

**STATE OF FLORIDA  
DEPARTMENT OF CHILDREN AND FAMILIES  
STANDARD CONTRACT**

**Contract Number:** LH887  
**ALN Number(s):**  
**CSFA Number(s):** 60.115

**Services:** ☒ Client ☐ Non-Client  
**Type:** ☒ Subrecipient ☐ Contractor  
**Funds:** ☐ Federal ☒ State

**THIS CONTRACT** is entered into between the State of Florida, **Department of Children and Families, (Department)** and **Pinellas County Board of County Commissioners, (Provider)**. The Department and the Provider agree as follows:

**1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT**

**1.1. Purpose and Contract Amount**

The Department is engaging the Provider to expand a three year Criminal Justice Mental Health Substance Abuse Reinvestment Grant Program, pursuant to 394.656, F.S., as further identified in this Contract, with payment as provided in **Section 3**, in an amount not to exceed **\$1,200,000.00** (Contract Amount).

**1.2. Effective and End Date**

This Contract shall be effective **02/01/2025** or the last party signature date, whichever is later (Effective Date). The service performance period under this Contract shall commence on **02/01/2025** or the Effective Date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **01/31/2028** (End Date), subject to the survival of terms provisions of **7.4**. Any earlier termination of this Contract amends the End Date. This Contract may be renewed in accordance with §§287.057(14) or 287.058(1)(g), Florida Statutes (F.S.).

**1.3. Official Payee and Party Representatives**

The name, address, telephone number and e-mail address of the Department and the Provider's representatives for this Contract are as follows:

**1.3.1. Provider: Official Payee**

Name: Pinellas County BOCC  
Address: c/o OMB, 14 S. Ft. Harrison Avenue,  
5<sup>th</sup> Floor  
City: Clearwater  
State: FL Zip: 33756  
Phone: 727-464-3596 Ext.:  
E-mail: grantscoe@pinellascounty.org

**1.3.2. Provider: Financial & Administrative Records**

Name: Keri Vizandiou, Director of Business Services  
Address: 440 Court Street, 2<sup>nd</sup> Fl  
City: Clearwater  
State: FL Zip: 33756  
Phone: 727-464-8202 Ext.:  
E-mail: kvizandiou@pinellas.gov

**1.3.3. Provider: Program Administrator & Primary Point of Contact**

Name: Marilyn Quiles, Grants Mgmt Analyst  
Address: 440 Court Street, 2<sup>nd</sup> Fl  
City: Clearwater  
State: FL Zip: 33756

**1.3.4. Department: Contract Manager & Primary Point of Contact**

Name: Julia George  
Address: 9393 North Florida Ave  
City: Tampa  
State: FL Zip: 33612

Phone:	727-464-8458	Ext.:		Phone:	813-426-2720	Ext.:	
E-mail:	mquiles@pinellas.gov			E-mail:	Julia.George@myflfamilies.com		

**1.3.5.** Changes to contact information for persons identified in **1.3** can be by Notice.

#### **1.4. Notices**

Unless stated otherwise, Notices between the Provider and the Department regarding this Contract shall be in writing and directed to the Contract Manager or Provider Representative by certified mail, courier service, email, personal delivery, or as identified by the Department. Notices will be deemed received upon actual receipt.

#### **1.5. Contract Document**

**1.5.1.** The headings contained in this Contract are for reference purposes only and shall not affect the meaning of this Contract.

**1.5.2.** Any telephone numbers and hyperlinks in this Contract are supplied to put the Provider on notice, such telephone numbers and hyperlinks existed at the time of this Contract's entry. It is the Provider's duty to stay abreast of any updates to such telephone numbers and hyperlinks without amending this Contract.

**1.5.3.** In this Contract "business days" refers to those days that are not weekends, do not fall under §110.117(1) – (2), F.S., or are administrative closures declared by the Governor. "Days," without modification, are calendar days.

**1.5.4.** The terms and conditions set forth in this Contract that conflict with PUR 1000 constitutes special contract conditions as contemplated by Rule 60A-1.002, Florida Administrative Code (F.A.C.).

#### **1.6. Contract Composition**

**1.6.1.** This Contract is composed of the documents listed in this section. In the event of any conflict between the documents, the documents shall be interpreted in the following order of precedence:

**1.6.1.1. Exhibits A through F1;**

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

**1.6.1.3. Part 1** of this Contract, including Standard Contract Definitions, located at: <https://www.myflfamilies.com/general-information/contracted-client-services/library;>

**1.6.1.4. Attachments 1 through 1;**

**1.6.1.5.** PUR 1000 Form, located at: [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/state\\_purchasing\\_pur\\_forms](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms); and

**1.6.1.6.** Any incorporated attachments submitted by the Provider.

**1.6.2.** Notwithstanding the order of precedence indicated, for purchases based on a state term contract or an enterprise alternative contract source procured for state agency use by the Department of Management Services, the terms of the underlying state term contract or Department of Management Services enterprise alternative contract source agreement shall prevail over conflicting terms in other documents in the order of precedence, unless by the terms of that underlying state term contract or alternative contract source agreement the "Customer" is explicitly authorized to vary the terms to the State's detriment.

### 1.7. **MyFloridaMarketPlace Transaction Fee**

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

## 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 or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks 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 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**

To avoid contract termination, the Provider's performance must meet the minimum acceptable level of performance set forth in **Exhibit E**, regardless of any other performance measures in this Contract. During any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, the Department may delay or deny payment for deliverables and also apply financial consequences.

## 3. **PAYMENT, INVOICE AND RELATED TERMS**

The Department pays 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 this Contract Amount, 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 **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 §215.422, F.S., the Department has five business days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract elsewhere specifies otherwise. The Department determination of acceptable services shall be conclusive. The 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 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 35 days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in §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 invoices for payment, including any permitted travel expenses in this Contract, in accordance with §287.058(1)(a) – (b), F.S.

**3.3.2.** The Department will not pay any invoice for payment received more than 30 days after this Contract ends or is terminated. Any payment due 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, at a minimum, financial consequences under §§287.058(1)(h) and 215.971(1)(c), F.S., as well as those provided for in **6.1**. Other financial consequences directly related to the deliverables under this Contract are defined in **Exhibit F**. The foregoing does not limit the Department's use of additional financial consequences, including refusing to make 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 this Contract so provides, or termination of this Contract per **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 erroneous, is immediately due as an overpayment in accordance with **3.5**, to the extent of such error.

### **3.5. Overpayments and Offsets**

The Provider shall return erroneous payments, overpayments, or payments disallowed by this Contract (including payments made for services subsequently determined by the Department to not be in full compliance with this Contract's requirements) or law, including interest at a rate established per §55.03(1), F.S., within 40 days after discovery by the Provider, audit, or the Department. The State or the Department may recover against such payments by deduction from subsequent payments under this or any other contract with the Provider, or any other lawful method. If this Contract involves federal or state financial assistance, the following applies: The Provider shall return to the Department unused funds, accrued interest earned, and unmatched grant funds, as detailed in the Final Financial Report, within 60 days of the End Date.

### **3.6. Rural Opportunities**

If the Provider is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in §288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Contract to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting the criteria, the Provider may elect in writing to exercise this provision as defined in §215.971(1)(h), F.S.

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

### **4.1. Legal Compliance**

**4.1.1.** The Provider shall comply with, and ensure its subcontractors, subgrantees, and others it arranges to provide deliverables comply with:

**4.1.1.1.** Applicable laws, rules, codes, ordinances, certifications, licensing requirements, and the Department's Children and Families Operating Procedures (CFOP);

**4.1.1.2.** Department of Financial Services' (DFS) "Reference Guide for State Expenditures" and active DFS Comptroller or Chief Financial Officer Memoranda. If this Contract is funded by state financial assistance, those funds may only be used for allowable costs between the Effective Date and the End Date. Absent the Department's authorization, unused state financial assistance funds must be returned to the Department;

**4.1.1.3.** Support for individuals with a disability or with limited English proficiency. The Provider and its subcontractors shall comply with CFOP 60-16, located at: <https://www.myflfamilies.com/resources/policies-procedures/cfop-060-human-resources>, which includes completing the Civil Rights Compliance Checklist, (Form CF 946) within 30 days of the Effective Date and annually by the date specified in CFOP 60-16, thereafter;

**4.1.1.4.** For Nutritional Programs and Activities funded through the Department's Office of Economic Self-Sufficiency, the Provider and its subcontractors shall also comply with USDA Food & Nutrition Service Instruction FNS-113-1 to ensure civil rights compliance and prohibit discrimination in nutrition programs and activities;

**4.1.1.5.** Funds provided under this Contract for the purchase of or improvements to real property are contingent upon the Provider granting the State a security interest in the property at least to the amount of the State funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of funds for this purpose, if the Provider disposes of the property before the State's interest is vacated, the Provider shall refund the pro-rata share of the State's initial investment [(initial investment) x (length of time from purchase to disposal/the term of the security interest)]; and

**4.1.1.6.** If the Provider has one or more contracts for services with the Agency for Persons with Disabilities, or the Departments of Health, Elderly Affairs, or Veteran's Affairs, the Provider shall provide the following by Notice on each of those contracts:

**4.1.1.6.1.** The name of the issuing state agency and the applicable office or program;

**4.1.1.6.2.** Identifying name and number;

**4.1.1.6.3.** Starting and ending date;

**4.1.1.6.4.** Total dollar amount;

**4.1.1.6.5.** Purpose and the types of services provided; and

**4.1.1.6.6.** Name and contact information for the state agencies' Contract Manager.

## **4.2. Certifications and Attestations**

**4.2.1. Common Carrier.** If the Provider is a common carrier or any of its subcontractors are a common carrier, the Provider and/or its subcontractors must complete an attestation (PUR 1808) as required by §908.111, F.S. and Rule 60A-1.020, F.A.C. A violation of the attestation by the Provider or subcontractor shall be grounds for termination with cause. Extensions, amendments, and renewals are subject to the requirements of §908.111, F.S.

**4.2.2. Foreign Countries of Concern Prohibition.** If the Provider has access to an individual's Personal Identifying Information as defined in Rule 60A-1.020, F.A.C, and §501.171, F.S. the Provider and/or its subcontractors must complete an attestation (PUR 1355) as required by §287.138, F.S. and Rule 60A-1.020, F.A.C. A violation by the Provider or subcontractor shall be grounds for consequences as provided in §287.138, F.S. Extensions and renewals are subject to the requirements of §287.138, F.S.

**4.2.3. Sudan, Iran, Cuba, Syria, and Israel Certifications.** Where applicable, in compliance with §287.135(5), F.S., the Provider certifies the Provider is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and that it does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel.

**4.2.4. Certification Regarding Lobbying.** If this Contract contains Federal funding in excess of \$100,000, the Provider certifies clauses **4.2.4.1 – 4.2.4.3**. If an Amendment to this contract causes the Federal funding to exceed \$100,000, the Provider must, prior to amendment execution, complete the Certification Regarding Lobbying form, and return it to the Contract Manager.

**4.2.4.1.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**4.2.4.2.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**4.2.4.3.** The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **4.3. Use of Funds for Lobbying Prohibited**

Contract funds are not used for lobbying the Legislature, the judicial branch, or a State Agency. §§11.062 and 216.347, F.S.

#### **4.4. Use of Funds for Diversity, Equity, and Inclusion Prohibited**

No State funding under this Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" (DEI). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

#### **4.5. Coercion for Labor or Services Prohibited**

In accordance with §787.06(13), F.S., under penalty of perjury, the Provider's duly authorized official and signatory hereof, declares the Provider does not use coercion for labor or services as those terms are defined in §787.06(2), F.S.

#### **4.6. Independent Contractor, Subcontracting and Assignments**

**4.6.1.** In performing its obligations under this Contract, the Provider is an independent contractor

and not an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. The Provider, its agents, employees, subcontractors, or assignees shall not represent to others they are agents of or have the authority to bind 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 due to performing the duties or obligations of this Contract.

**4.6.2.** 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 are the sole responsibility of the Provider and its subcontractors. No joint employment is intended and regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone are responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

**4.6.3.** The Provider shall not assign its responsibilities under this Contract to another party, in whole or in part, without prior written approval of the Department. Such assignment occurring without prior approval of the Department shall be null and void.

**4.6.4.** The State of Florida may assign, in whole or part, its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida or to a provider of the Department's selection.

**4.6.5. Additional Terms if Subcontracting is Permitted**

**4.6.5.1.** The Provider cannot subcontract for any of the work contemplated under this Contract without the Department's prior written approval. The Provider shall take all actions necessary to ensure each subcontractor of the Provider is an independent contractor and not an officer, employee, or agent of the State of Florida.

**4.6.5.2.** 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 the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

**4.6.5.3.** The Provider shall include the substance of all clauses contained in this Contract relevant to subcontractor compliance in all subcontracts and any sub-subcontracts.

**4.7. Indemnity**

**4.7.1.** This is the sole term covering indemnification. No other indemnification clause applies to this Contract. The Provider shall indemnify the Department, where indemnification is not limited by law, as follows:

**4.7.1.1. Personal Injury and Damage to Real or Tangible Personal Property.** The Provider shall be fully liable for, and fully indemnify, defend, and hold harmless the State, the Department, and their officers, agents, and employees, from any suits, actions, damages, attorneys' fees, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property allegedly caused in whole or in part by the Provider, provided however, the Provider need not indemnify, defend and hold harmless the State or the Department for that portion of any loss or damages proximately caused by the negligent act or omission of the State, the Department, and their officers, agents, and employees. However, should conflict arise between the terms of this agreement and §§39.011, 394.9085, and 409.993, F.S., these statutory

provisions control.

**4.7.1.2. Intellectual Property Liability.** The Provider shall fully indemnify, defend, and hold harmless the State, the Department, and their officers, agents, and employees from any suits, actions, damages, attorney's fees, and costs of every name and description, arising from or relating to violation or infringement of a trademark, copyright, patent, trade dress, trade secret or other intellectual property right. This intellectual property liability indemnification obligation will not apply to the Department's misuse or modification of the Provider's products or the Department's operation or use of the Provider's products in a manner not contemplated by this Contract. If any product is the subject of an infringement suit, or in the Provider's opinion, is likely to become the subject of such a suit, the Provider shall, at its sole expense, procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Provider is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Provider shall remove the product and refund the Department the amounts paid more than a reasonable rental for past use. The State and the Department will not be liable for any royalties, or licensing fees, not included in this Contract.

**4.7.1.3. Actions Related to this Contract.** The Provider shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, employees, and agents from any suits, actions, damages, fines, claims, assessments, attorney's fees, and costs of every name and description, arising from or relating to any acts, actions, breaches, neglect, or omissions of the Provider related to this Contract, as well as for any determination arising out of or relating to this Contract that the Provider is not an independent contractor vis-a-vis the Department.

**4.7.2. Subcontracts.** The Provider shall include in all subcontracts and ensure all resulting contracts include the requirement that such resulting contractors indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, arising from or relating to any alleged act or omission by subcontractors, their officers, employees, agents, partners, subcontractors, assignees, or delegees alleged caused in whole or in part by contracted entities, their agents, employees, partners or subcontractors; provided, however, that contracted entities will not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of the Department. The Provider shall indemnify, defend, and hold harmless the State and the Department from the consequences of such a breach.

**4.7.3.** The indemnification requirement in **4.7.1** does not apply if the Provider is a governmental entity, prohibited by law, or constrained by lack of legal authority, from indemnifying the State, the Department, or other party. In such instances, the Provider remains liable for the Provider's own actions to the extent such liability exists in the absence of the legally impermissible indemnification.

**4.7.4.** Nothing in this Contract constitutes a waiver of sovereign immunity or consent by the Department, or the State, or its subdivisions to suit by third parties or an agreement by the Department, the State, or its subdivisions to indemnify any person.

#### **4.8. Insurance**

**4.8.1. Workers' Compensation Insurance (WCI).** To the extent and degree required by law, the Provider shall self-insure or maintain WCI covering its employees connected with the services provided hereby. The Provider shall require subcontractors provide WCI for its employees absent coverage by the Provider's WCI.

**4.8.2. General Liability Insurance.** The Provider shall secure and maintain, and ensure subcontractors secure and maintain, Commercial General Liability Insurance, including bodily injury, property damage, personal and advertising injury, and products and completed operations. This insurance will provide coverage for all claims that may arise from the services completed under this



Contract, whether such services are by the Provider or anyone employed by it. Such insurance shall include the State as an additional insured for the entire length of this Contract. The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract.

**4.8.3. Cyber/Network Security and Privacy Liability Insurance.** The Provider will, for itself if providing Cyber/Network solutions or handling confidential information, secure and maintain, and ensure any subcontractor providing Cyber/Network solutions or handling confidential information, secure and maintain liability insurance, written on an occurrence basis, covering civil, regulatory, and statutory damages; contractual damages; data breach management exposure; and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information with minimum limits. The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract.

**4.8.4. Authorized Insurers and Documentation.** All insurance policies will be with insurers authorized, and through insurance agents licensed, to transact business in the State, as required by chapter 624, F.S., or upon approval of the Department with a commercial self-insurance trust fund authorized under §624.462, F.S. The Provider shall provide thirty (30) calendar days written notice of cancellation of any insurance required by **4.8** to the Department. The Provider shall submit certificates of insurance coverage, or other evidence of insurance coverage acceptable to the Department, prior to this Contract execution, and provide the Department 10 days prior Notice of any cancellation or nonrenewal.

#### **4.9. Notice of Legal Actions**

The Provider shall Notice the Department within 10 days after becoming aware of potential legal actions or immediately upon notice of actual legal actions against the Provider related to services provided by this Contract, that may impact deliverables or the Department.

#### **4.10. Intellectual Property**

**4.10.1.** Intellectual property rights to all property created or otherwise developed as part of this Contract by the Provider (either directly or through a subcontractor) for the Department as a work made for hire will be owned by the State. The Provider's title to intellectual property not developed as a work made for hire is unaffected. If software is being created as a work for hire the Provider shall deliver to the Department at no additional cost the decompiled source code, data libraries, manuals, documentation, and any other data or material necessary for the software to function as intended and be replicated and modified. If software or other intellectual property is not a work for hire, but is developed through performance of services under this Contract, the State of Florida is granted a perpetual, non-exclusive, non-assignable, royalty-free license to use, copy and modify such intellectual property for state business by any of the State of Florida's departments, subdivisions, or agents.

**4.10.2.** A thing capable of being trademarked developed in anticipation, or as a result, of this Contract will be trademarked by or on behalf of the Department. Only after the Department declines, by Notice, to hold such trademark, may the Provider trademark such a thing in its own name.

**4.10.3.** Any website developed in anticipation, or as a result, of this Contract will be placed in a domain of the Department's choice, copyrighted in the Department's name. Only if the Department declines, by Notice, such placement or copyright, may the Provider copyright such a thing in its own name.

**4.10.4.** Any inventions or discoveries developed during or as a result of services performed under this Contract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the State. The Provider shall inform the Department of any inventions or discoveries developed or made in connection

with this Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State will be the sole owner of all patents resulting from any invention or discovery made in connection with this Contract.

**4.10.5.** The Provider shall notify the Department of any intellectual property developed in connection with this Contract.

**4.10.6.** If the Provider is a member of the State University System, the Department's intellectual property rights under **4.10**, will be a fully paid up, perpetual, royalty-free license, including the ability to modify and access to resources unique to the Provider necessary to modify (for software, a decompiled version of the source code).

#### **4.11. Transition Activities**

When services that are the subject of the Contract continue through another provider, or the Department, after the End Date, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider, or the Department. This includes 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, or the Department, no later than the End Date and shall support the requirements for transition specified in a Department-approved Transition Plan, which the Provider shall develop in consultation with the Department.

#### **4.12. Publicity**

The Provider and its employees, agents, and representatives shall not, without prior written consent of the Department 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.

#### **4.13. Sponsorship**

As required by §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.

#### **4.14. Employee Gifts**

The Provider agrees it shall not offer to give or give any gift to any Department employee during the service performance period of this Contract and for 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 shall ensure any subcontractors comply with these provisions.

#### **4.15. 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:

**4.15.1.** A reportable incident is defined in CFOP 180-4.

**4.15.2.** Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Department's Office of Inspector General and the Contract Manager.

**4.15.3.** Other reportable incidents shall be reported to the Department's Office of Inspector General within two business days of discovery through the Internet at: <https://www.myflfamilies.com/about/additional-services-offices/office-inspector-general/investigations/inspector-general> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at: [IG.Complaints@myflfamilies.com](mailto:IG.Complaints@myflfamilies.com). The Provider and subcontractor shall mail or fax the completed forms to the Office of Inspector General, 2415 North Monroe Street, Suite 400, Tallahassee, Florida, 32303-4190; or (850) 488-1428.

#### **4.16. Employment Screening**

**4.16.1.** As described in CFOP 60-25, Chapter 2 (implementing §110.1127, F.S.), as a condition of initial and continued employment, the Provider shall ensure all staff, whether employees or independent contractors, are screened by the Department in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards in §§435.04, 110.1127, and 39.001(2), F.S., including:

**4.16.1.1.** Employment history checks

**4.16.1.2.** Fingerprinting for all criminal record checks;

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

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

**4.16.1.5.** Security background investigation, which may include criminal record checks by local law enforcement agencies; and

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

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

**4.16.3.** The Department requires the use of the Office of Inspector General's Request for Reference Check (Form CF 774), stating: "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 (Department) or employed with a Contract or Subcontract Provider, a check with the Office of Inspector General (OIG) is required to determine if the individual is or has been the subject of an investigation with the OIG. 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 Department or a Contract or Subcontract Provider, or if that individual is being promoted, transferred, or demoted within the Department or Contract or Subcontract Provider."

#### **4.17. Human Subject Research**

Any human subject research under this Contract within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §289, et seq. may not commence until after review and approval by a duly constituted Institutional Review Board.

## **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 shall facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in **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 six years after completion of this Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum six 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 §200.337, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of their form.

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

**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 (§20.055, F.S.).

**5.1.6.** The Provider shall not withhold any record or 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. The Provider's Confidential Information**

**5.2.1.** 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" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to §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", including citation to a protection created by statute, and state with particularity the reasons the provision is confidential.

**5.2.2.** Any claim by the Provider of trade secret confidentiality for any information contained in the 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:

**5.2.2.1.** The Provider must clearly label any portion of the documents, data, or records submitted it considers confidential pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts authorizing exemption of the information from public disclosure. If different statutes or facts are claimed applicable to different portions of the

information, the Provider shall include information correlating the nature of the claims to the particular information.

**5.2.2.2.** The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider expeditiously submit redacted copies of documents marked as trade secret, in accordance with **5.2.2.1**. Accompanying the submission shall be an updated version of the justification under **5.2.2.1**, corresponding specifically to redacted information, either confirming the statutory and factual basis originally asserted remains 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 claimed 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 trade secret information.

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

### **5.3. Health Insurance Portability and Accountability Act (HIPAA)**

Should this Contract involve Provider access to protected health information (PHI) the Provider shall be a "Business Associate" limited to the following permissible uses and disclosures. Reference to a section in the HIPAA Rules means the section as in effect or as amended. The Provider shall assist the Department in amending this Contract to maintain compliance with HIPAA Rules and any other applicable law requirements. Any ambiguity in **5.3** will be interpreted to permit compliance with the HIPAA Rules. Within the Department, the Human Resources Manager for Civil Rights has been designated the HIPAA Privacy Officer.

**5.3.1. Catch-all Definitions.** The following terms as used in **5.3** have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Unsecured Protected Health Information, and Use.

#### **5.3.2. Specific Definitions for 5.3**

**5.3.2.1.** "Business Associate" has the same meaning as the term "business associate" at 45 CFR §160.103.

**5.3.2.2.** "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR §160.103, and for purposes of this Contract includes the Department.

**5.3.2.3.** "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

**5.3.2.4.** "Subcontractor" has the same meaning as the term "subcontractor" at 45 CFR §160.103 and includes individuals to whom a Business Associate delegates a function, activity, or service, other than as a member of the workforce of such Business Associate.

#### **5.3.3. Obligations and Activities of the Provider**

The Provider shall:

**5.3.3.1.** Not use or disclose PHI except as permitted or required in by **5.3** or law;

**5.3.3.2.** Use the appropriate administrative safeguards in 45 CFR §164.308, physical safeguards in 45 CFR §164.310, and technical safeguards in 45 CFR §164.312; including policies and procedures regarding the protection of PHI in 45 CFR §164.316 and the provisions of training on such policies and procedures to applicable employees, independent providers, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI Provider

may create, receive, maintain or transmit on the Department's behalf;

**5.3.3.3.** Acknowledge that the foregoing safeguards, policies and procedures requirements apply to the Provider in the same manner as such requirements apply to the Department; and the Provider and Subcontractors are directly liable under the civil and criminal enforcement provisions of §§13409 and 13410 of the HITECH Act, 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 resulting U.S. Health and Human Services (HHS) guidance thereon;

**5.3.3.4.** Report to the Department any use or disclosure of PHI not permitted by **5.3**, including breaches of unsecured PHI as required at 45 CFR §164.410, and any security incident;

**5.3.3.5.** Notify the Department's HIPAA Security Officer, HIPAA Privacy Officer, and Contract Manager within 120 hours after finding a breach or potential breach of personal and confidential data of the Department; and

**5.3.3.6.** Notify the Department's HIPAA Privacy Officer and Contract Manager within 24 hours of HHS notification of any investigations, compliance reviews, or inquiries concerning violations of HIPAA;

**5.3.3.7.** Provide additional information requested by the Department for investigation of or response to a breach;

**5.3.3.8.** Provide at no cost: Notice to affected parties within 30 days of determination of any potential breach of personal or confidential data of the Department (§501.171, F.S.); implementation of the Department's prescribed measures to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data of the Department; and, immediate actions limiting or avoiding recurrence of any breach or potential breach and any actions required by applicable federal and state laws and regulations regardless of the Department's actions;

**5.3.3.9.** In accord with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), as applicable, ensure all entities creating, receiving, maintaining, or transmitting PHI on the Provider's behalf are bound to the same restrictions, conditions, and requirements as the Provider by written contract or other written agreement meeting the applicable requirements of 45 CFR §164.504(e)(2) that the entity will appropriately safeguard the PHI. For prior contracts or other arrangements, the Provider shall provide written certification its implementation complies with 45 CFR §164.532(d);

**5.3.3.10.** Make PHI available in a designated record set to the Department as necessary to satisfy the Department's 45 CFR §164.524 obligations;

**5.3.3.11.** Make any amendment to PHI in a designated record set as directed or agreed to by the Department per 45 CFR §164.526, or take other measures as necessary to satisfy the Department's 45 CFR §164.526 obligations;

**5.3.3.12.** Maintain and make available the information required to provide an accounting of disclosures to a covered entity as needed to satisfy the Department's 45 CFR §164.528 obligations;

**5.3.3.13.** To the extent the Provider carries any obligation under 45 CFR Subpart E, comply with the requirements of Subpart E that apply to the Department in the performance of that obligation; and

**5.3.3.14.** Make internal practices, books, and records available to HHS for determining HIPAA rule compliance.

**5.3.4.** Provider and its Subcontractors may only use or disclose PHI as listed below:

- 5.3.4.1.** To perform obligations under **5.3**;
- 5.3.4.2.** For archival purposes;
- 5.3.4.3.** If necessary, for (a) proper management and administration or (b) to carry out legal responsibilities;
- 5.3.4.4.** To disclose only if the disclosure is required by law; or (a) reasonable assurances are obtained from the disclosee that PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed, and (b) the disclosee agrees to notify the Provider of any instances in which the confidentiality and security of PHI has been breached;
- 5.3.4.5.** To aggregate with PHI of other covered entities in its possession through its capacity as a Business Associate of such covered entities only to provide Department data analyses relating to Department health care operations (as defined in 45 C.F.R. §164.501);
- 5.3.4.6.** To conform with 45 CFR §164.514(b) in de-identifying PHI; or
- 5.3.4.7.** To follow marketing, fundraising and research guidance in 45 CFR §164.501, 45 CFR §164.508 and 45 CFR §164.514.

### **5.3.5. Department Notifications Affecting Provider Disclosure of PHI**

The Department will notify the Provider, to the extent it may affect Provider's use or disclosure of PHI: of 45 CFR §164.520 limitations in the Notice of Privacy Practices; of changes in, or revocation of, an individual's permission to use or disclose PHI; or of any restriction on the use or disclosure of PHI information the Department has agreed to or is required to abide by under 45 CFR §164.522.

### **5.3.6. Termination Regarding PHI**

**5.3.6.1. Termination for Cause.** Upon the Department's knowledge of a material breach of the Provider's duties under **5.3**, the Department may: (a) Provide the Provider opportunity to cure the breach within the Department's specified timeframe; (b) Immediately terminate Contract or discontinue access to PHI; or (c) If termination or cure are not feasible, the Department will report the breach to the Secretary of HHS.

**5.3.6.2. Provider Obligations Upon Termination.** Upon termination, the Provider, with respect to PHI received from the Department, or created, maintained, or received on behalf of the Department, will: (a) retain only PHI necessary to continue proper management and administration or to carry out legal responsibilities; (b) return PHI not addressed in (a) to the Department, or its designee; (c) upon the Department's permission, destroy PHI the Provider maintains in any form; (d) continue to use appropriate safeguards and comply with Subpart C of 45 CFR 164 with respect to electronic PHI to prevent use or disclosure of PHI, other than as provided for in (a) for retained PHI; (e) not use or disclose retained PHI other than for purposes for which PHI was retained and subject to the same conditions which applied prior to termination; and (f) comply with (b) and (c) when retained PHI is no longer needed under (a).

**5.3.6.3.** Obligations under **5.3.6.2** survive termination.

### **5.4. Information Security**

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

**5.4.1.** The Provider shall designate an Information Security Officer competent to liaise with the Department on security matters and maintain an appropriate level of information security for the Department's 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 the Department's information systems or any client or other confidential information. The Information Security Officer will ensure any access to the Department's information systems or any client or other confidential information is removed immediately upon such access no longer being required for the Provider's performance under this Contract.

**5.4.2.** The Provider shall provide the Department's latest security awareness training to all persons prior to granting access to the Department's information systems or any client or other confidential information. The Provider shall require all persons granted access to comply with, and be provided a copy of CFOP 50-2, and will sign the Department's Security Agreement (Form CF 0112) annually.

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

**5.4.4.** The Provider shall notify the Contract Manager within 120 hours, following the determination of any potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information.

**5.4.5.** The Provider shall, at its own cost, comply with §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 the Department's information systems or to any client or other confidential information.

**5.4.6.** The Provider's confidentiality procedures shall be at least as protective as the most recent version of the Department's security policies and comply with any applicable professional confidentiality standards.

## **5.5. Public Records**

**5.5.1.** The Provider shall allow public access to all documents, papers, letters, or other public records as defined in §119.011(12), 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. Should the Provider fail to comply with this provision the Department may unilaterally terminate this Contract.

**5.5.2.** As required by §119.0701, F.S., to the extent the Provider is acting on behalf of the Department the Provider shall:

**5.5.2.1.** Maintain public records that ordinarily and necessarily would be required by the Department to perform the service.

**5.5.2.2.** Upon request from the Department's custodian of public records, provide to the Department a copy of requested records or allow the records 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.

**5.5.2.3.** Ensure public records exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law during this Contract term and following completion of this Contract if the Provider does not transfer the records to the Department.

**5.5.2.4.** Upon completion of this 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 this 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 this 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 compatible with the information technology systems of the Department.

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

## **6. INSPECTIONS, PENALTIES, AND TERMINATION**

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

**6.1.1.** In accordance with the provisions of §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 **6.1.2** through **6.1.3** shall be imposed for the Provider's 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 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 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 5% penalty.

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

**6.1.3.** The deadline for payment shall be as stated in the Department 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.** The Department may terminate this Contract without cause upon no less than 30 days' Notice in writing to the Provider unless another time is mutually agreed upon in writing.

**6.2.2.** The Provider may terminate this Contract upon no less than 120 days' Notice to the Department unless another time 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 24 hours' Notice in writing to the Provider. The Department is 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 this Contract upon no less than 24 hours' Notice 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 Notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. 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 is not a waiver of any other breach and neither event is a modification of the terms and conditions of this Contract. **6.2** does not limit the Department's right to legal or equitable remedies.

**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 24 hours' Notice to the Provider and only if the Provider:

**6.2.5.1.** Previously failed to satisfactorily perform in a contract with the Department, was 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 any other contract terminated by the Department for cause.

**6.2.6.** In the event of termination under **6.2.1** or **6.2.3**, the Provider shall be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

**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 falsely certified under §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 engaged in business operations in Cuba or Syria, placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

## **7. OTHER TERMS**

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

This Contract is entered into in the State of Florida and is 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 have exclusive jurisdiction in any action regarding this Contract and venue is 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.

### **7.2. No Other Terms**

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract supersedes all previous communications, representations, or agreements, either verbal or written between the parties. This Contract does not include any resulting invoice, website, "click through", online, or other agreement absent specific reference in this Contract and then only the version extant the date of the first Contract signature.

### **7.3. Interpretation, Severability of Terms**

Contract terms are not more strictly construed against any party. If a term is struck by a court, the balance is voidable only by the Department.

### **7.4. Survival of Terms**

Absent a provision expressly stating otherwise, provisions concerning obligations of the Provider and remedies available to the Department survive the End Date. The Provider's performance pursuant to such surviving provisions is without further payment.

### **7.5. Modifications**

Modifications of provisions of this Contract are 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 shall 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. Purchases by Other Agencies**

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

### **7.8. Unauthorized Aliens**

**7.8.1.** 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 §274A of the Immigration and Nationality Act. 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 this Contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during this Contract term to perform work pursuant to this Contract within the United States and its territories.

**7.8.2.** The Provider represents and warrants that no part of the funding under this Contract will be used in violation of any federal or state law, including, but not limited to, 8 U.S.C. §1324 or 8 U.S.C. §1325, or to aid or abet another in violating federal or state law. The Department may terminate this Contract at any time if the Provider violates, or aids or abets another in violating, any state or federal law.

### **7.9. Public Entity Crime and Discriminatory Contractors**

Pursuant to §§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, the prohibition on persons or affiliates placed on the convicted vendor list is limited to business in excess of the threshold amount provided in §287.017, F.S., for CATEGORY TWO for 36 months from the date of being placed on the convicted vendor list.

#### **7.10. PRIDE**

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under chapter 946, F.S., in the same manner and under the same procedures set forth in §§946.515(2) and (4), F.S.; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

#### **7.11. Continuing Oversight Teams**

The Provider shall comply with the provisions of §287.057(26), F.S., as applicable, establishing and governing conduct of Continuing Oversight Teams for contracts of \$5 million or more.

#### **7.12. 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 with payment subject to FEMA approval and reimbursement.

#### **7.13. Executive Compensation Reporting**

**7.13.1.** Annually on or before May 1 Provider shall complete and return the Executive Compensation Annual Report (Form PCMT-08), located at: <https://www.myflfamilies.com/general-information/contracted-client-services/library>.

**7.13.2.** In accordance with §216.1366, F.S., if the Provider is a nonprofit as defined in §215.97(2)(m), F.S., the Provider must provide documentation to the Department that indicates the amount of state funds:

**7.13.2.1.** Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.

**7.13.2.2.** Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

**7.13.3.** If the Provider maintains a website, information provided pursuant to **7.13.2** must be posted on the Provider's website.

#### **7.14. Federal Whistleblower Requirements**

Pursuant to §11(c) of the OSH Act of 1970 (29 USC §660(c)) 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 are located at: <http://www.whistleblowers.gov>.

#### **7.15. Post-Award Notice Dissemination**

If the Provider receives federal or state financial assistance, the Provider will receive a Post-Award

Notice (PAN) from the Department, which will contain information required to meet the Department's obligations in accordance with 2 CFR Part 200, §215.97 F.S., and Rule 69I-5, F.A.C. Providers with subrecipients receiving federal or state financial assistance are required to derive from the PAN information required by the regulations cited in this clause, and properly disseminate to subrecipients of federal and state financial assistance funds. This requirement follows federal and state financial assistance to subrecipients at every tier.

#### **7.16. 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 §403.7065, F.S.

### **8. FEDERAL FUNDS APPLICABILITY**

The following applies if Federal Funds are used to fund this Contract.

#### **8.1. Federal Law**

**8.1.1.** Provider shall comply with Federal law and regulations including 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 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 §306 of the Clean Air Act, as amended (42 U.S.C. §7401 et seq.), §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.** 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 et seq.). 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.

**8.1.5.** If the Provider is a federal subrecipient or pass-through entity, 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 implementing 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.

**8.1.6.** 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 if 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 a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

**8.1.7. Drug Free Workplace.** If the Provider is a subrecipient or pass-through entity of federal funds originating from HHS, the Provider must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the governmentwide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

## **9. CLIENT SERVICES APPLICABILITY**

The following applies if the box for Client Services is checked in the header on page 1.

### **9.1. Client Risk Prevention**

If services to clients are 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 (1-800-962-2873). 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 performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within 30 days of the execution of this Contract, submit to the Contract Manager an emergency preparedness plan which includes provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan allowing the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For 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 12 months thereafter, the Provider shall submit a written certification it has reviewed its plan, along with any modifications to the plan, or a statement no modifications were found necessary. The Department agrees to respond in writing within 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 to assume implementation of agreed emergency relief provisions.

### **9.3. Confidential Client and Other Information**

The Provider shall maintain the confidentiality of all confidential data, files, and records related to deliverables and comply with all state and federal laws, including, §§471(a)(8) of the Social Security Act, 106(b)(2)(B) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602, 2 CFR §200.303, 2 CFR §200.337, 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §§431.300-306, and 45 CFR §205. Summaries 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.

## **10. PROPERTY**

**10.1.** The following only applies to this Contract if funded by state financial assistance.

**10.2.** The word "property" in this section means equipment, fixtures, and other property of a nonconsumable and nonexpendable nature, the original acquisition cost or estimated fair market value of which is \$5,000 or more and the normal expected life of which is one year or more. This definition also includes hardback-covered bound books 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 will be marked in the manner required by the Auditor General. Each custodian will maintain an adequate record of property in his or her custody, which record will contain such information as will 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 will take an inventory of property in his or her custody. The inventory will be compared with the property record, and all discrepancies will be traced and reconciled. All publicly supported libraries will 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 is 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 is a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing will be traced and reconciled, and the library inventory shall be adjusted accordingly.

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

**10.4.** The inventory will include: 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.

**10.5.** The Contract Manager must provide disposition instructions to the Provider prior to the End Date. The Provider cannot dispose of any property reverting to the Department without the Contract Manager's approval. The Provider will furnish a closeout inventory no later than 30 days before the completion or termination of this Contract. The closeout inventory will include all nonexpendable property including all computers purchased by the Provider. The closeout inventory will contain the same information required by the annual inventory.

**10.6.** The Provider hereby agrees all inventories required by this Contract will 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 will be agreed upon by both the Provider and the Department and will be used in place of the original acquisition cost.

**10.7.** Title (ownership) to and possession of all property purchased by the Provider pursuant to this Contract vests in the Department upon completion or termination of this Contract. During the term of this Contract, the Provider is responsible for insuring all property purchased by or transferred to the Provider is in good working order. The Provider 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 Provider is 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 Contract. When property transfers from the Provider to the Department, the Provider is responsible for paying for the title transfer.

**10.8.** If the Provider replaces or disposes of property purchased by the Provider pursuant to this Contract, the Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Provider's annual inventory.

**10.9.** The Provider will indemnify the Department against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the Provider pursuant to this Contract.

**10.10.** An amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

## **11. AMENDMENT IMPACT**

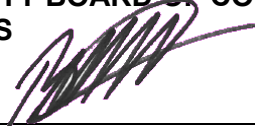
Any amendment replacing or deleting this page will not affect the below execution.

By signing this Contract, the parties state they have read and agree to the entire Contract, as described in 1.6.

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

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature: 

Signature: \_\_\_\_\_

Name: Brian Scott

Name: \_\_\_\_\_

Title: Chair

Title: \_\_\_\_\_

Date: February 25, 2025.

Date: \_\_\_\_\_

Federal Employer Identification Number (FEIN) or Social Security Number (SSN): 59-6000800

Provider Fiscal Year Ending Date: 06/30

ATTEST: KEN BURKE, CLERK

By: 



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APPROVED AS TO FORM

By: Cody J. Ward  
Office of the County Attorney



## **EXHIBIT A – SPECIAL PROVISIONS**

The following provisions supplement or modify the provisions of Items 1 through 11 of the Standard Contract, as provided herein:

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

**A.1.1.** The last sentence in **1.2.** is amended to read:

This contract shall not be renewed.

**A.1.2.** In addition to the provisions of **1.6.1.3.**, the following program-specific terms apply to this Contract Agreement.

#### **A.1.2.1. At-Risk**

**A.1.2.1.1.** Adults who are “at-risk” of involvement in the criminal justice system have factors associated with possible criminal behavior, including homelessness and other unstable living situations; history of victimization or abuse; significant transitions such as a recent release from jail, re-entry to the community from prison or release from a forensic facility; or a history of involvement in the criminal justice system.

**A.1.2.1.2.** Youth who are “at-risk” of involvement in the juvenile justice system have factors associated with possible delinquent behaviors that can lead to involvement in the juvenile justice system, including individual factors, family factors, peer group factors, school-related factors, or community environmental factors.

#### **A.1.2.2. CJMHSA Technical Assistance Center (TAC)**

The Center created in §394.659, F.S., that provides information and technical support to counties and agencies implementing the Program.

#### **A.1.2.3. Co-Occurring Disorder**

As defined by the DSM-5, the presence of at least one mental disorder and at least one substance use disorder (Diagnostic and Statistical Manual of Mental Disorders; APA, 2013).

#### **A.1.2.4. County Planning Council or Committee**

As described in §394.657 F.S., the council or committee designated by the county, meeting the composition requirements established in §394.657(2)(a), F.S.

#### **A.1.2.5. Criminal Justice, Mental Health, and Substance Abuse (CJMHS) Reinvestment Grant Program, hereinafter referred to as “Program”.**

The Program created in §394.658, F.S., that provides funding to counties to plan, implement, or expand initiatives that increase public safety, avert increased spending on criminal justice, and improve the accessibility and effectiveness of treatment services for adults and juveniles who have a mental illness, substance abuse disorder, or co-occurring mental health and substance abuse disorders, and who are in, or at risk of entering the criminal or juvenile justice systems.

#### **A.1.2.6. Crisis Intervention Team (CIT)**

A first responder model that provides law enforcement-based crisis intervention training for assisting individuals with mental illness including those with co-occurring substance use disorders.

#### **A.1.2.7. Diversion Program**

A program that seeks to divert individuals with mental illness, substance use disorders or co-occurring disorders from the criminal or juvenile justice system and links them to community-based services and supports in order to address root causes of criminal behavior through effective intervention.

**A.1.2.8. Evidence-Based Programs and Practices (EBP)**

A program or intervention that complies with the terms of Managing Entity Program Guidance 1 – Evidence Based Guidelines, available at:

<https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities>

**A.1.2.9. Fiscally Constrained County**

A county that is entirely within a rural area of opportunity as designated by the Governor pursuant to §288.0656, F.S., or a county for which the value of a mill will raise no more than \$5 million in revenue, based on the taxable value certified pursuant to §1011.62(4)(a)1.a. F.S., from the previous July 1, shall be considered a fiscally constrained county (§ 218.67(1), F.S.).

**A.1.2.10. Forensic Intervention and Re-Entry Services Team (FIRST)**

A multidisciplinary team that offers services and benefits assessment support for consumers in jail and while living in the community.

**A.1.2.11. Managing Entity**

As defined in §394.9082(2)(e), a corporation selected by and under contract with the department to manage the daily operational delivery of behavioral health services through a coordinated system of care.

**A.1.2.12. Not-for-Profit Community Provider**

A not-for-profit direct service agency providing mental health services and substance abuse prevention and treatment services as described in chapters 394 or 397, F.S.

**A.1.2.13. Recovery Oriented Services**

Recovery-oriented services include, but are not limited to, peer recovery coaching, employment assistance, childcare, care coordination and housing support. In a recovery-oriented system of care, recovery-oriented services are offered in conjunction with a menu of traditional treatment services.

**A.1.2.14. Sequential Intercept Mapping**

A strategic planning process and plan for reviewing a local community's mental health, substance abuse, criminal justice, and related systems and identifying six points of interceptions where interventions may be implemented to prevent an individual with a mental illness or substance use disorder from entering further into the criminal justice system.

**A.1.2.15. Strategic Plan**

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

**A.1.2.16. Substance Abuse and Mental Health Data System (SAMH Data System)**

The Department's web-based data system for reporting substance abuse and mental health services identified by the Department for the reporting of client service data.

**A.1.2.17. Supplant or Supplanting**

The use of grant funds to displace available funds which, prior to this award, an Applicant used to accomplish the same work as the approved grant funds.

**A.1.2.18. Sustainability**

The capacity of an Applicant and its partners to maintain the service coverage, developed as a result of this grant, at a level that continues to deliver the intended benefits of the initiative after the financial and technical assistance from the Department is terminated.

**A.2. STATEMENT OF WORK**

A.2.1. There are no additional provisions to this section of the Standard Contract.

**A.3. PAYMENT, INVOICE AND RELATED TERMS**

A.3.1. There are no additional provisions to this section of the Standard Contract.

**A.4. GENERAL TERMS AND CONDITIONS**

A.4.1. There are no additional provisions to this section of the Standard Contract.

**A.5. RECORDS, AUDITS AND DATA SECURITY**

A.5.1. There are no additional provisions to this section of the Standard Contract.

**A.6. INSPECTIONS, PENALTIES, AND TERMINATION**

A.6.1. There are no additional provisions to this section of the Standard Contract.

**A.7. OTHER TERMS**

A.7.1. There are no additional provisions to this section of the Standard Contract.

**A.8. FEDERAL FUNDS APPLICABILITY**

A.8.1. There are no additional provisions to this section of the Standard Contract.

**A.9. CLIENT SERVICES APPLICABILITY**

A.9.1. There are no additional provisions to this section of the Standard Contract.

**A.10. PROPERTY**

A.10.1. There are no additional provisions to this section of the Standard Contract.

**A.11. AMENDMENT IMPACT**

A.11.1. 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. §§ 300x, et seq.

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

42 U.S.C. §§ 300x-21 et seq.

45 CFR Part 96, Subpart L

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

45 CFR Part. 96

#### **A1.1.3. Charitable Choice Regulations Applicable to Substance Abuse Block and PATH Grants**

42 CFR Part 54

#### **A1.1.4. Confidentiality of Substance Use Disorder Patient Records**

42 CFR Part 2

#### **A1.1.5. Security and Privacy**

45 CFR Part 164

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

20 CFR Part 416

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

42 U.S.C. §§ 601 - 619

45 CFR, Part 260

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

42 U.S.C. §§ 290cc-21 – 290cc-35

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

42 U.S.C. §§ 12101 - 12213

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

22 U.S.C. § 7104

2 CFR Part 175

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

2 CFR Part 182

2 CFR Part 382

## **A1.2. FLORIDA STATUTES**

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

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

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

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

Ch. 381, F.S., Public Health: General Provisions

Ch. 386, F.S., Sanitary Nuisances; Florida Clean Air Act 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

§ 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 Ill and Intellectually Disabled Defendants

Ch. 985, F.S., Juvenile Justice; Interstate Compact on Juveniles

§ 985.19, F.S., Incompetency in Juvenile Delinquency Cases

§ 985.24, F.S., Use of detention; prohibitions

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

Ch. 119, F.S., Public Records

Ch. 120, F.S., Administrative Procedures Act

Ch. 287, F.S., Procurement of Personal Property and Services

Ch. 435, F.S., Employment Screening

Ch. 815, F.S., Computer-Related Crimes

Ch. 817, F.S., Fraudulent Practices

§ 112.061, F.S., Per diem and travel expenses of public officers, employees, and authorized persons; statewide travel management system

§ 112.3185, F.S., Additional standards for state agency employees

§ 215.422, F.S., Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance

§ 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-45, F.A.C., Levels of Licensure

Ch. 65C-46, 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-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 170-18, Services for Children with Mental Health and Any Other 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**

§ 215.425, F.S., Extra Compensation Claims prohibited; bonuses; severance pay

§ 215.97, F.S., Florida Single Audit Act

§ 215.971, F.S., Agreements funded with federal or state assistance

Ch. 69I-42, F.A.C., Travel Expenses

Ch. 69I-5, F.A.C., State Financial Assistance

CFO Memorandum No. 01, Contract and Grant Reviews and Related Payment Processing Requirements

CFO Memorandum No. 02, Reference Guide for State Expenditures

CFO Memorandum No. 04., Guidance on all Contractual Service Agreements Pursuant to § 215.971, Florida Statutes

CFO Memorandum No. 20., Compliance Requirements for Agreements

2 CFR, Part 180, Office of Management and Budget Guidelines to Agencies on Government Wide Debarment and Suspension (Non-procurement)

2 CFR, Part 200, Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, available at:  
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>

2 CFR, Part 300, Department of Health, and Human Services - Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Adoption of 2 CFR Part 200

45 CFR, Part 75, Uniform Administration Requirements, Cost Principles, and Audit Requirements for HHS Awards

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

§ 394.74(3)(e), F.S., Data Submission

§ 394.9082, F.S., Behavioral health managing entities

§ 394.77, F.S., Uniform management information, accounting, and reporting systems for providers

§ 397.321(3)(c), F.S., Data collection and dissemination system

DCF PAM 155-2, Financial and Services Accountability Management System (FASAMS)

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## **EXHIBIT B – SCOPE OF WORK**

### **B.1. SCOPE OF SERVICE**

**B.1.1.** This is a three-year Contract pursuant to §394.656, F.S. The Provider, Pinellas County Board of County Commissioners, in collaboration with the Pinellas County Public Safety Coordinating Council (PSCC) and Safe Harbor, shall design and implement the Treatment for Individuals Experiencing Homelessness (TIEH) Program. This Program will initiate outreach and engagement with individuals and will provide intake and coordinate screening of clients for mental health, substance use, or co-occurring disorder utilizing several screening tools that will provide a baseline assessment of an individual to inform treatment planning.

**B.1.2.** The Provider shall conduct all activities supported by this Contract in accordance with the Provider's Application in response to the Department's Request for Applications (DCF RFA 2324 011). The Application, and the Department's Request for Applications are hereby incorporated by reference and shall be maintained in the Provider's and the Department's official files.

### **B.2. MAJOR CONTRACT GOALS**

The primary goal of this Contract is to bridge gaps to services and improve stabilization outcomes for high-risk and justice-involved adults with substance use, mental health, or co-occurring disorders through coordinated care and service integration in order to decrease recidivism, relapse, and risk factors/behaviors, and improvements in employment, housing stability, and other factors.

### **B.3. SERVICE AREA/LOCATIONS/TIMES**

#### **B.3.1. Service Delivery Location**

**B.3.1.1.** The Provider's administrative and programmatic offices shall be at the address specified in 1.3.3.

**B.3.1.2.** The primary service delivery location(s) shall be Pinellas County Sheriff's Office (Safe Harbor), 14840 49<sup>th</sup> Street North, Clearwater, FL 33762.

#### **B.3.2. Service Times**

**B.3.2.1.** The Provider shall ensure that administrative services are provided between the hours of 8:00 am through 5:00 pm, Monday through Friday, excluding state holidays. Changes in service times and any additional holidays that the Provider wants to observe shall be approved in writing by the Department.

#### **B.3.3. Program Year**

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

**B.3.3.1.** Program Year 1: February 01, 2025 – January 31, 2026

**B.3.3.2.** Program Year 2: February 01, 2026 – January 31, 2027

**B.3.3.3.** Program Year 3: February 01, 2027 – January 31, 2028

### **B.4. CLIENTS TO BE SERVED**

**B.4.1.** Individuals to be served, hereinafter referred to as the "target population" are adults who have a mental illness, substance use disorder, or co-occurring disorder and who are in, or at risk of entering, the criminal justice system, with focus on those individuals' experiencing homelessness who are coming through the Pinellas County Sheriff's Office's (PCSO) Pinellas Safe Harbor emergency shelter.



**B.5. CLIENT ELIGIBILITY**

The Provider is responsible for assessing and determining the eligibility of each individual served.

**B.6. CLIENT DETERMINATION**

The Provider shall not deny services to or discriminate against any person on account of race, religion, color, national origin, gender, age, mental or physical disability, sexual orientation, citizenship, marital status, language spoken, and any other protected class.

**B.7. EQUIPMENT**

The Provider shall be responsible for supplying all equipment necessary to perform and complete the services described herein including, computers, telephones, copier, and fax machine, supplies, and maintenance.

**B.8. CONTRACT LIMITS**

The Provider shall conduct all activities under this Contract and shall not exceed **\$1,200,000.00**.

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## EXHIBIT C – TASK LIST

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

### **C.1. SERVICE TASKS**

**C.1.1.** To support the objective in **B.2.**, within three months of execution of this Contract, the Provider shall establish the programs 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 Provider shall:

**C.1.1.1.** Establish legally binding agreements with all participating entities to establish programs and diversion initiatives for the target population;

**C.1.1.2.** Provide an information system to track persons served during their involvement with the Reinvestment Grant Program and for at least six months after discharge, including but not limited to, arrests, receipt of benefits, employment, and stable housing; and

**C.1.1.3.** Implement strategies that support the strategic plan for diverting the target population from the criminal or juvenile justice systems.

**C.1.1.4.** Collaboration by:

**C.1.1.4.1.** Participating in regular Planning Council or Committee meetings;

**C.1.1.4.2.** Assessing progress of the Program based on established timelines and review attainment of goals;

**C.1.1.4.3.** Data sharing;

**C.1.1.4.4.** Coordination with Managing Entities; and

**C.1.1.4.5.** Making necessary adjustments to implementation activities, as needed.

**C.1.1.5.** Adapting existing service capacity and models to better address unique recovery-oriented needs of the target population by increasing case management, peer, and licensed mental health clinician (or equivalent) staff located within Pinellas Safe Harbor to increase the capacity of staff working with the target population.

### **C.2. ADMINISTRATIVE TASKS**

#### **C.2.1. Staffing**

The Provider shall maintain the following full-time equivalent (FTE) as detailed in the response and supported by this Contract:

**C.2.1.1.** 0.25 FTE (In-Kind Match) Grant Administrator

**C.2.1.2.** 0.15 FTE (In-Kind Match) Homeless Section Manager – Subject Matter Expert

**C.2.1.3.** 0.50 FTE Director of Pinellas Safe Harbor Intensive Case Management (PSH ICM) Team – Program Director

**C.2.1.4.** 0.50 FTE Peer Specialist

**C.2.1.5.** 1.00 FTE Intensive Case Manager

**C.2.1.6.** 1.00 FTE Licensed Mental Health Counselor or Equivalent Position

### C.2.2. Professional Qualifications

The Provider shall ensure all 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

The Provider may subcontract for the services to fulfill the requirements of this Contract.

### C.2.4. Technical Assistance Requirements

As defined in **A.1.2.2.**, the 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 Contract Programs. To collaborate with the TAC the Provider shall:

**C.2.4.1.** Provide primary contact information for the Provider and each of its subcontracted partners to the TAC within 10 business days after execution of this Contract;

**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 Providers under the CJMHSA Program; 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.3. RECORDS AND DOCUMENTATION

Unless otherwise specified, all correspondence, reports, records, and documentation shall be maintained and provided to the Department electronically.

### C.3.1. Reports (programmatic and to support payment)

In addition to the invoice required by **Exhibit F**, the Provider shall submit the following reports as specified in **Table 1**.

Table 1 – Reporting Schedule		
Report Type	Report Due Date(s)	Report Recipient
Program Status Report	15th day of the month following the quarter of program services.	Contract Manager specified in <b>1.3.4.</b>
Expenditure Report		
Final Program Status Report	15th day of the month following the quarter of program services for Program Year and 45 days after contract expiration for final report.	
Final Expenditure Report		

**C.3.1.1. Program Status Report**

A quarterly summary of the activities conducted during the previous three months of service delivery, as detailed in **C.1.** The final report for the Program year shall be submitted as an annual report of activities conducted during the Program year.

**C.3.1.2. Expenditure Report**

A quarterly report documenting the expenditure of funds provided by this Contract, using a customized template to be provided by the Department.

**C.4. ADDITIONAL REPORTING REQUIREMENTS**

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

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**EXHIBIT D – DELIVERABLES****D.1. SERVICE UNITS**

A service unit is one quarter, three calendar months of bundled Program services specified in **C.1.** provided to the minimum number of individuals specified in **D.2.**

**D.2. SERVICE TARGETS AND DELIVERABLES**

The Provider must achieve the Minimum Acceptable Performance per Service Unit and substantially achieve the Annual Target Number as specified in **Table 2.**

<b>Table 2 – Service Targets</b>					
<b>Contract Term</b>		<b>Program Year 1</b>	<b>Program Year 2</b>	<b>Program Year 3</b>	<b>Program Lifetime</b>
<b>February 01, 2025 – January 31, 2028</b>		02/01/25-01/31/26	02/01/26 – 01/31/27	02/01/27 – 01/31/28	<b>02/01/25 – 01/31/28</b>
<b>Target Population</b>					
<b>Individuals Screened</b>	Annual Target Number	50	50	50	<b>150</b>
	Minimum Acceptable Performance per Service Unit	10	10	10	<b>120</b>
<b>Target Population – Subset Population</b> Intensive Clinical and Support Services					
<b>Individuals Screened</b>	Annual Target Number	30	30	30	<b>90</b>
	Minimum Acceptable Performance per Service Unit	6	6	6	<b>72</b>

**D.3. DELIVERABLES**

In addition to performance under D.2., the Provider shall document that performance through submission of quarterly and annual data in the Quarterly Program Status Report specified in **C.3.1.1**

**D.4. PERFORMANCE MEASURES FOR ACCEPTANCE OF DELIVERABLES**

**D.4.1.** During each program year, the Provider shall meet the Minimal Acceptable Performance per Service Unit each quarter, with the exception of the first quarter of Program Year One.

**D.4.1.1.** 20% of the program year targets by the end of the first quarter;

**D.4.1.2.** 40% of the program year targets by the end of the second quarter;

**D.4.1.3.** 60% of the program year targets by the end of the third quarter; and

**D.4.1.4.** 80% of the program year targets by the end of the fourth quarter.

**D.4.2.** In the event the Provider fails to achieve the measures in **Exhibits D** or **E**, the Department shall apply the provisions of **F.3**.

**EXHIBIT E – MINIMUM PERFORMANCE MEASURES****E.1. MINIMUM PERFORMANCE MEASURES**

The following minimum qualitative performance measures are established pursuant to **2.4.** and shall be maintained during the term of this Contract:

**E.1.1.** A maximum of 25% of Program participants will be arrested or rearrested while receiving services.

**E.1.2.** A minimum of 90% of Program participants will be assisted in applying for Social Security or other benefits for which they may be eligible but were not receiving at Program admission.

**E.1.3.** A minimum of 25% of Program participants shall be diverted from admission to a State Mental Health Treatment Facility.

**E.1.4.** A minimum of 80% of Program participants will complete Program Services.

**E.1.5.** A maximum of 50% Program participants will be arrested or rearrested within 180 days following Program discharge.

**E.1.6.** A minimum of 75% of Program participants not residing in stable housing at Program admission will report living in stable housing within 180 days following Program discharge.

**E.2. PERFORMANCE EVALUATION METHODOLOGY**

The Department will monitor the Provider's performance in achieving the standards in E.1. according to the following methodology:

**E.2.1.** For the measure in **E.1.1.**,

Total number of Program participant arrests or rearrests while receiving services	$\leq$	<b>25%</b>
Total number of Program participants		

**E.2.2.** For the measure in **E.1.2.**,

Total number of Program participants assisted in applying for Social Security or other benefits	$\geq$	<b>90%</b>
Total number of Program participants		

**E.2.3.** For the measure in **E.1.3.**,

Total number of Program participants diverted from a State Mental Health Treatment Facility.	$\geq$	<b>25%</b>
Total number of Program participants		

**E.2.4.** For the measure in **E.1.4.**,

Total number of Program participants that complete Program services	$\geq$	<b>80%</b>
Total number of Program participants		

For the measure in Section **E.1.5.**,

Total number of Program participants not arrested or rearrested within 180 days following Program discharge.	$\leq$	<b>50%</b>
Total number of Program participants		

**E.2.5.** For the measure in Section **E.1.6.**,

Total number of Program participants who reside in a stable housing environment within 180 days following Program discharge.	$\geq$	<b>75%</b>
Total number of Program participants		

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**EXHIBIT F – METHOD OF PAYMENT****F.1. MINIMUM FINANCIAL SPECIFICATIONS**

This is a fixed price (fixed fee) Contract. The Department will pay the Provider for the delivery of service units provided in accordance with the terms and conditions of this Contract, subject to the availability of funds, as specified in **Table 3**.

<b>Table 3. Schedule of Payments</b>		
<b>Month of Services</b>	<b>Invoice Due Date</b>	<b>Fixed Payment Amount</b>
02/01/25 – 04/30/25	05/15/25	\$100,000
05/01/25 – 07/31/25	08/15/25	\$100,000
08/01/25 – 10/31/25	11/15/25	\$100,000
11/01/25 – 01/31/26	02/15/26	\$100,000
<b>Program Year 1 Total:</b>		<b>\$400,000</b>
02/01/26 – 04/30/26	05/15/26	\$100,000
05/01/26 – 07/31/26	08/15/26	\$100,000
08/01/26 – 10/31/26	11/15/26	\$100,000
11/01/26 – 01/31/27	02/15/27	\$100,000
<b>Program Year 2 Total:</b>		<b>\$400,000</b>
02/01/27 – 04/30/27	05/15/27	\$100,000
05/01/27 – 07/31/27	08/15/27	\$100,000
08/01/27 – 10/31/27	11/15/27	\$100,000
11/01/27 – 01/31/28	02/15/28	\$100,000
<b>Program Year 3 Total:</b>		<b>\$400,000</b>
<b>Total Program Amount:</b>		<b>\$1,200,000</b>

**F.2. REQUIREMENTS**

**F.2.1.** The Provider shall request payment 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 service period, unless otherwise approved by the Department. The Provider shall submit the Program Status Report specified in **C.3.1.1.** as supporting documentation for each invoice.

**F.2.2.** The Provider shall submit a Final Invoice and the Final Expenditure Report for payment no later than 45 days after the expiration of this Contract or after this Contract 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 Contract may be withheld until the Final Program Status Report and Final Expenditure Report are submitted and have been approved by the Department.

**F.2.3.** The Department will approve the Final Invoice payment in an amount not to exceed the Provider's actual direct costs attested to in the Final Expenditure Report.

**F.2.3.1.** In the event the Final Invoice amount requested exceeds the Final Expenditure Report amount, the Department shall reduce the approved payment to reconcile to the Final Expenditure Report amount.

**F.2.3.2.** In the event the Final Invoice reduction is insufficient to reconcile total payment under this Contract to the actual direct costs attested to in the Final Expenditure Report, the Department shall

withhold payment for the Final Invoice and shall request prompt return of the overpayment balance pursuant to **3.5**.

**F.3. FINANCIAL CONSEQUENCES**

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

**F.3.1.** If the Provider does not meet minimum performance measures for the acceptance of deliverables specified in **Exhibits D and E**, the Department will reduce the payment due for that invoice period by one percent for each missed measure up to five percent of the invoice amount.

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## EXHIBIT F1

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES SUBSTANCE ABUSE AND MENTAL HEALTH					
INVOICE PAYMENT REQUEST					
Provider Name:				Grant/Contract #:	
Address:				Invoice #:	
Service Period:		From:		To:	
				Federal ID #:	
Service Unit Description		# of Units	Rate	Amount Requested	
TOTAL:					
CERTIFICATION & APPROVAL					
<i>I certify the above to be accurate and in agreement with this agency's records and with the terms of this Contract 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 Contract.</i>					
Authorized Name (Print):			Title:		
Authorized Name (Signature):			Date Submitted:		
DCF CONTRACT MANAGER USE ONLY					
Date Invoice Received:					
Date Goods & Services Received:					
Date Goods & Services Approved:					
Contract Manager Name:					
Contract Manager Signature:					
Financial Consequences Applied:		Reduction Amount:			
Yes: <input type="checkbox"/> No: <input type="checkbox"/>		Description of Consequences:			
Org Code	BE	CAT	EO	OCA	Amount Approved for Payment

## ATTACHMENT 1

### FINANCIAL COMPLIANCE

The administration of resources awarded by the Department to the Provider may be subject to audits as described in this Attachment.

#### **1. MONITORING**

**1.1.** In addition to reviews of audits conducted in accordance with 2 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. Monitoring or oversight reviews include 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 Provider shall comply and cooperate with any monitoring or oversight reviews deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Provider is appropriate, the Provider shall comply with any additional instructions provided by the Department regarding such audit. The Provider shall 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.

#### **2. AUDITS**

##### **2.1. Part I: Federal Requirements**

**2.1.1.** This part is applicable if the Provider is a state or local government, or a nonprofit organization as defined in 2 CFR §§200.500-200.521.

**2.1.2.** In the event the Provider expends \$750,000 (\$1,000,000 for fiscal years beginning on or after October 1, 2024) or more in federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§200.500-200.521. The Provider shall provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the Provider expends less than \$750,000 (\$1,000,000 for fiscal years beginning on or after October 1, 2024) in federal awards during its fiscal year, the Provider shall provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. If the Provider elects to have an audit that is not required by these provisions, the cost of the audit must be paid from non-federal resources. In determining the federal awards expended during its fiscal year, the Provider 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 shall be in accordance with guidelines established by 2 CFR §§200.500-200.521. An audit of the Provider 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 Provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

**2.1.3.** The audit's schedule of expenditures shall disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The audit's financial statements shall 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.

##### **2.2. Part II: State Requirements**

**2.2.1.** This part is applicable if the Provider is a non-state entity as defined by §215.97(2), F.S.

**2.2.2.** In the event the Provider expends \$750,000 or more in state financial assistance during its fiscal year, the Provider must have a state single or project-specific audit conducted in accordance with §215.97, F.S.; 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 Provider shall provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the Provider expends less than \$750,000 in state financial assistance during its fiscal year, the Provider shall provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. If the Provider elects to have an audit that is not required by these provisions, the cost of the audit must be paid from non-state resources. In determining the state financial assistance expended during its fiscal year, the Provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

**2.2.3.** In connection with the audit requirements addressed in the preceding paragraph, the Provider shall ensure that the audit complies with the requirements of §215.97(8), F.S. This includes submission of a financial reporting package as defined by §215.97(2), F.S., and Chapters 10.550 or 10.650, Rules of the Auditor General.

**2.2.4.** The audit's schedule of expenditures shall disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The audit's financial statements shall 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.

### **2.3. Part III: Report Submission**

**2.3.1.** Audit reporting packages (including management letters, if issued) required pursuant to this agreement shall be submitted to the Department within 30 (federal) or 45 (state) days of the Provider's receipt of the audit report or within nine months after the end of the Provider's audit period, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

**2.3.1.1.** The Contract Manager.

**2.3.1.2.** Department of Children & Families, Office of the Inspector General, Single Audit Unit  
[HQW.IG.Single.Audit@myflfamilies.com](mailto:HQW.IG.Single.Audit@myflfamilies.com).

**2.3.1.3.** Reporting packages required by **Part I** of this attachment shall be submitted, when required by 2 CFR §200.512 (d), by or on behalf of the Provider directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System, located at: <https://www.fac.gov/>, and other federal agencies and pass-through entities in accordance with 2 CFR §200.512.

**2.3.1.4.** Reporting packages required by **Part II** of this agreement shall be submitted by or on behalf of the Provider directly to the state Auditor General (one paper copy and one electronic copy) at:

Auditor General  
 Local Government Audits/251  
 Claude Pepper Building, Room 401  
 111 West Madison Street  
 Tallahassee, Florida 32399-1450  
[flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us).

The Auditor General's website (<https://flauditor.gov>) provides instructions for filing an electronic copy of a financial reporting package.

**2.3.2.** When submitting reporting 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, the Provider shall include correspondence from the auditor indicating the date the audit report package was delivered to the Provider. 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.

**2.3.3.** Certifications that audits were not required shall be submitted within 90 days of the end of the Provider's audit period.

**2.3.4.** Any other reports and information required to be submitted to the Department pursuant to this attachment shall be done so timely.

#### **2.4. Record Retention**

The Provider 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 Provider 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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