

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

Contract Number: LH874

ALN Number(s):

CSFA Number(s): 60.153

Services: ☒ Client ☐ Non-ClientType: ☒ Subrecipient ☐ ContractorFunds: ☐ Federal ☒ State

**THIS CONTRACT** is entered into between the State of Florida, **Department of Children and Families, (Department)** and **Fourth Judicial Court of Florida, (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 to support the Department's implementation and evaluation of the Opioid Settlement funding, opioid abatement strategies, and evidence based projects by providing comprehensive and tailored interventions to improve outcomes for participants and reduce recidivism, as further identified in this Contract, with payment as provided in **Section 3**, in an amount not to exceed **\$517,800.00** (Contract Amount).

**1.2. Effective and End Date**

This Contract shall be effective **December 1, 2024** or the last party signature date, whichever is later (Effective Date). The service performance period under this Contract shall commence on **December 1, 2024** or the Effective Date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **November 30, 2027** (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: Eve Janocko, Trial Court  
Administrator

Address: 501 W. Adams Street, Room 6174

City: Jacksonville

State: Florida Zip: 32202

Phone: (904) 255-1002 Ext.: \_\_\_\_\_

E-mail: ejanocko@coj.net

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

Name: Carol Carver

Address: 501 West Adams Street, Suite 6197

City: Jacksonville

State: Florida Zip: 32202

Phone: (904) 255-2399 Ext.: \_\_\_\_\_

E-mail: WCarol@coj.net

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

Name: Stacy Peterson

Address: 501 W. Adams Street, Suite 2311

City: Jacksonville

State: Florida Zip: 32202

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

Name: Cheryl Beasley

Address: 2415 North Monroe Street Suite 400

City: Tallahassee

State: Florida Zip: 32303

Phone:	(904) 255-1032	Ext.:		Phone:	(850) 717-4644	Ext.:	
E-mail:	stacyo@coj.net			E-mail:	Cheryl.Beasley@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.

**FOURTH JUDICIAL CIRCUIT OF FLORIDA**

**FLORIDA DEPARTMENT OF CHILDREN  
AND FAMILIES**

**Signature:** Eve Janocko  
**Name:** Eve Janocko  
**Title:** Trial Court Administrator  
**Date:** 12/23/2024 | 7:14 AM EST

**Signature:** Shevaun L. Harris  
**Name:** Shevaun L. Harris  
**Title:** Secretary  
**Date:** 12/23/2024 | 9:05 AM EST

**Federal Employer Identification Number (FEIN) or Social Security Number (SSN):** 59-6000553  
**Provider Fiscal Year Ending Date:** 06/30

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

**A.1.1.1. Managing Entity (ME)**

As defined in §394.9082(2)(e), F.S., 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.1.1.2. Opioid Settlement**

The legal resolution of claims filed by states, patients, and local governments against opioid manufactures, distributors, and prescribers for their role in the opioid epidemic. The settlement aims to provide support to the communities and individuals harmed by opioid abuse.

**A.2. STATEMENT OF WORK**

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

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

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

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

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

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

**A.5.1.** In addition to the requirements in 5.1. of this Contract:

**A.5.1.1.** The Provider shall protect and ensure that all Subcontractors protect confidential records from disclosure and protect confidentiality of individuals served in accordance with federal and state law, including but not limited to, §397.501(7), §394.455(3), §394.4615, §414.295, F.S., 42 CFR 2, and 45 CFR Part 164.

**A.5.1.2.** The Provider shall assume all financial responsibility for record requests of the Department or of the public, record storage and retrieval costs.

**A.5.1.3.** Clinical records shall be kept secure from unauthorized access and maintained in accordance with 42 Code of Federal Regulations, Part 2 and §397.501(7), F.S. Providers shall have record management procedures regarding content, organization, access, and use of records. Clinical records shall be retained for a minimum of seven years in accordance with 65D-30.0041(2), F.A.C.

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

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

**A.7. OTHER TERMS**

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

**A.8. FEDERAL FUNDS APPLICABILITY**

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

**A.9. CLIENT SERVICES APPLICABILITY**

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

**A.10. PROPERTY**

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

**A.11. AMENDMENT IMPACT**

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

## **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, which affect the subject areas of this 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**

This Contract is for the expansion of a Court Diversion Program (CDP) in Clay County. The Provider's CDP shall be designed to administer evidence-based CDP services in judicial circuits throughout Florida using best and/or promising practices to divert individuals who use opioids and/or have an Opioid Use Disorder (OUD) diagnosis from incarceration by connecting program participants to a range of recovery support services, community-based treatment for opioid use including Medication Assisted Treatment (MAT), and OUD with co-occurring Substance Use Disorder (SUD) and/or Mental Health (MH) services.

**B.2. MAJOR CONTRACT GOALS**

The major goals of this Contract are to:

- B.2.1.** Implement a CDP that is specific to the individuals served with defined resources aligned to meet the needs of the target population to be served.
- B.2.2.** Reduce substance use, mental instability, and related criminal activity.
- B.2.3.** Provide intensive supervision and case management to ensure participants comply with individual treatment and ancillary service needs.
- B.2.4.** Ensure the provision of treatment services throughout the continuum of care through contracted clinical services providers inclusive of medical physicians, psychiatrists, licensed clinicians, certified counselors, certified peers, and registered interns.
- B.2.5.** Provide participants with essential services such as treatment, medication, basic needs, and living skills that can address the underlying causes of criminal behavior.
- B.2.6.** Enhance community safety.
- B.2.7.** Reduce reliance on incarceration.
- B.2.8.** Hold participants accountable for their choices/actions.
- B.2.9.** Integrate substance abuse and mental health treatment with criminal justice case processing.
- B.2.10.** Reduce the impact of drug and mental health disorder related cases on criminal justice resources.
- B.2.11.** Provide an array of intensive mental health services to seriously mentally ill adults to lessen or eliminate the debilitating symptoms of mental illness that the individual experiences, prevent recurrent acute episodes of the illness, promote recovery, reduce hospitalization, increase days in the community, and improve interactions in adult social and employment roles and responsibilities.
- B.2.12.** Reward positive life changes and milestone accomplishments while maintaining accountability for negative conduct and lack of progress.
- B.2.13.** Conduct periodic reviews of program policies and practices to ensure continued fidelity to the model and adherence to best practices.
- B.2.14.** Provide resources and support to assist the participant with the skills necessary for the maintenance of sobriety/stability.
- B.2.15.** Reduce recidivism and relapse rates.

**B.3. SERVICE AREA/LOCATIONS/TIMES****B.3.1. Service Delivery Area**

Services will be provided in Clay County, except when therapeutic considerations indicate that treatment in another Florida county would be more appropriate or timely.

**B.3.2. Service Delivery Locations/Days/Times**

**B.3.2.1.** The Provider shall ensure that Provider staff are available to conduct ongoing management and oversight of Court Diversion services, including administrative, clerical, and supervisory functions, at a minimum, between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Eastern Standard Time, except for State-recognized holidays at address(es) within the Service Delivery Areas specified in **B.3.1.** The Provider shall notify the Department's Contract Manager, in writing, of the address(es) of service delivery within 10 calendar days of execution of this Contract.

**B.3.2.2.** The Provider shall notify the Department's Contract Manager, in writing, at least 10 calendar days prior to any changes in days and times where services are being provided.

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

**B.4.1.** In accordance with §948.08(2) and §948.08(6)(b)1.-4., F.S., an individual (defendant) is eligible for voluntary admission into a pretrial CDP, including a treatment-based drug court program based on the clinical needs of the individual, if he or she:

**B.4.1.1.** Meets criteria for a diagnosis of OUD as categorized in the Diagnostic and Statistical Manual of Mental Disorders, 5th Edition (DSM-5).

**B.4.1.2.** Is identified as having OUD or OUD with co-occurring SUD/MH conditions and is amenable to treatment.

**B.4.1.3.** Is charged with a nonviolent felony.

**B.4.1.4.** Is not also charged with a crime involving violence, including, but not limited to, murder, sexual battery, robbery, carjacking, home-invasion robbery, or any other crime involving violence.

**B.4.1.5.** Has two or fewer felony convictions, provided that the prior convictions are for nonviolent felonies.

**B.4.1.6.** Is a first-time offender or person previously convicted of not more than one nonviolent misdemeanor.

**B.5. CLIENT DETERMINATION**

**B.5.1.** All potential CDP participants shall be screened using a valid assessment tool that includes evaluation of the individual's needs related to opioid withdrawal management, eligibility for opioid MAT, other medical conditions, mental health needs, motivation, relapse risk, and living environment.

**B.5.2.** Provider staff who provide screening shall have experience in assessment, OUD diagnosis, and OUD treatment issues. Screening and assessments shall be conducted by opioid abuse treatment professionals who have specialized education and training in these areas. The initial assessment may be performed by a trained social worker, psychologist, certified addiction counselor, or other clinically credentialed professional.

**B.5.3.** The initial screening shall determine whether the participant is currently using opioids and/or has an OUD diagnosis and is at risk for serious repercussions from this disorder, such as opioid withdrawal, overdose, treatment dropout, or nonresponse to treatment without MAT.

**B.5.4.** In the event of a dispute, the Department, in accordance with state law, will make the final and binding determination for all parties.



**B.6. EQUIPMENT**

**B.6.1.** The Provider shall supply all equipment necessary to perform under, conduct and complete the services being provided under this Contract including, computers, telephones, copier(s), and fax machine(s) (including supplies and maintenance), as well as needed office supplies.

**B.7. CONTRACT LIMITS**

**B.7.1.** The Provider shall ensure that funds provided pursuant to this Contract will not be used to serve persons outside the target population(s) specified in **B.4.** of this Contract.

**B.7.2.** Services shall only be provided within the service area outlined in **B.3.1.** through **B.3.2.**

**B.7.3.** All costs associated with performance of the tasks contemplated by this Contract shall be both reasonable and necessary and in compliance with the cost principles pursuant to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - Subpart E, 45 CFR Part 75 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards - Subpart E, and The Reference Guide for State Expenditures.

**B.7.4.** The Provider shall be a non-profit organization, local government entity, or a community-based organization such as a behavioral health service provider, court system, or law enforcement agency with the capacity to provide required services to the target population.

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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**

The following tasks shall be completed for each fiscal year of this Contract, unless otherwise noted.

**C.1.1. System of Care Development and Maintenance**

**C.1.1.1.** The Provider shall ensure that Evidence-Based Programs (EBPs) are accessible to individuals and that its policies and procedures promote integration of these EBPs with the Department's Managing Entities (MEs) and community-based providers. A list of EBPs used by ME Provider networks can be found on the Department's website at <https://www.myflfamilies.com/services/samh/publications>. The Provider must coordinate CDP services that are funded through this Contract with other services to promote continuity of care and successful recovery outcomes for individuals completing the program.

**C.1.1.2.** The Provider shall implement a continuous, comprehensive, integrated CDP offering services for individuals with an OUD diagnosis or OUD with co-occurring SUD/MH conditions and includes the use of assessment tools to identify individuals meeting the eligibility criteria listed in **B.4.** through **B.5.** of this Contract.

**C.1.2. Screening**

The Provider shall systematically screen all individuals upon intake (through pre-arrest referral, pre-bookings, post-arrest, post-adjudicatory drug court program) using evidence-based screening and risk assessment tools for OUD or OUD with co-occurring SUD/MH conditions to determine an individual's eligibility for participation in CDP services, allow individuals to consent to OUD treatment immediately, and connect them to an OUD treatment program or provider that prescribes opioid MAT needed.

**C.1.2.1.** The Provider shall use screening and assessment instruments that are well validated and reliable, with demonstrated properties in both justice and non-justice settings.

**C.1.2.2.** Screening shall determine whether the individual currently uses opioids and/or has an OUD diagnosis and is at risk for serious repercussions from this disorder, such as overdose, treatment dropout, or nonresponse to treatment without opioid MAT treatment.

**C.1.2.3.** Participants screening positive for opioids shall be referred as soon as possible to a qualified medical practitioner for a comprehensive medical evaluation and determination of their suitability for opioid MAT.

**C.1.2.4.** The Provider shall not only screen for OUD but shall also include screening for OUD with co-occurring SUD/mental health disorders, and social determinants of health. This shall include but is not limited to client's history with mental health counseling, psychiatric and other medications, and past trauma.

**C.1.2.5.** The Provider shall obtain a voluntary, written, and signed program-specific statement of fully informed consent from the individual at admission.

**C.1.2.6.** The written consent form shall include a description of information that will be shared, names of staff who will receive this information, and under what circumstances information will be shared.

**C.1.2.7.** The Provider shall provide details of key aspects of drug court diversion services at the time of the initial screening interview and these services shall include but not be limited to the duration of the program; the need for immediate opioid withdrawal/detoxification services; eligibility for OUD MAT (as applicable); the possibility of involvement in residential treatment; frequency of required treatment activities; specific hours that treatment services are offered; location of treatment facilities; mandatory

drug testing requirements; the consequences of noncompliance, nonparticipation, and unsuccessful termination.

**C.1.2.8.** The Provider shall provide details of consequences of prior substance abuse and criminal justice involvement, individual recovery goals, and commitment to treatment.

**C.1.2.9.** The Provider shall develop and implement policies and protocols for specific sub-populations, as applicable, including women and individuals with OUD and OUD with co-occurring mental and physical health disorders.

**C.1.2.10.** The Provider shall consider additional screening and assessment criteria including but not limited to a history of physical and sexual abuse, relationships characterized by unhealthy dependencies, poor communication skills, depression, post-traumatic stress disorder, and responsibility for minor children.

### **C.1.3. Individualized Treatment Plan Services**

The Provider shall develop a written description of the services and requirements (i.e., treatment plan) for each individual participating in the CDP.

**C.1.3.1.** The Provider shall develop an individualized appropriate harm reduction, opioid treatment, and/or recovery interventions and treatment plans for each participating individual.

**C.1.3.2.** The Provider shall use information obtained while screening or evaluating eligible participants to assess each individual's suitability for treatment services. Information shall also be used to inform or adjust the treatment plan and other conditions such as random drug testing or other monitoring procedures or indicated complementary counseling services.

**C.1.3.3.** The Provider shall provide linkages to recovery support services (e.g., recovery housing, peer support services, childcare, supported employment, skills training and development, and transportation services) that provide emotional and practical support to maintain client/participant remission.

**C.1.3.4.** The Provider shall provide comprehensive case management plans that directly address risks for recidivism, as determined by validated risk assessments, and include delivery or facilitation of services to appropriate clients, including substance use and cognitive behavioral interventions, to address needs and reduce those risks.

**C.1.3.5.** The treatment plan shall include goals and related measurable behavioral objectives to be achieved by the individual, the tasks involved in achieving those objectives, the type and frequency of services to be provided, and the expected dates of completion.

**C.1.3.6.** CDP participants shall be periodically re-assessed by both court and Provider personnel to ensure that treatment services and individuals are suitably matched.

**C.1.3.7.** Through ongoing assessment, the Provider shall monitor an individual's progress to amend the treatment plan as necessary, and to identify relapse cues.

**C.1.3.8.** At least monthly, during treatment plan review, the Provider shall assess the individual's progress towards achieving plan goals and objectives and adjust expected program completion dates as needed.

**C.1.3.9.** A record of all such referrals for recovery support services shall be maintained in the treatment plan record/file, including whether or not a linkage occurred or documentation of efforts to confirm a linkage when confirmation was not received.

**C.1.4. Program Compliance**

The Provider shall develop and implement a participant compliance monitoring plan that includes mandatory drug and alcohol testing protocols to provide accurate, timely, and comprehensive assessment of unauthorized substance use throughout participants' enrollment in the CDPs.

**C.1.4.1.** The Provider shall conduct random drug testing in conjunction with participant self-report for assessing opioid, substance, and alcohol use.

**C.1.4.2.** The Provider shall tailor the choice of test and frequency to the clinical needs of the participant and avoid unnecessarily frequent or expansive testing, which is wasteful.

**C.1.4.3.** The Provider shall conduct definitive testing when the results will influence clinical or drug court decision-making.

**C.1.4.4.** The Provider shall develop and implement policies and procedures to report serious infractions of program rules, such as violating curfew, violating person or place restrictions, diverting medications for illicit use, or committing a new criminal offense to appropriate state court system personnel.

**C.1.4.5.** Participant expulsion criteria shall include but not be limited to consistent failure to abide by program guidelines, threats of violence toward any team member or participant, or an outright refusal to participate in the program are grounds for expulsion.

**C.1.5. Overdose Education and Prevention**

The Provider shall develop and implement an Overdose Prevention Plan. The Provider shall submit to the Department for approval the Overdose Prevention Plan within 60 days of execution of this Contract before implementation. All Provider staff working directly with program participants must have a working knowledge of the Overdose Prevention Plan. The Overdose Prevention Plans shall include:

**C.1.5.1.** Education about the risks of overdose, including having a lower tolerance for opioids if the individual is participating in an abstinence-based treatment program or is being released from a county jail and discharged from a MAT program.

**C.1.5.2.** Information about naloxone, including how to use, where it is available, and how to request it.

**C.1.5.3.** Providers who maintain an emergency overdose prevention kit must develop and implement a plan to train staff working directly with program participants in the prescribed use and the availability of the kit for use during all program hours of operation.

**C.1.5.4.** The Provider shall share overdose prevention information with individuals upon induction to the CDP and upon their treatment plan.

**C.1.5.5.** The Provider shall develop collaborative strategies with community partners including, but not limited to, advocacy groups, the court system, state treatment facilities, Department of Juvenile Justice, Department of Corrections, Agency for Health Care Administration, Community-Based Care lead agencies, local law enforcement, local school boards, and public/private universities.

**C.1.5.6.** The Provider shall utilize diverse community partner groups and enhance collaboration among key stakeholders, such as law enforcement agencies, judicial authorities, behavioral health providers, opioid treatment programs, and community-based organizations to support care coordination.

**C.1.5.7.** The Provider shall establish procedures to provide referrals for traditional opioid treatment services, OUD MAT services, and recovery support services including but not limited to certified peer support specialists, peer recovery coaching, employment assistance, childcare, counseling, overdose prevention classes, and housing support. Service referrals shall be intended to increase an individual's likelihood of engaging in treatment and long-term recovery.

**C.1.5.8.** The Provider shall provide case management services, including but not limited to, planning, arranging for, or providing referrals for coordination of OUD and OUD with co-occurring SUD/MH conditions treatment services and recovery support services included in the client's treatment plan, coordinating with service providers, linking the service system to the client, monitoring service delivery, and evaluating client outcomes to ensure the client is receiving the appropriate services and completing their drug court diversion treatment program.

**C.1.6. Care Coordination Plan**

Within 60 days of execution, the Provider shall submit a Care Coordination Plan for Department approval prior to implementation. The Provider shall update this plan annually as required by **Exhibit C1**. The plan shall, at minimum, address the following areas:

**C.1.6.1.** Promote increased planning, use, and delivery of additional support services to individuals, including those with co-occurring substance abuse and mental health disorders.

**C.1.6.2.** Promote access to clinically appropriate recovery support and primary care services through the use of referral and case management tools designed to identify an appropriate level and intensity of care for an individual.

**C.1.6.3.** Promote network-wide coordination for CDP participants receiving OUD and OUD with co-occurring SUD/MH treatment services, recovery support services, and/or primary care services in a community-based setting.

**C.1.6.4.** Include a methodology to ensure that people are served at the clinically indicated least restrictive level of care and are diverted from higher levels of care when appropriate.

**C.1.6.5.** Monitor and implement system changes to promote effectiveness.

**C.1.6.6.** In accordance with 42 CFR 8.12(c)(2), the Provider shall ensure that all Provider personnel working directly or indirectly with clients enrolled in the Provider's CDP and/or providing MAT services maintain a current Diversion Control Plan (DCP) that includes specific measures to reduce the possibility of diversion of controlled substances from legitimate treatment use and that assigns specific responsibility to the medical and administrative staff of the Provider for carrying out the diversion control measures and functions described in the DCP.

**C.1.7. Utilization Management**

**C.1.7.1.** The Provider shall implement a Utilization Management Plan developed by the Provider and approved by the Department. The Utilization Management Plan shall outline the implementation of managerial and supervisory strategies, and methods and tools to ensure effective, efficient, and timely service provision and review. The Utilization Management Plan shall be submitted to the DCF Contract Manager within 60 days of Contract execution.

**C.1.8. Provider Staff Management**

**C.1.8.1.** The Provider shall manage staff, at a minimum, through the following means:

**C.1.8.2.** Enforcement and monitoring of services access standards and management of the CDP services.

**C.1.8.3.** Provider staff performance monitoring/ accountability.

**C.1.8.4.** Provider staff background screening verification.

**C.1.8.5.** Onsite operational annual audits; and

**C.1.8.6.** Evaluation and verification of all new staff education, training, certifications, and licensing prior to service delivery.

**C.1.8.7.** The Provider shall implement a Staff Management Plan (SMP) developed by the Provider and approved by the Department, which is to be maintained in the Contract Manager's file and is incorporated herein by reference. This plan shall fully describe processes to effectively manage and monitor both administrative and programmatic functions. The plan shall include the process by which accountability for performance and quality of services from staff will be ensured, how duties will be implemented, and efficiencies to be implemented. The plan, at a minimum, shall also include the Provider's monitoring process of the elements specified above. The Staff Management Plan shall be submitted to the Department's Contract Manager within 60 days of Contract execution.

**C.1.8.8.** The Provider shall ensure that implementation of the Staff Management Plan utilizes the results of administrative and programmatic compliance monitoring, quality improvement reviews, and achievement of performance measures to continuously improve the quality of services provided. The Provider shall systematically inform the Department of its own client satisfaction surveys to assess Provider relations.

**C.1.8.9.** The Provider shall maintain staff to ensure that appropriate OUD and OUD with co-occurring SUD/MH conditions treatment services, based on the needs of the individuals served, will be provided.

**C.1.8.10.** The Provider shall ensure that all Provider staff have the appropriate credentials necessary to render the services being provided.

**C.1.8.11.** The Provider shall notify the Department within 48 hours of conditions related to Provider staff performance that may interrupt the continuity of service delivery or involve media coverage.

**C.1.8.12.** The Provider shall develop Operating Procedures in accordance with 65D-30.004(1). The Provider shall demonstrate organizational capability required by §397.403(1), F.S., through a written, indexed system of policies and procedures that are descriptive of services, and the population served. All staff shall have a working knowledge of the operating procedures. Provider Operating Procedures shall be submitted to the Department for approval within 60 days of this Contract execution.

**C.1.8.13.** The Provider shall develop Personnel Policies that clearly address recruitment and selection of prospective employees, promotion and termination of staff, code of ethical conduct, sexual harassment, confidentiality of individual records, attendance and leave, employee grievance, non-discrimination, abuse reporting procedures, and the orientation of staff to the agency's universal infection control procedures. The code of ethical conduct shall prohibit employees from engaging in sexual activity with individuals receiving services for a minimum of two years after the last professional contact with the individual. Providers shall also have a drug-free workplace policy for Provider staff. Provider Personnel Policies shall be submitted to the Department for approval within 60 days of this Contract execution.

**C.1.8.14.** Personnel files shall be maintained for each staff person. The file shall contain an individualized annual training plan; documentation of training, which includes a record of attendance; the qualifications of the educators; outlines of the content; description of the teaching methods employed; and performance evaluations as well as employment application data, date of employment, updated licensing and credentialing information, detailed job descriptions, and other employment and credentialing data deemed appropriate.

**C.1.8.15.** The Provider shall have a fully functioning fraud and abuse prevention protocol to prevent fraud and abuse of funds covered under this Contract. The protocol shall comply with all state and federal requirements applicable to the State of Florida Opioid Settlement Agreement funds covered through this Contract.

**C.1.8.16.** The Provider shall submit to the Department for approval, a Fraud and Abuse Prevention Plan within 60 days of Contract execution. The Fraud and Abuse Prevention Plan shall provide details of the following functions:

**C.1.8.17.** Establish and maintain a fraud investigative protocol to investigate possible acts of fraud, abuse, or overpayment.

**C.1.8.18.** Policies and procedures designed to prevent and detect potential or suspected fraud and abuse in the administration and delivery of services under this Contract.

**C.1.8.19.** Policies and procedures that demonstrate how the Provider will take corrective action with the Provider staff that is in direct violation of contract provisions between the Provider staff and the Provider and report this action to the Department. The Provider will refer suspected fraud and abuse to the Department's Substance Abuse and Mental Health Program Office.

**C.1.8.20.** Incorporate in its policies and procedures a description of the specific controls that will prevent or detect fraud and abuse such as claims edits or audits, Provider staff profiling to determine patterns of claims submission, credentialing, and re-credentialing to ensure appropriate level of clinical practitioner by service.

**C.1.8.21.** Incorporate in its policies and procedures a description of the investigative and follow-up process to assure that the Provider will cooperate fully with any Department or other entity investigation.

**C.1.8.22.** Any identified fraud or abuse must be immediately reported to the Department's Substance Abuse and Mental Health Program Office upon discovery and shall also be included in the Quarterly Progress Report.

#### **C.1.9. Policy and Procedure Development**

**C.1.9.1.** The Provider shall maintain a Continuous Quality Improvement (CQI) program in accordance with §397.403, F.S. and shall include use of outcomes for individuals served, stakeholder satisfaction data, complaint tracking and resolution, as well as the level of staff commitment for this function. This program shall follow a systems approach to reporting, analyzing, and tracking critical incidents related to individuals served, community stakeholders, employees, and family and consumer groups.

**C.1.9.2.** Within 60 days after Contract execution, the Provider shall submit a CQI Plan to the Department for approval. Once approved, the CQI Plan shall be immediately implemented by the Provider. A copy of the CQI Plan shall be kept in the Contract file and updated annually. The CQI Plan shall include, at a minimum:

**C.1.9.2.1.** A statement of the program's outcome goals.

**C.1.9.2.2.** A description of steps to be implemented to achieve outcome goals.

**C.1.9.2.3.** Provisions for regular and continuous staff education.

**C.1.9.2.4.** Up-to-date, individualized staff development plans.

**C.1.9.2.5.** Review and recertification of program policies and procedures at least annually.

**C.1.9.2.6.** Development, implementation, and corrective response to client satisfaction surveys.

**C.1.9.3.** Through implementation of the CQI plan, the Provider shall:

**C.1.9.3.1.** Identify gaps in services and specialized needs;

**C.1.9.3.2.** Report individual case reviews and system wide training needs;

**C.1.9.3.3.** Use the collection and analysis of data and incorporation of that data into action plans to improve outcomes and performance;

**C.1.9.3.4.** Ensure the effective evaluation, improvement, and implementation of corrective action plans; and

- C.1.9.3.5.** Be able to communicate changes in its policy and procedures.
- C.1.9.3.6.** Develop and implement grievance and complaint strategies that include policies and procedures for the submission and review in a timely manner of grievances and complaints.
- C.1.9.3.7.** The Provider shall make the Grievance and Complaint Policy and process visible to the public through an easily accessible location such as on their website.
- C.1.9.3.8.** The Provider shall maintain a system for the timely review and resolution of client complaints.
- C.1.9.3.9.** The Provider's Grievance and Complaint process shall include a transparent and easily accessible process by which individuals served may file complaints and a process by which unresolved complaints may be elevated to the Department.
- C.1.9.3.10.** The Provider shall allow for clients to file a complaint verbally or in writing at any time.
- C.1.9.3.11.** The Provider shall acknowledge receipt of the client's complaint in writing within five business days of complaint receipt, as required.
- C.1.9.3.12.** The Provider's Grievance and Complaint Policy and Procedures shall require that complaints be resolved within 30 days of submission unless the following occurs:
  - C.1.9.3.12.1.** The client asks for an extension, or the Provider documents that additional information is needed, and the delay is in the client's interest; or
  - C.1.9.3.12.2.** The Provider provides oral notice of the reason for the delay to the client by close of business on the day of the determination, and written notice of the reason for the delay to the client within two calendar days of the determination.
- C.1.9.3.13.** The Provider's Grievance and Complaint Policy and Procedures shall require any complaints not resolved within 30 days of submission or extended to be elevated to the Department.
- C.1.9.3.14.** The Provider shall maintain a complete and accurate record of all grievances and complaints received and documentation of resolution.
- C.1.9.3.15.** All grievance and complaint records shall be made available to the Department upon request.
- C.1.9.3.16.** The Provider shall ensure that quality assurance processes promote continuous improvement in access to and delivery of services, including systematic reporting of individuals served and satisfaction with CDP services provided.
- C.1.9.3.17.** The Provider shall report, track, and analyze incidents and individuals served, stakeholder, and community complaints and incorporate trending data from incidents and complaints into the quality improvement process to mitigate risk and improve quality of services. The Provider will address the issues in a timely manner and will record how the issues were resolved.
- C.1.9.3.18.** The Provider shall communicate performance issues and trends to Provider staff, management, and the Department.
- C.1.9.3.19.** The Provider shall actively participate in and ensure compliance with the Department's local and statewide requirements and processes for quality assurance and quality improvement.
- C.1.9.3.20.** The Provider shall ensure that systems and processes meet the following criteria:
  - C.1.9.3.20.1.** Meet the requirements identified in **C.1.4.**



**C.1.9.3.21.** Ensure that Provider staff are held accountable for performance, including incentives and penalties if applicable.

**C.1.9.3.22.** Employ systematic trending, review, and improvement of performance of systems related to the Provider.

**C.1.9.3.23.** The Provider shall make available to the Department, the results of both planned and ad hoc monitoring, by submitting reports within 30 days of completion.

**C.1.9.3.24.** The Provider shall submit to the Department for approval, a Safety and Security Plan within 60 days of Contract execution. This plan shall be updated annually and shall be approved by the Department prior to implementation.

**C.1.9.3.25.** The Safety and Security Plan shall include policies and procedures to address safety and security issues for clients and Provider staff. Procedures shall include a mechanism for reporting untoward incidents to program staff or clients, as appropriate.

**C.1.9.3.26.** As part of the Safety and Security Plan the Provider shall have written policies and procedures of the specific verbal de-escalation technique(s) to be used to recognize and respond preemptively to clients who demonstrate behaviors with the potential to escalate to threats or violence or are suggestive of a mental health crisis.

**C.1.9.3.27.** The Provider shall develop and implement a plan for technical assistance and training for all Provider staff, including using the relationship between emerging trends in the behavioral health field, monitoring findings, training, clinical supervision, and the CQI program.

**C.1.9.3.28.** The Provider shall ensure that the plan supports the implementation of EBPs through contracting requirements, program development and design, training, and the quality improvement system, including monitoring fidelity of implementation of EBPs in partnership with the Department.

#### **C.1.10. Technical Assistance and Training**

**C.1.10.1.** Within six months of the hiring date, the Provider shall ensure staff working directly with program participants complete the following trainings, as applicable:

**C.1.10.1.1.** A two-hour educational course on HIV/AIDS as required by §381.0035, F.S.

**C.1.10.1.2.** An overdose prevention training which must be renewed biennially. The training shall include, at a minimum, information about:

**C.1.10.1.2.1.** Risk factors for overdose;

**C.1.10.1.2.2.** Overdose recognition and response; and

**C.1.10.1.2.3.** Naloxone, the medication that reverses opioid overdose, including how to use naloxone and the importance of individuals at risk of opioid overdose and their friends and family having access to naloxone.

**C.1.10.1.3.** Training in incident reporting procedures and requirements in accordance with subsection 65D-30.004(17), Florida Administrative Code (F.A.C.).

**C.1.10.1.4.** The affirmative duty requirements and protections of Chapter 415, F.S., and Title V of the Americans with Disabilities Act.

**C.1.10.1.5.** Staff working directly with program participants shall be trained in verbal de-escalation techniques as required in paragraph 65D-30.0046(1)(b), F.A.C. The Provider shall provide proof to the Department that affected staff have completed training in those techniques.

**C.1.10.1.6.** Staff shall be trained to recognize and respond pre-emptively to clients who demonstrate behaviors with the potential to escalate to threats or violence or are suggestive of a mental health crisis.

**C.1.10.1.7.** Staff shall be trained and supported to de-escalate physical or verbal threats, access mental health crisis services on behalf of patients, and secure their own safety, and that of other clients in the event that a violent or threatening situation cannot be de-escalated. Staff shall be authorized to notify security guards or police when needed.

**C.1.10.1.8.** For staff working directly with program participants, two hours of training in verbal de-escalation techniques and two hours annually thereafter.

**C.1.10.1.9.** For all staff working directly with program participants, training, and certification in cardiopulmonary resuscitation (CPR) and first aid.

**C.1.10.1.10.** Staff shall maintain CPR and first aid certification, and a copy of the valid certificate must be filed in the personnel record.

**C.1.10.1.11.** All staff working directly with program participants shall participate in a minimum of 10 hours of documented training per year related to their duties and responsibilities. This shall include training conducted annually in the following areas:

**C.1.10.1.11.1.** Fire prevention, life safety, and disaster preparedness;

**C.1.10.1.11.2.** Safety awareness program;

**C.1.10.1.11.3.** Rights of individuals served; and

**C.1.10.1.11.4.** Federal law, 42 CFR, Part 2, and §397.334(10), §397.501(7), and §397.752, F.S. as applicable.

#### **C.1.11. Provider Information System Requirements**

**C.1.11.1.** The Provider shall implement state performance and outcome measures and data collection and submission requirements developed by the Department and are incorporated herein by reference, see **Exhibits C and E**.

**C.1.11.2.** The Provider's current data collection, analysis, and reporting system must track costs by individuals served, as applicable, quality of services, access to services, all facets of utilization management, and outcomes for each individual served under the terms of this Contract.

**C.1.11.3.** The Provider shall ensure accurate and timely entry of data required for performance and outcome measures, in accordance with the **Exhibits C and E**, with quality improvement in the protection of the data of the individuals served and in the computer data entry process.

**C.1.11.4.** The Provider shall develop and implement a Data Management Plan designed to ensure and effectively protect and maintain the confidentiality of sensitive individual information relative to paper and computer-based file system (mainframes, servers, and laptops) across a network of complex and comprehensive direct service subcontractors. The Provider shall submit to the Department for approval, a Data Management Plan within 60 days of Contract execution.

**C.1.11.5.** The Provider's data system shall maintain the capacity to perform the following functions including, but not limited to:

**C.1.11.5.1.** Department approved automated, standardized, and evidence-based screening and assessment instruments to improve proper evaluation and placement of individuals with and without Co-occurring Disorders;

**C.1.11.5.2.** Automated referral and electronic consent for release of confidential information within and between Subcontractors;

**C.1.11.5.3.** Integrated processes for intake, admission, discharge, and follow-up;

**C.1.11.5.4.** The exchange of screening and assessment results, client treatment plan, and client records among Network Service Providers to better coordinate referrals as outlined in the Information Technology Plan;

**C.1.11.5.5.** Encounters and progress notes that automatically generate state and Medicaid billing and payment in the event Medicaid compensable services are provided to individuals eligible for Medicaid;

**C.1.11.5.6.** Utilization management, including but not limited to wait lists and capacity management;

**C.1.11.5.7.** Determination of clinical eligibility of individuals served;

**C.1.11.5.8.** Electronic capability for state billing, invoice payment and claims adjudication, and/or Medicaid billing and payment (HIPAA 837 and 835 Transactions);

**C.1.11.5.9.** Automated processes for state and federal data analysis and reporting;

**C.1.11.5.10.** Electronic reconciliation of the Provider's audit report and data information system for individuals served; and

**C.1.11.5.11.** Full compliance with federal and state laws, rules and regulations pertaining to security and privacy of protected health information.

**C.1.11.6.** The Provider shall ensure the protection of individual data and program integrity in the computer data entry process.

**C.1.11.7.** The Provider shall use analysis of data to improve the quality of care, utilization management functions, and impact on technical assistance and training.

**C.1.11.8.** The Provider shall provide full and complete access to its data system for Department-approved individuals. In addition, the Provider shall provide data system training and/or training products for Department-approved individuals, as needed.

**C.1.11.9.** The Provider shall ensure that Department staff have the necessary access and support needed to review the Provider's records pertaining to service delivery.

**C.1.11.9.1.** The Provider shall be responsible for maintaining all CDP data system access accounts for persons affiliated with its CDP.

#### **C.1.12. Financial Management**

**C.1.12.1.** The Provider shall only subcontract with entities that are fiscally sound, and that can adequately ensure the accountability of public funds. The Provider's financial management and accounting system must have the capability to generate financial reports on individual service recipient utilization, cost, claims, billing, and collections for the Department and other Stakeholders.

#### **C.1.13. Disaster Planning and Responsiveness**

**C.1.13.1.** The Provider shall develop and implement a Disaster Preparedness and Response Plan that outlines the Provider's pre-disaster records protection, alternative accommodations, and supplies for individuals served in appropriate environments during a disaster/emergency, and post-disaster recovery efforts which allow for post-disaster continuity of services in the event of a disaster/emergency. The Provider's Disaster Preparedness and Response Plan shall be submitted to the Department for review and approval before implementation no later than 60 days from execution of this Contract.

#### **C.1.14. Administrative Cost Reductions**

**C.1.14.1.** The Provider shall implement the Administrative Cost Reduction Plan developed by the Provider and approved by the Department, which is to be maintained in the Contract Manager's file and is incorporated herein by reference. The plan shall be submitted to the Department within 60 days of Contract execution. This plan is designed to achieve administrative and service provision cost savings and efficiencies through, but not limited to; the streamlining of the Provider's CDP services staff; the reduction, elimination, and consolidation of duplicative administrative structures; coordinated procurements with parallel state, local, and private entities; and other reductions to service delivery overhead costs.

**C.1.14.2.** The Provider shall work with the Department to redirect administrative cost savings into improved access to quality care, promotion of service continuity, required implementation of EBP's, the expansion of the CDP services, and necessary infrastructure development.

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

### **C.2.1. Task Limits**

The Provider shall perform only Department-approved tasks and services.

### **C.2.2. Data Collection, Reporting, and Analysis Function**

**C.2.2.1.** The Provider shall implement shared data systems necessary for the delivery of coordinated care, the assessment of Provider performance and the reporting of outcomes and costs of services.

**C.2.2.2.** The Provider shall ensure the electronic submission of all data to the Opioid Data Management System (ODMS) by the 18th of each month.

**C.2.2.3.** The Provider shall create and maintain accurate and complete network information in the data system. The Provider shall require that changes or updates to records in the ODMS are made within 30 days of a known change.

**C.2.2.4.** The Provider shall verify that data submitted is consistent with the data maintained locally by Provider staff, and in the individual's served files.

**C.2.2.5.** Within 60 days of execution of this Contract, the Provider shall submit an Information Technology Plan for Department approval prior to implementation. The plan shall demonstrate that the Provider's data system shall be able to meet the requirements stated in **C.1.11**.

### **C.2.3. Quality Assurance Plan**

The Provider shall implement a quality assurance process to identify and address opportunities for improvement of operations for Provider staff.

**C.2.3.1.** The quality assurance process shall include, but is not limited to:

**C.2.3.1.1.** Periodic external review activities conducted by the Department and the Provider to assure that the agreed upon level of service is achieved and maintained by the Provider; and

**C.2.3.1.2.** Assessing compliance with contract requirements, state and federal law and associated administrative rules, regulations, operating procedures, validating quality improvement systems and findings.

**C.2.3.1.3.** The Provider shall submit a Quality Assurance Plan documenting the process required by **C.2.3**, within 60 days of execution. This plan shall be updated annually and shall be approved by the Department prior to implementation.

**C.2.3.2.** The Department will review the proposed policies, procedures, and plans required to be submitted by the Provider. The Department will respond in writing indicating approval or noting any deficiencies within 30 business days from the date of receipt. Once approved by the Department, the

Provider's policies and procedures may be amended provided that they conform to state and federal laws, state rules, and federal regulations.

**C.2.4. Monitoring Function**

Within 60 days after execution and annually thereafter, the Provider shall submit a Monitoring Plan for Department approval. The plan shall include:

**C.2.4.1.** A Risk Assessment to develop an annual monitoring schedule.

**C.2.4.2.** An annual statistically valid sampling methodology to ensure onsite monitoring of CDP client services by the Provider for:

**C.2.4.2.1.** Staff performance, license status reviews, as applicable, staff certifications, as applicable, grievances, and complaints;

**C.2.4.2.2.** Client services implementation, operations, and inspection of CDP services delivery site for overall security of clients receiving OUD and OUD with co-occurring SUD/MH conditions treatment;

**C.2.4.2.3.** Client screening methods, assessments, client treatment plans, client medical charts, client satisfaction with surveys, and client complaints; and

**C.2.4.2.4.** Distinction between onsite monitoring and desk reviews.

**C.2.4.3.** Policies, procedures, and tools for programmatic monitoring, which shall include the following components:

**C.2.4.3.1.** Scope of service

**C.2.4.3.2.** Client eligibility determination

**C.2.4.3.3.** Adherence to evidence-informed level of service need determinations and subsequent service placement.

**C.2.4.3.4.** Staffing requirements

**C.2.4.3.5.** Employment Verification pursuant to §448.095, F.S.

**C.2.4.3.6.** Service tasks.

**C.2.4.3.7.** Deliverables

**C.2.4.3.8.** Data validation

**C.2.4.3.9.** Outcome and performance measures specifications

**C.2.4.3.10.** Provider staff responsibilities

**C.2.4.3.11.** Client Medical Records

**C.2.4.3.12.** Confidentiality of Client Information

**C.2.4.3.13.** Data Security

**C.2.4.3.14.** Provider staff and Client Risk and Incident Reporting

**C.2.4.3.15.** Grievance Procedures

**C.2.4.3.16.** Insurance, as applicable

**C.2.4.3.17.** Publicity

**C.2.4.3.18.** Intellectual Property Rights

**C.2.4.3.19. Corrective Action Plan review**

**C.2.4.4.** Policies, procedures, and tools for fiscal monitoring, which shall include the following components:

**C.2.4.4.1.** Financial Management

**C.2.4.4.2.** Audits

**C.2.4.4.3.** Accounting System

**C.2.4.4.4.** Method of payment

**C.2.4.5.** Policies, procedures, and tools for background screening monitoring, which shall include the following components:

**C.2.4.5.1.** Level 1 and 2 screening

**C.2.4.5.2.** Screening exemptions or exclusions

**C.2.4.5.3.** Attestations

**C.2.4.5.4.** Policies and procedures that comply with §397.401-397.4873, F.S.

**C.2.4.6.** The Provider shall monitor staff, to ensure compliance with §402.7306, F.S., and CFOP 75-8 Policies and Procedures of Contract Oversight which shall include, but is not limited to:

**C.2.4.6.1.** Compliance with federal and state confidentiality laws

**C.2.4.6.2.** State and federal grant programs

**C.2.4.6.3.** Compliance with specific appropriations, or GAA directed projects.

**C.2.4.6.4.** A sample of case management records to verify that clients are receiving assessments, recovery support services, OUD MAT (MAT) services, appropriate OUD MAT dosage/type, as applicable, and referral for continued OUD/SUD/MH treatment and recovery support services identified in the client treatment plan.

**C.2.4.6.5.** Policies and procedures for corrective action plan closure that ensure validation of all completed corrective action tasks and documentation of improved performance within 90 days after the completion date established in each corrective action plan.

**C.2.5. Staffing Levels**

**C.2.5.1.** The Provider's organizational structure and staffing levels shall be adequate to ensure quality client services and to meet the requirements of all pertinent federal and state laws and regulations, as applicable.

**C.2.5.2.** The Provider shall submit to the Department, for its review and approval, the initial hiring of all CDP staff. The Department may reply within 14 business days to the Provider, in writing, stating approval of said hiring. Failure of the Department to reply shall constitute approval. Any subsequent staffing of positions shall not be subject to the Department for review and approval, provided they are selected in a manner that maintains or exceeds the same level of professional qualifications as the initial hiring.

**C.2.5.3.** The Provider shall nominate a member of its staff to perform the following functions:

**C.2.5.3.1.** Availability to the Department for providing an immediate response 24 hours a day, seven days a week.

**C.2.5.3.2.** Act as a Consumer Affairs Representative, or equivalent title. The name of and contact information for this person shall be submitted to the Department at execution and annually on or before July 1.

**C.2.5.3.3.** Serve as the CDP Services Provider Affairs Ombudsman, or equivalent title. This position shall be the first point of contact for Provider questions, concerns, and disputes. The name and contact information of this person shall be submitted to the Department at execution and updated annually no later than July 1.

#### **C.2.6. Staffing**

**C.2.6.1.** 1.00 FTE Case Manager

**C.2.6.2.** 1.00 FTE Certified Peer Specialist

#### **C.2.7. Professional Qualifications**

**C.2.7.1.** The Provider's MAT practitioner shall be appropriately licensed by the Department and Drug Enforcement Administration (DEA) registered for the provision of opioid treatment medication pursuant to Chapter 65D-30.003, F.A.C. and 21 CFR § 1306.07(a).

**C.2.7.2.** The Provider shall ensure compliance with applicable rules, statutes, requirements, and standards with regard to professional qualifications for themselves and all employees, in accordance with 65D-30.003, F.A.C. Licensing and Regulatory Standards, 65D-30.004 F.A.C. Common Licensing Standards, and §397.4073, F.S. and §397.410 F.S., as applicable.

**C.2.7.3.** In accordance with 42 CFR 8.12(d), Provider staff engaged in the treatment of opioid addiction must have sufficient education, training, and experience, or any combination thereof, to enable that person to perform the assigned functions. All physicians, nurses, and other licensed professional care Providers, including addiction counselors, must comply with the credentialing requirements of their respective professions.

**C.2.7.4.** Each staff position shall have a specific and detailed position description that outlines the duties assigned to the position, the qualifications required to enter into the position, and the training and performance standards required to remain in the position. Before providing care to clients, Provider staff shall receive initial education that is specific to the MAT(s) used by the Provider and tailored to the client populations served, as applicable.

#### **C.2.8. Staffing Changes**

**C.2.8.1.** The Provider shall maintain staff which is considered to be essential to this Contract. The Department reserves the right to provide any concerns regarding the Provider's staffing at any time and to be consulted in writing for the approval of any positions listed in **C.2.6**.

#### **C.3. REPORTS**

The Provider shall demonstrate acceptable performance of the service and administrative functions and tasks found in **Exhibit C**, and progress towards meeting CDP service delivery targets by submitting all required reports, plans, and documentation specified in **Exhibit C1** by the dates specified therein.

##### **C.3.1. Provider Submission**

Additionally, the Provider shall ensure that all reports, plans, and support documentation are made available to the Department upon request. The Provider shall ensure that all documents are clearly legible and are submitted in their original formats (i.e. Microsoft Word, Excel, etc.). All reports and plans and/or changes to existing reports and plans shall be submitted within ten business days of the change or Department approval, when approval of a plan is required. The Provider shall:

**C.3.1.1.** Require that the data submitted by the Provider clearly document all court diversion services for individuals served which occurred under this Contract with the Provider.

**C.3.1.2.** Provider shall ensure the documentation and submission of all service event data provided under the contract for each individual served.

**C.3.1.3.** Ensure that all data submitted to the Provider is consistent with the data maintained locally by the Provider's staff in their individual's served files.

**C.3.1.4.** Where this Contract requires the delivery of reports to the Department, mere receipt by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall require a separate act in writing. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in this Contract. The Department, at its option, may allow additional time within which the Provider may remedy the objections noted by the Department or the Department may, after having given the Provider a reasonable opportunity to complete, make adequate, or acceptable, such reports, declare this Contract to be in default.

**C.3.1.5.** The Provider shall comply with 5.1. of this Contract.

**C.3.1.6.** The Provider shall make all requested documentation available to the Department. All reports and plans or changes to existing reports and plans shall be submitted within 10 business days of the change or Department approval, when approval of a plan or report is required.

**C.3.2. Monthly Performance Report**

**C.3.2.1.** The Provider shall submit a CDP Monthly Performance Report as detailed in **Exhibit C1** of this Contract using a customized template to be provided by the Department. The Monthly Performance Report shall be submitted no later than the 15th day of each month following service delivery. The Provider shall provide details of services and activities performed during each reporting period summarizing the Provider's progress in implementing the CDPs goals. This shall include but not be limited to describing any barriers encountered and efforts to overcome barriers.

**C.3.2.2.** The Monthly Performance Report must regularly monitor and report on program performance and outcome measures. The reporting time period shall be the entire month for which the Provider is reporting. Key performance and outcome measures include, but are not limited to:

**C.3.2.3.** Cost per individual served.

**C.3.2.4.** Total number of individuals served (includes screening).

**C.3.2.5.** The Provider shall report demographics of all individuals served.

**C.3.2.6.** Number of CDPs

**C.3.2.7.** Number of individuals who use opioids and/or have OUD diagnosis and received referrals to CDPs.

**C.3.2.8.** Number of individuals who use opioids and/or have OUD diagnosis and participate in CDPs.

**C.3.2.9.** Number of individuals who were diagnosed with OUD prior to involvement in drug court and are currently receiving opioid MAT.

**C.3.2.10.** Number of individuals participating in CDPs who are eligible and offered MAT, by medication type.

**C.3.2.11.** Number of individuals enrolled in pre-/post-arrest CDPs who report being homeless with no fixed address or address is shelter.



**C.3.2.12.** Number of individuals who experienced a non-fatal overdose during the reporting period and are enrolled in CDPs.

**C.3.2.13.** Number of individuals who use opioids and/or have OUD diagnosis, who are enrolled in CDPs, and were referred to recovery support services (e.g., employment services, housing services, employment services, etc.)

**C.3.2.14.** Number of individuals who use opioids and/or have OUD diagnosis, who are enrolled in CDPs, and received recovery support services (e.g., employment services, housing services, etc.)

**C.3.2.15.** Number of CDP participants who have been re-arrested for the same or similar charges at 3 months of treatment.

**C.3.2.16.** Number of CDP participants who have been re-arrested for the same or similar charges from intake to 6 months of treatment.

**C.3.2.17.** Number of CDP participants who have been re-arrested for the same or similar charges at 12 months of treatment.

**C.3.2.18.** Number of individuals who participate in CDPs who report they are satisfied with services.

### **C.3.3. Monthly Personnel Report**

The Provider shall submit payroll and staffing documentation shall be submitted no later than 15th day of each month following service delivery with each Monthly Performance Report and with the Quarterly Invoice submission. This report shall include documentation to support and verify Provider staff positions, staff salaries, and hours worked. This documentation must include but is not limited to:

**C.3.3.1.** Timesheets shall include but not limited to hours worked, rate of pay, fringe benefits, name of employee, and employee title/position.

**C.3.3.2.** All timesheets must be signed/approved by supervisor.

**C.3.3.3.** Accounting ledgers showing entry items with accounting codes.

**C.3.3.4.** Travel support documentation, receipts, and proof of payment, if applicable.

### **C.3.4. Quarterly Expenditures Report**

The Quarterly Expenditures Report shall document the expenditure of funds provided by this Contract and shall be submitted no later than 15th day of the month following service delivery for the previous quarter, for each quarter of this Contract's period of performance, using a customized template to be provided by the Department.

### **C.3.5. Quarterly Report**

The Provider shall submit a Quarterly Progress Report for each quarter during this Contract's period of performance using a customized template to be provided by the Department. The report shall include but not be limited to the following:

**C.3.5.1.** Overview of necessary adjustments to any elements of the plans required by **Exhibit C**, including justification for proposed changes, identification of barriers or anticipated barriers to achieving stated goals, proposed strategies to mitigate the impact of said barriers on the CDP, and any corrections made to rejected records shall be documented in the subsequent Quarterly Progress Report.

### **C.3.6. Provider Staff Management**

The Provider shall submit a Quarterly Progress Report for each quarter during this Contract's period of performance. The report shall include but not be limited to the following:

- C.3.6.1.** New subcontracts, or amendments to existing subcontracts with Provider staff;
- C.3.6.2.** Collaborative strategies and activities with the Department or Stakeholders; and
- C.3.6.3.** Adverse fiscal impact of proposed CDP changes and recommendations for resolution.
- C.3.6.4.** Provider staff performance including:
  - C.3.6.4.1.** Monitoring and review results, including reports and corrective action plans or other necessary follow-up actions; and
  - C.3.6.4.2.** Performance measures listed in **Exhibit E**.
- C.3.6.5.** Any adverse finding or report against a Provider employee by any regulatory or law enforcement entity; and
- C.3.6.6.** Any additional recurring reporting elements requested by the Department.
- C.3.6.7.** Where this Contract requires the delivery of reports to the Department, receipt by the Department does not mean acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall require a separate act in writing within 15 days of receipt of the report by the Department. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in this Contract and must notice the Provider electronically within 15 days of receipt of the report by the Department. The Department may allow additional time within which the Provider may remedy the objections noted by the Department or the Department may, after having given the Provider a reasonable opportunity to complete, make adequate, or acceptable, such reports, declare this Contract to be in default.
- C.3.7. Performance Outcome Measure Targets Report**  
 The Department shall provide a customized template to the Provider to update and submit with the Quarterly Progress Report no later than the 15<sup>th</sup> of the month following the end of each quarter.
- C.3.8. Annual Program Status Report**  
 The Annual Program Status Report is a detailed report of the services and activities performed for the entire fiscal year and the status in meeting the performance measures, goals, objectives, and tasks using a customized template to be provided by the Department. The Annual Program Status Report shall be submitted annually no later than August 15 for each year during this Contract's period of performance.
- C.3.9. FY Final Expenditures Report**  
 The Fiscal Year (FY) Final Expenditures Report is a detailed report of expenses for the entire fiscal year documenting expenditure of Provider OSTF contract award in compliance with this Contract using a customized template to be provided by the Department. The FY Final Expenditures Report shall be submitted annually, no later than August 15 for each fiscal year during this Contract's period of performance. The FY Final Expenditures Report must be signed and certified by an authorized representative that the report represents a complete and accurate account of all expenses supported by the award.
- C.3.10. Incident Reporting**
  - C.3.10.1.** The Provider shall be responsible, upon discovery of an incident involving a client whose services are paid for in whole or in part by the Provider/this Contract, for the management and oversight of incident reporting in accordance with **4.15.** of this Contract.
  - C.3.10.2.** The Provider shall cooperate with the Department when investigations are conducted regarding a regulatory complaint relevant to a licensed Provider working with the CDP operated by the Provider.

**C.3.10.3.** The Provider shall integrate the Department's current initiatives, new state and federal requirements, and policy initiatives into its operations, as applicable.

**C.3.11. Reporting Schedule**

Table 1 - Reporting Schedule	
Report Name	Report Due Date
Monthly Performance Report	No later than the 15 <sup>th</sup> day of each month following service delivery.
Monthly Personnel Report	
Quarterly Expenditures Report	
Quarterly Progress Report	
Performance Outcome Measure Targets Report	
Annual Program Status Report	
FY Final Expenditures Report	

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**EXHIBIT C1 – REQUIRED REPORTS, PLANS, DOCUMENTS, AND FUNCTIONAL TASKS**

All Requirements in Table 1a must be submitted to the Contract Manager electronically for review and approval.

<b>Table 1a – Required Submissions</b>			
<b>Requirement</b>	<b>Required by</b>	<b>Frequency</b>	<b>Due No Later Than:</b>
<b>Provider Tangible Property Inventory</b>	<b>CF Operation Procedure 80-2</b>	Initial; Annually	Initial: within 60 days of execution; Annually: July 31
<b>Overdose Prevention Plan</b>	<b>C.1.5.</b>	Initial; Annually	Initial: within 60 days of execution; Annually: July 31
<b>Care Coordination Plan</b>	<b>C.1.6.</b>	Initial; As Needed	Within 60 days of execution; Update as needed
<b>Diversion Control Plan</b>	<b>C.1.6.6.</b>	Initial; Annually	Initial: within 60 days of execution; Annually: July 31
<b>Utilization Management Plan</b>	<b>C.1.7.1.</b>	Initial; As needed	Within 60 days of execution; Update as needed
<b>Provider Staff Management Plan</b>	<b>C.1.8.7.</b>	Initial; As Needed	Within 60 days of execution; Update as needed
<b>Operating Procedures</b>	<b>C.1.8.12.</b>	Initial; As Needed	Within 60 days of execution; Update as needed
<b>Personnel Policy</b>	<b>C.1.8.13.</b>	Initial; As Needed	Within 60 days of execution; Update as needed
<b>Fraud and Abuse Prevention Plan</b>	<b>C.1.8.15.</b>	Once	Within 60 days of execution
<b>Continued Quality Improvement Plan</b>	<b>C.1.9.1.</b>	Initial; Annually	Initial: within 60 days of execution; Annually: July 31
<b>Safety and Security Plan</b>	<b>C.1.9.3.24.</b>	Initial; Annually	Initial: within 60 days of execution; Annually: July 31
<b>Data Management Plan</b>	<b>C.1.11.4.</b>	Initial; As Needed	Initial: within 60 days of execution; Update as needed
<b>Disaster Preparedness and Response Plan / Emergency Preparedness Plan</b>	<b>C.1.13.1.</b>	Initial, Annually	Initial: within 60 days of execution; Annually: July 31
<b>Administrative Cost Reduction Plan</b>	<b>C.1.14.1.</b>	Initial; As Needed	Within 60 days of execution; Update as needed
<b>Information Technology Plan</b>	<b>C.2.2.5.</b>	Initial; Annually	Initial: within 60 days of execution; Annually: July 31
<b>Quality Assurance Plan</b>	<b>C.2.3.</b>	Initial; Annually	Initial: within 60 days of execution; Annually: July 31
<b>Monitoring Plan</b>	<b>C.2.4.</b>	Initial; Annually	Initial: within 60 days of execution; Annually: July 31
<b>Required Forms and Documents</b>			
<b>Proof of Insurance</b>	<b>4.8.</b>	Initial; Annually;  As needed	Initial: upon execution; Annually: March 31; and  As needed: Within 30 days of a modification of terms

<b>Security Agreement Form – CF Form 0112</b>	<b>5.4.2.</b>	Initial; Annually	Upon execution; Updated annually
<b>Civil Rights Compliance Checklist - CF Form 946</b>	<b>4.1.1.3.</b>	Initial; Annually	Initial: Within 60 days of execution; and Thereafter: July 15
<b>Invoice Payment Request – Exhibit F1</b>	<b>Exhibit F1</b>	Quarterly	No later than October 15, January 15, April 15, and July 15 following service delivery
<b>Final Invoice Payment Request – Exhibit F1</b>	<b>Exhibit F1</b>	Once	No later than 45 days from expiration/termination of this Contract
<b>Financial and Compliance Audit</b> \$750,000 in State Financial Assistance - <b>state single</b> or project-specific audit required. The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract.	<b>Attachment I</b>	Annually	The earlier of nine months after the end of the Provider's fiscal year or 45 days after the receipt of the audit report
<b>Notification of Provider performance that may interrupt service delivery or involve media coverage</b>	<b>C.1.8.11.</b>	As needed	Within 48 hours
<b>Incident Report Submission</b>	<b>4.15.</b>	As needed	Upon discovery of an incident
<b>Certification of Executive Compensation Form PCMT-08</b>	<b>7.13.</b>	Annually	Annually on or before May 1
<b>Staff Designations:</b> • Responsible for providing immediate response. • Consumer Affairs Representative • Provider Affairs Ombudsman • Data Officer	<b>C.2.5. and 5.4.1.</b>	Initial	Initial: Upon execution
<b>Required Reports and Data Submission</b>			
<b>Monthly Performance Report</b>	<b>C.3.2.</b>	Monthly	15 <sup>th</sup> of day of each month following service delivery
<b>Monthly Personnel Report</b>	<b>C.3.3.</b>	Monthly	
<b>Quarterly Expenditures Report</b>	<b>C.3.4.</b>	Quarterly	
<b>Quarterly Progress Report</b>	<b>C.3.5.</b>	Quarterly	
<b>Performance Outcome Measure Targets Report</b>	<b>C.3.7.</b>	Quarterly	
<b>Annual Program Status Report</b>	<b>C.3.8.</b>	Annually	

**EXHIBIT D – DELIVERABLES****D.1. GENERAL PERFORMANCE SPECIFICATIONS**

The Provider shall be solely responsible for the satisfactory performance of the tasks described in this Contract. By execution of this Contract, the Provider assumes responsibility for the tasks, activities, and deliverables described herein; and warrants that it fully understands all relevant factors affecting accomplishment of the tasks, activities, and deliverables; and agrees to be fully accountable for the performance thereof.

**D.1.1. SERVICE UNITS**

A service unit is one quarter, three calendar months, of bundled Program services specified in Exhibit C and provided to the minimum number of individuals specified in D.1.2 Table 2.

**D.1.2. SERVICE TARGETS AND DELIVERABLES**

To obtain approval of deliverables and services for payment, the Provider must achieve the Minimum Annual Acceptable Performance Targets as specified in Table 2.

Table 2 – Service Output Measure Targets					
Target Description		Program Year 1 2024-2025	Program Year 2 2025-2026	Program Year 3 2026-2027	Total Contract Target
# of Individuals Provided MAT Services	Target #	30	30	30	90
	Minimum Acceptable Performance	26	30	30	86

**D.2. DELIVERABLES**

**D.2.1.** The Provider shall demonstrate satisfactory progress towards the service targets in D.1.2., Table 2 through submission of Monthly/Quarterly Performance/Progress Reports as described in C.3.

**D.2.2. PERFORMANCE MEASURES FOR ACCEPTANCE OF DELIVERABLES**

**D.2.2.1.** The Provider is responsible and accountable for meeting all performance outcome measure targets and annual service targets. The Provider shall manage and oversee the collection of data from Provider staff to ensure that targets are met, as a CDP.

**D.2.2.2.** In the event the Provider fails to meet the Service Targets in Table 2 and Exhibit E, the Department shall apply the provisions of F.3.

**D.2.2.3.** The Performance and Outcome Measure Targets shall be subject to periodic review by the Department and adjustments to the targets or the measures may be recommended as a part of annual updates.

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**EXHIBIT E – MINIMUM PERFORMANCE MEASURES**

**E.1. MINIMUM PERFORMANCE MEASURES**

The Provider will submit **Exhibit E1 Performance Outcome Measure Targets Report** each quarter meeting the minimum targets required therein.

**E.2. PERFORMANCE EVALUATION METHODOLOGY**

The Department will monitor the Provider's performance in achieving the standards in **E.1.**, according to methodology used in **Exhibit E1.**

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EXHIBIT E1

PERFORMANCE AND OUTCOME MEASURES TARGETS REPORT

CDP IMPLEMENTATION		Q1	Q2	Q3	Q4
TARGET	For each quarter of the contract period of performance:	Performance Evaluation Methodology			
100%	100% of Minimum Acceptable Performance requirements for Service Output Measure Targets specified in D.1.2. Table 2 shall be met.	# of Minimum Acceptable Performance requirements achieved divided by the total # of Minimum Acceptable Performance requirements			
TARGET	For each quarter of the contract period of performance screened for OUD:	Q1	Q2	Q3	Q4
100%	100% of CDP participants will be screened and assessed for OUD and/or OUD with co-occurring SUD/MH conditions.	# of CDP participants screened divided by the total # of Court Diversion participants.			
100%	100% of CDP participants will use opioids and/or have an OUD diagnosis or will have an OUD diagnosis with co-occurring SUD/MH conditions and are in or at risk of entering the criminal justice system.	# of CDP participants shown to use opioids or have an OUD diagnosis or OUD diagnosis with co-occurring SUD/MH conditions and are at risk of entering the criminal justice system/ the total # of CDP participants.			
100%	100% of individuals served provide consent to treatment.	# of individuals served that provided consent to treatment divided by the total # of individuals served.			
CONTINUITY OF CDP SERVICES - OUTCOME MEASURES		Q1	Q2	Q3	Q4
TARGET	For each quarter of the contract period of performance:	Performance Evaluation Methodology			
100%	100% of CDP participants will be diverted away from the traditional criminal justice system and into appropriate CDP and/or recovery-oriented community treatment and support services.	# of Court Diversion participants diverted into a CDP and/or recovery-oriented community treatment and support services divided by the total # of court diversion participants.			



100%	<p><b>Beginning the second quarter of year one and each quarter thereafter:</b> Increase the number of CDP participants who meet CDP graduation criteria (i.e., participant completes their treatment plan phases and requirements).</p> <p>*Enter the total number of individuals meeting program graduation criteria.</p>	Total # of current quarter court diversion participants meeting graduation criteria minus the total # of participants meeting graduation criteria during the previous quarter.				
100%	100% of CDP participants will receive screening, assessment, crisis stabilization, peer support and treatment of OUD, and/or OUD with co-occurring SUD/MH conditions as indicated by the screening/risk assessment.	# of court diversion participants receiving a screening, assessment, crisis stabilization, peer support and treatment of OUD, and/or OUD with co-occurring SUD/MH conditions divided by the total # of court diversion participants.				
100%	100% of CDP participants will receive referrals/linkages to non-clinical services such as housing, employment and job training, benefits, emergency food/clothing needs, transportation and other community and social services. This metric should demonstrate the CDP's integration into the larger ROSC within the service area.	# of court diversion participants referred to non-clinical services divided by the total # of court diversion participants.				
<b>UTILIZATION MANAGEMENT - OUTCOME MEASURES</b>						
<b>TARGET</b>	<b>By the end of year one of the contract period of performance:</b>	<b>Performance Evaluation Methodology</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>
75%	75% reduction in recidivism rates among individuals receiving CDP services.	# of reoffending individuals divided by # of individuals receiving court diversion services.				
75%	<p><b>For the remainder of the contract thereafter:</b> Maintain a 75% reduction in recidivism rates among individuals receiving CDP services.</p>	# of reoffending individuals divided by # of individuals receiving court diversion services.				
100%	<p><b>For each year of the contract period of performance:</b> 100% identification of reasons for underutilization among the target population, i.e., what barriers exist to reaching the target population (language, culture, lack of public transportation, access to OUD</p>	# of reoffending individuals divided by # of individuals receiving court diversion services.				

treatment/recovery support services, etc.)? *List utilization barriers for each year.		PROVIDER STAFF MANAGEMENT - OUTCOME MEASURES			
TARGET	For each quarter of the contract period of performance:	Performance Evaluation Methodology	Q1	Q2	Q3 Q4
100%	100% compliance with documentation, plan(s), and report(s) submission requirements.	# of documents, reports and plans complying with submission requirements divided by the total # of documents, reports and plans submitted.			
100%	100% Department approval for all submitted documentation, plan(s), and report(s), etc.	# of approved documents, reports and plans divided by the total # of documents, plans and reports submitted.			
100%	100% correction and resubmission of any incomplete or inaccurate documentation, plan(s), and report(s) within required timeframes.	# of corrected inaccurate or incomplete documents, reports and plans divided the total # of inaccurate or incomplete documents			
100%	100% completion of performance monitoring/accountability reviews for 25% of Provider staff.	# of performance monitoring/accountability reviews completed of Provider staff divided by the total # of Provider staff.			
100%	<b>Prior to CDP services delivery:</b> 100% evaluation and verification of all new Provider clinical and general staff education, training, certifications, and licensing prior to service delivery, as applicable.	# of new Provider clinical and general staff with verified education, training, certifications, and licensing prior to service delivery, as applicable, divided by the total # of new Provider staff.			
100%	<b>Within 30 days of execution of the Opioid Settlement Court Diversion contract:</b> 100% verification of background screening for Provider staff.	# of Provider staff with background screening verification divided by the total # of Provider staff.			
100%	100% reporting of Provider monitoring findings, trends, and corrective action plans to the Department in Quarterly Progress Reports.	# of Provider monitoring findings, trends, and corrective action plans reported to the Department in quarterly reports divided by the total # of Provider monitoring findings, trends and corrective action plans.			
CONTINUOUS QUALITY IMPROVEMENT - OUTCOME MEASURES			Q1	Q2	Q3 Q4
TARGET	For each quarter of the contract period of performance:	Performance Evaluation Methodology			

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100%	100% of all Provider staff will utilize a Department approved client satisfaction survey instrument.	# of Provider staff utilizing a department-approved client satisfaction survey instrument divided by the total # of Provider staff.				
100%	100% of CDP participants will be surveyed using a Department approved survey to report overall satisfaction scores on each of the following domains: Improved Social Connectedness; Access to Services; Overall Satisfaction with Care; Outcome from Services; Participation in Treatment Planning; Cultural Sensitivity of Providers; Positive About Outcome; and Quality of Care.	# of CDP participants surveyed in the below domains utilizing a department approved survey divided by the total # of CDP participants.	Average Score Across All Survey Responses			
100%	100% of Provider staff risk assessments and monitoring efforts resulting in immediate action are reported in the Quarterly Report submitted to the Department.	# of Provider staff risk assessments and monitoring efforts resulting in immediate action submitted in quarterly reports divided by the total # of Provider staff risk assessments and monitoring efforts resulting in immediate action.				
100%	<b>Beginning the third quarter of year one and each quarter thereafter:</b> 100% of quality improvement findings will be implemented by the Provider and the impact of implementation on the CDP will be reported in the Quarterly Progress Report to the Department.	# of quality improvement findings implemented and the implementation impact on court diversion that was reported in quarterly reports divided by the total # of quality improvement findings.				
<b>DATA COLLECTION, REPORTING, AND ANALYSIS - OUTCOME MEASURES</b>			<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>
<b>TARGET</b>	<b>For each quarter of the contract period of performance:</b>	<b>Performance Evaluation Methodology</b>				
95%	95% accuracy of all reported costs, service utilization, and demographic data for each individual served.	# of individuals served with accurate reported costs, service utilization and demographic data information divided by the total # of individuals served.				
95%	95% correction of any of rejected records within 60 days after each acceptance and rejection report is issued and document errors	# of data, reports and documentation corrected within 60 days after each acceptance and rejection report				

	and corrections made in the subsequent Quarterly Progress Report.	divided by the total # of data, reports, and documentation corrected.				
100%	100% correction of any inaccurate data, reports, and documentation on or before the next quarterly/monthly report submission.	# of data, reports and documentation corrected on or before the next quarterly/monthly report divided by the total # of data, reports and documentation corrected.				
100%	100% accuracy and timely submission of invoices, including required support documentation and personnel reports, as applicable.	# of accurate and timely invoices submitted divided by the total # of invoices submitted.				
100%	100% timely submission of Quarterly Progress Reports and Quarterly Expenditure Reports.	# of timely quarterly progress and expenditure reports submitted divided by the total # of quarterly progress and expenditure reports.				
100%	100% timely submission of Monthly Personnel Reports and Monthly Performance Reports.	# of monthly personnel and performance reports submitted timely divided by the total # of monthly personnel and performance reports submitted.				

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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.

Table 3 – Schedule of Payments			
Quarter of Services	Invoice Due Date	Advance Recoupment	Fixed Payment Amount
Advance Payment	15th day of the month following the quarter of program services.	N/A	\$43,150
1		(\$10,787.50)	\$32,362.50
2		(\$10,787.50)	\$32,362.50
3		(\$10,787.50)	\$32,362.50
4		(\$10,787.50)	\$32,362.50
Year 1 Total:			\$172,600
1	15th day of the month following the quarter of program services.		\$43,150
2			\$43,150
3			\$43,150
4			\$43,150
Year 2 Total:			\$172,600
1	15th day of the month following the quarter of program services.		\$43,150
2			\$43,150
3			\$43,150
4			\$43,150
Year 3 Total:			\$172,600
Contract Total			\$517,800

**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 services period, unless otherwise approved by the Department. The Provider shall submit the Monthly Performance Report specified in **C.3.2.** as supporting documentation for each invoice.

**F.2.2.** The Provider shall submit a Final Payment Request 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 **D.1.2. Table 2** and **Exhibit E** the Department will reduce the payment due for that invoice period by one percent, up to a maximum reduction of five percent of the invoice amount.

### **F.4. ADVANCE PAYMENTS**

**F.4.1.** At Contract Execution, the Provider may request an advance of \$43,150.00, based on anticipated cash needs to initiate services. A written request must be submitted to the Department's Contract Manager with appropriate justification of needs.

**F.4.2.** Each Fiscal Year after execution, the Provider may request an advance based upon anticipated fiscal year funding and service needs negotiated with the Department. A written request must be submitted to the Department's Contract Manager with appropriate justification of needs.

**F.4.3.** The requests for advance shall not require the submission of supporting documentation at the time of the request for the advance, but supporting documentation specified in **C.3.**, above shall be required for all subsequent invoices.

**F.4.4.** In accordance with §216.181(16)(b), F.S., advanced funds shall be temporarily invested by the Provider in an interest-bearing account, insured for up to the maximum allowed. Interest earned on advanced funds shall be paid to the Department quarterly in the form of a check to accompany the submission of the Provider's Invoice.

**F.4.5.** The Provider must submit backup documentation from the financial entity where advance funds are invested, evidencing the Annual Percentage Rate and actual interest income for each month.

**F.4.6.** Any funds advanced to the Provider shall be recouped against invoices submitted during Fiscal Year 2024-2025 in accordance with the Re-payment Schedule in **Table 3**. Any funds not accounted for and recouped shall be returned to the Department at the end of each state fiscal year with the submission of the final invoice for the fiscal year.

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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 agency's 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="radio"/> No: <input type="radio"/>			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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