

**EXHIBIT 1:
APPLICATION & ADDENDUMS**



Sixth Judicial Circuit

RESPONSE TO:
Department of Children and Families
Office of Substance Abuse and Mental Health
Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant
GRANT# RFA112818HSET1

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TAB 1: COVER PAGE

Includes a complete **Appendix C** form.

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APPENDIX C – COVER PAGE FOR GRANT APPLICATION

Criminal Justice, Mental Health and Substance Abuse Reinvestment Grant

| PROPOSAL INFORMATION | | |
|---------------------------------------|---|--|
| Type of Grant: | Planning Grant <input type="checkbox"/> | Implementation and Expansion Grant <input checked="" type="checkbox"/> |
| Project Title: | Road to Success | |
| County(ies): | Pinellas County | |
| Preferred Project Start Date: | | |
| APPLICANT INFORMATION | | |
| Type of Applicant | County Government <input checked="" type="checkbox"/> Consortium of County Governments <input type="checkbox"/> Managing Entity <input type="checkbox"/> NFP Community Provider <input type="checkbox"/> Law Enforcement Agency <input type="checkbox"/> | |
| Applicant Organization Name: | Pinellas County Board of County Commissioners | |
| Contact Name & Title: | Deborah Berry, Operations Manager | |
| Street Address | 440 Court Street, 2nd Floor | |
| City, State and Zip Code: | Clearwater, FL 33756 | |
| Email: | dberry@pinellascounty.org | |
| Phone: | 727-464-6485 | |
| ADDITIONAL CONTACT | | |
| Participating Organization Name: | Pinellas County Justice Coordination | |
| Contact Name & Title: | Gabriela Piloseno | |
| Street Address | 440 Court Street, 2nd Floor | |
| City, State and Zip Code: | Clearwater, FL 33756 | |
| Email: | gpiloseno@pinellascounty.org | |
| Phone: | 727-453-7441 | |
| FUNDING REQUEST AND MATCHING FUNDS | | |
| | Total Amount of Grant Funds Requested | Total Matching Funds: |
| Program Year 1 | \$400,000 | \$400,000 |
| Program Year 2 | \$400,000 | \$400,000 |
| Program Year 3 | \$400,000 | \$400,000 |
| Total Project Cost | \$1,200,000 | \$1,200,000 |
| CERTIFYING OFFICIAL | | |
| Certifying Official's Signature: |  | |
| Certifying Official's Name (printed): | Daisy Rodriguez | |
| Title: | DIRECTOR HUMAN SERVICES | |
| Date: | 1/31/19 | |

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TAB 3: STATEMENT OF MANDATORY ASSURANCES

Includes complete **Appendix D** forms.

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APPENDIX D – STATEMENT OF MANDATORY ASSURANCES

| | | <u>Initial</u> |
|----|--|----------------|
| A. | Infrastructure: The Applicant shall possess equipment and Internet access necessary to participate fully in this solicitation. | BD |
| B. | Site Visits: The Applicant will cooperate fully with the Department in coordinating site visits, if desired by the Department. | BP |
| C. | Non-discrimination: The Applicant agrees that no person will, on the basis of race, color, national origin, creed or religion be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination pursuant to the Act governing these funds or any project, program, activity or sub-grant supported by the requirements of, (a) Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination in employment or any program or activity that receives or benefits from federal financial assistance on the basis of handicaps; (d) Age Discrimination Act 1975, as amended which prohibits discrimination on the basis of age, (e) Equal Employment Opportunity Program (EEO) must meet the requirements of 28 CFR 42.301. | BP |
| D. | Lobbying: The Applicant is prohibited by Title 31, USC, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," from using Federal funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal funds if grants and/or cooperative agreements exceed \$100,000 in total costs (45 CFR Part 93). | BD |
| E. | Drug-Free Workplace Requirements: The Applicant agrees that it will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76. | BD |
| F. | Smoke-Free Workplace Requirements: Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library projects to children under the age of 18, if the projects are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's projects provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for Inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity. | BD |
| G. | Compliance and Performance: The Applicant understands that grant funds in Years 2 and 3 are contingent upon compliance with the requirements of this grant program and demonstration of performance towards completing the grant key activities and meeting the grant objectives, as well as availability of funds. | BD |
| H. | Certification of Non-supplanting: The Applicant certifies that funds awarded under this solicitation will not be used for programs currently being paid for by other funds or programs where the funding has been committed. | BD |
| I. | Submission of Data: The Applicant agrees to provide data and other information requested by the Criminal Justice, Mental Health, and Substance Abuse Technical Assistance Center at the Florida Mental Health Institute to enable the Center to perform the statutory duties established in the authorizing legislation. | BP |
| J. | Submission of Reports: The Applicant agrees to submit quarterly progress reports and quarterly fiscal reports, signed by the County Administrator, to the Department. | BD |

TAB 4: MATCH COMMITMENT AND SUMMARY FORMS

Includes completed **Appendix H** and **I** Forms

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**APPENDIX H – COMMITMENT OF MATCH DONATION FORMS
(FOR THE ENTIRE GRANT PERIOD)**

TO: (name of county) Pinellas County
 FROM: (donor name) Office of the Public Defender, 6th Circuit
 ADDRESS: 14250 49th Street North
Clearwater, FL 33762

The following space, equipment, goods or supplies, and services, are donated to the County _____ permanently (title passes to the County) temporarily (title is retained by the donor), for the period 07/01/19 to 06/30/22.

Description and Basis for Valuation (See next page)

| Description | Value |
|--|------------|
| (1) Personnel Salaries & Fringe Benefits | \$ 834,919 |
| (2) Staff Travel | \$ 8,010 |
| (3) Supplies | \$ 28,803 |
| (4) Building Occupancy | \$ 41,250 |
| (5) Other Expenses | \$ 180,000 |
| (6) Administrative Costs | \$ 107,018 |

TOTAL VALUE \$ 1,200,000

The above donation is not currently included as a cost (either direct or matching) of any state or federal contract or grant, nor has it been previously purchased from or used as match for any state or federal contract.

Bob Dilling 1/29/19 April Poiri 1/30/19
 (Donor Signature) (Date) (County Designee Signature) (Date)

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Appendix I - MATCH SUMMARY
(for the entire grant period)

Date - 01-29-2019

County - Pinellas

Type of Grant - Expansion Grant

Match Requirement Percentage - 100%

Total Match Required for the Grant \$ 1,200,000

Match Committed:

| | |
|---------|--------------------------------|
| Cash | \$ <u> </u> |
| In-Kind | \$ <u>1,200,000</u> |
| Total | \$ <u>1,200,000</u> |

Comments: _____

Prepared By Dr Delores Terzick

Approved By *Bob Dallingier*

TAB 5: STATEMENT OF PROBLEM

3.8.5.1: The applicant, Office of the Public Defender, Sixth Judicial Circuit, requests a CJMHSR Reinvestment Implementation and Expansion Grant of \$1.2 million over 36 months. The Public Defender's Office will work in partnership with Ready for Life, Inc., under the guidance of Pinellas County's Public Safety Coordinating Council (PSCC) to implement **Road to Success (RTS)**. This would be an expansion of the existing Crossover for Children (CFC) program operated in the Office of the Public Defender, Sixth Judicial Circuit, since July of 2006. The Crossover for Children Program served 105 youth from January 2017 to December 2018. In fiscal years 2014 to 2015, there were a total of 2,263 youth in Pinellas County who had 4,959 arrest with an average arrest of 2.2 per youth.¹ 90 youth, 48 males and 42 females were dually involved in Pinellas County. Dually involved or crossover youth are identified as youth who have been arrested or disposed while in a current DCF "out of home placement".

The target population is at-risk youths (ages 14 through 21) who reside in Pinellas County, 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 delinquency and dependency systems. The primary goal of RTS is to divert both low and high-risk youth from arrest, prosecution, or incarceration into diversion, treatment and community based support services.

Anticipated outcomes include a decrease in delinquencies, recidivism, relapse, and risk factors/behaviors; and increases/improvements in education, transportation, employment, self-sufficiency, housing stability, overall health, and social connectedness, among others.

The proposed expansion is necessary because the Office of the Public Defender reports that the number of eligible individuals outnumbers the capacity of its current Crossover for Children's program. Research suggests that there is an urgent need for access to mental health care services for children in the foster care system and if left untreated they have significant developmental, behavioral and emotional problems.²

The Florida Department of Juvenile Justice (2013) reported that the most effective strategy to reduce subsequent re-offense is to divert low risk youth versus deeper placement which leads to higher rates of recidivism.³ When low risk youth are required to receive intensive service there were unintended consequences of increased recidivism. Among low risk males and low risk females the most effective course of action was providing low-end diversion services through community-based placements. Through evidence based practices the ultimate goal is to reduce inappropriate detention placements and focus on providing the "right services, in the right place, in the right way, at the right time".

¹ <http://www.djj.state.fl.us/research/reports/reports-and-data/interactive-data-reports/djj-dcf-profile-of-dually-served-crossover-youth/djj-dcf-dashboard>

² Pecora, P. J., Jensen, P. S., Romanelli, L. H., Jackson, L. J., & Ortiz, A. (2009). Mental health services for children placed in foster care: an overview of current challenges. *Child welfare*, 88(1), 5-26.

³ Michael Baglivio, Ph.D., Briefing Report: The Risk Principle (2013)

CFC allows the child to see the same judge and attorney ensuring that the professionals are familiar with the specific needs of the child and there is a continuum of care. Through client education the youth are able to comprehend the efforts and reasoning of the professionals involved in their case, allowing the children to be better informed of the legal proceedings and involvement in their dependency case.

Geographic Location: In 2017, it was estimated that Pinellas County, Florida had a population of 970,639 with 16.5 percent or 160,155 under the age of 18 years old.⁴ In FY 2016-17, there were 72,800 youth between the ages of 10 and 17 residing in Pinellas county, Black youth comprised 17% of the population and Hispanic youth comprised 17% of the population.

| CHARACTERISTICS | PINELLAS | FLORIDA | U.S. |
|--|----------|------------|-------------|
| Population estimates, July 1, 2017 | 970,637 | 20,984,400 | 325,719,178 |
| Persons under 18 years | 16.5% | 20.0% | 22.6% |
| Persons in poverty (2017) | 12.2% | 14.0% | 12.3% |
| American Indian and Alaska Native (2017) | 0.4% | 0.5% | 1.3% |
| Asian (2017) | 3.6% | 2.9% | 5.8% |
| Caucasian/White (2017) | 82.7% | 77.4% | 76.6% |
| Black or African American (2017) | 11.1% | 16.9% | 13.4% |
| Hispanic or Latino (2017) | 9.7% | 25.6% | 18.1% |
| Two or More Races (2017) | 2.2% | 2.1% | 2.7% |
| High school graduate or higher, percent of persons age 25 years+, 2013-2017 | 90.7% | 87.6% | 87.3% |
| Language other than English spoken at home | 14.0% | 28.7% | 21.3% |
| Median household income (in 2017 dollars), 2013-2017 | \$48,968 | \$50,883 | \$57,652 |
| Households, 2013-2017 | 406,871 | 7,510,882 | 118,825,921 |
| Persons per household, 2013-2017 | 2.29 | 2.64 | 2.63 |

Current Juvenile Detention Center Population: The 2018 Pinellas County Juvenile Detention Alternative Initiative (JDIA) Work Plan, reported on the youth admissions to secure detention:

Quarter 1 2017 – 546 admissions

Quarter 2 2017 – 503 admissions

Quarter 3 2017 – 484 admissions

Quarter 4 2017 – 451 admissions

⁴ <https://www.census.gov/quickfacts/fact/table/pinellascountyflorida,US/AGE295217#AGE295217>

In FY 2017 - 2018, the average daily population in the Pinellas Secure Detention facility was 100 youth and the average length of stay was 12 days. There were 2,541 admissions and 495 transfers with an average utilization rate of 100 percent.⁵ The daily rate in Pinellas County is \$137.77 and the annual billable amount for FY 2018 – 2019 is \$3,602,413.82 which is a shared cost that the state and counties are obligated to pay.⁶

Funds appropriated to the Department of Children and Family for child welfare services contracted through Community-Based Care lead agency's cost the State of Florida \$878 million in the FY 2017 – 2018. In 2015 – 2016, 48.3 percent of children exited Foster Care to permanency in less than 12 months. 88.2 percent of children did not reenter Foster Care once they achieved permanency within 12 months. In the 6th Circuit (Pinellas and Pasco) had the shortest time from shelter hearing to disposition order at 28 days during the following time period of July 1, 2016 to June 30, 2017. The state median was 60 days in SFY 2016 – 2017 and the highest was 100 days in Circuit 20.⁷

Screening and Assessment Process: In the existing Crossover for Children (CFC) program, children are identified and appointed to a CFC public defender during the various stages of delinquency and dependency proceedings, with a priority of identification and assignment as early as possible. The public defender identifies the youth at detention and dependency hearings to assure that assignments to CFC is appropriate. Many crossover children that have preexisting dependency cases end up becoming involved in delinquency hearings. The Department of Juvenile Justice staff at the Juvenile Assessment Center will note that a child's guardian is the local Community Based Care (CBC) provider, or a foster parent or case worker may appear on behalf of the child. These children are reviewed and, if they are still the subject of an open dependency case, a crossover attorney will be assigned. If a child appears with a foster parent or case worker at an arraignment or pre-trial conference, the public defender would again review the case to make sure reassignment to a crossover attorney is appropriate

Homelessness: The 2018 Pinellas county Point in Time Data Analysis reported there were 2612 individuals that met the HUD requirements. In the HUD sample there were 483 (20.6%) reporting a serious mental illness and 465 (19.8%) reporting a substance abuse disorder. The total number of unaccompanied youth was 143, 37 (25.9%) were children and 106 (74.1%) were young adults, 58 (40.6%) females and 85 (59.4%) male. There was a 17.4 percent increase from 2017 to 2018 of unaccompanied youth. 117 Unsheltered individuals reported having previously been in foster care.⁸

Contributing Factors: An analysis of current research has shown that the “tough on crime” approach has the opposite effect on deterring crime. When put in environments that confine them with other delinquent youth they often learn to be better criminals. Strategic decisions must be made to use the least restrictive environment. Over 60 percent of first-time offenders do not have further contact with the juvenile justice system

⁵ Office of Research and Data Integrity (December 2018) Florida Department of Juvenile Justice

⁶ <http://www.djj.state.fl.us/services/detention/cost-sharing>

⁷ Financial Position and System of Care Analysis (November 2017) Department of Children and Families

⁸ Analysis of Pinellas County Point in Time (PIT) Data From 2015 through 2018 (June 2018)

over the following 18 month period. Many times these youth act out due to “issues at home, poor school performance, peer pressure, and mental and emotional problems”.⁹

Over 65 percent of youth in Florida’s juvenile justice system have a mental health disorder or substance abuse issue.¹⁰ Studies have shown that youth have higher risk of mental health issues, behavioral problems, substance use and abuse, and delinquent behaviors when there are multiple exposures to violence and victims of violence. Youth involved in the juvenile justice system have an alarming rate of Post-Traumatic Stress Disorder (PTSD), as high as 50 percent.

RTS will provide services to 50 unduplicated individuals each year for three years.

A subset of individuals will be 18 to 21 year old young adults who have aged out of the foster care system and are homeless.

⁹ Roadmap to System Excellence (August 2013) Florida Department of Juvenile Justice

¹⁰ Florida Department of Juvenile Justice Annual Report Fiscal Year 2009-2010 (2010)

TAB 6: PROJECT DESIGN AND IMPLEMENTATION

3.8.6.3.1 In 1987, Florida established the local Public Safety Coordinating Councils per Florida Statute 951.26 and the Pinellas County Public Safety Coordinating Council (PSCC) was created in 1995. The PSCC is governed by Florida State Statute 395.657 and 952.26 requirements.

Pinellas County PSCC Planning Council Membership includes:

- Bernie McCabe, State Attorney
- Bob Dillinger, Public Defender
- Paul Levine, County Court Judge
- Chief Judge Anthony Rondolino, Circuit Court Judge
- Gay Inskip, Local Court Administrator
- Patrick Barrentine, State Probation Circuit Administrator
- Commissioner Pat Gerard, County Commission Designee
- Sheriff Bob Gualtieri, Sheriff, County Director of Probation, Chief Correctional Officer
- Chief Jeffrey Undestad, Police Chief
- Bob Neri, Westcare Gulf Coast-Florida, Area Homeless or Supportive Housing Program Representative
- Ariel Veguilla, DJJ - Director of Detention Facility
- Melissa Fuller, DJJ – Chief of Probation Officer
- Shivana Rameshwar, DCF - Substance Abuse and Mental Health Program Office Representative
- Jeffrey Baskis, Primary Consumer of Mental Health Services
- Jerry Wennlund, PEMHS Community Mental Health Agency Director
- Dianne Clarke, Operation Par Local Substance Abuse Treatment Director
- Don and Judy Turnbaugh, Primary Consumer of Community-Based Treatment Family Member
- Stephen Szopimski, Primary Consumer of Substance Abuse Services

The primary purpose of the PSCC is to assess the trends, population status, and programs affecting the County jail and make recommendations to ensure against jail overcrowding and reduce recidivism. The PSCC is also responsible for developing a local public safety plan for the future construction needs of the jail and serve as Planning Council making recommendations to the Board of County Commissioners for criminal justice, mental health and substance abuse grants.

The mission of the PSCC is to create and execute an effective public safety strategy to ensure availability and accountability of programs, sound and efficient justice system operations, and necessary jail facilities.

The PSCC meet quarterly and will specify one meeting for the election of officers and designation of members annually. Board members will receive notice either by newsletter,

U.S. mail, telephone or e-mail, at least ten (10) days prior to any meeting. Reports from committees and select programs will take place at quarterly meetings.

3.8.6.3.2 Road to Success: The Office of the Public Defender, Sixth Judicial Circuit, and its partner Ready for Life, Inc., propose to work in partnership with Pinellas County and the Public Safety Coordinating Council to administer a CJMHSR Reinvestment Grant of \$1.2M over 36 months. The proposed program, Road to Success (RTS), is an expansion of the Office of the Public Defender's Pinellas County Crossover for Children's Program.

This unique project will offer an intensive diversion services program to 50 unduplicated individuals annually (150 over 36 months). The population of focus is juvenile and young adults ages 14 through 21 years old, 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 delinquency and dependency systems. The primary goal of RTS is to divert both low and high-risk youth from arrest, prosecution, or incarceration into treatment and support services. Anticipated outcomes include a decrease in recidivism, relapse, and risk factors/behaviors; and increases/improvements in education, transportation, employment, self-sufficiency, housing stability, overall health, and social connectedness, among others.

The main goal of the program is to represent the express wishes of the child. By educating the child on alternative options when the express wishes of the child may conflict with a court ruling, the child is more likely to understand the judicial process. Another goal of the program is to effect better outcomes for crossover children. On the delinquency side, this means a concerted effort to avoid felony adjudications and avoid Department of Juvenile Justice commitments as a convenient or cost-saving alternative to appropriate intervention by the dependency workers. On the dependency side, the goal is to effect better outcomes by analyzing the client's current needs and current plan and to address shortcomings or gaps in what is being provided to the client to enhance the stability, normalcy and permanency of the child's situation.

By advocating for appropriate interventions from both the delinquency and dependency systems, the goal of Crossover for Children is to show reduced recidivism in our clients. The goal of both delinquency and dependency advocacy is to enhance the client's ability to become a self-reliant adult in the future. The Public Defender Crossover for Children's program attorney's advocate to avoid the criminalization of the behaviors associated with children who have experienced abuse, abandonment or neglect.

The Public Defender's Office provides extensive services for this at-risk group, including daily advocacy for the child in meetings with the children in their placements, making sure the child is present at staffing's when they want to attend despite Community Based Care (CBC) objections, pre and post-court meetings with the child to assure their understanding of the hearing, facilitating enrollment of children in school, facilitating transportation to school issues, encouraging runaways to turn themselves in, attending various DJJ and CBC staffing's, calling to encourage the caseworkers to be proactive about finding placements for runaways prior to their return back into the system, calling

group home directors encouraging them to work with the child when the child is at risk of being kicked out, working with the State Attorney's Office to get charges reduced, following up with CBC caseworkers regarding Social Security benefit issues, encouraging children to stay in placements when they are considering running away, and presenting to agencies, and judges within the court system to increase awareness and gather information on how our office can best serve this particular group of children.

The proposed expansion is needed because the Office of the Public Defender reports that the number of eligible individuals outnumbers the capacity of its current Crossover for Children's program.

Primarily RTS will partner with Ready for Life, Inc., who will be the "Skills Center" for our target population. This provides the opportunity for those young adults raised in the foster care system and involved with DJJ to receive the life skills necessary to be successful. Most of us take for granted the things we were taught or learned during our childhood and teen years. This population is often deficient in academic performance and basic life skills.

RFL engages over 130 community volunteers to come beside us and serve this amazingly resilient population. Providing that "ONE PERSON" that cares they are alive, will keep in touch with them, support them, guide them and just be there. This connection is critical to wrapping around each young adult the support and guidance needed.

Through the Unified Family Court of the Sixth Judicial Circuit, RTS will collaborate with the State Attorney's Office, School Resource Officers, PEHMS, Guardian Ad Litem's Office, and National Advocacy Center for Persons with Disabilities, Directions for Living, Suncoast Center for Mental Health, Pinellas County Schools, the Agency for Persons with Disabilities, and Juvenile Welfare Board.

3.8.6.3.2.1 A copy of the Pinellas County Public Safety Coordinating Council By-Laws and the Sequential Intercept Mapping (SIM) report are included as an attachment to this proposal. The workshop that was held in Pinellas County on June 21st and 22nd 2011 and was facilitated by the Florida Criminal Justice Mental Health and Substance Abuse (CJMHS) Technical Assistance Center at Florida Mental Health Institute (FMHI), University of South Florida (USF).

The Office of the Public Defender, Sixth Judicial Circuit, and its partner Ready for Life, Inc., propose to work in partnership with Pinellas County and the Public Safety Coordinating Council to administer a CJMHS Reinvestment Grant of \$1.2M over 36 months. The proposed program, Road to Success (RTS), is an expansion of the Office of the Public Defender's Pinellas County Crossover for Children's Program. This unique project will offer an intensive diversion services program to 50 unduplicated individuals annually (150 over 36 months).

The population of focus are at-risk youth and young adults (14 through 21 years old) 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 delinquency and dependency systems. The primary goal of RTS is to divert both low and high-risk youth from arrest, prosecution, or incarceration to treatment and support services. Anticipated outcomes include a decrease in recidivism, relapse, and risk factors/behaviors; and increases/improvements in education, transportation, employment, self-sufficiency, housing stability, overall health, and social connectedness, among others. The proposed expansion is needed because the Office of the Public Defender reports that the number of eligible individuals outnumbers the capacity of its current Crossover for Children’s program.

Identification and screening will take place at Sequential Intercept Point 2, clients are referred to CFC by Unified Family Court of the Sixth Judicial Circuit, Behavioral Services Court psychologists, Pinellas County Sheriff's Office, Pinellas School Resource Officers, PEHMS, Guardian Ad Litem's Office, and other Community Based Care (CBC) providers.

3.8.6.3.2 Organization and key stakeholder responsible for each task or key activity necessary to accomplish the objectives;

| | | |
|---|---|---------------------------------|
| The primary objective is to divert both low and high-risk youth from arrest, prosecution, or incarceration to treatment and support services. | | |
| Objective #1 Expand Crossover for Children Program, Road to Success (RTS) | | |
| Task | Activities/Milestones | Responsible Partners |
| Notification of award, finalize MOU, Board of County Commissioners | Submit MOU to County Administrator, set agenda item before BCC meetings to set up budget categories 1-2 months | Public Defender, Ready for Life |
| Coordinate activities within existing Crossover for Children program to identify clients for RTS program | Notify law enforcement, judiciary, State Attorney of expansion of Crossover for Children, RTS program 1-2 months | Public Defender, Ready for Life |
| Begin client identification and referrals | Coordinate agency notification 2-36 months | Public Defender, Ready for Life |
| Objective #2 Collaboration | | |
| Participate in planning council meetings | PSCC meeting occur quarterly | PSCC Membership |

| | | |
|---|---|---------------------------------|
| Assess progress of the project based on timelines and review attainment of goals | Status presentations at quarterly PSCC meetings 36 months | PSCC, Public Defender |
| Identify objectives, performance measures and data necessary for collection | Meet with program staff to establish procedures for data collection 1-2 months | Public Defender, Ready for Life |
| Institute ongoing data collection plan | Collaborative efforts on data collection 2-36 months | Public Defender, Ready for Life |
| Objective #3 Assure performance measures are met within project expansion | | |
| Review data collection to assure the target population needs are being met | Maintain meetings with program staff 2-36 months | Public Defender, Ready for Life |

3.8.6.3.2.3 The Pinellas County Public Safety Coordinating Council (PSCC) has reviewed and approved the RTS proposal and will receive updates on the outcomes of this project at the quarterly meetings. They will play an active role to ensure that Road to Success is meeting their target goals as well as the implementation, monitoring, and evaluation of the project. Project leadership will provide updates on the project and provide status presentations at the quarterly meetings.

3.8.6.3.2.4 The Office of the Public Defender Crossover RTS team will meet monthly with RFL to communicate success and barriers of the program and participants. Adjustments will be made according to the needs of each individual.

3.8.6.3.2.5 Identification and screening will take place at the various stages of proceedings at Sequential Intercept Point 2 to ensure assignment as early as possible. They will be evaluated one of our master’s level counselor/therapist, who will conduct a biopsychosocial evaluation to determine if there is a mental illness, substance use disorder, or co-occurring mental health and substance use disorders.

3.8.6.3.2.6 Once the client has been identified and assigned to a CFC public defender they will be evaluated by either the RTS or RFL counselor/therapist and assigned to a public defender case manager/social worker or RFL youth specialist. These integrated teams will develop a treatment plan and will use the least restrictive program to best serve these clients.

- Integrated screening and assessment
- Individualized health and wellness planning
- Individual counseling to explore substance abuse and criminal thinking, as well as mental health treatment

- Education and support groups (e.g., substance abuse, co-occurring, criminal thinking, etc.)
- Comprehensive case management services
- Relapse prevention programming/services
- Services provided by Ready for Life, Inc. include:
 - In-House GED Center/ tutoring services, mentoring program, homelessness support and
 - prevention services, financial literacy course, housing/utility deposits, transportation
 - assistance and employment readiness

3.8.6.4 Performance Measures

The Public Defender's Office will collect data regarding individuals who enter RTS. The Public Defender's Office will track numbers of individuals diverted from the jail. At the conclusion of RTS, the Public Defender's Office will track successful completion rates and program participant's satisfaction with the process/program.

- Seventy-five percent (75%) of participants will not be arrested while enrolled in the program.
- Seventy percent (70%) of participants will not be arrested within one year following program discharge.
- Seventy-five percent (75%) of participants not residing in a stable housing at program admission will reside in a stable housing environment within 90 days of program admission.
- Seventy-five percent (75%) of participants will reside in a stable housing environment one year following program discharge.
- Eighty-five percent (85%) of participants not employed at program admission, and who are physically and mentally able to be employed, will be employed full or part time within 180 days of program admission.
- Eighty-five percent (85%) of participants who are physically and mentally able to be employed will be employed full or part time one year following program discharge.
- Eighty percent (80%) of participants will be assisted in obtaining social security or other benefits for which they may be eligible but were not receiving at program admission.
- Ten percent (10%) of participants will be diverted from a State Mental Health Treatment Facility.
- Eighty percent (80%) of participants will exhibit one or more decreases in risk domains (i.e., housing, employment, health, substance abuse, finances, etc.) at discharge as evidenced by a pre-and post-risk assessment tool administered by the treatment provider.

3.8.6.5 Capability and Experience

Public Defender, Bob Dillinger took office in 1997 and immediately established the Mental Health Division to ensure that our jails would not become the primary mental health institutions. Mr. Dillinger has received numerous awards and has been

recognized for his service to our community is well known throughout the state for his advocacy of a treatment versus incarceration philosophy. Most recently he was the President of the Florida Public Defender Association in 2016, received the William Reese Smith, Jr. Award for Outstanding Public Service in June of 2015, the St. Petersburg Bar Foundation "Heroes Among Us" Award in 2014, Pinellas County Homeless Leadership Network Champion of Homeless Adult & Children in 2012, and Jane Schaeffer Outstanding Homeless Advocate Award in 2012. He also received the Iris Award from NAMI in 1999 for significant contributions to improving the mental health system, was honored by PACE for community service to Partners in Crisis in 2001, received the Suncoast Center for Mental Health award in 2003, received the Fred G. Minnis Sr. Bar Association Diversity Award in 2006. Mr. Dillinger has been a member of the Juvenile Welfare Board since 2000, and was a member of the Children's Court Improvement Committee established by the Florida Supreme Court.

In 2004, the inception of the Public Defender's Jail Diversion Program with the Federal Bureau of Justice Assistance (BJA) grant funding of \$993,500. An additional BJA grant in the amount of \$739,982 was awarded in 2005, enabling the continuation of this program. In 2006, the BJA funded an award totaling \$493,614. In Pinellas and Pasco counties, the respective Boards of County Commissioners have approved funding since 2005 to continue the program. Most recently the Public Defender's Office was awarded a CJMHSa Expansion Grant totaling \$750,000 for three fiscal years to fund the Recovery Project.

Since the creation of the Mental Health Division over 6000 individuals have been served through the following programs: Public Defender *Jail Diversion Program*, Public Defender Homeless Outreach Program, Public Defender Incompetent to Proceed Program, and Crossover for Children Program.

As Project Director, Mr. Dillinger will ensure the expansion of CFC to include our partner agency RFL so there is seamless services to vulnerable clients involved in the juvenile justice system.

Ready for Life, Inc., the partner agency will provide support, resources and guidance to former foster care youth who need to transition into adulthood. RFL serves youth who exit the foster care system regardless of their housing situation and offer a support system that provides life skills, close learning gaps and remove barriers so the youth can reach self-sufficiency.

RFL, was founded in January 2009, is a 501(c) (3) dedicated to helping youth exiting foster care to make a successful transition to independence. Ready for Life's Mission is to provide support, resources and guidance that former foster care youth need to transition to adulthood. The founders enacted a unique and powerful philosophy that remains true today, which is the "Youth Voice" is at the top of our organization structure.

Unfortunately for most of these kids the turbulence continues until they turn 18 and then they find themselves on their own without the education, skills or the foundation they need

to be independent and self-sufficient. If we don't help them fill in the life skill and learning gaps and help them create self-sufficiency by the age of 25 the national statistics show a dire outcome including chronic homelessness, drug addiction, incarceration and early death. RFL envisions a world that does not include youth growing up and aging out of the foster care system but rather are with family in a safe and nurturing environment. This is not a reality however, through the programs offered at RFL we are getting a little closer every day. Our mission and work is fueled by our supporters, volunteers, board, staff and specifically those we serve at RFL. It is critical for RFL to have a sophisticated and effective evaluation plan to measure outcomes to improve and enhance services. A second reason is for organizational integrity and accountability.

Our organization fills many roles not just support, resources, skill building but a key focus is connections and having a relationship with each young adult. This will never replace the family they do not have but it is our hope that every young adult we serve know that there is an organization that cares and they have our support. Ready for Life wraps an entire community of support around the youth we serve including our large and extremely dedicated volunteer base of over 150 to impact the critical needs of this population. RFL also utilizes our connections to other agencies, resources and key partnerships.

Key Partnerships:

- * Public Defender's Office - approved for full time therapist at RFL supervised and paid by PD office. Working in partnership through a grant to secure a full-time case manager to be placed at RFL that will navigate and support young adults involved with DJJ, Corrections, Probation, etc.
 - * Pinellas County Schools Adult Education - GED School on site.
 - * Community Law Program - Provides attorney in our office for 2 days, however, through a grant they have asked for funding for an attorney to be placed at RFL 3 days a week for consultation, guidance and support through legal issues.
 - * Homeless Leadership Board Staff- provides staff on site 2 - 3x a week providing resources and referrals for removing barriers and securing housing.
 - * Beth Dillinger Foundation - Provides Beth's Corner for new clothing and accessories.
 - * Angels Against Abuse - Provides funding annually to PSTA so that all young adults receive an annual bus pass.*
- Financial Literacy- Partner with BB&T and Achieva Credit Union and soon Freedom Bank to provide financial literacy classes monthly at RFL.
- * Pinellas County Housing Finance Authority (PCHFA) - Provides funding for Youth Development Coordinator and 1 Youth Specialist as well as funding for apartment deposits, rent and utilities.
 - * Eckerd Connects (ECA) - Provides funding for one full time Youth Specialist that is under the age of 23 years old.
 - * Baycare - This partnership was fostered through the critical "health" issues faced by this population. Baycare is looking to place a full-time Health Navigator in-house at RFL.

Role of Youth Advocate / Youth Specialist – RFL has employed 16 young adults as staff over the last ten years. These Youth Specialists all aged out of the foster care system and they are the EXPERTS. These staff can reach those young adults unlike other staff. Most of the Youth Specialists have walked in their shoes as it related to being involved in the criminal justice system, homelessness, substance abuse and so much more. RFL contributes a large part of our success to utilizing those that know the issues and barriers faced by this population.

The key staff utilized will be the Youth Specialists, Youth Development Coordinator, Director of Youth Development and Director of Community Engagement and Mentoring. The CEO of RFL will be actively engaged in this initiative and will provide oversight and continuous evaluation of services provided.

The proposed staff for the RTS team in the Public Defender's Office will include a Crossover Attorney, a Master's level counselor/therapist in mental health counseling or social worker, a bachelor's level case manager; at RFL a Master's level counselor/therapist in mental health counseling or social worker, a bachelor's level case manager/youth specialist.

3.8.6.6 Evaluation and Sustainability

The evaluation process for this expansion project will include all clients identified and referred into the RTS program. Historical data on the clients past criminal record is retained and available in our county ODYSSEY system. Data from client support from RFL will be included. Implementation outcomes will include data on recidivism and timelines for recidivism, treatment received by each individual client and the relative success of treatment and modalities. Data collection will be performed by in-house staff, utilizing information obtained from RTS and RFL staff and information available to our office though ODYSSEY. Project effectiveness will be reported based on the core set of performance objectives delineated in the Request for Proposal with related outcome measures. The RTS program will participate in all county and federal reviews of performance data, audits, and progress reporting requirements.

The current annual budget for the Juvenile Detention Center (JDC) is \$3,602,413.82. The funds are provided by the State of Florida thru Department of Juvenile Justice and Pinellas County. Daily cost is \$137.77 and average stay is 12 days, equals \$1,653.24 per stay. The program is being designed to serve 50 youths per year. Using average stay costs, would be an annual savings of \$82,662. Cost savings of 2.66% annually.

The Public Defender's Office in Pinellas County has a track record of providing Crossover services since 2006 and has most recently served 105 youth from January 2017 to December 2018. This was accomplished with only 3 attorneys until April of 2018 when 2 case managers were added. Adding the additional staff and partnering with Ready for Life, State Attorney's Office, School Resource Officers, PEHMS, Guardian Ad Litem Office, National Advocacy Center for Persons with Disabilities, Directions for Living, Suncoast Center for Mental Health, Pinellas County Schools, The Agency for Persons with Disabilities, and Juvenile Welfare Board, will open new avenues of resources for the

youths and help to recognize areas of needs not currently being addressed. These new relationships will help to ensure future funding when data collected by the Public Defender's Data Entry position. Upon completing quarterly and yearly reports the data can then be used to approach the State, Pinellas County and other granting agencies to continue this program.

The potential reality of obtaining additional funding for the Crossover clients in this current fiscal environment requires a showing that we have divert Crossover clients from the criminal justice system and stabilized the client such that the client does not return to the criminal justice system or that after stabilization, they have obtained employment and have become self-sufficient. Our track record shows we can do both, and we can properly document it.

TAB 7: PROJECT TIMELINE

The timeline aligns with the previous table that details the goals, objectives, strategies, milestones, key activities and responsible partners.

| Month | Projected | Related Objective | Key Activities | Expected Completion Date | Responsible Partner |
|--------------|--|---|---|---------------------------------|---------------------------------|
| 1-3 | divert both low and high-risk youth from arrest, prosecution, or incarceration to treatment and support services | Hire staff as required | Provide comprehensive continuum of services to target population | Months 1-3 | Public Defender, Ready for Life |
| 3-36 | divert both low and high-risk youth from arrest, prosecution, or incarceration to treatment and support services | Develop a cost-savings analysis of the program, utilizing historic data of program participants previous tenure in jail/hospital/mental health facilities | Data collection and analysis. Provide comprehensive continuum of services to target population. | Month 36 | Public Defender, Ready for Life |
| 1-3 | divert both low and high-risk youth from arrest, prosecution, or incarceration to treatment and support services | Provide benefit qualification and ancillary social services for program participants | Finalize program design, design program case flow | End of Month 3 | Public Defender, Ready for Life |
| 1-3 | divert both low and high-risk youth from arrest, prosecution, or incarceration to treatment and support services | Provide substance abuse and/or mental health treatment to program participants | Finalize program design, design program case flow. | End of Month 3 | Public Defender, Ready for Life |

| | | | | | |
|-----|--|---|---|------------|---------------------------------|
| 3-6 | divert both low and high-risk youth from arrest, prosecution, or incarceration to treatment and support services | Fund supportive housing placements for participants | Finalize program design, design program case flow | Months 4-6 | Public Defender, Ready for Life |
|-----|--|---|---|------------|---------------------------------|

TAB 7: Attachments

- USF – FMHI SIM Report
- PSCC Strategic Plan
- PSCC Membership & By-Laws



Pinellas County, Florida: Improving Services for Juveniles with Mental Illness in Contact with the Juvenile Justice System

Strategic Planning Kickoff Meeting

Introduction

This report summarizes the Cross-Systems Mapping & Taking Action for Change workshop held in Pinellas County, Florida on June 21st and June 22nd 2011. The workshop was facilitated by the Florida Criminal Justice Mental Health and Substance Abuse (CJMHS) Technical Assistance Center at Florida Mental Health Institute (FMHI), University of South Florida (USF). This report includes:

- ❖ A brief review of the origins and background for the workshop
- ❖ Information gathered at the workshop based the Sequential Intercept Model or Cross-Systems Mapping
- ❖ An action planning matrix as developed by the group
- ❖ Summary, consensus and observations by the Florida CJMHS Technical Assistance Center to assist Pinellas County achieve its goals
- ❖ A cross-systems intercept map based on the perceptions of the Pinellas County participants

Background

The Pinellas County Public Safety Coordinating Council along with the full support of multiple local stakeholders requested that the Florida CJMHS Technical Assistance Center facilitate the Cross-Systems Sequential Intercept Model Mapping in Pinellas County, Florida to provide assistance with:

- ❖ Creation of a map of the points of interface among all relevant systems
- ❖ Identification of resources, gaps, and barriers in the existing systems
- ❖ Development of an initial strategic action plan to promote progress in addressing the criminal justice diversion and treatment needs of the target population

The participants in the workshop included 31 individuals representing multiple stakeholder systems, including leadership from mental health, substance abuse treatment, human services, corrections, advocates, law enforcement, the local school system, and the courts. A complete list of participants is available at the end of this document. Mark A. Engelhardt, M.S., ACSW, Kathleen A. Moore, Ph.D., and Jessica Mitchell, M.A. from USF-FMHI facilitated the workshop sessions.

Objectives of the Cross-Systems Mapping Exercise

The Cross-Systems Mapping Exercise had three primary objectives:

1. The development of a comprehensive picture of how juveniles with mental illness, substance abuse and co-occurring mental health and/or substance use disorders flow through the Pinellas County criminal justice system along five distinct intercept points: Law Enforcement and Emergency Services (Intercept 1), Initial Detention/Initial Court Hearings (Intercept 2), Jails and Courts (Intercept 3), Community Re-entry (Intercept 4), and Community Corrections/Community Support (Intercept 5).
2. The identification of gaps, resources, and opportunities at each intercept point for individuals in the target population.
3. The development of priority areas for activities designed to improve system and service level responses for individuals in the target population.

The Pinellas County Cross-Systems Map created during the workshop is on the last page of this document.

Resources and Opportunities

There are several features of the Pinellas County Systems Map that are particularly noteworthy. These include, but are not limited to the items listed below.

Existing Cross-Systems Partnerships include:

- ❖ Juvenile Arrest Avoidance Program
- ❖ Teen Court
- ❖ Juvenile Drug Court
- ❖ Behavioral Evaluations Program
- ❖ Bay Area Youth Services
- ❖ School-based Sanctions
 - Face-It Program
 - Step Program

Pinellas County Strengths Identified

- ❖ Long history of working together in multiple planning committees
- ❖ Pre-existing Civil Citation program for diversion
- ❖ Emphasis on juvenile prevention and intervention
- ❖ Experience implementing a CJMHSA Implementation Grant through the Public Defender's Office for Adults and other state grants
- ❖ Identification and pursuit of Federal Bureau of Justice Assistance Grants
- ❖ On-going Crisis Intervention Team (CIT) training for multiple law enforcement offices in Pinellas County

Pinellas County Cross-Systems Map Narrative

The following information reflects the information gleaned during the *Cross-Systems Mapping* Exercise during June, 2011. The stakeholder input includes a description of the map at each intercept point in the Sequential Intercept Map as perceived by the participants during the mapping process. Gaps in service delivery and resource opportunities are identified at each intercept point. These notes may be used as a reference in reviewing the Pinellas County Cross-Systems Map and as a tool in developing a formal strategic plan and/or future Memorandum of Understanding among community stakeholders, the Public Safety Coordinating Council or other local planning entities.

Intercept I: Initial Contact w/ Law Enforcement, Prevention Programs, or Emergency Services

> Identified Gaps – Law Enforcement / Emergency Services (Intercept 1)

- Need for linkages in the system via a multi-agency case manager
- Communication across systems
- Community organization and involvement through local stakeholders and community leaders in prevention efforts
 - Going into the community instead of asking families to come to a central location for services and programs.
- Lost truancy programs that acted as prevention for further involvement with law enforcement and delinquent activity

Intercept II: Initial Detention / Initial Detention and Court Appearance

> Identified Gaps – Initial Detention and Court Appearance (Intercept 2)

- Discontinued juvenile drug court, which shortened probation or eliminated child's probation with treatment compliance

Intercept III: Jails / Courts

No gaps were identified during the workshop session, although this intercept point will be addressed again in subsequent strategic planning meetings.

Intercept IV: Re-Entry

> Identified Gaps – Re-entry (Intercept 4)

- Need more assessments up front before VOPs (violation of probation) stack up and the juvenile gets into more trouble
- Courts currently examine each VOP within one act instead of lumping them together, so instead of having one act equate to one VOP it becomes multiple VOP issues
- Continuity of mental health and substance abuse care
- Need to expand supports or case management for juveniles on probation

Intercept V: Home and Community Supervision and Support

> Identified Gaps - Community Corrections / Community Support (Intercept 5)

- No transition from residential to home/community once released. Juveniles move from intense supervision to limited supervision within the home and typically reoffend.
- When released to home supervision, juveniles are going right back into what got them arrested in the first place – parental supervision is often lacking.
- Transition and pre-discharge planning from the Dept. of Juvenile Justice facilities, especially in the future with the reduction of secure beds
- Need for family involvement when planning a child's release back into the home/community

The Pinellas County Action Plan

Subsequent to the completion of the Systems Mapping exercise, the assembled stakeholders began to define specific steps that could be taken to address the gaps identified in the group discussion about the systems map. Five priority areas were identified, including opportunities for tactical interventions to promote “early, quick victories” and more strategic interventions to stimulate longer-term systems changes. These priority areas are outlined on the following pages. The Public Safety Coordinating Council CJMHSA Committee will need to refine the persons responsible for implementation, action items and longer term timetable.

| Priority Area: Multi-agency Network (Clinical Pathways) [All Intercepts – Best Practices] | | | |
|--|---|--|---|
| Objective | Action Step | Who | When |
| Develop multi-agency committee focusing on clinical programs and evidence-based practices | Examine clinical pathways for those youth that have MH/SA issues Develop cross-training curriculum for various key stakeholders including law enforcement, judicial, MH/SA providers, etc. | <ul style="list-style-type: none"> • Community MH/SA Providers (Operation Par, PEMHS) • Juvenile Welfare Board (JWB) • Central Florida Behavioral Health Network (CFBHN) • School System • Public Defender's Office • State Attorney's Office • Law Enforcement | Tom Camp (Operation Par) will host 1 st meeting within next 6 months |

| Priority Area: Community Engagement & Education [Intercept 1] | | | |
|--|--|--|--|
| Objective | Action Step | Who | When |
| <p>Dissemination of information about various intervention/diversion programs and access to resources</p> <p>Reach out to various community stakeholders including faith-based, community providers, families/caregivers</p> | <p>Develop pamphlets about intervention/diversion programs (for both parents and children) Examine funding resources</p> <p>Develop parent education tools</p> | <ul style="list-style-type: none"> • PEMHS • School System • Law Enforcement • Juvenile Welfare Board • Live Free Coalition • FAST | <p>1st meeting within next 6 months</p> |

| Priority Area: Expand Diversion [Intercept 1] | | | |
|--|--|--|--|
| Objective | Action Step | Who | When |
| Expand diversion to 2 nd time offenders (focusing on big gap between 1 st and 2 nd offense) | Organize key stakeholders and develop criteria for diversion Develop quality resources for diversion, particularly for MH/SA issues | <ul style="list-style-type: none"> Juvenile Arrest Arbitration Project (JAAP) | 1 st meeting within next 6 months |

| Priority Area: Pre-lease/ Discharge Planning/ Continuity of Care [Intercept 4] | | | |
|---|--|--|--|
| Objective | Action Step | Who | When |
| Implement a transition team to discuss youth who will be discharged within 2 months | Develop linkages for youth when they are discharged Target specific youth who are high risk (MH/SA issues) Expand school programs for youth who cannot return to previous school due to serious crimes | <ul style="list-style-type: none"> Department of Juvenile Justice (DJJ) School System Community MH/SA Providers | DJJ will host 1 st meeting within next 6 months |

| Priority Area: Violation of Probation (VOP) and Court-Ordered Supervision [Intercept 5] | | | |
|--|---|--|--|
| Objective | Action Step | Who | When |
| <p>Develop ad-hoc committee to examine the status of juvenile violation of probations (VOPs)</p> <p>Provide additional resources for those high risk youth that need more than court-ordered supervision</p> | <p>Focus on increased number of VOPs in the juvenile justice system Examine data system to see if youth is involved in MH/SA system</p> <p>Link those youth to resources in community Develop intervention program(s) to target these high risk youth</p> | <ul style="list-style-type: none"> • Court Administrator’s Office • Judicial • DJJ • State Attorney’s Office • Public Defender’s Office • Law Enforcement • Community MH/SA providers | <p>Michelle Ardabily (Court Administrator’s Office) and Adrienne D’Alessandro-Conwell (DJJ) will set up a meeting with Judge Strom</p> |

Conclusions: Summary

A process such as the Cross-Systems Mapping workshop can result in the acknowledgment of a challenging list of service gaps. In this respect, Pinellas County is much like most Florida counties and indeed like many jurisdictions in the United States. At the same time, Pinellas County is very unique and has important strengths.

- ❖ First, the individuals who participated in this workshop represented all of the major stakeholders necessary to accomplish change in this area.
- ❖ Second, participants were enthusiastic and frank in their comments and observations. This spirit of collegiality and willingness to discuss limitations as well as strengths is an important part of being able to work across systems, as is necessary in improving the lives of juveniles with mental illnesses in or at risk for entering the juvenile justice system.

As Pinellas County moves forward with its strategic planning process, there are several issues that may be of particular importance.

- ❖ First, the planning process over time needs to identify the specific points in the process where intervention is possible and might have the biggest impact. It is impossible within existing resources to resolve every problem identified in a planning process, but it is possible to identify the potential points where an intervention might make the most difference. There seems to be consensus that an intervention or addressing those juveniles who “violate probation,” may have the greatest immediate impact on keeping juveniles in the community and out of a cycle of detention.
- ❖ Second, it is worth inventorying the data that are currently available in making this judgment and identifying what types of data that could be useful but either are not collected or not retained in an accessible data base. The USF-FMHI CJMHS Technical Assistance Center and/or Pinellas County Data Collaborative can assist in this task.
- ❖ Third, it is critical that the planning process not lose the momentum created to date. Planning meetings involving all relevant stakeholders should be conducted on a regular basis and assigned priority by stakeholders. This effort needs to be focused on the target population and not lost in the various planning committees in Pinellas County. In addition, there are a number of resources available to Pinellas County to accomplish some of the tasks identified during the workshop as next steps. Those resources should be utilized whenever possible to expand the capacity of the planning group.
- ❖ Community Organization and involvement – A longer term plan is for Pinellas County “to go back to its’ roots” or engaging communities at the neighborhood level, including parents, care givers, faith-based organizations, family centers, local schools, community policing efforts and other prevention or one-stop type of field-based interventions.
- ❖ Leadership – It will be incumbent upon the Public Safety Coordinating Council to provide the leadership needed to keep “decision makers” at the table, especially with state-wide policy changes occurring with the administration and potential privatization or local control of the juvenile justice system.

In closing, we would like to thank Pinellas County for allowing the CJMHS Technical Assistance Center to facilitate this workshop. In particular we would like to thank Gina Gibbs and Tim Burns for their work in handling the local arrangements. Finally, we would like to express a great gratitude to all the local stakeholders who took the time to share their experiences throughout the two-day visit. We look forward to continuing to work with Pinellas County.

Resources

| Website Resources and Partners | |
|---|--|
| Florida Criminal Justice Mental Health and Substance Abuse Technical Assistance Center | www.floridatac.org |
| Louis de la Parte Florida Mental Health Institute Department of Mental Health Law and Policy | http://mhlp.fmhi.usf.edu |
| Florida Partners in Crisis | http://www.flpic.org |
| Justice Center | www.justicecenter.csg.org |
| Policy Research Associates | www.prainc.com |
| National GAINS Center/ TAPA Center for Jail Diversion | www.gainscenter.samhsa.gov |

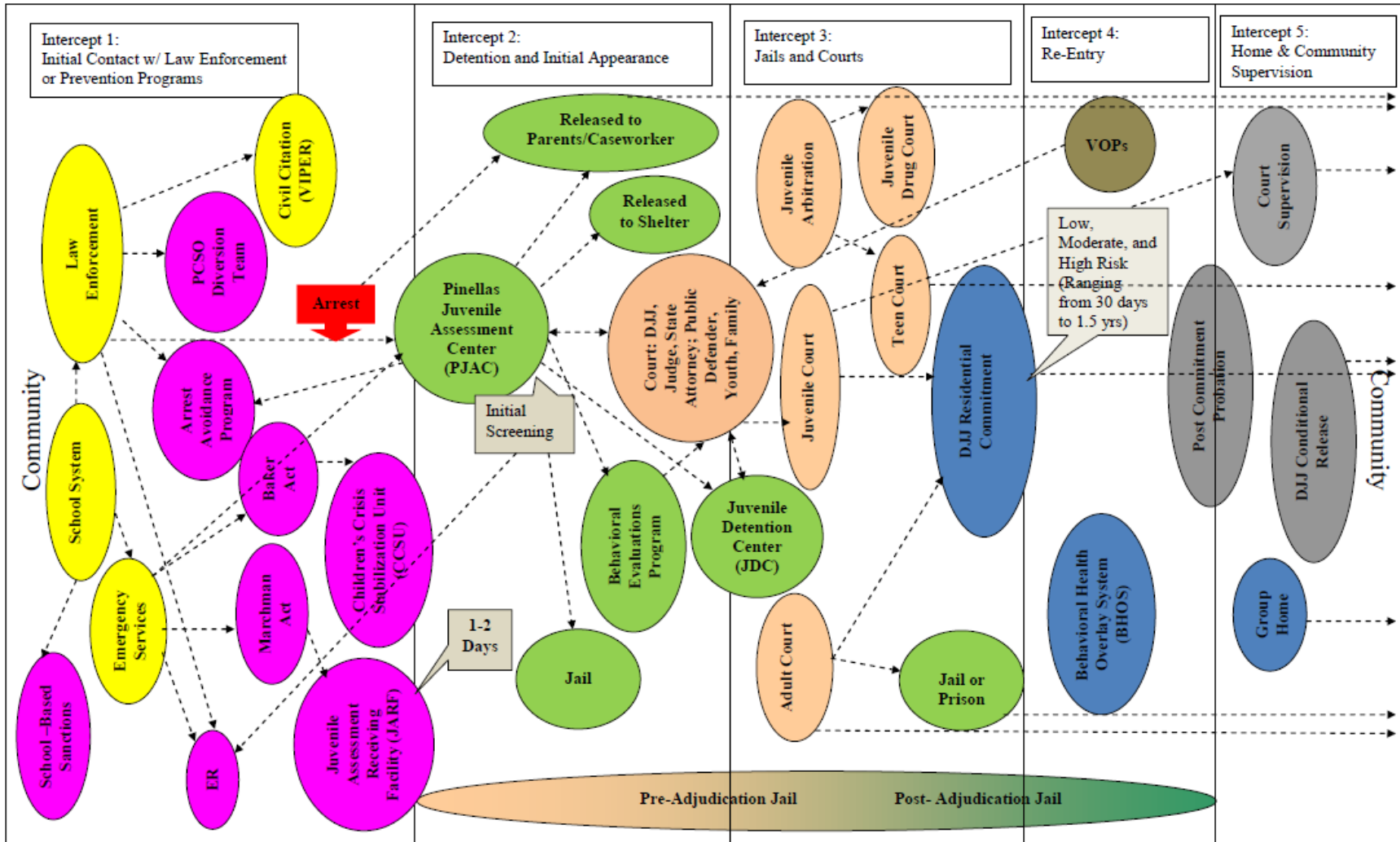
| Other Web Resources | |
|---|--|
| Center for Mental Health Services | www.mentalhealth.samhsa.gov/cmhs |
| Center for Substance Abuse Prevention | www.prevention.samhsa.gov |
| Center for Substance Abuse Treatment | www.csat.samhsa.gov |
| Council of State Governments Consensus Project | www.consensusproject.org |
| National Alliance for the Mentally Ill | www.nami.org |
| National Center on Cultural Competence | www11.georgetown.edu/research/gucchd/nccc/ |
| National Clearinghouse for Alcohol and Drug Information | www.health.org |
| National Criminal Justice Reference Service | www.ncjrs.org |
| National Institute of Corrections | www.nicic.org |
| National Institute on Drug Abuse | www.nida.nih.gov |
| Office of Justice Programs | www.ojp.usdoj.gov |
| Partners for Recovery | www.partnersforrecovery.samhsa.gov |
| Substance Abuse and Mental Health Services Administration | www.samhsa.gov |

List of Workshop Participants

| Name | Organization | Title | E-Mail | Contact Info |
|-------------------------------|--|----------------------------------|--|--|
| Michelle Ardabilly | Sixth Judicial Circuit Court | Chief Deputy Court Administrator | MArdabilly@jud6.org | 727-453-7035 |
| Vance Arnett | State Attorney's Office | Director Community Programs | varnett@co.pinellas.fl.us | 727-464-8151 |
| Brian Bostick | Eckerd Community Alternatives | Director of Programs | bbostick@eckerd-eca.org | 727 456-0600 x 2288 |
| Tim Burns | Pinellas County Justice and Consumer Services | Director | Tburns@pinellascounty.org | 15251 Roosevelt Blvd #209 Clearwater, FL 33760 727-453-7441 |
| Tienne Callender | West Care | | Tienne.callender@westcare.com | 727-502-0188 x 310 |
| Tom Camp | Operation Par | Vice President | TCamp@operpar.org | The Academy 6720 54 th Ave St. Pete, FL 33709 |
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| Vincent Giordano, PhD | Pinellas Juvenile Assessment Center/ Operation Par | Administrator | VGiordano@OperPar.org | 727-464-7450 |

| | | | | |
|--------------------------|---|---|--|--|
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| Diana Lenox | Pinellas County School Board | Director, Dropout Prevention | LENOXD@pcsb.org | 727-588-6064 (office) 727-638-1714 (cell) |
| Lt. Scott MacDonald | St. Petersburg Police Department | Lieutenant | Scott.MacDonald@StPete.org | |
| Marcia Marcionette, M.A. | Juvenile Welfare Board | Researcher | mmarcionette@jwbpinellas.org | JWB Children's Services Council of Pinellas 14155 58th Street N Clearwater, FL 33760 727-547-5663 (direct) 727-547-5610 (fax) 727-278-5067 (cell) |
| Angela McKnight | Pinellas County Sheriff's Office | | amcknight@pcsonet.com | 727-582-6200 |
| Stephen J. Nelson, Esq. | Office of the Public Defender, Sixth Judicial Circuit | Senior Assistant/Juvenile Division Supervising Attorney | snelson@co.pinellas.fl.us | 14250 49th Street North Clearwater, Florida 33762 727-464-6977 727-464-6767 (fax) |

| | | | | |
|----------------------|--|--|--|---|
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| Rich Rolfes | Central Florida Behavioral Health Network | Quality Specialist - Childrens Mental Health | RRolfes@cfbhn.org | 719 US Highway 301 South Tampa, FL 33619 813-740-4811 x 242 813-373-1107 (cell) 813-740-4877 (fax) |
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Public Safety Coordinating Council

Strategic Plan 2016 – 2017

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| Strategic Plan | 7 |

Overview

The Pinellas County Public Safety Coordinating Council (PSCC) operates in accordance with Florida Statute 951.26 for purposes of assessing the population status of all detention and correctional facilities owned by Pinellas County. On October 16, 2007, the Pinellas County Board of County Commissioners approved the designation of the Public Safety Coordinating Council as the Planning Council in line with Florida Statutes 394.657, County Planning Council or Committees.

Meetings are scheduled quarterly during the following months: January, May, August and November. The PSCC reviews the jail indicator's report, drug court substance abuse/mental health programs, reentry initiatives and collaboratively addresses issues facing the justice system.

Public Safety Coordinating Council Membership

Florida Statutes: 951.26 Public Safety Coordinating Councils

Each board of county commissioners shall establish a county public safety coordinating council for the county or shall join with a consortium of one or more other counties to establish a public safety coordinating council for the geographic area represented by the member counties. The chairperson of the board of county commissioners, or another county commissioner as designee, shall serve as the chairperson of the council until the council elects a chairperson from the membership of the council.

| Name | Statutorily Designated Membership |
|---|---|
| Bernie McCabe | The state attorney, or an assistant state attorney designated by the state attorney |
| Bob Dillinger | The public defender, or an assistant public defender designated by the public defender |
| Chief Judge Anthony Rondolino | The chief circuit judge, or another circuit judge designated by the chief circuit judge |
| Robert Dittmer | The chief county judge, or another county judge designated by the chief county judge |
| Sheriff Bob Gualtieri | The chief correctional officer |
| Sheriff Bob Gualtieri | The sheriff, or a member designated by the sheriff, if the sheriff is not the chief correctional officer |
| Patrick Barrentine Circuit 6 Administrator | The state probation circuit administrator, or a member designated by the state probation circuit administrator, to be appointed to a 4-year term |
| Commissioner Dave Eggers | The chairperson of the board of county commissioners, or another county commissioner as designee |
| Sheriff Bob Gualtieri | If the county has such program available, the director of any county probation or pretrial intervention program, to be appointed to a 4-year term |
| Nancy Hamilton Operation PAR | The director of a local substance abuse treatment program, or a member designated by the director, to be appointed to a 4-year term |
| Ed Peachy Worknet Pinellas | Representatives from county and state jobs programs and other community groups who work with offenders and victims, appointed by the chairperson of the board of county commissioners to 4-year terms |

Mission

Pursue fair and effective public safety strategies to encourage sound and efficient justice system operations, ensure access to needed programs and services, and promote opportunities for reform.

Vision

Guiding public safety through leadership, collaboration, engagement, innovation and fairness.

Values

- We will be **responsive** to the needs of our community
- We will maintain **ethical stewardship** through our actions
- We will be **fair** with respect to the dignity of every person, regardless of race, class, gender, or other characteristic.
- We will be **respectful** of the needs of individuals while recognizing our responsibility to the community as a whole.
- We will be **innovative** in our approach to individuals that pose minimal risk to public safety.
- We will be **collaborative** to ensure access to programs and services for individuals; and specifically services that aid in stabilizing, diverting, and reintegrating those suffering from behavioral health needs.
- We will seek **data-driven** decisions and results when available.

Pinellas County PSCC Planning Council Membership

| | |
|--|--|
| Bernie McCabe STATE ATTORNEY OR DESIGNEE | Bob Dillinger PUBLIC DEFENDER OR DESIGNEE |
| Paul Levine COUNTY COURT JUDGE | Chief Judge Anthony Rondolino CIRCUIT COURT JUDGE |
| Gay InsKeep LOCAL COURT ADMINISTRATOR OR DESIGNEE | Patrick Barrentine STATE PROBATION CIRCUIT ADMINISTRATOR OR DESIGNEE |
| Commissioner Pat Gerard COUNTY COMMISSION DESIGNEE | Sheriff Bob Gualtieri COUNTY DIRECTOR OF PROBATION |
| Sheriff Bob Gualtieri SHERIFF | Chief Jeffrey Undestad POLICE CHIEF OR DESIGNEE |
| Bob Neri, WestCare Gulfcoast-Florida AREA HOMELESS OR SUPPORTIVE HOUSING PROGRAM REPRESENTATIVE | Sheriff Bob Gualtieri CHIEF CORRECTIONAL OFFICER |
| Ariel Veguilla DJJ - DIRECTOR OF DETENTION FACILITY OR DESIGNEE | Melissa Fuller DJJ – CHIEF OF PROBATION OFFICER OR DESIGNEE |
| Shivana Rameshwar DCF - SUBSTANCE ABUSE AND MENTAL HEALTH PROGRAM OFFICE REPRESENTATIVE | Jeffrey Baskis, PRIMARY CONSUMER OF MENTAL HEALTH SERVICES |
| Jerry Wennlund, PEMHS COMMUNITY MENTAL HEALTH AGENCY DIRECTOR OR DESIGNEE | Dianne Clarke, Operation PAR LOCAL SUBSTANCE ABUSE TREATMENT DIRECTOR OR DESIGNEE |
| Don and Judy Turnbaugh PRIMARY CONSUMER OF COMMUNITY-BASED TREATMENT FAMILY MEMBER | Stephen Szopimski PRIMARY CONSUMER OF SUBSTANCE ABUSE SERVICES |

1/5/2017

| PSCC Strategic Plan 2016 -2017 | | |
|--|--|---|
| Key Strategy 1: Establish System Map on Pinellas County Adult Justice System | | |
| Define specific steps to address gaps. Six priority areas to stimulate long term system changes | | |
| Objectives | Tasks | Progress |
| 1.1 Establish Data Committee | 1.1.1 Convene Committee | <u>Progress to date:</u> System map completed in February 2016 Initial committee meetings held in June |
| 1.2 Jail Transition Planning Team | 1.2.1 Establish Plan and Develop team | |
| 1.3 Establish a Centralized Receiving Facility (CRC) and Addictions Receiving Facility (ARF) | 1.3.1 Explore feasibility of integrated model including funding opportunities and challenges | |
| 1.4 Establish an array of pre-diversion program options | 1.4.1 Establish committee and identify national best practice models | |
| 1.5 Expand supportive housing for Criminal Justice Mental Health Substance Abuse (CJMHS) target population | 1.5.1 Coordinate with the Homeless Leadership Board. Explore models with USF-FMHI | |
| 1.6 Reduce recidivism and prevent re-arrest | 1.6.1 Examine VOP misdemeanor data. Connect to expanded recovery oriented services | |

| PSCC Strategic Plan 2016 -2017 | | |
|--|--|---|
| Key Strategy 2: Enhance Behavioral Health Solutions for High Need Jail Population | | |
| Align and implement evidence-based solutions to behavioral crossover in the jail. Identify critical service barriers within the community to aid in future service planning and delivery | | |
| Objectives | Tasks | Progress |
| 2.1 Implement Behavioral Health Pilot 2.2 Address Barriers | 2.1.1 Pilot program funded by the Pinellas Board of County Commissioners to pursue stabilization of 33 high utilizers of the jail and Baker Act. 2.2.1 Identify and Implement additional behavioral health services and service alignments. | <u>Progress to date:</u> Pilot project in progress |
| Key Strategy 3: Service Mapping to Identify Existing Programs Serving High Need Population | | |
| Identify community based and justice system programs in place | | |
| Objectives | Tasks | Progress |
| 3.1 Service mapping of existing programs | 3.1.1 Identify linkages and opportunities across programs 3.2.1 Identify programs to explorer further | <u>Progress to date:</u> Chart initiated in May 2016 |

| PSCC Strategic Plan 2016 -2017 | | |
|---|--|--|
| Key Strategy 4: Participate in Governor’s Executive Order Efforts and White House Data-Driven Justice Initiative | | |
| Meetings held to further behavioral health efforts and service coordination within Pinellas County. Coordinate on best practices for high need users of the jail and Baker Act. | | |
| Objectives | Tasks | Progress |
| 4.1 Governor’s Executive Order | 4.1.1 Continue review of service coordination | Progress to date: Meetings in progress |
| 4.2 White House Data-Driven Justice Initiative | 4.1.2 Continue review of data needs/barriers | |
| | 4.2.1 Review of best practices from other jurisdictions | |
| | 4.2.2 Participation in idea exchange | |
| Key Strategy 5: Public Defender Jail Diversion Program | | |
| Program strives to stabilize and divert justice system involved individuals with mental health concerns. | | |
| Objective | Tasks | Progress |
| 5.1 Expand use of SOAR with Jail Diversion clients | 5.1.1 Coordinate Jail Diversion efforts with the Behavioral Health Pilot | Progress to date: Program has worked with 5,489 clients from its inception in April 2004 through December 2015 |

TAB 8: LETTERS OF COMMITMENT

The following items are included in this tab:

- Pinellas County Public Safety Coordinating Council
- Office of the Public Defender, Sixth Judicial Circuit
- Ready for Life, INC.



PAT GERARD
COMMISSIONER

January 23, 2019

PINELLAS COUNTY
BOARD OF COUNTY COMMISSIONERS

PHONE (727) 464-3360 • FAX (727) 464-3022 • 315 COURT STREET • CLEARWATER, FLORIDA 33756
www.pinellascounty.org

Michele Staffieri, Procurement Manager
Department of Children and Families
1317 Winewood Blvd., Bldg. 6, Room 231
Tallahassee, FL 32399-0700

RE: Certified Designation Letter # RFA112818HSET1
Criminal Justice, Mental Health and Substance Abuse Reinvestment Grant

Ms. Staffieri:

The Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant (RFA112818HSET1), Section 3.8.1.2 requires that if a county has designated another entity to apply on their behalf, the application must include a letter certified by the county planning council or committee designating the not-for-profit community provider or managing entity to apply for the Request For Applications (RFA) on their behalf.

In accordance with the above requirement, please accept this letter as certification that the Pinellas County Public Safety Coordinating Council has designated the Road to Success: An expansion of the Office of the Public Defender's Crossover for Children's Program for the RFA submission. At a special meeting held January 11, 2019, Bob Dillinger, Public Defender for the Sixth Judicial Circuit, presented an abstract describing the Road to Success program that will serve 50 unduplicated, at risk youth (ages 14 through 21) who have a mental health or substance abuse disorder and risk involvement with delinquency and dependency systems. At that meeting, the project was approved to move forward with Pinellas County as the applicant to apply for the RFA.

Additionally, the Pinellas County Board of County Commissioners approved the recommendation of the Public Safety Coordinating Council at its January 22, 2019, meeting.

The Road to Success Program's primary goal is to divert high-risk individuals from arrest, prosecution, or incarceration to treatment and support services. Please accept this letter as meeting the requirement of Section 3.8.1.2 of the RFA.

Sincerely,

Pat S. Gerard, District 2
Pinellas County Commission

PINELLAS COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER





January 28, 2019

Florida Department of Children and Families
Office of Substance Abuse and Mental Health
Attn: Michele Staffieri, Procurement Manager
1317 Winewood Blvd. Bldg. 6, Room 231
Tallahassee FL 32399

**RE: Department of Children and Families, Office of Substance Abuse and Mental Health
Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant
GRANT# RFA112818HSET1**

Dear Ms. Staffieri:

With this letter, Ready for Life, Inc. makes a fundamental commitment to be a supportive participant in the Department of Children and Families, Office of Substance Abuse and Mental Health Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant #RFA112818HSET1 submitted by the Office of the Public Defender, Sixth Judicial Circuit of Florida. Ready for Life, Inc. will work in partnership with the Public Defender's Office, Pinellas County and the Public Safety Coordinating Council (PSCC). This would be an expansion of the existing Crossover for Children (CFC) program operated in the Office of the Public Defender, and it the expansion will be named Road to Success (RTS).

The primary goal of RTS is to divert both low and high-risk individuals (high systems users) from arrest, prosecution, or incarceration in to treatment and support services. The target population is at-risk youths (ages 14-21) 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 delinquency and dependency systems. Anticipated outcomes include a decrease in recidivism, relapse, and risk factors/behaviors; and increases/improvements in education, transportation, employment, self-sufficiency, housing stability, overall health, and social connectedness, among others.

Ready for Life, Inc. and its partners understand that grant funding must be spent within 36 months from the date of the award letter, and that Implementation and Expansion Grants will not be renewed at the end of the 3-year grant period. The Office of the Public Defender, Sixth Judicial Circuit, and its partner Ready for Life, Inc., will work together to propose strategies to promote service sustainability at a level that continues to deliver the intended project benefits of the initiative after the termination of a grant award.

Ready for Life, Inc. looks forward to this collaboration with the Office of the Public Defender, 6th Judicial Circuit and key community stakeholders to serve this client population.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kathy Mize', is written over the word 'Sincerely'.

Kathy Mize, MSW
Ready for Life, Inc./ CEO
727-954-3989 #222



BOB DILLINGER
PUBLIC DEFENDER
SIXTH JUDICIAL CIRCUIT OF FLORIDA
January 31, 2019

Florida Department of Children and Families
Office of Substance Abuse and Mental Health
Attn: Michele Staffieri, Procurement Manager
1317 Winewood Blvd. Bldg 6, Room 231
Tallahassee FL 32399

RE: LETTER OF COMMITMENT - GRANT# RFA112818HSET1

Dear Ms. Staffieri:

With this letter, the Sixth Judicial Circuit Public Defender's Office makes a fundamental commitment to be the lead organization as part of the Department of Children and Families, Office of Substance Abuse and Mental Health Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant #RFA112818HSET1. The Public Defender's Office will work in partnership with Ready for Life, Inc. Ready for Life (RFL) is a 501(c)(3) that addresses the needs of youth aging out of foster care system. This would be an expansion of the existing Crossover for Children (CFC) program operated in the Office of the Public Defender, and the expansion will be named Road to Success (RTS). In conjunction with the Crossover program RTS will ensure a smooth handoff from Crossover to services of RFL.

The primary goal of RTS is to divert both low and high-risk youth from arrest, prosecution, or incarceration into treatment and support services. The target population is at-risk youths (ages 14 through 21) 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 delinquency and dependency systems. Anticipated outcomes include a decrease in recidivism, relapse, and risk factors/behaviors; and increases/improvements in education, transportation, employment, self-sufficiency, housing stability, overall health, and social connectedness, among others.

The Office of the Public Defender, Sixth Judicial Circuit, and its partners understand that grant funding must be spent within 36 months from the date of the award

PUBLIC DEFENDER OFFICES

Office of the Public Defender
14250 - 49th Street North
Clearwater, FL 33762
Telephone: (727) 464-6516
Fax: (727) 464-6119

Office of the Public Defender
38053 Live Oak Avenue
Dade City, FL 33523
Telephone: (352) 521-4388
Fax: (352) 521-4394

Office of the Public Defender
7530 Little Road
New Port Richey, FL 34654
Telephone: (727) 847-8155
Fax: (727) 847-8025

letter, and that Implementation and Expansion Grants will not be renewed at the end of the 3-year grant period. The Office of the Public Defender, Sixth Judicial Circuit, and its partner Ready for Life, Inc., will work together to propose strategies to promote service sustainability at a level that continues to deliver the intended project benefits of the initiative after the termination of a grant award.

The Office of the Public Defender, Sixth Judicial Circuit looks forward to this collaboration with Ready for Life, Inc. as well as working to serve this client population.

Sincerely,

Bob Dillinger, Public Defender-Sixth Judicial Circuit



Bob Dillinger

Member of the Pinellas County Public Safety Coordinating Council (PSCC)

RHD/db

TAB 9: LINE ITEM BUDGET AND BUDGET NARRATIVE

The following items are included in this tab:

- Detailed budget and budget narrative for each year of grant

| Table A: Line Item Budget | | | |
|---|------------------------------|---|------------------------|
| Applicant | | | |
| | Grant Funds Requested | Matching Funds and Other In-Kind Contributions | |
| | | Funding | Source of Funds |
| Salaries: | 673,866 | 673,866 | Public Defender |
| Fringe Benefits: | 161,053 | 161,053 | Public Defender |
| Equipment | | | |
| Staff Travel: | 8,010 | 8,010 | Public Defender |
| Supplies: | 28,803 | 28,803 | Public Defender |
| Building Occupancy: | 41,250 | 41,250 | Public Defender |
| Consultant Services: | | | |
| Consultant Travel: | | | |
| Consultant Supplies: | | | |
| Subcontracted Services: (Total ALL subcontract services) | | | |
| Other (specify): | 180,000 | 180,000 | Public Defender |
| Administrative Cost: | 107,018 | 107,018 | Public Defender |
| Total: | 1,200,000 | 1,200,000 | 1,200,000 |
| Total Project Cost: | 2,400,000 | = Grants Funds Requested + Matching Share | |
| Match Percentage: | 100% | = Match / Total Project Cost | |

**Road to Success Expansion Grant
36-Month Budget Narrative (F/Y 2019-2022)**

**A. CJMHSA Grant
Personnel:**

Case Manager (Bachelor) PD Office 1FTE: Provide comprehensive case management services to clients including assessment, treatment planning, progress monitoring, advocacy, and referrals. This position will help to navigate clients between stabilization and short-term and permanent housing.
 $\$58,203 \times 1 = \$58,203$ (Salary + Benefits)
 $\$59,367 \times 2 = \$118,734$ (2% COLA)

Case Manager (Bachelor) Ready for Life 1FTE: Provide comprehensive case management services to clients including assessment, treatment planning, progress monitoring, advocacy, and referrals. This position will help to navigate clients between stabilization and short-term and permanent housing.
 $\$58,203 \times 1 = \$58,203$ (Salary + Benefits)
 $\$59,367 \times 2 = \$118,734$ (2% COLA)

Therapist (Master Level) PD Office 1FTE: Work to develop a counseling/mentoring program for this at risk group to include therapy, anger management and life skills.
 $\$64,860 \times 1 = \$64,860$ (Salary + Benefits)
 $\$66,157 \times 2 = \$132,314$ (2% COLA)

Therapist (Master Level) Ready for Life 1FTE: Work to develop a counseling/mentoring program for this at risk group to include therapy, anger management and life skills.
 $\$64,860 \times 1 = \$64,860$ (Salary + Benefits)
 $\$66,157 \times 2 = \$132,314$ (2% COLA)

Juvenile Attorney PD Office 1FTE: To represent 50 new clients in all court cases and assessment hearings and other forum that client needs representations.
 $\$85,031 \times 1 = \$85,031$ (Salary + Benefits)
 $\$86,732 \times 2 = \$173,463$ (2%COLA)

Data Coordinator PD Office .5FTE: This position is responsible for overseeing the collection, inputting, analysis and reporting of program data.
 $\$15,000 \times 1 = \$15,000$ (No Benefits)
 $\$15,300 \times 2 = \$30,600$ (2% COLA)

**B. PUBLIC DEFENDER (IN-KIND)
PERSONNEL:**

Case Manager (Bachelor) 2FTE: Provide comprehensive case management services to clients including assessment, treatment planning, progress monitoring, advocacy, and referrals. This position will help to navigate clients between stabilization and short-term and permanent housing.
 $\$139,667 \times 2 = \$279,334$ (Salary + Benefits)
 $\$139,666 \times 1 = \$139,666$ (Salary + Benefits)

Therapist (Master Level) Ready for Life 1FTE: Work to develop a counseling/mentoring program for this at risk group to include therapy, anger management and life skills.
 $\$64,860 \times 1 = \$64,860$ (Salary + Benefits)
 $\$66,831 \times 2 = \$133,662$ (COLA)

C. ADMINISTRATIVE COSTS

Must adhere to the legislative cap of 10% of the requested state grant funds.
 Grant request of 1,200,000 allows for 120,000 per year. The submitted request is for \$214,036, not the \$360,000 allowed by cap.
 Grant = \$107,018
 In-Kind = \$107,018

D. STAFF TRAVEL

Local travel is estimated that 1,000 miles per month will be required for staff to travel to appropriate sites for clinical services, court/assessment hearings, and client follow up.
 Grant = $6,000 \times .445 = 2,670 \times 3 = \$8,010$
 In-Kind = $6,000 \times .445 = 2,670 \times 3 = \$8,010$

E. Supplies

Office Supplies, Program Supplies, Educational Materials for Clients (i.e., Seeking Safety, workbooks/journals, etc), New Staff Supplies (i.e., computer, cellphone, desk, chair, etc)
 Grant = \$28,803
 In-Kind = \$28,803

F. BUILDING OCCUPANCY

County Burden/Unburden costs, facility cost allocation from county
 Grant = \$41,250
 In-Kind = \$41,250

G. OTHER EXPENSES

Communications (land line, fax, line, internet, cellphone service, BTS support), Copier lease, Staff Recruitment, Client Transitional Housing, Client transportation

(use of office vehicle), Client Food, Insurance (office equipment, building), various fees.

Grant = \$107,018

In-Kind = \$107,018

PINELLAS COUNTY ADDENDUM RESPONSE

2019 CJMHSA Reinvestment Grant - Road to Success Crossover Youth Project

Criteria 2B: How well does the application describe the Strategic Plan?

ADDENDUM REQUESTED: #2. The application demonstrates a current Strategic Plan identifying an organization or key stakeholder responsible for each task or key activity and a proposed completion date for each.

ADDENDUM REQUESTED: #3. The application demonstrates a current Strategic Plan addressing participation of the planning council or committee.

ADDENDUM REQUESTED: #4. The application demonstrates a current Strategic Plan addressing communication amongst agencies and organizations involved throughout the lifetime of the project, detailing the frequency of planned meetings, and the decision-making process to ensure successful implementation.

ADDENDUM REQUESTED: #6. The application demonstrates a current Strategic Plan addressing care coordination to increase access to behavioral health treatment and support services and ancillary social services (i.e., housing, primary care; benefits, etc.).

Monthly meetings will occur with the Public Defender, Pinellas County and Ready for Life, and quarterly meetings with the PSCC will also occur. Adjustments will be discussed and decided upon at these meetings as needed. Representatives from the Public Defender and Pinellas County will attend the Central Florida Behavioral Health Network’s (CFBHN) monthly acute care meetings on the 3rd Tuesday of each month to discuss program progress and explore data reporting processes that will help monitor the performance of the Road to Success (RTS) program.

Grant staff will perform extensive services for this at-risk group, including:

- Daily advocacy for the child in meetings with the children in their placements;
- Making sure the child is present at staffings when they want to attend;
- Pre and post-court meetings with the child to assure their understanding of the hearing;
- Facilitating enrollment of children in school and transportation issues;
- Encouraging runaways/potential runaways to return to or stay in their placements;
- Encouraging caseworkers to be proactive about finding placements for runaways prior to their return to the system;
- Speaking with group home directors when a child is at risk of being kicked out;
- Working with the State Attorney's Office to get charges reduced;
- Following up with CBC caseworkers regarding benefit issues; and
- Presenting to agencies, and judges within the court system to increase awareness and gather information on how our office can best serve this group of children.

Ready for Life, Inc. will be the “Skills Center” for our target population. This provides the opportunity for those young adults raised in the foster care system and involved with DJJ to receive the life skills necessary to be successful. Most of us take for granted the things we were taught or learned during our childhood and teen years. This population is often deficient in academic performance and basic life

skills. Through the Unified Family Court of the Sixth Judicial Circuit, RTS will collaborate with the State Attorney's Office, School Resource Officers, PEMHS, the Guardian Ad Litem Office, the National Advocacy Center for Persons with Disabilities, Directions for Living, Suncoast Center for Mental Health, Pinellas County Schools, the Agency for Persons with Disabilities, and the Juvenile Welfare Board.

3.8.6.3.2.2 Organization and key stakeholder responsible for each task or key activity necessary to accomplish the objectives;

| | | |
|---|--|---------------------------------|
| The primary objective is to divert both low and high-risk youth from arrest, prosecution, or incarceration to treatment and support services. | | |
| Objective #1 | | |
| Expand Crossover for Children Program, Road to Success (RTS) | | |
| Task | Activities/Milestones | Responsible Partners |
| Notification of award, finalize Agreement(s), Board of County Commissioners | Submit agreement(s) to County Administrator, set agenda item before BCC meetings to set up budget categories 1-2 months | Public Defender, Ready for Life |
| Coordinate activities within existing Crossover for Children program to identify clients for RTS program | Notify law enforcement, judiciary, State Attorney of expansion of Crossover for Children, RTS program 1-2 months | Public Defender, Ready for Life |
| Provide an information system to track consenting clients | Public Defender meets with Ready for Life to review and familiarize with their Apricot client tracking software and HMIS (Homeless Management Information System) that will track arrests, receipt of benefits, employment, and stable housing 1-2 months | Public Defender, Ready for Life |
| Begin client identification and referrals | Coordinate agency notification 2-36 months | Public Defender, Ready for Life |
| Objective #2 | | |
| Collaboration | | |
| Participate in planning council meetings | PSCC meeting occur quarterly | PSCC Membership |
| Assess progress of the project based on timelines and review attainment of goals | Status presentations at quarterly PSCC meetings 36 months | PSCC, Public Defender |
| Identify objectives, performance measures and data necessary for collection | Meet with program staff to establish procedures for data collection 1-2 months | Public Defender, Ready for Life |

| | | |
|---|---|---|
| Institute ongoing data collection plan/Data sharing | Public Defender and Ready for Life will collect data and share with each other on a monthly basis. 2-36 months | Public Defender, Ready for Life |
| Coordinating with Managing Entities | Representatives from the Public Defender and Pinellas County will attend the Central Florida Behavioral Health Network's (CFBHN) monthly acute care meetings on the 3 rd Tuesday of each month to discuss program progress and explore data reporting processes that may help monitor the success of the program | Public Defender, Pinellas County, CFBHN |
| Make necessary adjustments to implementation activities, as needed. | Monthly meetings will occur with the Public Defender, Pinellas County and Ready for Life, and quarterly meetings with the PSCC will also occur. Adjustments will be discussed and decided upon at these meetings as needed. | Public Defender, Ready for Life, PSCC, Pinellas County |
| Objective #3 | | |
| Improving performance measurement outcomes and quality assurance initiatives | | |
| Ensure the original stated performance measure outcomes are met and adjust accordingly for measures that are struggling to be met | Monthly meetings will occur with the Public Defender, Pinellas County and Ready for Life, and quarterly meetings with the PSCC will also occur. Additional monthly meetings will occur with the CFBHN. Adjustments will be discussed and decided upon at these meetings as needed. | Public Defender, Ready for Life, PSCC, Pinellas County, CFBHN |

3.8.6.3.2.4 The Office of the Public Defender RTS team will meet monthly with Ready for Life to communicate successes, opportunities and barriers of the program and participants. Representatives from the Public Defender's Office, Pinellas County, and Ready for Life will participate in a teleconference at the end of each month to review and discuss project progress. The Public Defender's Office will schedule the teleconferences and provide the agendas. During these monthly teleconferences, project decisions as well as details of successes, barriers, and opportunities will be discussed. The organizations will also be in communication with each other via email and phone calls for anything that may need to be addressed outside of the monthly teleconferences. Adjustments will be made according to the needs of each individual client and situation. A representative from RTS will attend the Central Florida Behavioral Health Network's (CFBHN) monthly acute care meetings on the 3rd Tuesday of each month to discuss program progress and explore data reporting processes that may help monitor the success of the program.

ADDENDUM REQUESTED: #7. The application demonstrates a current Strategic Plan addressing law enforcement assessment of their current process at intercept points, capacity, and how the proposed project will implement or expand diversion initiatives.

ADDENDUM REQUESTED: #8. The application demonstrates the status of the Strategic Plan, including implementation, sequential Intercept Mapping, date of last review or update for the proposed Target Population, and identifying challenges or barriers to implementation.

Prior to the project start date, the Public Defender will facilitate startup meetings with Ready for Life and Pinellas County to ensure clear communication of goals and intent, to discuss project goals, logistics, data collection, potential barriers, and general project progress. Agreement(s) will be completed and finalized within the first month of the project start date. The Public Defender intends to have all grant-funded staff hired and trained within the first two months of the project start date. Eligible Crossover clients appointed to the Public Defender will begin being referred and screened for RTS by case managers, and by month three of the project, Ready for Life will begin accepting client referrals.

Clients will be provided services including, but not limited to: integrated screening and assessment, individualized health and wellness planning, individual counseling for substance abuse and mental health issues, education and support groups, comprehensive case management, GED/tutoring services, housing support, employment support, transportation assistance throughout the duration of the program. Clients who are successfully discharged from the program will be assessed upon discharge and will be monitored for 1 year after discharge. The amount of time a client spends in the program depends on the individual's specific needs and can vary greatly.

Grant staff will measure and monitor performance measures, which will be collected and submitted both monthly and quarterly, depending on the measures being reported. The Public Defender, Ready for Life, and Pinellas County will hold monthly collaboration teleconferences to discuss and review project progress/barriers/successes/opportunities/sustainability. A grant staff member will attend monthly CFBHN acute care meetings to update the managing entity about project progress. A grant staff member will also attend the quarterly PSCC meetings as well to update the council about project progress.

Criteria 2C (Tab 4): How well are the strategies the Applicant intends to use to serve the Target Population described?

ADDENDUM REQUESTED: #1. The application demonstrates services and supervision methods to be applied in addressing diversion of the Target Population from arrest, prosecution, or incarceration to treatment and support services.

3.8.6.3.2.5 Identification and screening will take place at the various stages of proceedings at Sequential Intercept Point 2 to ensure assignment as early as possible. They will be evaluated one of our master's level counselor/therapist, who will conduct a biopsychosocial evaluation to determine if there is a mental illness, substance use disorder, or co-occurring mental health and substance use disorders. Specific screening tools/criteria to be used can include, but are not limited to:

ANXIETY:

- **GAD-7** – A self-administered 7 item instrument that uses some of the DSM-V criteria for GAD (General Anxiety Disorder) to identify probable cases of GAD along with measuring anxiety

symptom severity. It can also be used as a screening measure of panic, social anxiety, and PTSD. English and Spanish version available. Reliability: good procedural reliability, excellent internal consistency. Validity: good criterion validity, factorial validity, and procedural validity.¹

- **Spence Children’s Anxiety Scale** – The Spence Children’s Anxiety Scale (SCAS) assess the severity of anxiety symptoms, broadly and across six dimensions of anxiety proposed by the DSM-IV. School-aged versions are available for caregivers/parents and students (ages 12-15). The scale can be used to evaluate the impact of therapy on anxiety symptoms in children and adolescents. English, Spanish and other language versions available. Reliability: internal reliability very high.²
- **Severity Measure for Generalized Anxiety Disorder-Child Age 11-17** – assesses the severity of generalized anxiety disorder in children and adolescents. The measure was designed to be completed by the child upon receiving a diagnosis of generalized anxiety disorder (or clinically significant generalized anxiety disorder symptoms) prior to follow up visits with the clinician.³

DEPRESSION:

- **PHQ-9 (Patient Health Questionnaire)** – a multipurpose instrument for screening, diagnosing, monitoring and measuring the severity of depression. The diagnostic validity of the 9-item PHQ-9 was established in studies involving 8 primary care and 7 obstetrical clinics. PHQ-9 scores > 10 had a sensitivity of 88% and a specificity of 88% for Major Depressive Disorder. Reliability and validity of the tool have indicated it has sound psychometric properties. Internal consistency of the PHQ-9 has been shown to be high.⁴
- **PHQ-9 Modified (Patient Health Questionnaire modified for Adolescents)** - The Patient Health Questionnaire Modified for Teens (PHQ-9 Modified) can be used with patients between the ages of 12 and 18.⁵

TRAUMA:

- **PCL-5** – PTSD Checklist for DSM-5 (PCL-5) – A 20 item self-report measure that assesses the presence and severity of PTSD symptoms. Items on the PCL-5 correspond with DSM-5 criteria for PTSD. The PCL-5 can be used to quantify and monitor symptoms over time, to screen individuals for PTSD and to assist in making a provisional or temporary diagnosis of PTSD. The PCL-5 is a psychometrically sound measure of DSM-5 PTSD.⁶
- **Traumatic Events Screening Inventory (TESI-C)** – The TESI-C protocol is a guide for clinical and/or research interviewing to screen for a child’s history of exposure to potentially traumatic experiences.⁷

SUICIDE:

- **Columbia-Suicide Severity Rating Scale (C-SSRS)** – A questionnaire used for suicide assessment developed by multiple institutions, including Columbia University with NIMH support. The CC-SSRS Risk Assessment is intended to help establish a person’s immediate risk of suicide and is used in a variety of settings. The scale is evidence-supported and is part of a national and international public health initiative involving the assessment of suicidality. Studies attest to the protocol’s divergent, convergent, predictive, and incremental validity, as well as to its sensitivity to change, internal consistency, inter-rater reliability, cross-cultural and multilingual application,

¹ Retrieved from: https://www.mirecc.va.gov/cih-visn2/Documents/Clinical/GAD_with_Info_Sheet.pdf

² Retrieved from: <https://www.scaswebsite.com/docs/Ramme%20SCAS%20Psychomet%20evidence.pdf>

³ Retrieved from: file:///C:/Users/pdo00074/Downloads/APA_DSM5_Severity-Measure-For-Generalized-Anxiety-Disorder-Child-Age-11-to-17.pdf

⁴ Retrieved from: <https://www.apa.org/pi/about/publications/caregivers/practice-settings/assessment/tools/patient-health>

⁵ Retrieved from: <https://cchap.org/wp-content/uploads/2014/storage/kh/PHQ-9-english.pdf>

⁶ Retrieved from: <https://www.ptsd.va.gov/professional/assessment/adult-sr/ptsd-checklist.asp>

⁷ Retrieved from: <https://www.ptsd.va.gov/professional/assessment/documents/TESI-C.pdf>

and more. Evidence also supports the effectiveness of the Columbia Protocol as an intervention tool for preventing suicides, as well as a measurement tool for treatment response.⁸

3.8.6.3.2.6 Once the client has been identified and assigned to a CFC public defender they will be evaluated by an RTS counselor/therapist and assigned to an RTS case manager/social worker or youth specialist. These integrated teams will develop a treatment plan and will use the least restrictive program to best serve these clients.

- Integrated screening and assessment
- Individualized health and wellness planning
- Individual counseling to explore substance abuse and criminal thinking, as well as mental health treatment
- Education and support groups (e.g., substance abuse, co-occurring, criminal thinking, etc.)
- Comprehensive case management services
- Relapse prevention programming/services
- Services provided by Ready for Life, Inc. include:
 - In-House GED Center/ tutoring services, mentoring program, homelessness support and prevention services, financial literacy course, housing/utility deposits, transportation assistance and employment readiness

Program staff will maintain frequent contact regarding client progress to ensure clear and timely care coordination.

3.8.6.3.3 The proposed project will utilize evidence-based programs and practices including, but not limited to, Cognitive Behavioral Therapy, Motivational Interviewing, Motivational Enhancement Therapy, and Seeking Safety, Solution Focused Brief Therapy, and Dialectical Behavior Therapy. RTS will also utilize promising practices such as peer-based recovery support to improve the accessibility and effectiveness of treatment services for juveniles who have a mental illness, substance abuse disorders, or co-occurring mental health and substance abuse disorders, and who are in, or at risk of entering, the criminal justice systems. The measurable objectives are described in section 3.8.6.4 and will be documented by program staff.

Reduced recidivism among crossover clients is the primary goal. Each client will be entitled to:

- Integrated screening and assessment
- Individualized health and wellness planning
- Individual counseling to explore substance abuse and criminal thinking, as well as mental health treatment
- Education and support groups (e.g., substance abuse, co-occurring, criminal thinking, etc.)
- Comprehensive case management services
- Relapse prevention programming/services
- Services provided by Ready for Life, Inc. include:
 - In-House GED Center/ tutoring services, mentoring program, homelessness support and prevention services, financial literacy course, housing/utility deposits, transportation assistance and employment readiness

⁸ Retrieved from: <http://cssrs.columbia.edu/the-columbia-scale-c-ssrs/evidence/>.

Criteria 3 (Tab 4): How well does the application describe how performance under the grant will be measured?

ADDENDUM REQUESTED: #1. The application demonstrates monitoring of grant activities to determine achievement of performance measures specified in Section 2.4.2, including the process and standards for data collection, analysis, distribution and quality assurance.

Arrest data will be collected by the Public Defender's Office from the Odyssey system. Employment and housing data will be collected by grant staff housed in both the Public Defender's Office and Ready for Life using internal databases. Benefits data will be collected by grant staff housed both at the Public Defender's Office and Ready for Life. All data submitted will be reviewed by the Public Defender's Director of Mental Health.

ADDENDUM REQUESTED: #2. The application demonstrates targets and methodologies addressing the performance measures specified in Section 2.4.2.

3.8.6.4 Performance Measures

The Public Defender's Office will collect data regarding individuals who enter RTS. The Public Defender's Office will track numbers of individuals diverted from the jail. At the conclusion of RTS, the Public Defender's Office will track successful completion rates and program participant's satisfaction with the process/program.

- Fifty percent (50%) of participants will not be arrested while enrolled in the program.
 - As defined as juveniles apprehended into detention custody by DJJ.
 - As reported in Odyssey/CJIS/DJJ detention data collected by the Public Defender.
 - Calculated as:
(# of participants - # of participants arrested while enrolled) / (# of participants)
- Fifty percent (50%) of participants will not be arrested within one year following program discharge.
 - As defined as juveniles apprehended into detention custody by DJJ.
 - As reported in Odyssey/CJIS/DJJ detention data collected by the Public Defender.
 - Calculated as:
(# of participants - # of participants arrested within 1 yr. of discharge / (# of participants)
- Seventy-five percent (75%) of participants not residing in a stable housing at program admission will reside in a stable housing environment within 90 days of program admission (or at discharge, if sooner).
 - As reported in data collected by the Public Defender and Ready for Life from a combination of Eckerd, HMIS, and follow-ups.
 - Calculated as:
of participants in stable housing within 90 days of admission or discharge if sooner / # of participants in program 90 days or discharged who were not residing in stable housing at admission
- Seventy-five percent (75%) of participants will reside in a stable housing environment one year following program discharge.
 - As reported in data collected by the Public Defender and Ready for Life from a combination of Eckerd, HMIS, and follow-ups.
 - Calculated as:

of participants in stable housing one year following discharge / # of participants who have been discharged for 1 year

- Eighty-five percent (85%) of eligible participants not employed at program admission will be employed within 180 days of program admission.
 - As reported in data collected by the Public Defender and Ready for Life from follow-ups with clients.
 - Calculated as:
of eligible participants employed within 180 days of admission / # of eligible participants not employed at admission
 - “Eligible” is defined as willing, physically and mentally able, legally of age under the Fair Labor Standards Act and not receiving income through Postsecondary Education Services and Support (PESS) or other programs.
 - “Employed” is defined as employed full- or part-time, enrolled in/completed a Ready for Jobs or Ready for Work program at Ready for Life, or applying for/enrolled in PESS or other program providing income.
- Eighty-five percent (85%) of eligible participants not employed at program admission will have obtained or maintained employment one year following program discharge.
 - As reported in data collected by the Public Defender and Ready for Life from follow-ups with clients.
 - Calculated as:
of eligible participants employed within 1 year of discharge / # of eligible participants discharged for 1 year who were not employed at admission
 - “Eligible” is defined as willing, physically and mentally able, legally of age under the Fair Labor Standards Act and not receiving income through Postsecondary Education Services and Support (PESS) or other programs.
 - “Employed” is defined as employed full- or part-time, enrolled in/completed a Ready for Jobs or Ready for Work program at Ready for Life, or applying for/enrolled in PESS or other program providing income.
- Eighty percent (80%) of participants will be assisted in obtaining social security or other benefits for which they may be eligible but were not receiving at program admission.
 - As reported in data collected by the Public Defender and Ready for Life from service records.
 - Calculated as:
of benefits-eligible participants who have been assisted with benefits through RTS / # of benefits-eligible participants not receiving benefits at admission
 - Other “benefits” may include, but are not limited to, assistance with: food stamps, social security card, birth certificate, state ID/Driver’s License, Medicaid/health insurance, and FAFSA.
- Ten percent (10%) of participants will be diverted from a State Mental Health Treatment Facility.
 - As reported in data collected by the Public Defender and Ready for Life from a combination of Eckerd and follow-up information.
 - Calculated as:
of participants diverted from a state mental health treatment facility / total number of participants
 - “State Mental Health Treatment Facility” is defined as a Statewide Inpatient Psychiatric Program (SIPP) placement.

ADDENDUM REQUESTED: #3. The application demonstrates at least one additional performance measure unique to the tasks outlined in the application, including proposed targets and methodologies.

- Twenty-five percent (25%) of participants will exhibit a decrease in mental health symptoms such as anxiety, trauma, PTSD, or other related mental health disorders at discharge.
 - As reported in data collected by the Public Defender and Ready for Life via assessments at admission and discharge using tools described in section 3.8.6.3.2.5.
 - Calculated as:
of clients who were assessed as having mental health symptoms at admission and have been discharged / # of discharged clients who exhibited a decrease in mental health symptoms at their discharge assessment.

Criteria 4 (Tab 4): How well does the application describe the Applicant's capability and experience in providing similar services?

ADDENDUM REQUESTED: #1. The application demonstrates the capabilities and experience of the Applicant and other participating organizations, including law enforcement agencies, sufficient to meet the objectives detailed in this RFA.

ADDENDUM REQUESTED: #2. The application demonstrates the organization's capacity to implement the proposed project.

3.8.6.5 Capability and Experience

Pinellas County Justice Coordination is a division within Pinellas County's Department of Human Services. This division of Government coordinates meetings of the Planning Council (the Public Safety Coordinating Council) as well as provides fiscal and programmatic administration of justice-related grant projects and contracts on behalf of the Pinellas Board of County Commissioners, the legislative and governing body of Pinellas County with decision-making authority regarding the approval and submittal of this application. Justice Coordination works in partnership Human Services' Business Services Division, which provides accounting support and financial oversight of project expenditures.

Local Law Enforcement: Project partners may seek insight or guidance from the Florida Department of Juvenile Justice (DJJ) as necessary. The DJJ was established as an independent state agency in 1994, replacing the Health and Rehabilitative Services – Juvenile Justice Office. It's mission is to increase public safety by reducing juvenile delinquency through effective prevention, intervention, and treatment services that strengthen families and turn around the lives of troubled youth. Guiding principles of the DJJ are:

- Prevention and education are paramount
- Strengthen partnerships with judicial, legislative, and community stakeholders
- Promote public safety through effective intervention
- Provide a safe and nurturing environment for our children
- Preserve and restore physical and mental health

Many of the youth who enter the DJJ have pre-existing chronic medical conditions, are in foster care, and or suffer from a mental health or substance abuse issue that impacts their behavior and treatment needs. In addition to implementing sanctions for delinquency, the DJJ is responsible for ensuring that these youth receive the same degree of care that they would, had they been out in the community.

ADDENDUM REQUESTED: #3. The application demonstrates the role of advocates, family members, responsible partners, and other community stakeholders represented on the Planning Council and how they will support the project’s objectives.

3.8.6.3.2.3 The Pinellas County Public Safety Coordinating Council (PSCC) has reviewed and approved the RTS proposal and will receive updates on the outcomes of this project at the quarterly meetings. Project leadership will provide updates on the project and provide status presentations at the quarterly meetings. The PSCC will act as an advisory board for the project and be updated on project sustainability planning and cross-training opportunities. Since Bob Dillinger, Public Defender, is a key member of the PSCC, the PSCC will be directly involved in an advisory role during the project

ADDENDUM REQUESTED: #4. The application outlines proposed staffing, including the Project Director, key personnel, and subcontractors who will participate in the project, including the role of each and their level of effort and qualifications.

The Sixth Judicial Circuit Public Defender, Mr. Bob Dillinger serves as Project Director for the RTS program. His designee within the office will participate in day-to-day activities on his behalf and may serve as project liaison between the County, Ready for Life, and the Florida Department of Children and Families for the purposes of this project.

**Road to Success Expansion Grant
36-Month Budget Narrative (FY20-22)**

A. GRANT-FUNDED PERSONNEL

5.5 requested FTE are all Public Defender’s Office employees, with 2 FTE housed at Ready for Life. Qualifications and location appear after each position title:

Case Manager (Bachelor’s Level, PD Office) 1FTE: Provide comprehensive case management services to clients including assessment, treatment planning, progress monitoring, advocacy, and referrals. This position will help to navigate clients between stabilization and short-term and permanent housing.

Year 1: Salary: \$36,000. Benefits: \$24,318.

Total Year 1: \$60,318

Year 2 and 3: Salary: \$36,720 (x2). Benefits: \$24,802 (x2) (2% COLA)

Total Years 2-3: \$123,048

Case Manager (Bachelor’s Level, Ready for Life Office) 1FTE: Provide comprehensive case management services to clients including assessment, treatment planning, progress monitoring, advocacy, and referrals. This position will help to navigate clients between stabilization and short-term and permanent housing.

Year 1: Salary: \$36,000. Benefits: \$24,318.

Total Year 1: \$60,318

Year 2 and 3: Salary: \$36,720 (x2). Benefits: \$24,802 (x2) (2% COLA)

Total Years 2-3: \$123,048

Therapist (Master's Level, PD Office) 1FTE: Work to develop a counseling/mentoring program for this at-risk group to include therapy, anger management and life skills.

Year 1: Salary: \$41,760. Benefits: \$25,246

Total Year 1: \$67,007

Year 2-3: Salary: \$42,595 (x2). Benefits: \$25,751 (x2). (2% COLA)

Total Years 2-3: \$136,692

Therapist (Master's Level, Ready for Life Office) 1FTE: Work to develop a counseling/mentoring program for this at-risk group to include therapy, anger management and life skills.

Year 1: Salary: \$41,760. Benefits: \$25,246

Total Year 1: \$67,007

Year 2-3: Salary: \$42,595 (x2). Benefits: \$25,751 (x2). (2% COLA)

Total Years 2-3: \$136,692

Juvenile Attorney (Juris Doctorate Level, PD Office) 1FTE: To represent 50 new clients in all court cases and assessment hearings and other forum that client needs representations.

Year 1: Salary: \$50,602. Benefits: \$37,043.

Total Year 1: 87,645

Year 2 and 3: Salary: \$51,614 (x2). Benefits: \$37,785 (x2) (2% COLA)

Total Years 2-3: \$178,798

Data Coordinator (High School Diploma + Experience, PD Office) .5FTE: This position is responsible for overseeing the collection, inputting, analysis and reporting of program data.

Year 1: Salary: \$15,000. Benefits: \$2,418 (FICA/Retirement).

Total year 1: \$17,418

Year 2-3: Salary: \$15,300. Benefits: \$2,466 (2% COLA).

Total Years 2-3: \$35,532

\$17,766 X 2 = \$35,532 (2% COLA)

B. PUBLIC DEFENDER (MATCH PERSONNEL)

3 requested FTE are all Public Defender's Office employees. Qualifications and location appear after each position title:

Case Manager (Bachelor's Level, PD Office) 2FTE: Provide comprehensive case management services to clients including assessment, treatment planning, progress monitoring, advocacy, and referrals. This position will help to navigate clients between stabilization and short-term and permanent housing.

Year 1: Salary: \$36,000. Benefits: \$24,318. X 2

Total Year 1: \$120,636

Year 2 and 3: Salary: \$36,720 (x2). Benefits: \$24,804 (x2) (2% COLA) x2

Total Years 2-3: \$246,096

Total for 3 years: \$366,732

Therapist (Master's Level, PD Office) 1FTE: Work to develop a counseling/mentoring program for this at-risk group to include therapy, anger management and life skills.

Year 1: Salary: \$41,760. Benefits: \$25,246

Total Year 1: \$67,007

Year 2-3: Salary: \$42,595 (x2). Benefits: \$25,751 (x2). (2% COLA)

Total Years 2-3: \$136,692

Total for 3 years: \$203,699

C. PUBLIC DEFENDER STAFF TRAVEL

Local travel is estimated that 2,000 miles per month will be required for staff to travel to appropriate sites for clinical services, court/assessment hearings, and client follow up.

- Grant request= $12,000 \times .445 = 2,670 \times 3 = \$16,020$
- In-Kind = $12,000 \times .445 = 2,670 \times 3 = \$16,020$

D. PUBLIC DEFENDER SUPPLIES

Office Supplies, Program Supplies, Educational Materials for Clients (i.e., Seeking Safety, workbooks/journals, etc), New Staff Supplies (i.e., computer, cellphone, desk, chair, etc)

- Grant request = \$28,803
- In-Kind = \$28,803

E. PUBLIC DEFENDER/READY FOR LIFE BUILDING OCCUPANCY

County Burden/Unburden costs, facility cost allocation from county, Ready for Life Facilities cost

- Grant request = \$0
- In-Kind = \$105,000

F. READY FOR LIFE SUBCONTRACTED SERVICES

Ready for Life communications (land line, fax line, internet), educational material for clients (i.e. Seeking Safety, workbooks/journals, etc.), staff supplies (computer, desk, chair, etc.), client transitional housing, client services, etc.

- Grant request = \$0
- In-Kind = 177,942

G. PUBLIC DEFENDER OTHER EXPENSES

Communications (land line, fax, line, internet, cellphone service, BTS support), Copier lease, Staff Recruitment, Client Transitional Housing, Client transportation (use of office vehicle), Client Food, Insurance (office equipment, building), non-grant funded or FTE in-kind match staff time and effort.

- Grant request = \$69,005
- In-Kind = \$181,805

H. PUBLIC DEFENDER ADMINISTRATIVE COSTS

Must adhere to the legislative cap of 10% of the requested state grant funds.
Grant request of 1,200,000 allows for 120,000 for the term of the grant.

- Grant request = \$0
- In-Kind = \$120,000

Line Item Budget:

| | Grant Funds Requested | Match | Source of Funds |
|-------------------------|------------------------------|-----------------------|------------------------|
| Salaries: | \$672,210.00 | \$345,830.00 | Public Defender |
| Benefits: | \$413,962.00 | \$224,600.00 | Public Defender |
| Equipment: | \$0.00 | \$0.00 | |
| Staff Travel: | \$16,020.00 | \$16,020.00 | Public Defender |
| Supplies: | \$28,803.00 | \$28,803.00 | Public Defender |
| Building Occupancy: | \$0.00 | \$105,000.00 | Public Defender/RFL |
| Consultant Services: | \$0.00 | \$0.00 | |
| Consultant Travel: | \$0.00 | \$0.00 | |
| Consultant Supplies: | \$0.00 | \$0.00 | |
| Subcontracted Services: | \$0.00 | \$177,942.00 | RFL |
| Other (specify): | \$69,005.00 | \$181,805.00 | Public Defender |
| Administrative Costs: | \$0.00 | \$120,000 | Public Defender |
| Total: | \$1,200,000.00 | \$1,200,000.00 | |

ADDENDUM REQUESTED: #5. The application explains the responsibilities of each participating organization and how the Applicant proposes to fill staff positions and select subcontractors.

Hiring will be done by the Public Defender’s Office, who will post the position openings online. The Public Defender will also be responsible for staff listed and their respective activities. Ready for Life is the only subcontractor that is selected and will provide in-kind services and supplies to eligible youth, as well as provide office space to public defender staff assigned to the RTS project. The Public Defender will identify eligible clients, coordinate services, and collect data for reporting as well as provide expenditure and performance reports to the County, who will review them for accuracy and compliance and submit them to DCF, as required.

Criteria 5A: How well does the application describe the evaluation process?

ADDENDUM REQUESTED: #1. The application demonstrates how the project’s effectiveness will be validated, including assessments of planning or implementation outcomes.

Project effectiveness will be validated through consistent evaluations of performance as measured via quarterly performance reporting. Planning and implementation outcomes will be assessed by how well the project adhered to the timeline.

ADDENDUM REQUESTED: #2. The application demonstrates the process for defining and measuring variables like stakeholder support and service coordination outlined.

Stakeholder support and service coordination will be measured through participation in monthly collaboration meetings, CFBHN Acute Care meetings, Quarterly TAC webinars and the PSCC quarterly meetings.

ADDENDUM REQUESTED: #3. The application demonstrates the process for measuring project effectiveness in promoting public safety, reduction of recidivism and access to services and supports.

3.8.6.6.2.2 The Florida Department of Juvenile Justice (2013) reported that the most effective strategy to reduce subsequent re-offense is to divert low risk youth versus deeper placement which leads to higher rates of recidivism.

Recidivism of RTS clients will be measured in terms of number of arrests both during and 1 year after discharge. It is expected that RTS will meet the outcomes in section 3.8.6.4, resulting in a reduction in recidivism among the clients. Since the program is designed to serve 50 clients per year for 3 years, diverting 150 clients from incarceration saves the JDC \$82,662 annually. This figure, the anticipated reduction of recidivism and system usage among the clients, and the anticipated success of clients obtaining employment and housing should show that RTS is a more beneficial way to serve this client population and to help facilitate their transition into becoming self-sufficient members of society. Self-sufficient members of society cost society much less than high-system users who wind up caught in the “revolving door” of arrest and hospitalization. The intent is that more resources will be invested in such treatment because it is a better and more economical alternative to incarceration.

ADDENDUM REQUESTED: #4. The application demonstrates the process for measuring project effectiveness in reducing expenditures associated with the incarceration of the Target Population, including a methodology to measure the service outcomes and corresponding savings or averted costs.

3.8.6.6.2.1 The current annual budget for the Juvenile Detention Center (JDC) is \$3,602,413.82. The funds are provided by the State of Florida thru Department of Juvenile Justice and Pinellas County. Daily cost is \$137.77 and average stay is 12 days, equaling \$1,653.24 per stay. The program is being designed to serve 50 youths per year. Using average stay costs, would be an annual savings of \$82,662. Cost savings of 2.66% annually. Arrest data gathered by the Public Defender’s office for each participant will be used to calculate cost savings. Since the cost of an average stay at JDC is \$1653.24, the number of participants who avoided arrest during the program and 1 year after discharge will be multiplied by the cost of the average stay at JDC.

ADDENDUM REQUESTED: #5. The application demonstrates how the proposed initiative will reduce the number of individuals judicially committed to a state mental health treatment facility.

3.8.6.6.2.3 RTS will directly divert youth from Statewide Inpatient Psychiatric Program (SIPP) placement. Diverting at-risk youth from residential commitment/detention and into treatment and housing should additionally result in less system usage by the clients as adults in the future, which would include judicial commitment to a state mental health treatment facility.

Criteria 5B: How well does the application address sustainability of the project?

ADDENDUM REQUESTED: #1. The application demonstrates strategies to preserve and enhance the project services, systems and collaborations after the end of the requested grant award.

ADDENDUM REQUESTED: #2. The application demonstrates collaborative partnerships and funding that will be leveraged to build long-term support and resources to sustain the project when the state grant ends.

3.8.6.6.3 The Public Defender's Office in Pinellas County has a track record of providing Crossover services since 2006 and served 105 youth from January 2017 to December 2018. This was accomplished with only 3 attorneys until April of 2018 when 2 case managers were added. Adding the additional staff and partnering with Ready for Life, will provide new resources to youth and help address areas of need.

Obtaining additional funding for the RTS Crossover program in this current fiscal environment requires a showing that we have successfully diverted clients from the juvenile justice system and stabilized the client such that the client does not return to the justice system or that, after stabilization, they have obtained employment and have become self-sufficient. Our track record shows we can do both, and we can properly document it.

The anticipated success of RTS should produce convincing data to present when approaching the State, Pinellas County and other granting agencies to continue funding this program. The Public Defender's Office will work with Ready for Life to identify funding to continue RTS after the 3-year grant program ends.

Criteria 5C: How well does the application provide a realistic and detailed timeline for each funding year proposed?

ADDENDUM REQUESTED: #1. The application demonstrates goals, objectives, key activities, milestones, start dates, completion dates and responsible partners for each proposed funding year.

AND

ADDENDUM REQUESTED: #2. The application demonstrates a timeline supporting the Strategic Plan and project goals for the Target Population.

PROJECT TIMELINE: The timeline aligns with the previous table that details the goals, objectives, strategies, milestones, key activities and responsible partners.

| KEY ACTIVITIES/TASKS | PARTNERS RESPONSIBLE | MONTHS OF GRANT CONTRACT | | | | | | | | | | | | | |
|---------------------------------------|----------------------|---|-------------|-------------|--------------|--------------|--------------|-------------|-------------|-------------|--------------|--------------|--------------|------|------|
| | | <i>*Indicates that activities will continue to occur in the last two years of the grant in a similar manner to the first 12 months.</i> | | | | | | | | | | | | | |
| | | 1 7/1/20 | 2 8/1/20 | 3 9/1/20 | 4 10/1/20 | 5 11/1/20 | 6 12/1/20 | 7 1/1/21 | 8 2/1/21 | 9 3/1/21 | 10 4/1/21 | 11 5/1/21 | 12 6/1/21 | Yr2* | Yr3* |
| Facilitate Start-up Planning Meetings | PD, RFL, PC | X | X | X | | | | | | | | | | | |
| Ensure agreement(s) are finalized | PC, PD, RFL | X | | | | | | | | | | | | | |
| Hire staff (as needed)* | PD | X | | | | | | | | | | | | X | X |
| Finalize monitoring procedures | PD, RFL, PC | X | X | | | | | | | | | | | | |
| Finalize evaluation procedures | PD, RFL, PC | X | X | | | | | | | | | | | | |
| Train staff (as needed)* | PD, RFL | X | X | | | | | | | | | | | X | X |
| Screening for recruitment* | PD, LE | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Treatment provider accepts referrals* | RFL, PD | | | X | X | X | X | X | X | X | X | X | X | X | X |

| | | | | | | | | | | | | | | | |
|---|----------------------------|----------------|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Clinical/Non-clinical services provided* | RFL, PD | | | X | X | X | X | X | X | X | X | X | X | X | X |
| Continue to implement strategies* | PD, RFL, PC | | | X | X | X | X | X | X | X | X | X | X | X | X |
| Sustainability planning conducted* | PD, RFL, PC | | | | | | X | | | | | | | X | X |
| Attend PSCC* | PD, RFL, PC | X | | | | X | | | X | | | X | | X | X |
| Partner progress meetings* | PD, RFL, PC, CFBHN | | | | X | X | X | X | X | X | X | X | X | X | X |
| Cross-training opportunities* | ALL PARTNERS | | | | X | X | X | X | X | X | X | X | X | X | X |
| Reporting as required* | PD, RFL, PC | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Sustainability plan reviews/updates* | PD, RFL, PC, PSCC | | | | | | | | | | | | X | X | X |
| Updates to service delivery plan* | PD, RFL, PC | | | | X | X | X | X | X | X | X | X | X | X | X |
| Monitoring and evaluation activities* | PD, RFL, PC, CFBHN | | | | X | X | X | X | X | X | X | X | X | X | X |
| SIM process update w/USF-FMHI* | USF and Comm. Stakeholders | (as scheduled) | | | | | | | | | | | | X | X |
| PD: Public Defender's Office; RFL: Ready for Life; PC: Pinellas County; PSCC: Public Safety Coordinating Council; CFBHN: Central Florida Behavioral Health Network; LE: Law Enforcement | | | | | | | | | | | | | | | |

PINELLAS COUNTY ADDENDUM RESPONSE

2019 CJMHSR Reinvestment Grant – Road to Success Crossover Youth Project

Criteria 4 (Tab 4): How well does the application describe the Applicant's capability and experience in providing similar services?

ADDENDUM REQUESTED: #3. The application demonstrates the role of advocates, family members, responsible partners, and other community stakeholders represented on the Planning Council and how they will support the project's objectives.

3.8.6.3.2.3 Advocates, family members (if applicable), responsible partners and community stakeholders are essential in developing, implementing and sustaining the Road to Success (RTS) project. Due to the nature of the specific target population (clients in foster care), the involvement of family members will be examined on a case-to-case basis. Advocates include all organizations that support RTS in any way, including the Public Defender, Ready for Life, the courts, housing providers, the Public Safety Coordinating Council (PSCC), and local government. Advocates will collaborate to support RTS objectives by referring clients, providing services to ensure coordinated care, and to tracking data. The PSCC will be briefed on program progress at their quarterly meetings.

The PSCC serves as the Planning Council for this project, making recommendations to the Board of County Commissioners and receiving reports from providers for Criminal Justice, Mental Health, and Substance Abuse grants. The mission of the PSCC is to create and execute effective public safety strategies that ensure availability and accountability of justice programs as well as sound and efficient justice system operations.

Bob Dillinger, Public Defender, is a key member of the PSCC and will be directly involved in an advisory role during the RTS project. The Office of the Public Defender is responsible for ensuring RTS objectives are achieved and will work with its partner, Ready for Life, to provide assistance to clients, including: legal representation, transportation, mental health assessments/referrals, housing assistance/referral, job skills training, and other services.

Other community stakeholders on the PSCC have a variety of backgrounds ranging from courts to substance abuse prevention, as required by statute. They will convene for quarterly Planning Council meetings, where they will receive updates from RTS project leadership and be invited to provide input and recommendations regarding RTS planning, implementation, outcomes, and sustainability efforts.

Contract No. LHZ91
CFDA No(s). _____
CSFA No(s). 60.115

Client Services Non-Client
Subrecipient Vendor
Federal Funds State Funds

THIS GRANT AGREEMENT* is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and **Pinellas 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 **expanding a three year Criminal Justice Mental Health Substance Abuse Reinvestment Grant Program, pursuant to 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: Pinellas County Board of County Commissioners
Address: c/o OMB, 14 S. Ft. Harrison Ave. - 5th Floor
City: Clearwater State:FL Zip Code:33756
Phone: (727)464-3596 Ext: _____ E-mail:
GrantsCOE@pinellascounty.org

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: Pinellas County Board of County Commissioners
Address: c/o OMB, 14 S. Ft. Harrison Ave. - 5th Floor
City: Clearwater State:FL Zip Code:33756
Phone: (727)464-3596 Ext: _____ E-mail:
GrantsCOE@pinellascounty.org

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 **July 1, 2020** or the last party signature date, whichever is later. The service performance period under this Contract shall commence on **July 1, 2020** or the effective date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **June 30, 2023**, 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.

1.4 Contract Document

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

1.2.3 The name, address, telephone number and e-mail of the Provider's representative responsible for administration of the program under this Contract (and primary point of contact) are:

Name: Deborah Berry
Address: 440 Court Street - 2nd Floor
City: Clearwater State:FL Zip Code:33756
Phone: (727) 464-6485 Ext: _____ E-mail:
dberry@pinellascounty.org

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

Name: Adrian Williams, FCCM
Address: 1317 Winewood Blvd., Bldg. 6, Room 234
City: Tallahassee State:FL Zip Code:32399
Phone: 850-717-4459 Ext: _____ E-mail:
adrian.williams1@myflfamilies.com

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. The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428.

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 Name of each contracting State agency and the applicable office or program issuing the contract.
- 4.16.3 Identifying name and number of the contract.
- 4.16.4 Starting and ending date of each contract.
- 4.16.5 Amount of each contract.
- 4.16.6 A brief description of the purpose of the contract and the types of services provided under each contract.
- 4.16.7 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 The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the 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, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 1317 WINEWOOD BLVD., TALLAHASSEE, FL 32399.

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 provide 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 Federal Funding Accountability and Transparency Act (FFATA)

The FFATA Act of 2006 is an act of Congress that requires the full disclosure to the public of all entities or organizations receiving federal funds.

8.2.1 The Provider will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Contract includes \$30,000 or more in Federal Funds (as determined over its entire term). The Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds and receives more than \$25 million in total federal funding.

8.2.2 The Digital Accountability and Transparency Act (DATA) 2014 is an expansion of the FFATA Act of 2006, the purpose is for further transparency by establishing government-wide data identifiers and standardized reporting formats to recipient and sub-recipients.

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 5th 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.myffamilies.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 **44** page Contract to be executed by their undersigned officials as duly

authorized.

PROVIDER: PINELLAS COUNTY, FLORIDA, by and through its Board of County Commissioners FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature: Pat Gerard
Print/Type Name: Pat Gerard
Title: Board Chair
Date: June 23, 2020

Signature: Rodney E. Moore
Print/Type Name: Rodney E. Moore, LMHC
Title: Assistant Secretary, Substance Abuse and Mental Health
Date: 06/29/2020

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

Federal Tax ID # (or SSN): 596000800

Provider Fiscal Year Ending Date: 06/30.

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ATTEST: KEN BURKE, CLERK
By: Ken Burke
Deputy Clerk



APPROVED AS TO FORM

By: Michael A. Zas
Office of the 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 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.

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

The TAC, created in s. 394.659, F.S., provides information and technical support to counties and agencies in implementing the grant Program.

A-1.3 Managing Entity (ME)

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

A-2 STATEMENT OF WORK

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

A-3 PAYMENT, INVOICE AND RELATED TERMS

A-3.1 Return of Funds

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; and

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

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

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 \$1,000 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 C.F.R. Part 96, Subpart L

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

45 C.F.R. Part. 96

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

42 C.F.R. Part 54

A1-1.4 **Confidentiality of Substance Use Disorder Patient Records**

42 C.F.R. Part 2

A1-1.5 **Security and Privacy**

45 C.F.R. Part 164

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

20 C.F.R. Part 416

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

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

45 C.F.R., 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 C.F.R. Part 175

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 |
|---------------|----------------------------|

A1-2.4 Adult Protective Services

| | |
|---------------|---------------------------|
| Ch. 415, F.S. | Adult Protective Services |
|---------------|---------------------------|

A1-2.5 Forensics

| | |
|-----------------|---|
| Ch. 916, F.S. | Mentally Deficient and Mentally Ill 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. | Interstate Compact on Juveniles; 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
- Comptroller's Memorandum No. 03 (1999-2000)
Florida Single Audit Act Implementation
- CFO's Memorandum No. 01 (2019-2020)
Contract and Grant Reviews and Related Payment Processing Requirements

CFO's Memorandum No. 02 (2019-2020)

Reference Guide for State Expenditures

Comptroller's Memorandum No. 04 (2019-2020)

Guidance on all Contractual Service Agreements Pursuant to Section 215.971, Florida Statutes

CFO's Memorandum No. 20 (2019 - 2020)

Compliance Requirements for Agreements

2 C.F.R., Part 200

Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, available at <https://federalregister.gov/a/2013-30465>

2 C.F.R., 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 C.F.R. Part 200

45 C.F.R., 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's Office of the Public Defender, Sixth Judicial Circuit, will work in partnership with Ready for Life, Inc., under the guidance of Pinellas County's Public Safety Coordinating Council (PSCC) to implement Road to Success (RTS), hereinafter referred to as "the Program". This would be an expansion of the existing Crossover for Children (CFC) program operated by the Office of the Public Defender, Sixth Judicial Circuit, since July of 2006.

B-1.2 The Grantee shall conduct all activities supported by this Grant Agreement in accordance with the Grantee's Application, dated January 31, 2019 in response to the Department's Request for Applications (RFA112818HSET1). 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 the Program is to divert both low and high-risk youth from arrest, prosecution, or incarceration into diversion, treatment and community-based support services. The major objectives that contribute to the goal are to:

B-2.1 Expand Program services to improve the accessibility and effectiveness of treatment and support services for the Target Population within three (3) months of execution of the Grant Agreement;

B-2.2 Create and encourage collaboration among key stakeholders, identified in the Grantee's Application, in implementing and providing ongoing oversight and quality improvement activities of the Program; and

B-2.3 Ensure performance measurement outcomes are met and implement ongoing quality assurance initiatives.

B-3 SERVICE AREA, LOCATIONS, AND TIMES

B-3.1 Service Area

The Grantee shall provide services within Pinellas county.

B-3.2 Service Delivery Location

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

Office of the Public Defender, 6th Circuit
14250 49th Street North
Clearwater, FL 33762

B-3.3 Service Times

Services shall be available and provided, Monday through Friday 8:00 – 5:00 and as needed to assure the safety and wellbeing of youth being served. Changes in service times and any additional holidays that the Grantee wants to observe shall be approved in writing by the Department.

B-3.4 Program Years

For the purposes of this Grant Agreement, Program Years are defined as:

B-3.4.1 Program Year 1: 7/1/20 - 6/30/21;

B-3.4.2 Program Year 2: 7/1/21 – 6/30/22; and

B-3.4.3 Program Year 3: 7/1/22 – 6/30/23.

B-4 CLIENTS TO BE SERVED

The Grantee shall serve at-risk youths ages 14 through 21 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 delinquency and dependency systems.

B-5 CLIENT DETERMINATION

The Grantee is responsible for assessing and determining the eligibility of each individual 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 \$400,000 for any Program Year as defined in **Section 3.4**.

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EXHIBIT C - TASK LIST

The Grantee 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 expand services and diversion initiatives to increase public safety, avert increased spending on criminal justice, and improve the accessibility and effectiveness of treatment services for the Target Population. To achieve this outcome, the Grantee shall within three months of execution of this Grant Agreement complete the following operational start-up tasks:

C-1.1.1 Review and update existing legally binding agreements with the entity specified in **Section C-2.3**, and any others implemented to expand the Program and provide the services specified in **Exhibit C1**;

C-1.1.2 Provide, directly or by agreement, an information system to track youth during their involvement with the Program and for one year after discharge, including but not limited to: arrests, receipt of benefits, employment, and stable housing;

C-1.1.3 Initiate hiring and training of the staff specified in **Section C-2.1**.

C-1.1.4 By the end of the 2nd quarter submit completed treatment plans for each newly enrolled youth in the Program; and

C-1.1.5 Report and submit quarterly summary updates of youth court and placement status.

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

C-1.2.1 Participate in Planning Committee meetings, and

C-1.2.2 Assess progress of the Program based on established timelines, review attainment of goals, and make necessary adjustments to implementation activities as needed.

C-1.3 To support the objective in **Section B-2.3**, the Grantee shall ensure performance measurement outcomes are met and implement ongoing quality assurance initiatives. To achieve this outcome, the Grantee shall:

C-1.3.1 Measure and monitor performance measures, which will be collected and submitted both monthly and quarterly, depending on the measures being reported;

C-1.3.2 Conduct monthly teleconferences between the Public Defender, Ready for Life, and Pinellas County to review project progress and barriers; and

C-1.3.3 Ensure a grant staff member attends monthly Central Florida Behavioral Health Network (CFBHN) acute care meetings to update the managing entity and evaluate project progress.

C-2 ADMINISTRATIVE TASKS

C-2.1 Staffing

The Grantee shall provide and maintain the following full-time equivalent (FTE) staff, funded directly through the Grant Agreement or local matching funds as detailed in the Grantee's application and supported by this Grant Agreement:

C-2.1.1 2.00 FTE Case Managers;

C-2.1.2 2.00 FTE Therapist;

C-2.1.3 1.00 Juvenile Attorney; and

C-2.1.4 0.50 FTE Data Coordinator

C-2.2 Professional Qualifications

The Grantee shall ensure all program staff assigned 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 MOU to Ready for Life, Inc. to provide life skills to clients who are in the foster care system and involved with the Department of Juvenile Justice as detailed in the Grantee's Application:

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 10 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 CJMHSA Grantees; and

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 herein, 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 A case file on each youth to include, at a minimum, the following elements: the client's name, address, telephone number, marital status, sex, race, date of birth, names and addresses of client's next of kin or guardian, referral source, presenting problem; the name of the individual having primary responsibility for the client's treatment; assessment information; information on results from diagnosis and evaluation; service plan; progress notes; medication profile; treatment plan and treatment plan updates; and a termination report.

C-2.5.2.2 Draft reports, final reports, meeting notes, telephone logs;

C-2.5.2.3 Executed subcontract or sub-grant agreements and any amendments, invoices and supporting documentation, expenditure reports, and deliverables;

C-2.5.2.4 Documentation of time worked for each staff paid in whole or in part with these Grant Agreement funds;

C-2.5.2.5 Travel logs and requests for reimbursement for staff travel; and

C-2.5.2.6 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 for the tasks under **Section C-1** and performance measures under **Section E-1** with the Quarterly Program Status Report required under **Section C-2.7**.

C-2.6.1 For the tasks specified in **Section C-1.1**, the Grantee shall submit:

C-2.6.1.1 Updated and newly executed legally binding agreements associated with the Program, including any agreements for an information tracking system;

C-2.6.1.2 An electronic Quarterly Data Report that includes at a minimum; a summary of all youth receiving program services, a record identification number for each youth served, dates of enrollment and discharge; fields tracking arrests, employment, housing, benefits, support services, and treatment status;

C-2.6.1.3 A summary documenting the court and placement status of each youth in the Program; and

C-2.6.1.4 Proof that hiring and training of staff listed in **Section C-2.1**, has started within 3 months of execution.

C-2.6.2 For the tasks specified in **Section C-1.2**, the Grantee shall submit Planning Committee meeting agendas, minutes, and progress reports and any associated materials under review at each meeting.

C-2.6.3 For the tasks specified in **Section C-1.3**, the Grantee shall submit:

C-2.6.3.1 Attendance rosters, agendas, minutes or summaries, and any handouts generated in monthly meetings with the Public Defender, Pinellas County, and Ready for Life.

C-2.6.3.2 Attendance rosters, agendas, minutes or summaries, and any handouts from Central Florida Behavioral Health Network's (CFBHN) monthly meetings.

C-2.6.4 For the Performance Measures specified in **Section E-1.1**, the Grantee shall submit a Quarterly Performance Measure Report and data tracking on the Quarterly Data Report.

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. A

copy of the Final Program Status Report shall be presented to Pinellas County's Board of County Commissioners (BOCC) for their information through the Planning Committee.

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. A copy of the Final Financial Report shall be presented to Pinellas County's Board of County Commissioners (BOCC) for their information through the Planning Committee.

C-2.8 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-2.9 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 | By the 15th day following the quarter of program services | 1 electronic |
| Quarterly Financial Report | | |
| Final Program Status Report | By the 60 th day following the end of the Grant Agreement. | |
| Final Financial Report | | |

C-3 STANDARD CONTRACT REQUIREMENTS

The Provider 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

C1-1 The Grantee shall provide evidence-based practices to reduce inappropriate detention placements and focus on providing the appropriate services for the safety and wellbeing of youth enrolled in the Program.

C1-2 The Grantee shall provide advocacy on behalf of youth whose cases cross over into both the dependency and delinquency divisions of the Unified Family Court of the Sixth Judicial Circuit; and will allow each youth to see the same judge and attorney ensuring that the professionals are familiar with their specific needs and that there is a continuum of care.

C1-3 The Grantee shall provide youth education to help them to be better informed of the legal proceedings and comprehend the efforts and reasoning of the professionals involved in their case.

C1-4 Screening and Assessment

C1-4.1 The Grantee shall appoint a public defender who will identify youth at detention and dependency hearings who are eligible for the Program;

C1-4.2 Once the client has been identified, they will be evaluated by a master's level counselor or therapist, who will conduct a biopsychosocial evaluation to determine if there is a mental illness, substance use disorder, or co-occurring mental health and substance use disorders. Specific screening tools or criteria to be used include but are not limited to:

C1-4.2.1 General Anxiety Disorder (GAD-7);

C1-4.2.2 Spence Children's Anxiety Scale (SCAS);

C1-4.2.3 Severity Measure for Generalized Anxiety Disorder;

C1-4.2.4 Patient Health Questionnaire (PHQ-9);

C1-4.2.5 PHQ-9 Modified (Patient Health Questionnaire modified for Adolescents);

C1-4.2.6 PCL-5 – PTSD Checklist for DSM-5 (PCL-5);

C1-4.2.7 Traumatic Events Screening Inventory (TESI-C); and

C1-4.2.8 Columbia-Suicide Severity Rating Scale (C-SSRS)

C1-4.3 Youth who are successfully discharged from the program will be assessed upon discharge and will be monitored for 1 year after discharge.

C1-4.4 The Grantee shall also ensure each youth is assigned a case manager/social worker or youth specialist. This integrated team will develop a treatment plan and will use the least restrictive program to best serve each youth.

C1-5 Care Coordination

The Grantee shall provide and coordinate care to ensure access to services including but not limited to:

C1-5.1 Integrated screening and assessment;

C1-5.2 Individualized health and wellness planning;

C1-5.3 Individual counseling to explore substance use and criminal thinking, as well as mental health treatment;

C1-5.4 Education and support groups (e.g., substance abuse, co-occurring, criminal thinking, etc.);

C1-5.5 Comprehensive case management services;

C1-5.6 Relapse prevention programming/services;

C1-5.7 In-House GED Center/ tutoring services, mentoring program, homelessness support;

C1-5.8 Prevention services, financial literacy course, housing/utility deposits, transportation; and

C1-5.9 Assistance and employment readiness.

C1-6 Evidence-Based Programs

C1-6.1 The Grantee will utilize promising practices such as peer-based recovery support to improve the accessibility and effectiveness of treatment and support services as well as evidence-based programs and practices which include, but are not limited to:

C1-6.1.1 Cognitive Behavioral Therapy;

C1-6.1.2 Motivational Interviewing;

C1-6.1.3 Motivational Enhancement Therapy;

C1-6.1.4 Seeking Safety;

C1-6.1.5 Solution Focused Brief Therapy; and

C1-6.1.6 Dialectical Behavior Therapy.

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EXHIBIT D – DELIVERABLES

D-1 SERVICE UNITS

D-1.1 For the first three months of the Grant Agreement, a service unit is defined as one quarter, three calendar months of operational start-up activities as specified in **Section C-1.1** through **Section C-1.1.3**.

D-1.2 Thereafter, 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 youths specified in **Section D-4.1**, in the manner described in the Grantee’s Application.

D-2 SERVICE TARGETS

The Grantee shall provide Program services to 145 youths during the life of this Grant Agreement. Enrolled youth continuing services from previous program years may be counted toward the annual target in subsequent years. The Grantee must provide the Minimum Annual Acceptable Performance specified in **Table 2**.

| Table 2 - Service Targets | | | | | |
|----------------------------------|---------------------------------|-----------------------|-----------------------|-----------------------|-------------------------|
| Target Group | Individual Youths Served | Program Year 1 | Program Year 2 | Program Year 3 | Program Lifetime |
| | | 7/1/20 – 6/30/21 | 7/1/21 – 6/30/22 | 7/1/21 – 6/30/23 | 7/1/20 – 6/30/23 |
| Youth Served | Annual Target Number | 35 | 55 | 55 | 145 |
| | Minimum Acceptable Performance | 28 | 44 | 44 | 116 |

D-3 DELIVERABLES

The Grantee shall demonstrate satisfactory progress towards each service target in **Section D-2** through submission and Department approval of the Data Summary reports, source documents, and Program Status Report specified in **Section C-2.5** through **C-2.7**.

D-4 PERFORMANCE MEASURES FOR ACCEPTANCE OF DELIVERABLES

D-4.1 During each Program Year, satisfactory progress toward the service targets specified in **Section D-2** shall be demonstrated by services to at least:

- D-4.1.1.1** 15% of the Program Year Annual Target by the end of the first quarter;
- D-4.1.1.2** 40% of the Program Year Annual Target by the end of the second quarter;
- D-4.1.1.3** 60% of the Program Year Annual Target by the end of the third quarter; and
- D-4.1.1.4** 80% of the Program Year Annual Target by the end of the fourth quarter.

D-4.2 In the event the Grantee fails to achieve the performance standards in **Sections D-2** through **E-1**, the Department shall apply the provisions of **Section F-3**.

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 of this Grant Agreement. In the event the Grantee fails to achieve the measures for enrolled youths in the Program in **Section E-1**, the Department shall apply the provisions of **Exhibit F-3**.

- E-1.1** A minimum of 50% of youth enrolled in the Program will not be arrested while receiving Program services.
- E-1.2** A minimum of 50% of youth enrolled in the Program will not be arrested within the one-year period following Program discharge.
- E-1.3** A minimum of 75% of youth enrolled in the Program who do not reside in a stable housing environment at admission will reside in a stable housing environment within 90 days of Program admission.
- E-1.4** A minimum of 75% of youth enrolled in the Program will reside in a stable housing environment one year following Program discharge.
- E-1.5** A minimum of 85% of eligible youth enrolled in the Program not employed at admission and who are physically and mentally able to be employed, will be employed full or part time within 180 days of Program admission.
- E-1.6** A minimum of 85% of eligible youth enrolled in the Program not employed at admission and who are physically and mentally able to be employed, will be employed full or part time one year following Program discharge.
- E-1.7** A minimum of 80% of youth enrolled in the Program will be assisted by the Grantee (or sub-grantee) in applying for Social Security or other benefits, identity documents, or financial aid for which they may have been eligible but were not receiving at Program admission.
- E-1.8** A minimum of 10% of youth enrolled in the Program will be diverted from admission to a State Inpatient Psychiatric Program (SIPP).
- E-1.9** A minimum of 25% of youth enrolled in the Program will exhibit decrease in mental health symptoms such as anxiety, trauma, PTSD, or other related mental health disorders at discharge.

E-2 PERFORMANCE EVALUATION METHODOLOGY.

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

- E-2.1** For the measure in **Section E-1.1**, the total number of youths enrolled in the Program not arrested while enrolled in the Program DIVIDED BY the total number of youths enrolled in the Program shall be GREATER THAN OR EQUAL TO 50%.
- E-2.2** For the measure in **Section E-1.2**, the total number of youths enrolled in the Program not arrested one year following Program discharge DIVIDED BY the total number of youths enrolled shall be GREATER THAN OR EQUAL TO 50%.
- E-2.3** For the measure in **Section E-1.3**, the total number of youth not residing in a stable housing environment at admission who live in a stable housing environment within 90 days of Program admission DIVIDED BY the total number of youth not residing in a stable housing environment at Program admission shall be GREATER THAN OR EQUAL TO 75%.
- E-2.4** For the measure in **Section E-1.4**, the total number of youths who live in stable housing one-year following Program discharge DIVIDED BY the total number of youths discharged for one-year shall be GREATER THAN OR EQUAL TO 75%.
- E-2.5** For the measure in **Section E-1.5**, the total number of eligible youth not employed at Program admission who are physically and mentally able and are employed full or part-time within 180 days of Program admission DIVIDED BY the total number of eligible youth not employed at Program admission shall be GREATER THAN OR EQUAL TO 85%.
- E-2.6** For the measure in **Section E-1.6**, the total number of eligible youths who are physically and mentally able and are employed one year following Program discharge DIVIDED BY the total number of youths discharged for one year shall be GREATER THAN OR EQUAL TO 85%.
- E-2.7** For the measure in **Section E-1.7**, the total number of youth who were eligible for, but not receiving, social security or other benefits, identity documents, or financial aid at Program admission who are assisted with applying for such benefits

DIVIDED BY the total number of youth who were eligible for, but not receiving, those benefits at Program admission shall be GREATER THAN OR EQUAL TO 80%.

E-2.8 For the measure in **Section E-1.8**, the total number of youths not admitted to a SIPP while enrolled in the Program DIVIDED BY the total number of youths enrolled in the Program shall be GREATER THAN OR EQUAL TO 10%.

E-2.9 For the measure in **Section E-1.9**, the total number of youth enrolled in the Program who exhibit decrease in mental health symptoms such as anxiety, trauma, PTSD, or other related mental health disorders at discharge as evidenced by a pre-and post-risk assessment DIVIDED BY the total number of youth enrolled in the Program shall be GREATER THAN OR EQUAL TO 25%.

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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 | | |
|--------------------------------------|-------------------------|-----------------------------|
| Months of Services | Invoice Due Date | Fixed Payment Amount |
| 7/1/20-9/31/20 | 10/15/20 | \$100,000 |
| 10/1/20-12/30/20 | 01/15/21 | \$100,000 |
| 1/1/21-3/30/21 | 04/15/21 | \$100,000 |
| 4/1/21-6/30/21 | 07/15/21 | \$100,000 |
| Program Year 1 Total: | | \$400,000 |
| 7/1/21-9/31/21 | 10/15/21 | \$100,000 |
| 10/1/21-12/30/21 | 01/15/22 | \$100,000 |
| 1/1/22-3/30/22 | 04/15/22 | \$100,000 |
| 4/1/22-6/30/22 | 07/15/22 | \$100,000 |
| Program Year 2 Total: | | \$400,000 |
| 7/1/22-9/31/22 | 10/15/22 | \$100,000 |
| 10/1/22-12/30/22 | 01/15/23 | \$100,000 |
| 1/1/23-3/30/23 | 04/15/23 | \$100,000 |
| 4/1/23-6/30/23 | 07/15/23 | \$100,000 |
| Program Year 3 Total: | | \$400,000 |
| Total Program Amount: | | \$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-2** through **E-1**.

F-2.3 The Grantee shall submit a final invoice for payment 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 period. 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

The following financial consequences apply in addition to the Financial Consequences provided in **Section 6.1** of this Contract

F-3.1 If the Grantee does not meet the performance standards specified in **Sections D-2** through **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 or acceptable performance 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.

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EXHIBIT F1 –INVOICE TEMPLATE

| 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 | |
| Submit a fully completed Quarterly Program Status Report and Quarterly Financial Report as supporting documentation for the above services. | | | |
| Total Grant Agreement Amount | | | |
| Total Amount of Previous Payments | | | |
| Amount Requested This Invoice | | | |
| Grant Agreement Balance After This Payment | | | |

| CERTIFICATION & APPROVAL | |
|---|-----------------------|
| 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. | |
| 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
 - Building 5, Room 237
 - 1317 Winewood Boulevard
 - Tallahassee, FL 32399-0700
 - Email address: HQW.IG.Single.Audit@myffamilies.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

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.

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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, and 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 Parts 160 and 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 45 days following the determination of any potential breach of personal or confidential Departmental data as provided in section 817.5681, 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.

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EXHIBIT 3: PROJECT BUDGET

Line Item Budget:

| | Grant Funds Requested | Match | Source of Funds |
|-------------------------|------------------------------|-----------------------|------------------------|
| Salaries: | \$672,210.00 | \$345,830.00 | Public Defender |
| Benefits: | \$413,962.00 | \$224,600.00 | Public Defender |
| Equipment: | \$0.00 | \$0.00 | |
| Staff Travel: | \$16,020.00 | \$16,020.00 | Public Defender |
| Supplies: | \$28,803.00 | \$28,803.00 | Public Defender |
| Building Occupancy: | \$0.00 | \$105,000.00 | Public Defender/RFL |
| Consultant Services: | \$0.00 | \$0.00 | |
| Consultant Travel: | \$0.00 | \$0.00 | |
| Consultant Supplies: | \$0.00 | \$0.00 | |
| Subcontracted Services: | \$0.00 | \$177,942.00 | RFL |
| Other (specify): | \$69,005.00 | \$181,805.00 | Public Defender |
| Administrative Costs: | \$0.00 | \$120,000 | Public Defender |
| Total: | \$1,200,000.00 | \$1,200,000.00 | |