contains the terms and conditions governing the Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

### Section 1. Definitions

#### 1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

#### 1.2 Specific definitions:

- 1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and for purposes of this Attachment shall specifically refer to the Provider.
- 1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and for purposes of this Attachment shall refer to the Department.
- 1.2.3 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.2.4 "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function, activity, service, other than in the capacity of a member of the workforce of such business associate.

### Section 2. Obligations and Activities of Business Associate

#### 2.1 Business Associate agrees to:

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;
- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR §§ 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;
- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR § 164.410, and any security incident of which it becomes aware;
- 2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
- 2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
- 2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;

- 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 30 days following the determination of any potential breach of personal or confidential departmental data as provided in section 501.171, F.S.;
- 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
- 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department ;
- 2.1.11 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR § 164.532(d);
- 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.524;
- 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR § 164.526;
- 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.528;
- 2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

### **Section 3. Permitted Uses and Disclosures by Business Associate**

- 3.1 The Business associate may only use or disclose protected health information covered under this Attachment as listed below:
  - 3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.
  - 3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.
  - 3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.
  - 3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.
  - 3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a



Business Associate of such covered entities for the purpose of providing the Department of Children and Families with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. § 164.501).

3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).

3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

#### **Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

4.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR § 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

4.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

#### **Section 5. Termination**

##### **5.1 Termination for Cause**

5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:

5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;

5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or

5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

##### **5.2 Obligations of Business Associate Upon Termination**

5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;

5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by business associate when it is no longer

needed by business associate for its proper management and administration or to carry out its legal responsibilities.

5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

**Section 6. Miscellaneous**

6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.

6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.