

**CITY OF FORT LAUDERDALE  
FY 2025 NOT FOR PROFIT SERVICE AGREEMENT**

THIS CITY OF FORT LAUDERDALE FY 2025 NOT FOR PROFIT SERVICE AGREEMENT, (“Agreement”), made and entered this 4 day of March, 2025, (“Effective Date”), is by and between the City of Fort Lauderdale, a Florida municipality, (“City”), whose principal place of business is 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, Florida, 33301, and Fellowship Recovery Community Organization, Inc., a Florida not for profit corporation, (“Participant” or “Organization” or “Contractor” or “Fellowship”), whose principal address is 451 Banks Road, Unit #8, Margate, Florida, 33063.

WHEREAS, Fellowship’s mission is to support those seeking to initiate and sustain their recovery from a Substance Use Disorder regardless of their chosen pathway, while treating all participants, staff and volunteers with dignity and respect to deliver Recovery Support Services (“RSS”) consistent with Recovery Oriented Systems of Care (“ROSC”) principles, to measurably improve recovery capital through assertive linkage to community-based assets, recovery community engagement and recovery housing for all those who seek our assistance; and

WHEREAS, Fellowship’s vision is to create lasting, transformational change for people with Substance Use Disorders, their families, and their communities; and

WHEREAS, the City is providing funds to Fellowship to provide recovery services including residential and respite (detoxification) beds for individuals experiencing homelessness who identify as having a substance use disorder, who reside within the corporate limits of the City of Fort Lauderdale, and are referred via Fort Lauderdale Community Court or by the Fort Lauderdale Police Department’s Homeless Outreach Team; and

WHEREAS, providing recovery services to people experiencing homelessness within the corporate limits of the City of Fort Lauderdale, who identify as having a substance use disorder, will enhance an individual’s ability to achieve stable housing and become self-sufficient, and improve public health, safety, and welfare, and thereby serve a legitimate public and municipal purpose.

NOW, THEREFORE, the City and Fellowship agree as follows:

**I. SCOPE OF SERVICES**

Fellowship shall use funds provided by the City pursuant to this Agreement to address substance use stabilization and housing designed to benefit the homeless population within the corporate limits of the City of Fort Lauderdale, Florida. Such services shall include the following:

- A. The City will refer individuals experiencing homelessness, who identify as having a substance use disorder and who voluntarily agree to services, to Fellowship via Community Court or the Fort Lauderdale Police Department's Homeless Outreach Team.
- B. Fellowship will conduct a full *Intake Assessment* for each homeless individual referred by the City to determine suitable admission for Respite / Detoxification services and/or for residential treatment program admission.
- C. Homeless individuals referred to Fellowship, via the City, for substance misuse detoxification, will receive up to 14-days of respite services based on targeted evaluation and assessment. Daily meals (breakfast, lunch, and dinner) are included in the daily rate for respite, and up to two (2) episodes of detoxification will be covered by the City for reimbursement.
- D. Individuals deemed appropriate for longer-term residential recovery treatment will actively participate in substance abuse treatment for up to 90-days. At the 90-day mark, participants making marked improvement toward their recovery goals will be assessed for stay extensions not to exceed an additional 90-days (maximum treatment stay less than or equal to 180 days / 6-months, and in no event beyond the term of this Agreement, which term may be extended upon approval of the parties as provided for in this Agreement).
- E. Fellowship will arrange for referred clients to be transported to appointments consistent with their treatment plan goals.
- F. Fellowship will attend and participate in the City's weekly Community Court to provide program information and preliminary assessment for individuals experiencing homelessness who may be viable candidates for admission.
- G. Fellowship will participate in at least monthly meetings with the City to formally report on the progress of individuals referred by the City who are receiving substance abuse detoxification and substance abuse recovery treatment and support services.
- H. Fellowship will be responsible for maintaining and reporting on services provided in accordance with City requirements and the City's Grant Agreement with the State of Florida, Department of Children and Families.
- I. Fellowship shall only accept those individuals who qualify for services as provided for in Exhibit A attached hereto.
- J. Fellowship will strive to achieve the minimum performance measures as provided for in Exhibit B.

- K. Fellowship will collect information and data necessary for City to assess the performance measures provided for in Exhibit B.
- L. Fellowship acknowledges that it is a subcontractor as contemplated in the City's agreement with the State of Florida, Department of Children and Families ("DCF Agreement"), which is attached hereto, and incorporated herein as Exhibit C. Fellowship shall comply with all subcontractor requirements delineated in DCF Agreement. Fellowship agrees to fully cooperate with City to ensure City's compliance with any and all audits, reporting, compliance and performance measures required by DCF Agreement.

## **II. TERM AND TIME OF PERFORMANCE**

The term of this Agreement shall be from February 1, 2025, through June 30, 2025. The effectiveness of this Agreement is subject to and conditioned on the City's budget appropriation to fund this Agreement and the availability of funds. With the City Manager's approval, the City reserves the right to extend this Agreement for two (2) one-year terms, provided that all terms, conditions and specifications contained herein remain the same, and the extension is mutually agreed to by amendment to this Agreement and signed by both parties. In the event the term of this Agreement extends beyond the end of the City's fiscal year, to wit, June 30<sup>th</sup>, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

## **III. PAYMENT**

The total amount to be paid by the City during the initial term of this Agreement shall not exceed **\$125,000.00**. Funds will be distributed to Fellowship Recovery on a bimonthly reimbursement basis during the initial term of this Agreement. The Participant will invoice the City for services provided beginning February 1, 2025, and ending on June 30, 2025. Respite services will be billed at a rate of \$90.00 per day not to exceed 14 days per referred client. Residential recovery services will be billed at a rate of \$38.28 per day (meals not included). Expenditures for client transportation will be reimbursed bimonthly on a cost-reimbursement basis.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or a failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

A. The Participant shall not use City funds for:

- Profit
- Alcoholic beverages
- Staff bonuses
- Lobbying services
- Legal services
- Land acquisition
- Membership fees
- Costs due to negligence
- Debt
- Audit services
- Taxes
- Unemployment compensation
- Worker's Compensation Insurance
- Recreational activities
- Receptions
- Fundraising
- Gift certificates or monetary awards
- Luxury items as determined by the City in the City's sole discretion
- Any activity that would violate any applicable law, ordinance, or regulation

**IV. FINANCIAL REPORTING**

Within ninety (90) days after the close of the Organization's fiscal year, the Organization shall submit to the City a financial statement and summary report, prepared in accordance with generally accepted accounting principles, accounting for the funds expended pursuant to this Agreement and reporting upon the manner in which they were expended. The financial statement and summary report shall be certified by a Certified Public Accountant. The financial statement and summary report shall be directed to the City as follows:

**CITY OF FORT LAUDERDALE**  
City Manager's Office – Neighbor Support  
101 NE Third Avenue, Suite 2100  
Fort Lauderdale, FL 33301

This section shall survive expiration or early termination of this Agreement.

**V. NOTICES**

Notices required by or otherwise related to this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery, or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

**City**  
City Manager  
City of Fort Lauderdale  
101 NE Third Avenue, Suite 2100  
Fort Lauderdale, FL 33301

**Participant**  
Sara Barkley  
Chief Executive Officer  
5400 W. Atlantic Blvd.  
Margate, FL 33063

## **VI. GENERAL CONDITIONS**

### **A. Independent Contractor**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Participant shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Participant is an independent contractor.

### **B. Indemnification**

Participant shall protect and defend, counsel being subject to the City's approval, and indemnify and hold harmless the City, and the City's officers, employees, and agents from and against any and all lawsuits, penalties, claims, damages, judgments, decrees, settlements, costs, charges, and other expenses or liabilities of every kind, sort, or description, including, but not limited to, any award of attorney fees and any award or costs at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from the Participant's acts or omissions in Participant's performance or nonperformance of its obligations or services under this Agreement. Without limiting the foregoing, any and all such claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, are included in the indemnity. This Section shall survive the expiration or early termination of this Agreement.

### **C. Amendments**

No modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed by the parties hereto with the same formality and of equal dignity herewith, except that the City may, in the City's sole discretion, amend this Agreement to conform with federal, state, or local governmental guidelines or policies, the availability of funds, or for other reasons.

D. Public Records

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828- 5002, CITY CLERK'S OFFICE, 1 E. BROWARD BLVD., SUITE 444, FORT LAUDERDALE, FLORIDA 33301, [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV).**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**E. Default**

Any of the following events shall constitute an “event of default” pursuant to this Agreement:

1. The Participant fails to perform any covenant or term or condition of this Agreement; or any representation or warranty of the Participant herein or in any other grant documents executed concurrently herewith or made subsequent hereto, shall be found to be inaccurate, untrue or breached.
2. If the Participant files a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, wage earner’s plan, assignment for the benefit of creditors, receivership, dissolution or similar relief under any present or future federal bankruptcy law or any other present or future applicable federal, state or other local law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Participant for all or any part of the properties of Participant; or if within ten (10) days after commencement of any proceeding against the Participant, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief under any present or future federal bankruptcy law or any other present or future federal, state or other local law, such proceeding shall not have been dismissed or stayed on appeal; or if, within ten (10) days after the appointment, without the consent or acquiescence of the Participant, of any trustee, receiver, or liquidator of the Participant, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten days after the expiration of any such stay, such appointment shall not have been vacated.
3. Participant’s breach, violation, or failure to perform any of the obligations or any of the covenants or conditions set forth in this Agreement.

Upon the occurrence of any event of default, the City shall issue written notice in accordance with Article V and the Participant shall have thirty (30) days within which to cure such default. If Participant fails to cure the default within the thirty (30) days, the City may terminate this Agreement immediately.

**F. Severability**

If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement not having been held invalid by a court of competent jurisdiction shall remain in full force and effect.

**G. Non-Discrimination**

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2024), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

**H. Scrutinized Companies**

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of

section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel.

I. Compliance

The Participant shall at all times conduct its affairs in accordance with and be in compliance with all applicable laws, ordinances, and regulations.

J. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Participant, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Participant. The Participant shall provide the City a certificate of insurance evidencing such coverage. The Participant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Participant shall not be interpreted as limiting the Participant's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Participant for assessing the extent or determining appropriate types and limits of coverage to protect the Participant against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Participant under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Participant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$500,000 combined single limit each accident.

If the Participant does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2023). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Participant waives, and the Participant shall ensure that the Participant's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Insurance Certificate Requirements

- a. The Participant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Participant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

- c. If the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Participant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Participant following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Participant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on the general liability policy.
- g. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

**The Certificate Holder should read as follows:**

City of Fort Lauderdale  
401 SE 21 Street  
Fort Lauderdale, FL 33316

The Participant has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Participant's expense.

If the Participant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Participant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Participant's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Participant that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Participant must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Participant's insurance policies.

The Participant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Participant's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Participant's responsibility to ensure that any and all of the Participant's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Participant.

**K. Subcontractors**

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned

by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. This Section shall survive the expiration or early termination of this Agreement.

**L. E-Verify**

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2024), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this section VI.L., including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, to

include all of the requirements of this section VI.L. in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

**M. Audit**

The City or the City's designee may audit the books, records, and accounts of the Participant that are related to this Agreement. The Participant shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. The Participant shall preserve and make available, at reasonable times for examination and audit by the City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law (Chapter 119, Florida Statutes) and corresponding retention schedules, or for a minimum of three (3) years after expiration or termination of this Agreement, whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the Participant shall retain the books, records, and accounts until resolution of the audit findings. The Participant shall comply with all requirements of the Florida public records law; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the Participant. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the City's disallowance of funding and recovery of any payment upon such incomplete or incorrect entry.

**N. Section Headings and Subheadings**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**O. Waiver**

The parties agree that each requirement, duty and obligation set forth in this Agreement is substantial and important to the formation of this Agreement and, therefore, is a material term. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

**P. Entire Agreement**

This Agreement shall constitute the entire agreement between City and Participant for the use of funds received pursuant to this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Participant with respect to this Agreement. No prior written or contemporaneous oral promises or representations shall be binding. Neither this Agreement nor any interest in this Agreement may be assigned, transferred, or encumbered by the Participant without the prior written consent of the City. All representations and warranties made herein regarding the Participant's indemnification obligations and obligations to maintain and allow inspection of records shall survive the termination of this Agreement.

**Q. Governing Law; Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

**R. Termination for Convenience**

The CITY has the unqualified and absolute right to terminate this Agreement at any time upon written notice by the CITY to the Participant, in which event, the Participant shall be paid its compensation for services performed up to the termination date. In the event that the Participant abandons this Agreement or causes it to be terminated, the Participant shall indemnify the CITY against any losses pertaining to such termination.

**S. Attorney Fees**

In the event that either party brings suit for enforcement of this Agreement, the Participant shall pay the City's attorney fees and costs. This Section shall survive the expiration or early termination of this Agreement.

**T. Legal Representation**

It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

**U. Anti-Human Trafficking**

As a condition precedent to the effectiveness of this Agreement, the Participant shall provide the City with an affidavit signed by an officer or a representative of the Participant under penalty of perjury attesting that the Participant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

**V. Foreign Countries of Concern**

As a condition precedent to the effectiveness of this Agreement, Participant shall provide City with an affidavit signed by an officer or representative of Participant under penalty of perjury attesting that Participant does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2024), as may be amended or revised.

**W. Participant shall indemnify, defend, and hold harmless the State of Florida and the Department of Children and Families, 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 Participant, their officers, employees, agents, partners, subcontractors, assignees, or delegees alleged caused in whole or in part by Participant, their agents, employees, partners or subcontractors; provided, however, that Participant will not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of the Department.**

**X. Reporting Arrests**

Should any of Participant's employees be arrested, Participant shall report such arrests within two business days to the Florida Office of Inspector General. Failure to comply with this requirement could result in the termination of this Agreement. Arrests may be reported to the OIG through the OIG web complaint form at the following link:

<https://forms.office.com/pages/responsepage.aspx?id=SLoN94OyV0ylMctBFEWpTB6v%204ko2zdZLnwPjVTDOR55UQVlzTVBRSFhMVkVNNzlaU1UwNUJISk9XRyQIQCN0PWc%20u&route=shorturl%20or%20via%20email%20at%20IG.Complaints@myflfamilies.com&idchked=true>

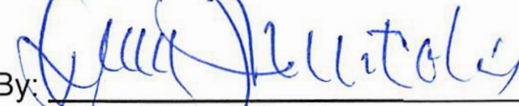
IN WITNESS WHEREOF, the City and the Participant execute this Agreement as follows:

ATTEST:

  
\_\_\_\_\_  
David R. Solomon, City Clerk



City Of Fort Lauderdale

  
By: \_\_\_\_\_  
Dean J. Trantalis, Mayor

By:   
\_\_\_\_\_  
~~Susan Grant~~ **Rickette Williams**  
Acting City Manager

Approved as to form and correctness:  
D'Wayne M. Spence, Interim City Attorney

  
\_\_\_\_\_  
Eric W. Abend  
Senior Assistant City Attorney



Florida Department of Transportation  
Tallahassee, Florida

WITNESSES:

Fellowship Recovery Community Organization, Inc.

[Signature]  
Signature

Sara Barkley  
Sara Barkley  
Chief Executive Officer

SEAN RIDGE  
Print Name

[Signature]  
Signature

Luis Somosa  
Print Name

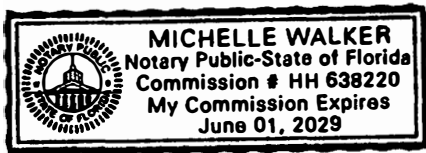
(Corporate Seal)

ATTEST:  
[Signature]  
Kyle Pollock  
Chief Operating Officer

STATE OF FLORIDA:  
COUNTY OF Broward :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 25 day of march, 2025, by Sara Barkley, as Chief Executive Officer for Fellowship Recovery Community Organization, Inc., a Florida not for Profit Corporation.

(SEAL)



[Signature]  
Notary Public, State of Florida  
(Signature of Notary Public)

Michelle Walker  
(Print, Type, or Stamped Commissioned Name of Notary Public)

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: N/A

## **EXHIBIT A – ELIGIBILITY CRITERIA**

<b>1.</b>	<b>Individuals identified for services must be at least 21 years of age and must be experiencing homelessness within the City of Fort Lauderdale boundaries.</b>
<b>2.</b>	<b>Individuals identified for services must identify as having a substance use disorder and be economically disadvantaged (unemployed or underemployed).</b>
<b>3.</b>	<b>Individuals identified must be referred to Fellowship Living via the City of Fort Lauderdale’s Police Department’s Homeless Outreach Team (HOT) or via Community Court to determine suitability for placement.</b>

## EXHIBIT B - MINIMUM PERFORMANCE MEASURES

### B.1. MINIMUM PERFORMANCE MEASURES

The following minimum quantitative performance measures shall be maintained during the term of this contract.

B.1.1	<b>25%</b> of program participants will successfully transition to stable housing at discharge.
B.1.2	<b>90%</b> of referrals received will be enrolled and receive support services within 15 calendar days from acceptance of the referral.

### B.2. PERFORMANCE EVALUATION METHODOLOGY

B.2.1	<b>Measure B.1.1.</b> will be determined by dividing the number of program participants successfully transitioned to stable housing at discharge by the total number of program participants.
B.2.2	<b>Measure B.1.3.</b> will be determined by dividing the number of referrals enrolled and receiving services within 15 calendar days by the total number of referrals received.

**EXHIBIT C**

**State of Florida Department of Children and Families (DCF) FY 2025 Grant Agreement  
for a Mental health and Substance Abuse Housing Program - Contract #JH344**

Contract Number: JH344  
 ALN Number(s):  
 CSFA Number(s):

Services:  Client  Non-Client  
 Type:  Subrecipient  Contractor  
 Funds:  Federal  State

THIS CONTRACT is entered into between the State of Florida, Department of Children and Families, (Department) and City of Fort Lauderdale, (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 enhance the quality of life for homeless individuals with mental health and substance abuse needs and promote their long-term stability to include improve behavioral health and homelessness with reducing reliance on emergency and institutional care by connecting individuals to behavioral health treatment and recovery support services that embraces System of Care principles and values., as further identified in this Contract, with payment as provided in Section 3, in an amount not to exceed \$250,000 (Contract Amount).

**1.2. Effective and End Date**

This Contract shall be effective October 1, 2024 or the last party signature date, whichever is later (Effective Date). The service performance period under this Contract shall commence on October 1, 2024 or the Effective Date of this Contract, whichever is later, and shall end at midnight, Eastern time, on June 30, 2025 (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: Luisa Agathon  
 Address: 101 NE 3<sup>rd</sup> Avenue, Suite 2100  
 City: Fort Lauderdale  
 State: Florida Zip: 33301  
 Phone: 954.828.5271 Ext.:  
 E-mail: Lagathon@fortlauderdale.gov

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

Name: Luisa Agathon  
 Address: 101 NE 3<sup>rd</sup> Avenue, Suite 21000  
 City: Fort Lauderdale  
 State: Florida Zip: 33301  
 Phone: 954.828.5271 Ext.:  
 E-mail: Lagathon@fortlauderdale.gov

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

Name: Carole Mitchell  
 Address: 101 NE 3<sup>rd</sup> Avenue, Suite 2100  
 City: Fort Lauderdale  
 State: Florida Zip: 33301

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

Name: Quenitra Knight  
 Address: 2415 North Monroe Street, Suite 400  
 City: Tallahassee  
 State: Florida Zip: 32303

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

Phone: 954.828.4246 Ext.: \_\_\_\_\_

E-mail: [CaMitchell@fortlauderdale.gov](mailto:CaMitchell@fortlauderdale.gov)

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

Phone: 850.717.4401 Ext.: \_\_\_\_\_

E-mail: [Quenitra.Knight@myflfamilies.com](mailto:Quenitra.Knight@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 F2;

**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  $[(\text{initial investment}) \times (\text{length of time from purchase to disposal}/\text{the term of the security interest})]$ ; 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.

CITY OF FORT LAUDERDALE

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature: 

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

Name: ANTHONY Fajardo

Name:

Title: Assistant City Manager

Title:

Date: 12/24/2024


Date:

Federal Employer Identification Number (FEIN) or Social Security Number (SSN): 59-6000319

Provider Fiscal Year Ending Date: 6/30

APPROVED AS TO FORM

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

  
Eric W. end  
Senior Assistant City Attorney

## EXHIBIT A – SPECIAL PROVISIONS

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

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

**A.1.1.** In addition to the provisions of 1.6.1.3., the following program specific terms apply to this contract:

**A.1.1.1. Available Bed Day:** an available bed day is a 24-hour service unit during which all appropriate and necessary care and services are available to meet the individual needs. A bed is defined as available if it can be occupied by a referred individual within the prescribed timeframes.

**A.1.1.2. Mental Health or Substance Abuse Transitional Beds:** a short-term accommodation to help people with mental illness or substance abuse to transition to less restrictive setting.

### **A.2. STATEMENT OF WORK**

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

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

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

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

**A.4.1.** The requirements of 4.8.1.- 4.8.4. are waived for any Provider or subcontractor with tort liability subject to §768.28, F.S., and for which evidence of insurance is found at <https://myfloridacfo.com/Division/Risk/>, or is otherwise insured or self-insured to the same degree as the Department..

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

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

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

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

### **A.7. OTHER TERMS**

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

### **A.7.2. FEDERAL FUNDS APPLICABILITY**

**A.7.3.** There are no additional provisions to this section of the Standard Contract.

### **A.8. CLIENT SERVICES APPLICABILITY**

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

### **A.9. PROPERTY**

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

### **A.10. AMENDMENT IMPACT**

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

## **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 the contract. Authorities include but are not limited to the following:

### **A1.1. FEDERAL AUTHORITY**

- A1.1.1. Block Grants Regarding Mental Health and Substance Abuse**
- A1.1.2. Block Grants for Community Mental Health Services**
  - A1.1.2.1. 42 U.S.C. §§ 300x, et seq.**
- A1.1.3. Block Grants for Prevention and Treatment of Substance Abuse**
  - A1.1.3.1. 42 U.S.C. §§ 300x-21 et seq.**
  - A1.1.3.2. 45 CFR Part 96, Subpart L**
- A1.1.4. Department of Health and Human Services, General Administration, Block Grants**
  - A1.1.4.1. 45 CFR Part. 96**
- A1.1.5. Charitable Choice Regulations Applicable to Substance Abuse Block and PATH Grants**
  - A1.1.5.1. 42 CFR Part 54**
- A1.1.6. Confidentiality of Substance Use Disorder Patient Records**
  - A1.1.6.1. 42 CFR Part 2**
- A1.1.7. Security and Privacy**
  - A1.1.7.1. 45 CFR Part 164**
- A1.1.8. Supplemental Security Income for the Aged, Blind and Disabled**
  - A1.1.8.1. 20 CFR Part 416**
- A1.1.9. Temporary Assistance to Needy Families (TANF)**
  - A1.1.9.1. 42 U.S.C. §§ 601 - 619**
  - A1.1.9.2. 45 CFR, Part 260**
- A1.1.10. Projects for Assistance in Transition from Homelessness (PATH)**
  - A1.1.10.1. 42 U.S.C. §§ 290cc-21 – 290cc-35**
- A1.1.11. Equal Opportunity for Individuals with Disabilities (Americans with Disabilities Act of 1990)**
  - A.1.1.11.1.42 U.S.C. §§ 12101 - 12213**
- A1.1.12. Prevention of Trafficking (Trafficking Victims Protection Act of 2000)**
  - A1.1.12.1. 22 U.S.C. § 7104**
  - A1.1.12.2. 2 CFR Part 175**
- A1.1.13. Government-wide Requirements for Drug-Free Workplace (Financial Assistance)**
  - A1.1.13.1. 2 CFR Part 182**
  - A1.1.13.2. 2 CFR Part 382**
- A1.1.14. 42 CFR Part 8 – Medications for the Treatment of Opioid Use Disorder**
- A1.1.15. 21 CFR Chapter II Drug Enforcement Administration, Department of Justice**
- A1.1.16. Substance Abuse and Mental Health Services Administration. Federal Guidelines for Opioid Treatment Programs. HHS Publication No. (SMA) PEP15-FEDGUIDEOTP. Rockville, MD: Substance Abuse and Mental Health Services Administration, 2015.**
- A1.1.17. United States, DOJ Drug Enforcement Administration. "Registration Requirements for Narcotic Treatment Programs With Mobile Components." 86 Fed. Reg. 33,861 (June 28, 2021).**

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

- A1.2.1. Child Welfare and Community Based Care**
  - A1.2.1.1. Ch. 39, F.S., Proceedings Relating to Children**
  - A1.2.1.2. Ch. 402, F.S., Health and Human Services: Miscellaneous Provisions**
- A1.2.2. Substance Abuse and Mental Health Services**
  - A1.2.2.1. Ch. 381, F.S., Public Health: General Provisions**
  - A1.2.2.2. Ch. 386, F.S., Particular Conditions Affecting Public Health**
  - A1.2.2.3. Ch. 394, F.S., Mental Health**
  - A1.2.2.4. Ch. 395, F.S., Hospital Licensing and Regulation**
  - A1.2.2.5. Ch. 397, F.S., Substance Abuse Services**
  - A1.2.2.6. Ch. 400, F.S., Nursing Home and Related Health Care Facilities**
  - A1.2.2.7. Ch. 414, F.S., Family Self-Sufficiency**
  - A1.2.2.8. Ch. 458, F.S., Medical Practice**
  - A1.2.2.9. Ch. 464, F.S., Nursing**
  - A1.2.2.10. Ch. 465, F.S., Pharmacy**
  - A1.2.2.11. Ch. 490, F.S., Psychological Services**
  - A1.2.2.12. Ch. 491, F.S., Clinical, Counseling, and Psychotherapy Services**
  - A1.2.2.13. Ch. 499, F.S., Florida Drug and Cosmetic Act**
  - A1.2.2.14. Ch. 553, F.S., Building Construction Standards**
  - A1.2.2.15. Ch. 893, F.S., Drug Abuse Prevention and Control**
  - A1.2.2.16. § 409.906(8), F.S., Optional Medicaid Services – Community Mental Health Services**
- A1.2.3. Developmental Disabilities**
  - A1.2.3.1. Ch. 393, F.S., Developmental Disabilities**
- A1.2.4. Adult Protective Services**
  - A1.2.4.1. Ch. 415, F.S., Adult Protective Services**
- A1.2.5. Forensics**
  - A1.2.5.1. Ch. 916, F.S., Mentally Ill and Intellectually Disabled Defendants**
  - A1.2.5.2. Ch. 985, F.S., Juvenile Justice; Interstate Compact on Juveniles**
  - A1.2.5.3. § 985.19, F.S., Incompetency in Juvenile Delinquency Cases**
  - A1.2.5.4. § 985.24, F.S., Use of detention; prohibitions**
- A1.2.6. State Administrative Procedures and Services**
  - A1.2.6.1. Ch. 119, F.S., Public Records**
  - A.1.2.6.2. Ch. 120, F.S., Administrative Procedures Act**
  - A1.2.6.3. Ch. 287, F.S., Procurement of Personal Property and Services**
  - A1.2.6.4. Ch. 435, F.S., Employment Screening**
  - A1.2.6.5. Ch. 815, F.S., Computer-Related Crimes**
  - A1.2.6.6. Ch. 817, F.S., Fraudulent Practices**
  - A1.2.6.7. § 112.061, F.S., Per Diem and travel expenses of public officers, employees, and authorized persons; statewide travel management system**
  - A1.2.6.8. § 112.3185, F.S., Additional standards for state agency employees**

**A1.2.6.9.** § 215.422, F.S., Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance

**A1.2.6.10.** § 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

**A1.3.1.1.** Ch. 65C-45, F.A.C., Levels of Licensure

**A1.3.1.2.** Ch. 65C-46, F.A.C., Child-Caring Agency Licensing

**A1.3.1.3.** Ch. 65C-15, F.A.C., Child-Placing Agencies

**A1.3.2.** Substance Abuse and Mental Health Services

**A1.3.2.1.** Ch. 65D-30, F.A.C., Substance Abuse Services Office

**A1.3.2.2.** Ch. 65E-4, F.A.C., Community Mental Health Regulation

**A1.3.2.3.** Ch. 65E-5, F.A.C., Mental Health Act Regulation

**A1.3.2.4.** Ch. 65E-11, F.A.C., Behavioral Health Services

**A1.3.2.5.** Ch. 65E-12, F.A.C., Public Mental Health Crisis Stabilization Units and Short-Term Residential Treatment Programs

**A1.3.2.6.** Ch. 65E-14, F.A.C., Community Substance Abuse and Mental Health Services - Financial Rules

**A1.3.2.7.** Ch. 65E-20, F.A.C., Forensic Client Services Act Regulation

**A1.3.2.8.** Ch. 65E-26, F.A.C., Substance Abuse and Mental Health Priority Populations and Services

**A1.3.3.** Financial Penalties

**A1.3.3.1.** Ch. 65-29, F.A.C., Penalties on Service Providers

### **A1.4. MISCELLANEOUS**

**A1.4.1.** Department of Children and Families Operating Procedures

**A1.4.1.1.** 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

**A1.4.1.2.** CFOP 155-11, Title XXI Behavioral Health Network

**A1.4.1.3.** CFOP 155-47, Processing Referrals from the Department Of Corrections

**A1.4.1.4.** CFOP 215-6, Incident Reporting and Analysis System (IRAS)

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

**A1.4.2.1.** § 215.425, F.S., Extra Compensation Claims prohibited; bonuses; severance pay

**A1.4.2.2.** § 215.97, F.S., Florida Single Audit Act

**A1.4.2.3.** § 215.971, F.S., Agreements funded with federal or state assistance

**A1.4.2.4.** Ch. 69I-42, F.A.C., Travel Expenses

**A1.4.2.5.** Ch. 69I-5, F.A.C., State Financial Assistance

**A1.4.2.6.** CFO Memorandum No. 01, Contract and Grant Reviews and Related Payment Processing Requirements

**A1.4.2.7.** CFO Memorandum No. 02, Reference Guide for State Expenditures

**A1.4.2.8.** CFO Memorandum No. 04., Guidance on all Contractual Service Agreements Pursuant to § 215.971, Florida Statutes

**A1.4.2.9.** CFO Memorandum No. 20., Compliance Requirements for Agreements

**A1.4.2.10.** 2 CFR, Part 180, Office of Management and Budget Guidelines to Agencies on Government Wide Debarment and Suspension (Non-procurement)

**A1.4.2.11.** 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>

**A1.4.2.12.** 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

**A1.4.2.13.** 45 CFR, Part 75, Uniform Administration Requirements, Cost Principles, and Audit Requirements for HHS Awards

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

**A1.4.3.1.** § 394.74(3)(e), F.S., Data Submission

**A1.4.3.2.** § 394.9082, F.S., Behavioral health managing entities

**A1.4.3.3.** § 394.77, F.S., Uniform management information, accounting, and reporting systems for providers

**A1.4.3.4.** § 397.321(3)(c), F.S., Data collection and dissemination system

**A1.4.3.5.** DCF PAM 155-2, Financial and Services Accountability Management System (FASAMS)

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## EXHIBIT B – SCOPE OF WORK

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

**B.1.1.** The City of Fort Lauderdale Homeless Mental Health and Substance Abuse Housing Program aims to enhance the quality of life for homeless individuals with mental health and substance abuse needs and promote their long-term stability. The primary objectives include enhancing behavioral health and reducing homelessness through the provision of wrap-around services and temporary beds in a 24-hour service unit in which all appropriate and necessary care and services are available to meet the individual needs. The program seeks to increase community stability by connecting individuals to behavioral health treatment and recovery support services. The strategy is to expand and strengthen community-based, family-friendly services, and coordinated care management to embrace system of care principles and values.

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

**B.2.1.** The primary goal of this contract is for the Provider to engage in a subcontracting agreement with community organizations to facilitate the delivery of the City of Fort Lauderdale Homeless Mental Health and Substance Abuse Program in accordance with the terms in **Exhibit C**.

**B.2.2.** The program major goal is to transition individuals from immediate crisis management to long-term mental health and substance abuse treatment and community integration, utilizing natural supports wherever possible.

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

**B.3.1.** The Provider's administrative office shall be located at the address specified in **1.3.1**.

**B.3.2.** The Provider's administrative office shall be open from 9:00 AM to 5:00 PM, Eastern Standard Time, Monday through Friday, with the exception for official state of Florida holidays.

**B.3.3.** The Provider shall notify the Contract Manager, in writing, 30 calendar days in advance of any changes in the street or mailing address, telephone number, electronic mail address, or facsimile number affecting the Department's ability to contract the Provider.

**B.3.4.** The Provider shall serve Circuit 17, Broward County.

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

**B.4.1.** The Provider is responsible for determining eligibility and adhering to the eligibility requirements. Clients to be served are persons with poor mental health, jobless, economically disadvantaged, the homeless, and individuals experiencing homelessness identified with a mental health and/or substance abuse condition.

### **B.5. CLIENT ELIGIBILITY**

**B.5.1.** Eligibility criteria must be clearly delineated in a written policy statement by the Provider. It is the Provider's responsibility to determine individual eligibility for services in accordance with the Provider's written intake policies and procedures, and the terms of this Contract.

### **B.6. CLIENT DETERMINATION**

**B.6.1.** The City of Fort Lauderdale shall be the final authority on eligibility into the program and retains the right to override any decision of the subcontractor with regards to an admission. Prior to making any decision, the City of Fort Lauderdale and subcontractor will collaborate on consumer eligibility to determine admission decisions when the person serve's needs exceed the current capacity or resources of the subcontractor.

### **B.7. EQUIPMENT**

**B.7.1.** The Provider shall be responsible for supplying all equipment necessary to perform and complete the services described herein including computers, telephones, copier, and fax machine, supplies, and maintenance.

**B.8. CONTRACT LIMITS**

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## EXHIBIT C – TASK LIST

**The Provider shall perform all functions necessary for the proper delivery of services including the following:**

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

**C.1.1.** The Provider is required to establish a subcontracting agreement to facilitate the delivery of the City of Fort Lauderdale Homeless Mental Health and Substance Abuse program, as follows:

**C.1.1.1.** Provision of an available bed day in accordance with **A.1.1.1.**

**C.1.1.2.** Provision of wrap-around services such as mental health counseling, substance abuse treatment, case management, healthcare access, and housing navigation services.

**C.1.2.** The Provider shall evaluate all individuals to determine the appropriateness of the program and services offered by the subcontractor, or available in the community, to meet the needs of the individuals. The determination of acceptance shall be in accordance with the approved Providers written policy as required in **B.5.1.**

**C.1.2.1.** When the determination of acceptance is made by the Provider a referral for services and/or bed shall be submitted to the program facilitator (subcontractor), within 15 calendar days of the determination.

**C.1.2.2.** When the determination of acceptance is made and a bed is not available, the Provider shall establish a wait list, not to exceed five individuals per gender. In the event a bed is not available, the subcontractor will notify the Provider to suspend additional referrals until a vacancy occurs.

**C.1.2.3.** When a vacancy occurs, the Provider shall refer individuals from the waitlist within 5 calendar days after the vacancy occurs.

**C.1.2.4.** When an individual is temporarily absent from the program due to medical necessity, including admittance into a crisis stabilization unit, or to support discharge planning for transition to a less restrictive community environment, the subcontractor shall hold the bed for up to 14 calendar days.

**C.1.2.5.** If the individual is absent longer than 14 calendar days, the Provider shall remove the individual on its daily census. The individual may subsequently be re-admitted to the program if a bed vacancy exists upon the individual's return.

**C.1.2.6.** The Provider may request an extension to hold the bed beyond the 14 calendar days described in section C.1.2.5 above based on the individual's needs. Such requests shall be submitted in writing to the Contract Manager no less than two calendar days before the expiration of the bed hold.

**C.1.3.** The Provider is required to report the number of individuals who were not accepted into the program by the subcontractor based on the referrals received during the service period.

**C.1.4.** The Provider is responsible for ensuring that all individuals who are referred to the program and not accepted by the subcontractor, are reevaluated, and ensure all appropriate and necessary care, if available, are offered services to meet the individuals' needs.

**C.1.5.** The Provider shall maintain detailed records of all support services delivered by the subcontractor and community partners. The documentation shall be available to the Department upon request and shall be submitted to the Department electronically.

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

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

**C.2.1.1.** The Provider is responsible for ensuring that the subcontractor responsible for facilitating the delivery of the City of Fort Lauderdale Homeless Mental Health and Substance Abuse program, maintains clinical and therapeutic staffing levels in accordance with the approval agency capacity report, applicable professional qualifications, rules, statues, licensing standards and policies and procedures.

**C.2.1.2.** The Provider shall report to the Department any vacancies reported by the subcontractor of the clinical and therapeutic positions exceeding 60 days by the 10th day of each month.

**C.2.1.3.** The Provider is responsible to maintain an adequate administrative organizational structure and staff, paid or volunteer, sufficient to meet its contractual responsibilities. In the event the Department determines that the staffing levels do not conform, the Department shall advise the Provider in writing and the Provider shall have 30 calendar days to remedy the identified staffing deficiencies.

## **C.2.2. Staffing Changes**

**C.2.2.1.** The Provider shall submit written notification to the Contract Manager within three calendar days of any staffing changes in the positions of Chief Executive Officer or equivalent, Chief Financial Officer, Medical Director, Clinical Director, Data Security Officer, or Single Point of Contact or any other position which may interfere with the ability to deliver the agreed-upon services.

## **C.2.3. Professional Qualifications**

Minimum professional qualifications shall be determined by the Provider.

## **C.2.4. Subcontracting**

**C.2.4.1.** This contract allows the Provider to subcontract for the provision of all services under this contract, subject to the provisions of 4.6 and 4.7.2.

**C.2.4.2.** A copy of each executed subcontract shall be provided to the Contract Manager within 10 calendar days of the execution date. Payment to the Provider shall not be authorized until the Contract Manager is in receipt of each executed subcontract.

**C.2.4.3.** The Provider is required to obtain approval before making any changes to their subcontracts. The Contract Manager must approve the request before any changes can be made. A copy of each subcontract amendment shall be provided to the Contract Manager within 20 calendar days of execution of the amendment.

**C.2.4.4.** The Provider shall submit a copy of the subcontractor's Year-end Expenditure Report within 30 days following the end of the fiscal year. Any unearned or unused State funds must be returned to the Department in accordance with the terms in 3.5.

## **C.2.5. Records and Documentation**

**C.2.5.1.** The Provider shall maintain sufficient documentation to provide evidence of service delivery which allows tracking of all supports and services provided. Records and documentation must be developed and maintained in accordance with this Contract and provisions of state and federal laws. The Provider shall maintain supporting documentation for invoices (i.e., time keeping and expense documentation) for expenditures incurred and for delivery of services. This supporting documentation shall be provided to the Department upon request. Where permitted under applicable law, access by the public shall be permitted without delay.

## **C.3. Reports**

In addition to the invoices required by **Exhibit F**, the Provider shall submit the following reports.

### **C.3.1. Program Status Report**

**C.3.1.1.** A monthly census report to include all individuals served under the program to accurately track bed availability, number of referrals received, and number of referrals accepted or rejected to the program. The monthly census report shall be submitted electronically to the Contract Manager listed under 1.3.4. by the 10<sup>th</sup> day of each month.

**C.3.1.2.** A report summarizing the activities for each quarter must be submitted to the Contract Manager 15 business days following the end of the reporting quarter. The summary report shall include the information outlined in C.1.

**C.3.1.3.** A final report shall be submitted as an annual summary of activities conducted during the fiscal year, 30 business days following the end of the fiscal year.

**C.3.2. Performance Data Report (Exhibit E1)** The Provider shall report the Minimum Performance Measures achieved for the reporting period according to the Performance Measure Methodology as described in E.1. and E.2.

**C.3.3.** A monthly Agency Capacity Report (**Exhibit C2**) to include the agency's capacity to deliver services shall be submitted 10 business days following the end of the previous month.

### **C.3.4. Expenditure Report**

**C.3.4.1.** A quarterly report documenting the expenditure of funds provided by this Contract, using a customized template to be provided by the Department.

**C.3.4.2.** A final expenditure report documenting the annual actual expenditure of funds provided by this contract.

### **C.3.5. Executive Office of The Governor Office on Policy and Budget Report**

The Provider shall submit the following reports directly to the Contract Manager documenting the Return on Investment (ROI) for funding received through this contract.

**C.3.5.1.** The Initial ROI Report shall include projected positive returns based on fiscal year funding. The Initial ROI Report shall be submitted to the Contract Manager within 30 days of contract execution.

**C.3.5.2.** Quarterly ROI Reports identifying the positive return the state will receive by providing the funding and updates of project results shall be submitted to the Contract Manager within 15 days after the end of each quarter.

**C.3.5.3.** End of Year ROI Report calculating total ROI for the whole Fiscal Year service period. This report shall be due to the Contract Manager by September 1.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**C.3.6. Reports (programmatic and to support payment)**

**C.3.6.1. Programmatic Reports**

<b>Report Title</b>	<b>Reporting Frequency</b>	<b>Report Due Date</b>	<b>Number of Copies Due</b>	<b>DCF Office Address(es) to Received Report</b>
Quarterly Invoice ( <b>Exhibit F1</b> )	Quarterly	Within 15 days following the end of the quarter	One via E-mail	Contract Manager
Agency Capacity Report ( <b>Exhibit C2</b> )	Monthly	10 days following the end of the previous month	One via E-mail	Contract Manager
Staff Vacancy Report	Monthly	10 days following the end of the previous month, if applicable.	One via E-mail	Contract Manager
Performance Data Report ( <b>Exhibit E1</b> )	Quarterly	Within 15 days following the end of the quarter	One via E-mail	Contract Manager
EOG/OPB Initial ROI Report ( <b>Exhibit C1</b> )	One Time	30 days from Execution of the Contract	One via E-mail	Contract Manager
EOG/OPB Quarter ROI Report ( <b>Exhibit C1.1</b> )	Quarterly	Within 15 days following the end of the quarter	One via E-mail	Contract Manager
EOG/OPB Final ROI Report ( <b>Exhibit C1.2</b> )	One Time	By September 1 <sup>st</sup>	One via E-mail	Contract Manager
Quarterly Expenditure Report	Quarterly	15 days following the end of the previous quarter	One via E-mail	Contract Manager
Final Expenditure Report	Annually	30 days following the end of the Fiscal Year	One via E-mail	Contract Manager

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



# EXHIBIT C1

## Projected - Proviso Project Return on Investment Report

**Purpose:** This report serves to track the progress of **proviso projects** and quantify the return on investment, in both financial and human terms. This report should be completed and submitted to the Department within 30 days of the effective date of the contract.

### General Information

\_\_\_\_\_ General Appropriations Act      Specific Appropriation #: \_\_\_\_\_  
Year

Provider: \_\_\_\_\_      Project Name: \_\_\_\_\_

\*Project Start Date: \_\_\_\_\_      Proviso Allocation Amount: - \$ \_\_\_\_\_

Reporting Period: FY 2024/2025 Projected

### Brief Project Description

Target Population: (check all that apply):  Adults  Children  At-Risk  Mental Health only  Substance Use only  Co-Occurring Disorders  Criminal/Juvenile Justice  Child Welfare  Homeless  Veterans  Other (provide details):

Individuals for involuntary and voluntary examination under the Baker Act.

Projected Length of Services (if using an average, please note so):

Projected Description of Services Offered:

Location of Service Provision (i.e., office, school, home, jail, etc.):

Projected Project Staffing Plan and Credentials (i.e., # of staff, title, education level):

Projected Project Goal(s) as stated on the Local Funding Initiative Request:

**Projected Outputs and Outcomes**

**Contracted Targets** (*list the performance measures and associated targets outlined in your contract*):

Individuals to be Served: \_\_\_\_\_

Contractual Performance Measures for this project:

Projected unduplicated number of individuals served: Reporting Period \_\_\_\_\_ Year to Date \_\_\_\_\_

**Projected Performance Outcomes** (*i.e., improvement in functioning, decrease in substance use, increase in employment or school attendance, increase in recovery capital, etc.*):

If not a service project, list applicable outputs (*i.e., # of individuals trained, # of site impressions, etc.*):

If applicable, describe a success story:  N/A

Projected Cost

Expenditures for entire allocation: Reporting Period \$ \_\_\_\_\_ Year to Date \$ \_\_\_\_\_

Cost per person: \$ \_\_\_\_\_ (Divide Year to Date Expenditures by Year to Date Unduplicated # of individuals served)

Projected Cost Avoidance this Quarter (use table below to demonstrate cost avoidance and provide a narrative on your methodology):

Example:

Intervention Avoided	# of Individuals Diverted	# of Days Diverted	Cost per Day	Cost Avoidance
Residential Treatment Center - SIPP			\$	\$

Intervention Avoided	# of Individuals Diverted	# of Days Diverted	Cost per Day	Cost Avoidance
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
			TOTAL	\$ 0.00

Projected Cost Avoidance Narrative (explanation of methodology):

## EXHIBIT C1.1

### Quarterly - Proviso Project Return on Investment Report



OFFICE OF SUBSTANCE ABUSE  
AND MENTAL HEALTH  
MYFLFAMILIES.COM

**Purpose:** This report serves to track the progress of proviso projects and quantify the return on investment, in both financial and human terms. This report should be completed quarterly and submitted to the Department by October 15, January 15, April 15, and July 15.

#### General Information

\_\_\_\_\_ General Appropriations Act      Specific Appropriation #: \_\_\_\_\_  
Year

Provider: \_\_\_\_\_ Project Name: \_\_\_\_\_

\*Project Start Date: \_\_\_\_\_ Proviso Allocation Amount: \$ \_\_\_\_\_

Reporting Period:  Quarter (Q) 1 (July-Sep)  Q 2 (Oct-Dec)  Q 3 (Jan-March)  Q 4 (April-June)

#### Brief Project Description

Target Population: (check all that apply):  Adults  Children  At-Risk  Mental Health only  Substance Use only  Co-Occurring Disorders  Criminal/Juvenile Justice  Child Welfare  Homeless  Veterans  Other (provide details):

Individuals for involuntary and voluntary examination under the Baker Act

Length of Services (if using an average, please note so):

Description of Services Offered:

Location of Service Provision (i.e., office, school, home, jail, etc.):

Project Staffing Plan and Credentials (i.e., # of staff, title, education level):

Project Goal(s) as stated on the Local Funding Initiative Request:

**Outputs and Outcomes**

**Contracted Targets** (*list the performance measures and associated targets outlined in your contract*):

Individuals to be Served: \_\_\_\_\_

Contractual Performance Measures for this project:

**Actual** unduplicated number of individuals served: Reporting Period \_\_\_\_\_ Year to Date \_\_\_\_\_

**Actual Performance Outcomes** (*i.e., improvement in functioning, decrease in substance use, increase in employment or school attendance, increase in recovery capital, etc.*):

If not a service project, list applicable outputs (*i.e., # of individuals trained, # of site impressions, etc.*):

If applicable, describe a success story:  N/A

**Cost**

Expenditures for entire allocation: Reporting Period \$ \_\_\_\_\_ Year to Date \_\_\_\_\_

Cost per person \$ \_\_\_\_\_ (Divide Year to Date Expenditures by Year to Date Unduplicated # of individuals served)

Cost Avoidance this Quarter (use table below to demonstrate cost avoidance and provide a narrative on your methodology):

Example:

Intervention Avoided	# of Individuals Diverted	# of Days Diverted	Cost per Day	Cost Avoidance
Residential Treatment Center - SIPP	2	90	\$487.42	\$87,735.60

Intervention Avoided	# of Individuals Diverted	# of Days Diverted	Cost per Day	Cost Avoidance
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
			TOTAL	\$ 0.00

Cost Avoidance Narrative (explanation of methodology):



## EXHIBIT C1.2

### Final - Proviso Project Return on Investment Report

**Purpose:** This report serves to track the progress of proviso projects and quantify the return on investment, in both financial and human terms. This report should be completed and submitted to the Department by September 1.

#### General Information

\_\_\_\_\_ General Appropriations Act      Specific Appropriation #: \_\_\_\_\_  
Year

Provider: \_\_\_\_\_ Project Name: \_\_\_\_\_

\*Project Start Date: \_\_\_\_\_ Proviso Allocation Amount: \$ \_\_\_\_\_

Reporting Period:  Quarter (Q) 4 (Apr-Jun)

#### Brief Project Description

Target Population: (check all that apply):  Adults  Children  At-Risk  Mental Health only  Substance Use only  Co-Occurring Disorders  Criminal/Juvenile Justice  Child Welfare  Homeless  Veterans  Other (provide details):

Individuals for involuntary and voluntary examination under the Baker Act

Length of Services (if using an average, please note so):

Description of Services Offered:

Location of Service Provision (i.e., office, school, home, jail, etc.):

Project Staffing Plan and Credentials (i.e., # of staff, title, education level):

Project Goal(s) as stated on the Local Funding Initiative Request:

**Final Outputs and Outcomes**

**Contracted Targets** (*list the performance measures and associated targets outlined in your contract*):

Individuals to be Served: \_\_\_\_\_

Contractual Performance Measures for this project:

**Final unduplicated number of individuals served:** Reporting Period \_\_\_\_\_ Year to Date \_\_\_\_\_

**Final Performance Outcomes** (*i.e., improvement in functioning, decrease in substance use, increase in employment or school attendance, increase in recovery capital, etc.*):

If not a service project, list applicable outputs (*i.e., # of individuals trained, # of site impressions, etc.*):

If applicable, describe a success story:  N/A

**Final Cost**

Expenditures for entire allocation: Reporting Period \$ \_\_\_\_\_ Year to Date \$ \_\_\_\_\_

Cost per person: \$ \_\_\_\_\_ (Divide Year to Date Expenditures by Year to Date Unduplicated # of individuals served)

Final Cost Avoidance (use table below to demonstrate cost avoidance and provide a narrative on your methodology):

Example:

Intervention Avoided	# of Individuals Diverted	# of Days Diverted	Cost per Day	Cost Avoidance
Residential Treatment Center - SIPP			\$	\$

Intervention Avoided	# of Individuals Diverted	# of Days Diverted	Cost per Day	Cost Avoidance
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
			TOTAL	\$ 0.00

Final Cost Avoidance Narrative (explanation of methodology):

**C.3.6.2. Administrative Documents**

<b>Document Title</b>	<b>Reporting Frequency</b>	<b>Report Due Date</b>	<b>Number of Copies Due</b>	<b>DCF Office Address(es) to Received Report</b>
Property Inventory & Disposition ( <b>Exhibit F2</b> )	One Time	30 days following the end of the Fiscal Year	One via E-mail	Contract Manager
Civil Rights Compliance Checklist	Annually	Within 30 days of Contract Execution and annually thereafter.	One via E-mail	Contract Manager
Financial Audit	Annually	180 days after the end of the Provider year or within 30 days audit report, whichever occurs first	One hard Copy to Contract Manager One Electronic Copy to OIG	Contract Manager
Employment Screening Affidavit	Annually	Within 30 days of Contract Execution and annually thereafter (no more than 13 months apart)	One via E-mail	Contract Manager
Authorized Signature Authority for the Provider's Representative to Sign Contract	Initial and if changes	Due on or prior to contract begin date and when there are changes	One via E-mail	Contract Manager
General Liability Insurance	Annually	Due on or prior to contract begin date and annually prior to expiration.	One via E-mail	Contract Manager
Executive Compensation Annual Report	Annually	Due on or prior to contract begin date and annually thereafter by May 1.	One via E-mail	Contract Manager

**C.3.7.** Tasks and activities under this Contract shall be documented in the preceding reports. Mere receipt of reports shall not be construed to mean or imply acceptance of those reports or services. The Department reserves the right to reject reports or invoices as incomplete, inadequate, or unacceptable.

**C.3.8. Reporting Certification Statement** All reports submitted must contain the following statement:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise.”

**C.3.9.** Submit all reports and invoices to the Department assigned Contract Manager listed in **1.3.4.**

**C.3.9.1.** Where the 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 constitute a separate act and must be approved by the contract manager as such.

**C.3.9.2.** The Department or the Department of Financial Services reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the contract or the Department of Financial Services Reference Guide for State Expenditure, herein incorporated by reference. The Department, at its option, may allow additional time within which the Provide may remedy the objections noted by the Department, or the Department may, after giving the Provider a reasonable opportunity to complete, make adequate or acceptable, and declare this contract agreement to be in default. The Department reserves the right to make final determination regarding the acceptance of all required reports.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## **EXHIBIT D – DELIVERABLES**

### **D.1. SERVICE UNIT**

**D.1.1.** A service unit is one quarter of program services as outlined in **C.1.** through **C.2.**

### **D.2. SERVICE TARGETS**

**D.2.1.** The Provider will ensure 100 individuals are served annually through the City of Fort Lauderdale Homeless Mental Health and Substance Abuse program by executing a subcontract with an agency to carry out the activities outlined in **C.1.** through **C.2.**

### **D.3. PERFORMANCE MEASURE FOR ACCEPTANCE OF DELIVERABLES**

**D.3.1.** Satisfactory performance shall be demonstrated by maintaining an average daily utilization of Mental Health and Substance Abuse Transition Beds, rounded to the nearest integer.

**D.3.2.** Minimum satisfactory performance of the tasks outlined in **C.1.** shall be demonstrated by submission of the quarterly Performance Data report as described in **C.3.1.** and approved by the Department.

**D.3.3.** In the event the Provider fails to achieve the measures in **D.2.1.**, the Department shall apply the provisions in **F.4.**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## **EXHIBIT E – MINIMUM PERFORMANCE MEASURES**

### **E.1. MINIMUM PERFORMANCE MEASURES**

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

**E.1.1.** 25% of program participants will successfully transition to stable housing at discharge.

**E.1.2.** 5% decrease in emergency calls related to homelessness and mental health issues.

**E.1.3.** 90% of referrals received will be enrolled and receive support services within 15 calendar days from acceptance of the referral.

### **E.2. PERFORMANCE EVALUATION METHODOLOGY**

**E.2.1.** The measure in E.1.1. will be determined by dividing the number of program participants successfully transitioned to stable housing at discharge by the total number of program participants.

**E.2.2.** The measure in E.1.2. will be determined by dividing the number of emergency calls received related to homelessness and mental health issues during the reporting year by the number of emergency calls received related to homelessness and mental health issues during the previous year.

**E.2.3.** The measure in E.1.3. will be determined by dividing the number of referrals enrolled and receiving services within 15 calendar days by the total number of referrals received.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**Exhibit E1  
 QUARTERLY PERFORMANCE REPORT  
 Fiscal Year 2024-2025**

<b>Provider Name</b>		
<b>Contract Number</b>		<b>Reporting Quarter</b>
<b>Quarterly Deliverable (as identified in D.2.1.)</b>		
<b>Total number of individuals served this quarter:</b>	<b>Total number of individuals served year to date:</b>	<b>Target by 06/30/2025:</b>
<b>E.1.1. Transition Rate of 25% to stable housing for all program participants by 06/30</b>	<b>Target: 25%</b>	<b>Actual:</b>
<b>E.1.2. Total number of emergency calls related to homelessness and mental health issues.</b>	<b>Total number of emergency calls related to homelessness and mental health issues this Quarter.</b>	<b>Total number of emergency calls related to homelessness and mental health issues YTD</b>
<b>Target: 5% decrease</b>	<b>This Quarter:</b>	<b>YTD:</b>
<b>E.1.3. Total Percentage of referrals enrolled and receiving support services within 15 days.</b>	<b>Target: 90%</b>	<b>Actual:</b>
<b>Target: 90%</b>		
<p>By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. Additionally, I certify that all reports supporting this invoice have been submitted to the Department in accordance with this agreement.</p>		
<b>Authorized Name and Title</b>		

**EXHIBIT F – METHOD OF PAYMENT**

**F.1. MINIMUM FINANCIAL SPECIFICATIONS**

F.1.1. This is a fixed price (unit cost) contract. The Department shall pay the Provider for the delivery of service units provided in accordance with the terms and conditions of this contract for a total dollar amount not to exceed \$250,000.00 for the 2024-2025 fiscal year, subject to availability of funds. The Department agrees to pay for the service unit at the unit price and limits below:

<b>FY 24-25</b>	<b>Service Type</b>	<b>Number of Units</b>	<b>Rate</b>	<b>Total</b>
Contract execution - December 31, 2024	First Quarter Program Services.	1	\$83,333.33	\$83,333.33
January 1, 2025-March 31, 2025	Second Quarter Program Services	1	\$83,333.33	\$83,333.33
April 1, 2025-June 30, 2025	Third Quarter Program Services	1	\$83,333.34	\$83,333.34
<b>Total</b>				<b>\$250,000.00</b>

**F.2. FUNDING SOURCES**

F.2.1. Funding is awarded by the Florida Legislative through an allocation as specified in Chapter 2024-231, Laws of Florida during the term of this contract.

F.2.2. Pursuant to §215.971, F.S., as a recipient or subrecipient of a federal or state financial assistance, the Provider may expend funds only for allowable costs resulting from obligations incurred during the State Fiscal Year, in accordance with the Department of Financial Services Reference Guide for State Expenditures which is incorporated by reference. A copy can be obtained upon request to the Contract Manager or can be located at the Florida Department of Financial Services website.

F.2.3. Pursuant to §215.971, F.S., any funds paid in excess of the amount to which the recipient or subrecipient is entitled under the terms and conditions of this contract must be refunded to the Department.

**F.3. ALLOWABLE COSTS**

**F.3.1. Invoice Requirements** The Provider shall request payment on a quarterly basis through submission of a properly completed Quarterly Invoice (**Exhibit F1**), 15 calendar days following the end of the quarter. Payment shall be contingent upon receiving and accepting the invoice and all required reports to the Contract Manager.

**F.3.2. Supporting Documentation Requirements,** The Provider shall submit supporting documentation to verify successful completion of deliverables according to **Exhibit C** and to support payment of one month as follows:

**F.3.2.1.** Properly completed Quarterly Invoice-**Exhibit F1**

**F.3.2.2.** Quarterly Performance Data Report-**Exhibit E1**

**F.3.3.** The Provider shall document actual expenditures incurred under this grant agreement and shall submit to the Contract Manager a Quarterly Expenditure Report.

**F.3.3.1.** The Department reserves the right to request additional supporting documentation for proof expenditures.

**F.4. ADDITIONAL FINANCIAL CONSEQUENCES**

**F.4.1.** If the Provider fails to meet the annual deliverable outlined in D.2.1, a deduction of one percent will be applied to the final invoice for each individual not served during the Fiscal Year.

**F.4.2.** The following financial consequences apply in addition to the Financial Consequences provided in 6.1 of this Contract.

<b>Service Target Reference</b>	<b>Minimum Service Level Requirements</b>	<b>Qualitative Criteria for Evaluating Successful Completion</b>	<b>Supporting Documentation to Verify Completion</b>	<b>Financial Consequences for Performance Measure Failure</b>
<b>E.1.1.</b>	The Provider shall meet a transition to stable housing rate of 25% for program participants discharged.	The measure in E.1.1. will be determined by dividing the number of program participants successfully transitioned to stable housing at discharge by the total number of program participants.	Completion of Exhibit E1	A deduction of \$1,000.00 shall be assessed for not meeting the performance measure annually. The financial consequence shall be deducted from the final invoice of the Fiscal Year.
<b>E.1.2.</b>	There shall be a decrease of at least 5% in emergency calls related to homelessness and mental health issues received during the reporting period.	The measure in E.1.2. will be determined by dividing the number of emergency calls received related to homelessness and mental health issues during the reporting year by the number of emergency calls received related to homelessness and mental health issues during the previous year.	Completion of Exhibit E1	A deduction of \$200.00 will be applied for each percentage not met during the invoicing period.
<b>E.1.3.</b>	The Provider shall ensure 90% of referrals received are enrolled and provided support services within 15 calendar days from referral acceptance.	The measure in E.1.3. will be determined by dividing the number of referrals enrolled and receiving services within 15 calendar days by the total number of referrals received.	Completion of Exhibit E1	A deduction of \$200.00 will be applied for each percentage not met during the invoicing period.

**EXHIBIT F1**

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES SUBSTANCE ABUSE AND MENTAL HEALTH					
INVOICE PAYMENT REQUEST					
<b>Provider Name:</b>				<b>Grant/Contract #:</b>	
<b>Address:</b>				<b>Invoice #:</b>	
<b>Service Period:</b>	<b>From:</b>		<b>To:</b>		<b>Federal ID #:</b>
<b>Service Unit Description</b>			<b># of Units</b>	<b>Rate</b>	<b>Amount Requested</b>
<b>TOTAL:</b>					
CERTIFICATION & APPROVAL					
<p align="center"><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></p>					
<b>Authorized Name (Print):</b>			<b>Title:</b>		
<b>Authorized Name (Signature):</b>			<b>Date Submitted:</b>		
DCF CONTRACT MANAGER USE ONLY					
<b>Date Invoice Received:</b>					
<b>Date Goods &amp; Services Received:</b>					
<b>Date Goods &amp; Services Approved:</b>					
<b>Contract Manager Name:</b>					
<b>Contract Manager Signature:</b>					
<b>Financial Consequences Applied:</b>		<b>Reduction Amount:</b>			
Yes: <input type="checkbox"/> No: <input type="checkbox"/>		<b>Description of Consequences:</b>			
<b>Org Code</b>	<b>BE</b>	<b>CAT</b>	<b>EO</b>	<b>OCA</b>	<b>Amount Approved for Payment</b>

**EXHIBIT F2**  
**Annual Inventory & Disposition Report**  
**City of Fort Lauderdale**  
**Homeless Mental Health and Substance Abuse Housing Program – Contract JH344**

**Inventory**

Description of Equipment	Serial Number	Original Acquisition Cost	Date of Purchase	Current Location	*Condition (E-G-F-P)	Purpose for Equipment

**Disposition**

Description of Equipment	Serial Number	Original Acquisition Cost	Date of Purchase	Current Location	*Condition (E-G-F-P)	Purpose for Equipment

\*Condition: E – Excellent, G – Good, F – Fair, P – Poor

By my signature below, I hereby certify that all confidential data, including protected health information, has been permanently removed from all computer-related media that has been transferred from my custody. Furthermore, I certify that the removal of this information has been done so in the manner described in the Department of Children & Families Operating Procedure CFOP 50-2. I understand that by violation of that procedure may result in substantial fines and/or criminal prosecution according to provisions of Federal and State statutes. I hereby certify that all items of equipment included in this inventory list have been physically checked and are in the custody of this contract Provider, except as noted in the remarks section of this inventory, as of this date. I also certify to the location and condition of this equipment as noted.

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

**ATTACHMENT I  
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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**