

CFDA No. 93.667
CSFA No. 64.006

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT**

☒ Client ☐ Non-Client
☐ Multi-County

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the "Department," and Broward County, a political subdivision of the State of Florida hereinafter referred to as "Provider," and jointly referred to as the "parties."

THE PARTIES AGREE:

I. PROVIDER AGREES:

A. To provide services in accordance with the terms specified in Attachment I attached hereto

B. To the Following Governing Law

1. State of Florida Law: This contract is executed and entered into in the state of Florida, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the state of Florida (State). Each party will perform its obligations in accordance with the terms and conditions of this contract.
2. Federal Law
 - a. If this contract contains federal funds, Provider must comply with the provisions of 2 C.F.R. part 200, appendix II, and other applicable regulations as specified in Attachment I.
 - b. If this contract includes federal funds that will be used for construction or repairs, Provider must comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. section 874), as supplemented by the U.S. Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations must be reported to the Department.
 - c. If this contract includes federal funds that will be used for the performance of experimental, developmental, or research work, Provider must comply with 37 C.F.R., part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts, and Cooperative Agreements."
 - d. If this contract contains federal funds and is over \$100,000, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), President's Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. Provider must report any violations of the above to the Department.
 - e. If this contract contains federal funding in excess of \$100,000, Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment XII. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager.
 - f. Employment of unauthorized aliens is a violation of the Immigration and Naturalization Act, 8 U.S.C. section 1324a, and such violation will be cause for unilateral cancellation of this contract by the Department. Provider must use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by Provider. Provider must also include a requirement in subcontracts that the subcontractor must use the E-Verify system to verify the employment eligibility of all new employees performing work or providing services under this contract who are hired by the subcontractor during the contract term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
 - g. Provider must comply with President's Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12935), as amended by President's Executive Order 11375, (32 Fed. Reg. 14303), and as supplemented by regulations at 41 C.F.R. chapter 60.
 - h. Provider must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-6084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Provider's 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 and the imposition of an administrative compliance order on the responsible entity. Provider must include a similar provision in any subcontracts it enters under this contract.
 - i. Health Insurance Portability and Accountability Act of 1996 (HIPAA): When applicable, Provider must comply with Federal Privacy and Security Regulations developed by the U.S. Department of Health and Human Services as specified in 45 C.F.R. parts 160 and 164 promulgated pursuant to HIPAA, Pub. L. No. 104-191, and the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A, Title IV of Division B, Pub. L. No 111-5, collectively referred to as "HIPAA."
 - j. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the state of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes to Provider's

W-9 must be made on this website; however, if Provider needs to change its Federal Employer Identification Number (FEID), it must contact the DFS Vendor Ombudsman Section at (850) 413-5516.

- k. If Provider is determined to be a subrecipient of federal funds, Provider must comply with the requirements of the American Recovery and Reinvestment Act and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal System for Award Management (SAM). No payments will be issued until Provider has submitted a valid DUNS number and evidence of registration (*i.e.*, a printed copy of the completed SAM registration) in SAM to the Contract Manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and www.ccr.gov.

C. Audits, Records (including electronic storage media), and Records Retention

1. To establish and maintain books, records, and documents in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of six years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six years, the records must be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of this contract and at the request of the Department, Provider must, at its expense, cooperate with the Department in the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph C.2., above.
4. Persons duly authorized by the Department and federal auditors, pursuant to 2 C.F.R. section 200.336, will have full access to and the right to examine any of Provider's records and documents related to this contract, regardless of the form in which kept, at all reasonable times for as long as records are retained.
5. To ensure these audit and record keeping requirements are included in all subcontracts and assignments.
6. If Provider is a recipient or subrecipient as specified in Attachment II, Provider will perform the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. part 200, subpart F and section 215.97, Florida Statutes, as applicable and conform to the following requirements:
 - a. Documentation. Maintain separate accounting of revenues and expenditures of funds under this contract and each Catalog of State Financial Assistance (CSFA) or Catalog of Federal Domestic Assistance (CFDA) number identified on the attached Exhibit 1, in accordance with generally accepted accounting practices and procedures. Expenditures which support Provider's activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules, and regulations and the allocation methodology must be documented and supported by competent evidence.
 - b. Maintain sufficient documentation of all expenditures incurred (*e.g.*, invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:
 - 1) Allowable under the contract and applicable laws, rules, and regulations;
 - 2) Reasonable; and
 - 3) Necessary for Provider to fulfill its obligations under this contract.All documentation required by this section is subject to review by the Department and the State's Chief Financial Officer. Provider must timely comply with any requests for documentation.
 - c. Annual Financial Report. Submit to the Department an annual financial report stating, by line item, all expenditures made as a direct result of services provided through this contract within 45 days from the end of each contract year, but no later than submission of the final invoice for that year. Each report must include a statement signed by an individual with legal authority to bind Provider, certifying that these expenditures are true, accurate, and directly related to this contract.
 - d. Ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the end of each contract year and the contract end date.
7. Public Records: Keep and maintain public records, as defined by Chapter 119, Florida Statutes that are required by the Department to perform the services required by the contract. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure are not disclosed, except as authorized by law for the duration of the contract term and following completion of the contract if Provider does not transfer the public records to the Department. Upon completion of the contract, transfer to the Department at no cost, all public records in possession of Provider or keep and maintain public records required by the Department to perform the contract services. If Provider transfers all public records to the Department upon completion of the contract, Provider will destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains public records upon completion of the contract, Provider will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request of the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. The Department may unilaterally terminate this contract if Provider refuses to allow access to all public records made or maintained by Provider in conjunction with this contract, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

If the Provider has questions regarding the application of Chapter 119, Florida Statutes, to the Provider's duty to provide public records relating to this contract, contact the custodian of public records at (850)245-4005, PublicRecordsRequest@flhealth.gov or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.

8. **Coordination of Contracted Services:** Pursuant to section 287.0575(2), Florida Statutes, if a Provider has more than one contract with one or more of the five Florida health and human services agencies (the Department of Children and Families, the Agency for Persons with Disabilities, the Department of Health, the Department of Elderly Affairs, and the Department of Veterans' Affairs), a comprehensive list of the Provider's health and human services contracts must be submitted to the respective agencies Contract Manager(s). The list must include the following information: a) The name of each contracting state agency and the applicable office or program issuing the contract; b) the identifying name and number of each contract; c) the starting and ending date of each contract; d) the amount of each contract; e) a brief description of the purpose of the contract and the types of services provided under each contract; f) the name and contact information of the contract manager.

9. **Cooperation with Inspectors General:** To the extent applicable, Provider acknowledges and understands it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.

D. Monitoring by the Department and Dispute Resolution:

1. **Monitoring by the Department:** To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods, and services of Provider, which are relevant to this contract, and interview any clients or employees of Provider to assure the Department of satisfactory performance of the terms and conditions of this contract. Following the Department's monitoring, the Department may provide Provider with a written report specifying noncompliance and request a Corrective Action Plan to be carried out by the Provider. At its sole and exclusive discretion of the Department, the Department may take any of the following actions including the assessment of financial consequences pursuant to section 287.058(1)(h), Florida Statutes, termination of this contract for cause, demand the recoupment of funds from subsequent invoices under this contract, or demand repayment pursuant to the terms set forth in sections I. and V., which are specifically incorporated herein.
2. **Dispute Resolution:** Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department in writing and submitted to the Provider for review. The decision is final unless the Provider submits a written objection to the Department within 10 calendar days from receipt of the decision. Upon receiving an objection, the Department shall provide an opportunity to resolve the dispute by mutual agreement between the parties using a negotiation process to be completed within 7 calendar days from the Department's receipt of the objection. Completion of the negotiation process is a condition precedent to any legal action by the Provider or the Department concerning this Contract. Nothing contained in this section is construed to limit the parties' rights of termination pursuant to section III.B., below.

E. Indemnification

1. Provider is liable for and will indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. Provider's inability to evaluate liability or its evaluation of no liability will not excuse Provider's duty to defend and indemnify the Department within seven days after certified mail or courier delivery notice from the Department. Only adjudication or judgment after highest appeal is exhausted specifically finding Provider not liable will excuse performance of this provision. Provider will pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Provider of a claim will not release Provider of the above duty to indemnify. **NOTE: This section, I.E, Indemnification, is not applicable to contracts executed between state agencies or subdivisions, as defined in section 768.28, Florida Statutes.**
3. Nothing in this contract shall be construed to require the Department to indemnify the Provider.

- F. Insurance:** To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined in section 768.28, Florida Statutes, Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by Provider do not limit Provider's liability and obligations under this contract. Upon the execution of this contract, Provider must furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State. The Department reserves the right to require additional insurance as specified in Attachment I.

- G. Safeguarding Information:** Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law except upon written consent of the recipient, or the responsible parent or guardian when authorized by law.

H. Assignments and Subcontracts

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department, which will not be unreasonably withheld. Any subcontract,

assignment, or transfer otherwise occurring will be null and void. In the event the use of subcontracts are allowed, Provider will remain responsible for all work performed and all expenses incurred in connection with this contract, and shall incorporate the terms of the Department's Standard Contract, into any and all subcontracts. Further, no subcontracts shall be entered into without prior written approval of the Department. This contract will bind the successors, assigns, and legal representatives of Provider and any legal entity that succeeds to the obligations of the Department.

2. Provider will be responsible for all work performed and all expenses incurred for this contract. If the Department permits Provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services or commodities, the Department will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Provider will be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If the Department permits Provider to subcontract, such permission will be indicated in Attachment I.
3. The Department will at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the state of Florida, upon prior written notice to Provider.
4. Unless otherwise stated in the contract between Provider and subcontractor, payments made by Provider to the subcontractor must be within seven working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes. Failure to pay within seven working days will result in a penalty charged against Provider to be paid by Provider to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. The penalty will be in addition to actual payments owed and will not exceed 15 percent of the outstanding balance due.
- I. Return of Funds:** Return to the Department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were paid to Provider by the Department. In the event that Provider or its independent auditor discovers that an overpayment has been made, Provider will repay the overpayment within 40 calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify Provider in writing of such a finding. Should repayment not be made in the time specified by the Department, Provider will pay interest of one percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery. The Department reserves the right, in its sole and exclusive discretion, to recoup Provider's unearned funds from any invoice submitted under this contract or through collection proceedings.
- J. Transportation Disadvantaged:** If clients are to be transported under this contract, Provider must comply with the provisions of Chapter 427, Florida Statutes, and Rule Chapter 41-2, Florida Administrative Code. Provider must submit the reports required pursuant to the Department's Internal Operating Procedure (IOP) 56-58-15, Transportation Disadvantaged Procedure.

K. Purchasing

1. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (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, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract (Provider) shall be deemed to be substituted for this agency (the Department) insofar as dealings with such corporation are concerned. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products and services available from PRIDE may be obtained by contacting PRIDE at 1-800-643-8459.
2. Procurement of Materials with Recycled Content: Any products or materials which are the subject of, or are required to carry out this contract will be procured in accordance with the provisions of section 403.7065, Florida Statutes.
3. MyFloridaMarketPlace Vendor Registration: Each vendor doing business with the State for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.033, Florida Administrative Code.
4. MyFloridaMarketPlace Transaction Fee:
 - a. The state of Florida, through its Department of Management Services (DMS), has instituted MyFloridaMarketPlace, a statewide procurement system. Pursuant to section 287.057(22), Florida Statutes, all payments will be assessed a Transaction Fee of one percent, which Provider will pay to the State.
 - b. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee will, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, Provider will pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments will be subject to audit by the State or its designee.
 - c. Vendor will receive a credit for any Transaction Fee paid by Vendor for the purchase of any item, if such item is returned to Vendor through no fault, act, or omission of Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of this contract. Failure to comply with these requirements will constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.
5. Alternative Contract Source: This contract may be used as an alternative contract source, subject to approval from DMS, pursuant to section 287.042(16), Florida Statutes and Rule 60A-1.045, Florida Administrative Code.

L. Background Screening Requirements and Drug Screening Requirements:

1. Background Screening Requirements: In the Department's sole and exclusive discretion, it may determine that background screening of some or all of Provider's officers, agents, employees, subcontractors, or assignees is necessary (collectively

individuals). In the event background screenings are required under this contract, Provider agrees to the following:

- a. Conduct background screenings in accordance with Chapter 435, Florida Statutes, using level 2 screening standards.
 - b. Provide the Department with a written attestation confirming that the individual has completed and cleared the level 2 background screening.
 - c. Not allow the individual to begin work under this contract until that individual has been cleared by the Department.
2. **Drug Screening Requirements:** Pursuant to section 112.0455, Florida Statutes if the Provider's officers, agents, employees, subcontractors, or assignees (collectively individuals) are assigned to work in a Department designated Safety-Sensitive Class and/or Position, under this contract, then a drug test must be performed prior to the individual being allowed to start work under this contract. If an individual has already been screened by the Provider, then a written attestation confirming that the individual has completed and cleared the drug screening must be submitted to the Department prior to contract execution. If an individual has not been drug screened, notify the Department immediately. No individual can begin work under this contract until they have been cleared by the Department.
- M. Civil Rights Requirements:** Provider must comply with applicable provisions of the Department's publication titled, "Methods of Administration, Equal Opportunity in Service Delivery." A copy will be provided to the Provider upon request.
- N. Independent Capacity of the Provider**
1. Provider is an independent contractor and is solely liable for the performance of all tasks and deliverables contemplated by this contract.
 2. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Provider will not represent to others that it has the authority to bind the Department unless specifically authorized to do so.
 3. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees are not entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
 4. Provider agrees to take such actions as may be necessary to ensure that each subcontractor of Provider understand they are independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state of Florida.
 5. Unless justified by Provider and agreed to by the Department in Attachment I, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Provider, or its subcontractor or assignee.
 6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for Provider, Provider's officers, employees, agents, subcontractors, or assignees will be the responsibility of Provider.
- O. Sponsorship:** As required by section 286.25, Florida Statutes, if 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 will, in publicizing, advertising, or describing the sponsorship of the program, state: "*Sponsored by (Provider's name) and the State of Florida, Department of Health.*" If the sponsorship reference is in written material, the words "*State of Florida, Department of Health*" will appear in at least the same size letters or type as Provider's name.
- P. Final Invoice:** To submit the final invoice for payment to the Department no more than 45 days after the contract ends or is terminated. If Provider fails to do so, all right to payment is forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all deliverables and any necessary adjustments have been approved by the Department.
- Q. Use of Funds for Lobbying Prohibited:** Comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.
- R. Public Entity Crime, Discriminatory Vendor, and Scrutinized Companies**
1. **Public Entity Crime:** Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
 2. **Discriminatory Vendor:** Pursuant to section 287.134, Florida Statutes, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the Department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

3. Scrutinized Companies: Provider must comply with the provisions of section 287.135, Florida Statutes as follows:
 - a. If Provider is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, that it is not on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, or that has been engaged in business operations in Cuba or Syria, this contract may be terminated at the option of the Department.
 - b. If Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel this contract may be terminated at the option of the Department.

S. Patents, Copyrights, and Royalties

1. Any inventions or discoveries developed in the course of or as a result of services performed under this contract which are patentable pursuant to 35 U.S.C. section 101, are the sole property of the state of Florida. Provider must inform the Department of any inventions or discoveries developed in connection with this contract and will be referred to the Department of State for a determination on whether patent protection will be sought for the invention or discovery. The state of Florida will be the sole owner of all patents resulting from any invention or discovery made in connection with this contract.
2. Provider must notify the Department of State of any books, manuals, films, or other copyrightable works developed in connection with this contract. Any and all copyrights accruing under or in connection with the performance of this contract are the sole property of the state of Florida.
3. Provider, without exception, will indemnify and save harmless the state of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by Provider. Provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The state of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, Provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices will include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

T. Construction or Renovation of Facilities Using State Funds: Any state funds provided for the purchase of or improvements to real property are contingent upon Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, Provider agrees that, if it disposes of the property before the state's interest is vacated, Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation or appreciation.

U. Electronic Fund Transfer: Provider agrees to enroll in Electronic Fund Transfer (EFT) provided by DFS. Questions should be directed to DFS's EFT Section at (850) 410-9466. The previous sentence is for notice purposes only. Copies of the authorization form and sample bank letter are available from DFS.

V. Information Security: Maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this contract and will comply with state and federal laws, including, but not limited to, sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. The State of Florida requires that all data generated, used, or stored by the Provider pursuant to this Contract reside and remain in the U.S. and not be transferred outside of the U.S.

W. Venue and Remedies for Default:

1. Venue: Venue for any legal actions arising from this contract will be in Leon County, Florida, unless the contract is entered into by one of the Department's county health department, in which case, venue for any legal actions will be in the county in which the county health department is located.
2. Remedies for Default: Provider's failure to adhere to the Contract terms and conditions will subject Provider to the remedies set forth in section III. B. 3. below.

X. Force Majeure: The Provider may be excused from liability for the failure or delay in performance of any obligation under this Contract for any event beyond the Provider's reasonable control, including but not limited to, Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, any strike or labor disturbance. Such excuse from liability is effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Provider or its employees, including any subcontracted providers, have not caused such event(s) to occur. If the Provider believes an excusable delay has occurred, the Provider must notify the Department in writing of the delay or potential delay within five business days after its occurrence for review and approval (which will not be unreasonably withheld) and include at a minimum, a description of the delay, date the force majeure event occurred including the duration, and the tasks and deliverables affected by the delay. The Provider will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. All delivery dates under this Contract that have been affected by the force majeure event is tolled for the duration of such force majeure event. If the contract is tolled for any reason, the Provider is not entitled to payment for the days services were not rendered and no financial consequences will be assessed by the Department for that affected task(s) or deliverable. In the event a force majeure event persists for 30 days or more, the Department may terminate this Contract at its sole discretion upon written notice being given to the Provider.

II. METHOD OF PAYMENT

A. Contract Amount: The Department agrees to pay Provider for completion of the deliverables as specified in Attachment I, in an amount not to exceed \$4,339,452.00, subject to the availability of funds. The state of Florida's performance and obligation to pay

under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B. Contract Payment:

1. Provider must submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
 2. Where reimbursement of travel expenses are allowable as specified in Attachment I, bills for any travel expenses must be submitted in accordance with section 112.061, Florida Statutes. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in section 112.061, Florida Statutes.
 3. Pursuant to section 215.422, Florida Statutes, the Department has five working days to inspect and approve goods and services, unless this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the State's Chief Financial Officer pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the Department's fiscal office or contract administrator. Payments to health care providers for hospitals, medical, or other health care services, will be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333 percent. Invoices returned to Provider due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless Provider requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.
 4. Bonuses: Pursuant to section 215.425, Florida statutes, any bonus scheme implemented by the Provider must: 1) base the award of a bonus on work performance; 2) describe the performance standards and evaluation process by which a bonus will be awarded; 3) Notify all employees of the policy, ordinance, rule, or resolution before the beginning of the evaluation period on which a bonus will be based; and 4) consider all employees for the bonus. A copy of the Provider's policy, ordinance, rule, or resolution, must be submitted to the Contract Manager for review prior to contract funds being allocated for such payment. The Department reserves the right to refuse the Provider's request to allocate any contract funds for the payment of bonuses.
- C. Vendor Ombudsman:** A Vendor Ombudsman has been established within DFS whose duties include acting as an advocate for providers who may be experiencing problems in obtaining timely payment from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the DFS Consumer Hotline at 1-(800)-342-2762.

III. PROVIDER CONTRACT TERM

- A. Effective and Ending Dates:** This contract will begin on July 1, 2020 or on the date on which the contract has been signed by both parties, whichever is later. It will end on June 30, 2023.
- B. Termination**
1. Termination at Will: This contract may be terminated by either party upon no less than 30 calendar days' written notice to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. In the event this contract is terminated, Provider will be compensated for any deliverables completed prior to the Department's notification to Provider of contract termination.
 2. Termination Because of Lack of Funds: In the event funds to finance this contract become unavailable, the Department may terminate the contract upon no less than 24 hours' written notice to Provider. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department will be the final authority as to the availability and adequacy of funds.
 3. Termination for Breach: This contract may be terminated for non-performance upon no less than 24 hours' written notice to Provider. Waiver of breach of any provisions of this contract will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this contract. In the event of default, in addition to the Department's right to terminate the contract, the Department may pursue any of its remedies at law or in equity, including but not limited to, any losses or expenditures of the Department in obtaining replacement services or commodities, investigating, monitoring or auditing, including legal fees, professional fees, consulting fees and witness fees. These remedies shall include offsetting any sums due to the Provider under the Contract, and any other remedies at law or in equity.
- C. Renegotiation or Modification:** Modifications of provisions of this contract will only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and 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.

INTENTIONALLY LEFT BLANK

D. Contract Representatives Contact Information:

1. The name, mailing address, and telephone number of Provider's official payee to whom the payment will be made is:

Broward County, Florida, Nancy J. Cotterman Center

400 NE 4th Street, Fort Lauderdale, Florida 33301

954-357-5775

2. The name of the contact person and street address where Provider's financial and administrative records are maintained is:

Dimitri Oriol, Accountant Senior

Broward County, Florida

624 NW 15th Way

Fort Lauderdale, Florida 33311

3. The name, address, and telephone number of the Department's Contract Manager is:

Dane Nelson

4052 Bald Cypress Way, Mail Bin A-06

Tallahassee, Florida 32399

850-901-6321

4. The name, address, and telephone number of Provider's representative responsible for administration of the program under this contract is:

Carol Cook, Director, Crisis Intervention & Support Division

Broward County, Florida

624 NW 15th Way, Fort Lauderdale, Florida 33311

954-357-9590

5. Provide written notice to the other party of any changes in the above contract representative's contact information. Any such changes will not require a formal amendment to this contract.

E. All Terms and Conditions Included: This contract and its attachments and exhibits as referenced, Attachment I - Attachment XIII contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract will supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is found to be illegal or unenforceable, the remainder of the contract will remain in full force and effect and such term or provision will be stricken.

IN WITNESS THEREOF, the parties hereto have caused this 50 page contract to be executed by their undersigned, duly authorized, officials, and attest to have read the above contract and agree to the terms contained within it.

PROVIDER: BROWARD COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA

SIGNATURE:

PRINT/TYPE NAME: DALE V.C. HOLNESS

TITLE: MAYOR

DATE:

STATE AGENCY 29-DIGIT FLAIR CODE:

FEID# (OR SSN): F59-6000531

PROVIDER FISCAL YEAR ENDING DATE: SEPTEMBER 30

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE:

PRINT/TYPE NAME: ROBERT D. KARCH, MD, MPH, FAAP

TITLE: DEPUTY SECRETARY FOR CHILDREN'S
MEDICAL SERVICES

DATE:

BY SIGNING THIS CONTRACT, THE ABOVE ATTESTS
THERE IS EVIDENCE IN THE CONTRACT FILE
DEMONSTRATING THIS CONTRACT WAS REVIEWED
BY THE DEPARTMENT'S OFFICE OF
THE GENERAL COUNSEL.

Reviewed and approved as to form:

Andrew J. Meyers, County Attorney

By K. Gordon 9/17/2020
Karen S. Gordon, Senior Assistant County Attorney

ATTACHMENT I

A. Services to be provided

1. General Description

- a. General Statement: This contract provides a Child Protection Team (CPT) for the safety and well-being of Florida's children suspected of being abused or neglected.
- b. Authority: Sections 39.001 and 39.303, Florida Statutes, and Chapter 64C-8, Florida Administrative Code.

2. Definition of Terms

- a. For purposes of this contract, the following terms are defined as specified in section 39.01, Florida Statutes:
 - (1) Abandoned or Abandonment
 - (2) Abuse
 - (3) Caregiver
 - (4) Child
 - (5) Court
 - (6) Neglect
 - (7) Parent
 - (8) Protective Investigation
 - (9) Protective Investigator
- b. For purposes of this contract, the following terms are defined as follows:
 - (1) **Business Days**: Monday through Friday, excluding weekends, and State of Florida holidays identified in Attachment III, which is incorporated by reference into this contract.
 - (2) **Calendar Days**: All days including weekends and State of Florida holidays.
 - (3) **Case**: An individual referred to and accepted by a CPT for assessment services because of a report of alleged abuse or

neglect made to the Department of Children and Families (DCF) Central Abuse Hotline (Hotline).

- (4) Case Coordinator: A member of the CPT's who provides or directs the activities on behalf of clients to complete team assessment services.
- (5) Department's Children Medical Services (CMS): A division within the Department responsible for assisting eligible children with special health care needs as defined in Chapter 391, Florida Statutes.
- (6) CPT: A medically-directed, multidisciplinary team available to supplement both the DCF and designated sheriff offices, responsible for protective investigations with assessment activities for reports of child abuse, abandonment, or neglect. A team includes representatives of the medical, social work, psychological, and legal professions and such other representatives as may be required by law.
- (7) CPT Medical Director: A pediatrician approved by the Department's CMS CPT Central Office, located in Tallahassee, Florida, that is responsible for the overall direction and supervision of a CPT.
- (8) Child Protection Team Handbook: Provides information on standard definitions, policies and procedures, medical protocol, and other practice guidelines and is available at: <https://floridahealth.sharepoint.com/sites/CMS/CHILDPROTECTION/CPTIS/CPTHandbook62819.pdf>, which is incorporated by reference. Provider must comply with the most recent version of the handbook and any subsequent revisions made during the contract period.
- (9) Child Protection Team Information System (CPTIS): A web-based application consisting of statewide client data and management information.
- (10) Child Protection Team Information System User Guide: Provides a description of application and business rules, definitions of data elements, and detailed instructions for data entry and is available at: <https://floridahealth.sharepoint.com/sites/CMS/CHILDPROTECTION/CPTIS/CPT.pdf>, which is incorporated by reference. Provider must comply with the most recent version of the User Guide and any subsequent revisions made during the contract period.
- (11) Child Protection Team Program Quality Assurance Handbook: Provides a description of quality assurance rules, definitions, policies and operational procedures for service delivery, located at <https://floridahealth.sharepoint.com/sites/CMS/CHILDPROTECTION/CP>

[TIS/QAFinalHandbook.pdf](#), which is incorporated by reference.

Provider must comply with the most recent version of the assurance handbook and any subsequent revisions made during the contract period.

- (12) Continuity of Operations Plan (COOP): Plan to ensure that core operations continue to function in the event of a threat, emergency, natural or manmade disaster or pandemic.
- (13) DCF: The state agency that has the responsibility under state law for protective investigations of reported child abuse, neglect, and abandonment.
- (14) Department's Special Technology Unit: Unit of the CMS that provides technical assistance and support related to the CPTIS, video conferencing and telemedicine.
- (15) Electronic Case File: An electronic health record that includes client health information and provides a complete record of clients' clinical encounters.
- (16) Hotline: Accepts reports 24 hours a day and 7 days a week of known or suspected child abuse, neglect, or abandonment.
- (17) Medical Director: A physician licensed under Chapter 458 or Chapter 459, Florida Statutes, who is a board-certified physician in pediatrics or family medicine.
- (18) Quarter: A three-month period of the contract. The quarters for this contract are July through September (first quarter); October through December (second quarter); January through March (third quarter); and April through June (fourth quarter).
- (19) Services: CPT services that include Medical Evaluations, Medical Consultations, Nursing Assessments, Psychological Evaluations, Psychological Consultations, Child Forensic Interviews, Specialized Interviews, Social Assessments, and CPT Staffings.
- (20) Team Coordinator: Provider's employee responsible for managing the day to day operation of the CPT.
- (21) Telemedicine: The use of telecommunication and information technology to provide clinical care to individuals at a distance and to transmit the information needed to provide care.
- (22) Waiver: A written request submitted by the Provider to the Department's CMS Central Office located in Tallahassee, Florida. The request for a waiver of a personal standard as defined in Chapter 64C-8, Florida Administrative Code, must include

documentation of the need for the waiver and follow protocol established by the Program Office.

3. Clients to be served: Children alleged to be abused, neglected, or abandoned by a parent or caregiver, and whose case has been accepted by the Hotline for a protective investigation.

B. Manner of Service Provision

1. Scope of Work: Provider will carry out CPT services consistent with the requirements of this contract.

a. Task List: Provider will perform the following tasks:

- 1) Review all Hotline reports containing information on allegations of abuse, neglect, and abandonment to determine if the report meets the statutory criteria of section 39.303 (4), Florida Statutes. Provider will review all reports from the Hotline and provide team assessments to supplement DCF's and local sheriff offices' child protective investigation staff in their investigations. Ensure that a minimum of 98 percent of reports are reviewed within four business days by a physician, advanced practice registered nurse, physician assistant or registered nurse as defined in Section 39.303 (5) (a-e), Florida Statutes:
 - (a) A physician licensed under chapter 458 or chapter 459 who holds board certification in pediatrics and is a member of a Child Protection Team;
 - (b) A physician licensed under chapter 458 or chapter 459 who holds board certification in a specialty other than pediatrics, who may complete the review only when working under the direction of the Child Protection Team medical director or a physician licensed under chapter 458 or chapter 459 who holds board certification in pediatrics and is a member of a Child Protection Team;
 - (c) An advanced practice registered nurse licensed under chapter 464 who has a specialty in pediatrics or family medicine and is a member of a Child Protection Team;
 - (d) A physician assistant licensed under chapter 458 or chapter 459, who may complete the review only when working under the supervision of the Child Protection Team medical director or a physician licensed under chapter 458 or chapter 459 who holds board certification in pediatrics and is a member of a Child Protection Team; or
 - (e) A registered nurse licensed under chapter 464, who may complete the review only when working under the direct

supervision of the Child Protection Team medical director or a physician licensed under chapter 458 or chapter 459 who holds board certification in pediatrics and is a member of a Child Protection Team.

- 2) Contact DCF and verbally communicate all assessments with a positive indicator of abuse or neglect within 24 hours of the child's assessment. A minimum of 95 percent of notifications must be verbally communicated to DCF.
- 3) Ensure a minimum of 95 percent of verbal notifications of positive indicators are documented in CPTIS within 72 hours of the child's assessment.
- 4) Assess a minimum of 90 percent of all children referred by DCF within 20 business days following the date of their referral. Ensure Provider's staff, including subcontracted providers, are available to provide triage, consultation, and appropriate medical and assessment services in person or through telemedicine 24 hours a day, seven days a week. Assessments meeting the reasons for delay criteria, as specified in the CPT Handbook and in the Child Protection Team Program Quality Assurance Handbook, are exempt from this time standard. Document the assessment or the circumstances for not performing any assessment in the CPTIS.
- 5) Provide a minimum of 90 percent of written assessment reports to DCF within 10 business days of a child's assessment. Document providing the report or the circumstances for not providing the report to the DCF Protective Investigator in the CPTIS.
- 6) Have the CPT Medical Director or medical designee provide a minimum of two physician training sessions for emergency room and other non-CPT medical professionals in the detection of child abuse and neglect no later than June 30 of each contract year as follows:
 - a) Trainings must relate to the prevention, detection, recognition, work up or management of child maltreatment to enable attendees to develop and maintain professional skills of the assessment and management of child maltreatment.
 - b) Provide an agenda and sign in sheet, including the attendee's name, signature and date, at each training.
 - c) Document the date of training, title of training, and a minimum of one training hour per training session in the CPTIS Physician Training Report. Submit each agenda and attendee sign-in sheet with the invoice.

- 7) Have the CPT Medical Director or designee provide a minimum of two community training sessions for DCF, the local sheriff's office staff, and other local agencies responsible for child protective services no later than June 30 of each contract year as follows:
 - a) Trainings must relate to the prevention, detection, recognition, work up or management of child maltreatment to enable attendees to develop and maintain professional skills in the area of assessment and management of child maltreatment.
 - b) Document the date of training, title of training, and a minimum of one training hour per training session in the CPTIS Community Training Report.
 - c) Submit an agenda and attendee sign-in sheet with the invoice. All trainings must be completed by June 30, of each contract year.
- 8) Ensure CPT Medical Director, physicians, advanced practice registered nurse, physician assistant, registered nurse, psychologist, team coordinator, case coordinator and all other staff providing direct CPT services must maintain continuing education standards by providing a minimum of eight hours of training in child abuse, neglect, and abandonment each contract year. Document the training hours, date of the training, and title of the training in the CPTIS Staff Training Report by June 30 of each contract year.
- 9) Participate in the Department's contract programmatic monitoring activities as specified in the CPT Handbook, annually.
- 10) Provider will enter client information, assessments, and activity information into CPTIS electronic case files; consistent with the requirements of the CPT Handbook and CPT Program Quality Assurance Handbook. Prepare the CPT Monthly Deliverable Report (Attachment IV) and submit it to the Contract Manager within 30 days from the end of each month.
- 11) Participate in quarterly conference calls with the Department upon request.
- 12) Adhere to the requirements of the Department's Data Security and Confidentiality requirements (Attachment V) throughout the contract term.
- 13) Have and maintain a Continuity of Operations Plan (COOP) to ensure the continuous provision of contract services. The COOP must meet the following requirements:

- a) Ensure the COOP is located where it is accessible to all staff;
 - b) Provide annual COOP training to all staff. Maintain documentation to verify training and provide it to the Department upon request; and
 - c) Update the COOP a minimum of one time each year and submit it to the Contract Manager by August 30 of each contract year. Revise the COOP as needed.
- b. Deliverables: Provider must complete or submit the following deliverables in the time and manner specified:
- 1) Monthly: Provision of CPT services with submission of supporting documentation as specified in Tasks B.1.a.1) through B.1.a.13).
- c. Performance Measures: Deliverables must be met at the following minimum level of performance:
- 1) Deliverable B.1.b.1):
 - a) A minimum of 98 percent of Hotline reports must be reviewed within four business days as specified.
 - b) A minimum of 95 percent of notifications must be verbally communicated to DCF as specified.
 - c) A minimum of 95 percent of verbal notifications of positive indicators must be documented in CPTIS within 72 hours as specified.
 - d) A minimum of 90 percent of children referred by DCF must be assessed within 20 business days following the date of their referral as specified.
 - e) A minimum of 90 percent of written assessment reports must be provided to the Protective Investigator within 10 business days as specified.
 - f) A minimum of two Physician training sessions must be provided for emergency room and other non-CPT medical professionals as specified.
 - g) A minimum of two Community training sessions must be provided for DCF, the local sheriff's office staff, and other local agencies responsible for child protective services as specified.

- h) A minimum of eight hours of education and training for CPT staff and subcontractors must be provided as specified.
- i) Participate in annual contractual programmatic monitoring activities as specified. The Department will allow up to six months for the Provider to achieve compliance with the contractual performance standards.
- j) Prepare and submit the CPT Monthly Deliverable Report to the Contract Manager within 30 days from the end of each month as specified.
- k) Participate in quarterly conference calls with the Department as specified.
- l) Adhere to the requirements of the Department's Data Security and Confidentiality requirements as specified.
- m) Maintain and submit COOP by August 30 of each contract year as specified.

2. Financial Consequences: Failure of Provider to complete or submit a deliverable in the time and manner specified will result in a reduction in payment for that deliverable as follows:

- a. Failure to review a minimum of 98 percent of Hotline reports as specified will result in a \$1,000.00 reduction in that month's invoice.
- b. Failure to verbally communicate to DCF a minimum of 95 percent of assessments as specified will result in a \$1,000.00 reduction in that month's invoice amount.
- c. Failure to document a minimum of 95 percent of verbal notifications of positive indicators in CPTIS within 72 hours as specified will result in a \$1,000.00 reduction in that month's invoice.
- d. Failure to assess a minimum of 90 percent of children referred by DCF within 20 business days following the date of their referral as specified will result in a \$1,000.00 reduction in that month's invoice.
- e. Failure to provide a minimum of 90 percent of written assessments reports to the Protective Investigator as specified will result in a \$1,000.00 reduction in that month's invoice.
- f. Failure to provide a minimum of two Physician training sessions as specified will result in a \$500.00 reduction in the final invoice of each contract year.

- g. Failure to provide a minimum of two Community training sessions as specified will result in a \$500.00 reduction in the final invoice of each contract year.
- h. Failure to complete staff education and training as specified will result in a \$500 reduction for each individual who does not complete training as specified in the final month's invoice each year of the contract.
- i. Failure to participate in contract programmatic monitoring activities as specified in the CPT Handbook will result in a 5% reduction in that corresponding invoice amount.
- j. Failure to submit the CPT Monthly Deliverable Report as specified will result in a \$200.00 reduction in that month's invoice.
- k. Failure to participate in quarterly conference calls with the Department as specified will result in a \$200.00 reduction in that month's invoice.
- l. Failure to adhere to the requirements of the Department's Data Security and Confidentiality requirements as specified will result in a \$500.00 reduction in the final invoice of each contract year.
- m. Failure to maintain and submit COOP as specified will result in a \$500.00 reduction in that month's invoice.

3. Service Location, Times and Equipment

- a. Service Delivery Location: Administrative office is located at 400 NE 4th Street, Ft. Lauderdale, FL 33301. Provider provides services to clients residing in the following counties: Broward.
- b. Changes in Location: Provider must notify the Contract Manager of changes in location, including temporary location changes. When the Provider is moving its office site, the CMS Program Office and the CMS Special Technology Unit must be informed of the planned move date and the new site information at least 90 calendar days prior to the effective date of the move. Notification of temporary location changes must be provided within three calendar days of the change.
- c. Service Times: The CPT must be available to provide services 24 hours a day, 7 days a week.
- d. Equipment: Provider must receive prior approval from the Department's Special Technology Unit for purchase of equipment. Equipment must be used for activities necessary to perform the deliverables. Provider is responsible for maintaining equipment in working order and arranging and paying for any maintenance costs or upgrades of the equipment while the

contract is in effect. Expenses must be budgeted in the program budget. Provider is responsible for the protection of electronic confidential information. Only authorized Department users may use equipment that is connected to the Department's network. Any security breach, lost or stolen equipment must be reported immediately to the Contract Manager and the Department's Special Technology Unit.

4. Staffing Requirement:

- a. Staffing Level: Provider must maintain an adequate administrative and organizational structure sufficient to complete the deliverables under this contract. Staff must not provide services under this contract without prior written CMS approval.
- b. Medical Professional Qualifications: Provider must ensure that all medical staff required to perform services under this contract have current and active individual liability insurance, Florida-issued professional license, which is current and active, and provide services in accordance with their profession's practice, license, acts, statutes, rules, and protocols.
- c. Staffing Changes: Provider must prepare a CPT Staff Change Notification Form (Attachment VI) and submit it within three business days of any staffing changes that will affect Provider's ability to complete the deliverables under the contract. Notify the Contract Manager in writing within 24 hours if the position of Medical Director or Team Coordinator is vacated.
- d. Subcontractors: Provider may not subcontract for services provided under this contract without prior written approval of the Department's Contract Manager.
- e. Waivers: Provider must adhere to requirements stated in Rule 64C-8.002, Florida Administrative Code in the event an individual fails to meet qualifications for the Team Coordinator or Case Coordinator position.
- f. Staff Compliance: Provider will monitor and ensure that all of its staff are complying with the Performance Measures set forth herein and take appropriate and immediate steps to address any issues of noncompliance.

C. Method of Payment:

1. Payment: This is a fixed fee, fixed price contract. The Department will pay Provider for completion of deliverables specified in Section B.1.b., a total amount not to exceed \$1,446,484.00 each year of the contract. Payments will be made monthly in the amount of \$120,540.00 for July through May and \$120,544.00 for the month of June.
2. Unit of Service: A unit of service will consist of one month of completed deliverables, as specified in Section B.1.b. A month of deliverables will include all deliverables due in that month, including any quarterly or annual deliverables scheduled for delivery in a particular month.
3. Invoice Requirements: Provider must submit Attachment VII, Invoice, Attachment IV, Monthly Deliverable Report, and the supporting documentation referenced in Section C.4. below to the Contract Manager within 30 calendar days from the end of each month for which payment is being requested. The final month's invoice must be submitted within 45 days from the end of each contract year.
4. Supporting Documentation Requirements:
 - a. Budget: Attach a copy of the Department approved budget and budget justification (Attachment XIII) for the initial contract year upon contract execution. Each subsequent contract year, the budget must be submitted to the Contract Manager for approval within 10 business days from the receiving notification from the Department's Bureau Chief of Child Protection and Special Technologies, of the annual contract allocation amount. Any revisions to an approved budget or budget justification must be submitted to the Contract Manager for review and approval prior to implementation.
 - b. Staff Roster: Prepare a CPT Staff Roster (Attachment VIII) and submit it to the Contract Manager within 30 calendar days following the end of each month.
 - c. Travel Expense Budgeting: Travel will be reimbursed pursuant to section 112.061, Florida Statutes. Use and maintain the "State of Florida Authorization to Incur Travel Expenses" (Attachment IX) and "State of Florida Voucher for Reimbursement of Travel Expenses (Attachment X) when traveling in connection with official business of the State.
 - d. Quarterly Financial Report: For Quarters One through Three, prepare a quarterly financial report (Attachment XI) stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract and submit it to the Contract Manager within 30 calendar days following the end of each quarter. For the fourth quarter of each contract year, submit the financial report as specified in section I.C.6.c. of the Department's Standard Contract.

D. Special Provisions:

1. Contract Renewal: This contract may be renewed on a yearly basis for no more than five years beyond the initial contract or for the term of the original contract, whichever is longer and upon the same terms and conditions as the original contract. Renewals will be in writing, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and will be subject to the availability of funds.
2. Non-expendable property clause: Non-expendable property is defined as tangible personal property of a non-consumable nature that has an acquisition cost of \$1000 or more per unit and an expected useful life of at least one year, and hard-bound books, which are not circulated to students or the general public, with the value or cost of \$250 or more. Hard back books with a value or cost of \$250 or more should be classified as OCO (Other Capital Outlay) expenditures.

All such property purchased with funds from this contract must be listed on the property records of Provider. Said listing must include a description of the property, model number, manufacturer's serial number, funding source, information needed to calculate the federal and/or state share, date of acquisition, unit cost, property inventory number, and information on the location, use and condition, transfer, replacement or disposition of the property.

All such property purchased with funds from this contract must be inventoried annually and a written non-expendable property inventory report must be submitted to the Department along with the final expenditure report. A report of non-expendable property must be submitted to the Department along with the expenditure report for the period in which it was purchased.

Title (ownership) to all non-expendable property acquired with funds from the contract will be vested in the Department upon completion or termination of the contract.

At no time must Provider dispose of non-expendable property purchased with funds from this contract except with the permission of the Department in accordance with their instructions.

3. Incentive Compensation/Bonuses: Incentive pay with Department funds is not permitted.
4. Percentage of Time and Cost: Team Coordinator must spend a minimum total of 75% of their time providing programmatic and administrative oversight of the CPT program.
5. Program Revenue: Provider will maintain an internal accounting system that separately reflects third party funding sources by service date to be used in documenting a clear audit trail of third-party funding. Documentation of third-party funding generated by the CPT program must be available upon request.

6. Expert Testimony: Provider will provide expert medical, psychological, and related professional testimony in court cases pursuant to section 39.303(e), Florida Statutes. However, no Provider employee, which includes subcontractors, officers, and assignees, may provide expert witness testimony or consultation services in any civil or criminal case involving another CPT, absent prior written approval from the Department's Bureau Chief, Child Protection and Special Technologies, or designee.
7. Publication Materials: Provider will ensure that all informational materials (e.g., provider letterheads, pamphlets, signs, etc.) developed by or for Provider and paid in whole or in part with Department funds, are first submitted to the Department for approval.
8. Waiver of Jury Trial: Provider, including its employees, subcontractors, officers and assignees, hereby irrevocably waives, as permitted by applicable Florida law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Contract.
9. Background Screening Requirements:
 - a. Background screenings are required for Medical Director, Physician, Advanced Practice Registered Nurse, Physician Assistant, Registered Nurse, Licensed Practical Nurse, CPT Psychologist, Team Coordinator, Case Coordinator, Intake Coordinator, CPT Attorney, and Support Staff.
 - b. The Department agrees to pay for and screen the following CPT medical providers in accordance with section L.1., of the Department's Standard Contract, if the Provider is unable to provide an attestation: Medical Director, Physician, Advanced Practice Registered Nurse, Physician Assistant, Registered Nurse, Licensed Practical Nurse, and the CPT Psychologist.
10. Drug Screening Requirements:
 - a. Drug screenings are required for Medical Director, Physician, Advanced Practice Registered Nurse, Physician Assistant, Registered Nurse, Licensed Practical Nurse, and the CPT Psychologist.
 - b. The Department agrees to pay for and screen the following individuals in accordance with section L.2., of the Department's Standard Contract, if the Provider is unable to provide an attestation: Medical Director, Physician, Advanced Practice Registered Nurse, Physician Assistant, registered Nurse, Licensed Practical Nurse, and the CPT Psychologist.
11. Background Screening and Drug Screening Attestations: Attestations submitted pursuant to Paragraphs 9 and 10 above must meet the following requirements:
 - a. Both new and existing CPT credentialed medical and non-medical providers may submit an attestation to the Department.

- b. Any attestation provided for an existing CPT credentialed medical provider must not reflect a break in service within the last five years of employment with the Provider.
- c. Provider is responsible for ensuring all CPT credentialed medical and non-medical providers receive the required screening prior to performing work under the contract.
- d. All attestations must be approved by the Department prior to a provider beginning work under the contract.

END OF TEXT

ATTACHMENT II

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Health to recipient organization may be federal or state financial assistance as defined by 2 CFR § 200.40 and/or section 215.97, Florida Statutes, and may be subject to audits and/or monitoring by the Department of Health, as described in this section. For this agreement, the Department of Health has determined the following relationship exist:

1. **Vendor/Contractor (215.97(z), F.S.) and (2 CFR § 200.23)**. Funds used for goods and services for the Department of Health's own use and creates a procurement relationship with Recipient which is not subject to single audit act compliance requirements for the Federal/State program as a result of this contract agreement.

A vendor/contractor agreement may also be used with an established Service Organization (SO) that is serving as a Third-Party Administrator and in this case, is subject to SSAE18 audit reporting requirements (see Part III. Other Audit Requirements).

2. X **Recipient/Subrecipient of state financial assistance (215.97(o)(y), F.S.)**. Funds may be expended only for allowable costs resulting from obligations incurred during the specified contract period. In addition, any balance of unobligated funds which has been advanced or paid must be refunded to the Department of Health as the state awarding agency. As well as funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the Department of Health.

3. X **Recipient/Subrecipient of federal financial assistance (2 CFR § 200.40)**. Funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the Department of Health as the Pass-Through state awarding agency. In addition, the recipient/subrecipient may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award or this agreement.

Note: A vendor/contractor vs. recipient/subrecipient determination must conclude with the completion of **Exhibit 2** to identify the recipient's audit's relationship with the department.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F (formerly A-133) - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of Health staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDIT GUIDANCE

PART I: FEDERALLY FUNDED

This part is applicable if Recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. If a recipient expends \$750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT 1** to this form lists the federal resources awarded through the Department of Health by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Health. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§ 200.508-.512.
3. If a recipient expends less than \$750,000 in Federal awards in its fiscal year, the recipient is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Note: Audits conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department of Health shall be based on the contract agreement's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health contract involved. If not otherwise disclosed as required by 2 CFR § 200.510, the schedule of expenditures of Federal awards shall identify expenditures by funding source and contract number for each contract with the Department of Health in effect during the audit period.

Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of Recipient's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(1)(n), Florida Statutes.

1. If a recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 or thereafter), recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **EXHIBIT I** to this contract indicates state financial assistance awarded through the Department of Health by this contract. In determining the state financial assistance expended in its fiscal year, recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If a recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that a recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than state funds).

Note: An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department of Health shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health contract involved. If not otherwise disclosed as required by Florida Administrative Code Rule 69I-5.003, the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Department of Health in effect during the audit period.

Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after recipient's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after recipient's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

PART III: OTHER AUDIT REQUIREMENTS

This part is applicable to a contractor, vendor and/or provider organization serving as a third-party administrator on behalf of FDOH programs and is classified or determined in the FDOH contract agreement to be a Service Organization (SO).

If the contracted entity is determined to be a Service Organization (SO), the entity must perform an attestation to the Service Organization Controls (SOC) and submit to FDOH a "Statement on Standards for Attestation Engagements (SSAE18) audit report within the assigned timeframe as agreed upon in the SO's contract agreement. The hired Auditor must make an evaluation consistent with the FDOH contract terms and conditions to determine which SSAE18 report types to perform for the required SOC types. Below are the options available for the SSAE18 reports;

TYPES:

1. **SOC 1** – A report on controls over financial reporting.
 - **Type 1 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design of the controls to achieve the related control objectives included in the description as of a specified date.
 - **Type 2 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design and **operating effectiveness** of the controls to achieve the related control objectives included in the description throughout a specified period. (**Auditor conducts testing**)
2. **SOC 2** – A report on controls that may be relevant to security, availability, processing Integrity, confidentiality or privacy. These reports are intended to meet the needs of a broad range of users that need detailed information and assurance about the controls at a service organization relevant to security, availability, and processing integrity of the systems the service organization uses to process users' data and the confidentiality and privacy of the information processed by these systems. These reports can play an important role in:
 - Oversight of the organization
 - Vendor management programs
 - Internal corporate governance and risk management processes
 - Regulatory oversight
 - **Type 1 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design of the controls to achieve the related control objectives included in the description as of a specified date.
 - **Type 2 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design and **operating effectiveness** of the controls to achieve the related control objectives included in the description throughout a specified period. (**Auditor conducts testing**)

PART IV: REPORT SUBMISSION

1. Copies of single audit reporting packages for state financial assistance (CSFA) and federal financial assistance (CFDA) conducted in accordance with **2 CFR § 200.512 and section 215.97(2), Florida Statutes**, shall be submitted by or on behalf of recipient directly to:

- A. The Department of Health as follows:

SingleAudits@flhealth.gov

Pursuant to 2 CFR § 200.521, and section 215.97(2), Florida Statutes, recipient shall submit an electronic copy of the reporting package and any management letter issued by the auditor to the Department of Health.

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto and accompanied by the "Single Audit Data Collection Form, Exhibit 4." Files which exceed electronic email capacity may be submitted on a CD or other electronic storage medium and mailed to:

Florida Department of Health
Bureau of Finance & Accounting
Attention: FCAM, Single Audit Review
4052 Bald Cypress Way, Bin B01
Tallahassee, FL 32399-1701.

- B. The Auditor General's Office as follows:

One electronic copy email by or on behalf of recipient directly to the Auditor General's Office at: flaudgen_localgovt@aud.state.fl.us.

One paper copy mail to:

Auditor General's Office
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

2. In addition to item 1, electronic copies of reporting packages for federal financial assistance (CFDA) conducted in accordance with **2 CFR § 200.512** shall also be submitted by or on behalf of recipient directly to each of the following:
 - A. The Federal Audit Clearinghouse (FAC), the Internet Data Entry System (IDES) is the place to submit the Federal single audit reporting package, including form SF-SAC, for Federal programs. Single audit submission is required under the Single Audit Act of 1984 (amended in 1996) and 2 CFR § 200.36 and § 200.512. The Federal Audit Clearinghouse requires electronic submissions as the only accepted method for report compliances. FAC's website address is: <https://harvester.census.gov/facweb/>
 - B. When applicable, other Federal agencies and pass-through entities in accordance with 2 CFR §200.331 and § 200.517.
3. Copies of SSAE18 reports and supporting documents shall be submitted by or on behalf of SO/Third Party Administrator directly to the FDOH designated Contract Manager (CM) as outlined in each SO contract agreement.

Note: Any reports, management letter, or other information required to be submitted to the Department of Health pursuant to this contract shall be submitted timely in accordance with 2 CFR § 200.512 and Florida Statutes, Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Department of Health for audits done in accordance with 2 CFR § 500.512 or Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

Recipient shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of six years from the date the audit report is issued and shall allow the Department of Health or its designee, the CFO, or the Auditor General access to such records upon request. Recipient shall ensure that audit working papers are made available to the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department of Health.

End of Text

EXHIBIT 1Contract #: CP110Federal Award Identification #: G-1901FLSOSR**1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**Federal Agency 1 Administration for Children and Families, Department of Health and Human CFDA# 93.667 Title Social Service Block Grant
\$606,593.00 each year of the contract

Federal Agency 2 _____ CFDA# _____ Title _____ \$ _____

TOTAL FEDERAL AWARDS

\$606,593.00 each year of the contract**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

To enable the state to furnish social services best suited to the needs of the individuals residing in the State. Federal block grant funds may be used to provide services directed toward one of the following five goals specified in the law: (1) To prevent, reduce, or eliminate dependency; (2) To achieve or maintain self-sufficiency; (3) To prevent neglect, abuse or exploitation of children and adults; (4) To prevent or reduce inappropriate institutional care; and (5) To secure admission or referral for institutional care when other forms of care are not appropriate.

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:State financial assistance subject to section 215.97, Florida Statutes: CSFA# 64.006 Title Medical Services for Abused and Neglected Children, Department of Health\$ 839,891.00

State financial assistance subject to section 215.97, Florida Statutes: CSFA# _____ Title _____

\$ _____

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, FLORIDA STATUTES

\$ 839,891.00**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

This contract provides a Child Protection Team (CPT) for the safety and well-being of Florida's children suspected of being abused or neglected.

Financial assistance not subject (exempt) to section 215.97, Florida Statutes or 2 CFR § 200.40: \$ _____Financial assistance not subject (exempt) to section 215.97, Florida Statutes or 2 CFR § 200.40: \$ _____**Matching and Maintenance of Effort ***

Matching resources for federal Agency(s):

Agency: _____ CFDA# _____ Title _____ \$ _____

Maintenance of Effort (MOE):

Agency: _____ CFDA# _____ Title _____ \$ _____

*Matching Resources, MOE, and Financial Assistance not subject to section 215.97, Florida Statutes or 2 CFR § 200.306 amounts should not be included by recipient when computing the threshold for single audit requirements totals. However, these amounts could be included under notes in the financial audit or footnoted in the Schedule of Expenditures of Federal Awards and State Financial Assistance (SEFA). Matching, MOE, and Financial Assistance not subject to section. 215.97, Florida Statutes or 2 CFR § 200.306 is not considered State or Federal Assistance.

EXHIBIT 2**PART I: AUDIT RELATIONSHIP DETERMINATION**

Recipients who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR § 200.500, and/or section 215.97, Florida Statutes, recipients who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 is met. Recipients who have been determined to be vendors are not subject to the audit requirements of 2 CFR § 200.501, and/or section 215.97, Florida Statutes. Recipients who are "higher education entities" as defined in Section 215.97(2)(h), Florida Statutes, and are recipients or subrecipients of state financial assistance, are also exempt from the audit requirements of Section 215.97(2)(a), Florida Statutes. Regardless of whether the audit requirements are met, recipients who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

For the purpose of single audit compliance requirements, the Recipient has been determined to be:

- ☐ Vendor/Contractor not subject to 2 CFR § 200.501 and/or section 215.97, Florida Statutes
- ☒ Recipient/subrecipient subject to 2 CFR § 200.501 and/or section 215.97, Florida Statutes
- ☐ Exempt organization not subject to 2 CFR § 200.501; For Federal awards for-profit subrecipient organizations are exempt as specified in 2 CFR § 200.501(h).
- ☐ Exempt organization not subject to section 215.97, Florida Statutes, for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract.

For other audit requirements, the Recipient has been determined to be:

- ☐ Service Organization (SO) subject to SSAE18 reporting requirements

NOTE: If a recipient is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, it must comply with section 215.97(7), Florida Statutes, and Florida Administrative Code Rule 69I-.5006, [state financial assistance] and 2 CFR § 200.330 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Recipients who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient must comply with the following fiscal laws, rules and regulations:

1. 2 CFR Part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2. Reference Guide for State Expenditures
3. Other fiscal requirements set forth in program laws, rules, and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the 2 CFR § 200.401(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR Part 92; for funding passed through U.S. Department of Education, 34 CFR Part 80.

STATE FINANCIAL ASSISTANCE. Recipients who receive state financial assistance and who are determined to be a recipient/subrecipient must comply with the following fiscal laws, rules and regulations:

1. Section 215.97, Florida Statutes
2. Florida Administrative Code Chapter 69I-5,
3. State Projects Compliance Supplement
4. Reference Guide for State Expenditures
5. Other fiscal requirements set forth in program laws, rules and regulations

This document may be obtained online through the FIHealth website under Audit Guidance. *Enumeration of laws, rules and regulations herein is not exhaustive or exclusive. Funding to recipients will be held to applicable legal requirements whether or not outlined herein.

End of Text

EXHIBIT 3

INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF SINGLE AUDIT REPORTS

Part I: Submission to FDOH

Single Audit reporting packages ("SARP") must be submitted to the Department in an electronic format. This change will eliminate the need to submit multiple copies of the reporting package to the Contract Managers and various sections within the Department and will result in efficiencies and cost savings to recipient and the Department. Upon receipt, the SARP's will be posted to a secure server and accessible to Department staff.

The electronic copy of the SARP should:

- Be in a Portable Document Format (PDF).
- Include the appropriate letterhead and signatures in the reports and management letters.

Be a single document. However, if the financial audit is issued separately from the Single Audit reports, the financial audit reporting package may be submitted as a single document and the Single Audit reports may be submitted as a single document. Documents which exceed 8 megabytes (MB) may be stored on a CD and mailed to: Bureau of Finance & Accounting, Attention: FCAM, Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1701.

- Be an exact copy of the final, signed SARP provided by the Independent Audit firm.
- Not have security settings applied to the electronic file.
- Be named using the following convention: [fiscal year] [name of the audited entity exactly as stated within the audit report].pdf. For example, if the SARP is for the 2016-17 fiscal year for the City of Gainesville, the document should be entitled 2016 City of Gainesville.pdf.
- Be accompanied by the attached "Single Audit Data Collection Form." This document is necessary to ensure that communications related to SARP issues are directed to the appropriate individual(s) and that compliance with Single Audit requirements is properly captured.

Questions regarding electronic submissions may be submitted via e-mail to SingleAudits@flhealth.gov or by telephone to the Single Audit Review Section at (850) 245-4185.

Part II: Submission to Federal Audit Clearinghouse

Click [Here](#) for instructions and guidance to submit the completed SF-SAC report to the Federal Audit Clearinghouse website or click [Here](#) to access the SF-SAC Worksheet & Single Audit Component Checklist Form.

Part III: Submission to Florida Auditor General

Click [Here](#) for questions and other instructions for submitting Single SAC reports to the State of Florida, Auditor General's Office

EXHIBIT 4**Single Audit Data Collection Form****Part 1: GENERAL INFORMATION****1. Fiscal period ending date for the Single Audit.**

| | | |
|-------|-----|------|
| Month | Day | Year |
| / | / | |

2. Auditee Identification Number

a. Primary Employer Identification Number (EIN)

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

b. Are multiple EINs covered in this report ☐ Yes ☐ No

c. If "yes", complete No. 3.

3. ADDITIONAL ENTITIES COVERED IN THIS REPORT

Employer Identification #

Name of Entity

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
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4. AUDITEE INFORMATION

a. Auditee name:

Auditee Primary DUNS#:

b. Auditee address (number and street)

City

State

Zip Code

c. Auditee contact

Name:

Title:

d. Auditee contact telephone

() -

e. Auditee contact FAX

() -

f. Auditee contact E-mail

5. PRIMARY AUDITOR INFORMATION

a. Primary auditor name:

b. Primary auditor address (number and street)

City

State

Zip Code

c. Primary auditor contact

Name:

Title:

d. Primary auditor contact telephone

() -

e. Primary auditor E-mail

() -

f. Audit Firm License Number

6. AUDITEE CERTIFICATION STATEMENT – This is to certify that, to the best of my knowledge and belief, the auditee has: (1) engaged an auditor to perform an audit in accordance with the provisions of 2 CFR § 200. 512 and/or section 215.97, Florida Statutes, for the period described in Item 1; (2) the auditor has completed such audit and presented a signed audit report which states that the audit was conducted in accordance with the aforementioned Circular and/or Statute; (3) the attached audit is a true and accurate copy of the final audit report issued by the auditor for the period described in Item 1; and (4) the information included in this data collection form is accurate and complete. I declare the foregoing is true and correct.

AUDITEE CERTIFICATION

Date ____/____/____

Date Audit Received from Auditor: ____/____/____

Name of Certifying Official: _____
(Please print clearly)Title of Certifying Official: _____
(Please print clearly)

Signature of Certifying Official: _____

Attachment III
State of Florida Holidays

| HOLIDAY | Year 2020 (OBSERVED) | Year 2021 (OBSERVED) | Year 2022 (OBSERVED) | Year 2023 (OBSERVED) |
|---|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| New Year's Day | Wednesday, January 1 | Friday, January 1 | Friday, December 31 | Monday, January 2 |
| Birthday of Dr. Martin Luther King, Jr. | Monday, January 20 | Monday, January 18 | Monday, January 17 | Monday, January 16 |
| Memorial Day | Monday, May 25 | Monday, May 31 | Monday, May 30 | Monday, May 29 |
| Independence Day | Friday, July 3 | Monday, July 5 | Monday, July 4 | Tuesday, July 4 |
| Labor Day | Monday, September 7 | Monday, September 6 | Monday, September 5 | Monday, September 4 |
| Veterans' Day | Wednesday, November 11 | Thursday, November 11 | Friday, November 11 | Friday, November 10 |
| Thanksgiving Day | Thursday, November 26 | Thursday, November 25 | Thursday, November 24 | Thursday, November 23 |
| Friday after Thanksgiving | Friday, November 27 | Friday, November 26 | Friday, November 25 | Friday, November 24 |
| Christmas Day | Friday, December 25 | Friday, December 24 | Monday, December 26 | Monday, December 25 |

Please note: If the actual holiday falls on Saturday, the preceding Friday is observed as a holiday. When a holiday falls on Sunday, the following Monday is observed as a holiday.

Attachment IV
CHILD PROTECTION TEAM:
Monthly Deliverable Report

(All are working days except interim case summary and total number of assessments)

Abuse Report Review

| Abuse Report Review (98%) | | | |
|---------------------------|---|-------------|---|
| within 4 days | | over 4 days | |
| # | % | # | % |
| | | | |

Positive Findings

| Verbal Notification (95%) | | | |
|---------------------------|---|-------------|---|
| within 1 days | | over 1 days | |
| # | % | # | % |
| | | | |

Report

| Total Reports | Overall Report Compliance (90%) | | | |
|---------------|---------------------------------|---|----------------|---|
| | Within Timelines | | Over Timelines | |
| | # | % | # | % |
| | | | | |

Assessment Activities

| Total Number of Assessments | within 20 days (90%) | | Assessments over 20 days NE | | over 20 days RFD |
|-----------------------------|----------------------|---|-----------------------------|---|------------------|
| | # | % | # | % | # |
| | | | | | 1 |

Attachment V
Application and Data Security and Confidentiality

This attachment is for the purpose of ensuring adequate information security protection is in place in at all times during this contract between the Department of Health hereinafter referred to as "the (Department)" and service providers, vendors, and information trading partners, all referenced hereinafter together referred to as "Providers" in this attachment.

In this document, the term State Data means any electronic information including, but not limited to, records, files, computer programs, and databases, that are owned by the state of Florida.

1. **Hosting Data or Applications** – This section applies to all contracts whereby a Provider is hosting data, or hosting an application that processes data, on behalf of the Department. Provider will comply with the following:
 - a. Provider, its employees, subcontractors, and agents will comply with all security and administrative requirements of the Department in performance of this contract. Provider will provide immediate notice to the Department's Information Security Manager (ISM), or their designee, in the event it becomes aware of any security breach and any unauthorized transmission of State Data as described below or of any allegation or suspected violation of security requirements of the Department.
 - b. Provider will produce, upon entering a contract, a current security audit (no more than 12 months old) performed by a third party that is certified to perform such audits that demonstrate the use of sound security measures and practices by the Provider hosting the data or application that is processing data, as defined by a nationally recognized security framework. Provider will produce the status of any corrective action plans underway to address deficiencies found in the security audit. Provider must provide an annual update on any open corrective action plans associated with the most recent audit's noted deficiencies. The Department has the right to require Provider to produce a new or updated audit every three years during the contract term, at Provider's expense.
 - c. Provider will provide a copy of its American Institute of Certified Public Accountants (AICPA) "Standards for Attestation Engagements no. 18" (SSAE 18) Service Organization Controls (SOC) Report, SOC #, Type #, to the Department by June 30, 2022. For each additional year of the contract, at the request of the Department, Provider will obtain a current American Institute of Certified Public Accountants (AICPA) "Standards for Attestation Engagements no. 18" (SSAE 18).
 - d. Data Loss Prevention: Provider will perform periodic backups of all data (files, programs, databases, electronic records, etc.) hosted by Provider on behalf of the Department sufficient to ensure no data loss occurs, and that data will be restored from backup when necessary at the Provider's sole expense. In the event of loss of any State Data or records, where such loss is due to the negligence of Provider or any of its subcontractors or agents, the Department may be entitled to sanctions by law or financial consequences per the Contract.
 - e. Breach: A confirmed event that compromises the confidentiality, integrity or availability of information or data. In the event of a breach of any State Data

where such breach is due to the negligence of Provider or any of its subcontractors or agents, the Department may be entitled to sanctions by law or financial consequences per the Contract. Provider may be subject to administrative sanctions for failure to comply with section 501.171, Florida Statutes, for any breach of data, due to a failure to maintain adequate security, and responsible for any costs to the Department for the breach caused by Provider.

- f. **Data Protection:** No State Data or information will be stored in, processed in, or shipped to offshore locations or outside of the United States of America, regardless of method, except as required by law. Access to State Data will only be available to approved and authorized staff, including offshore Provider personnel, that have a legitimate business need. Requests for offshore access will be submitted in accordance with the Department established processes and will only be allowed with express written approval from the Deputy Secretary of Operations. Third parties may be granted time-limited terminal service access to IT resources as necessary for fulfillment of related responsibilities with prior written approval by the ISM. Third parties will not be granted remote access via VPN, private line, or firewall holes, without an approved exemption. Requests for exceptions to this provision must be submitted to the ISM for approval. When remote access needs to be changed, the ISM will be promptly notified. Provider will abide by all Department and state of Florida data encryption standards regarding the transmission of confidential or confidential and exempt information. Documented encryption standards will be provided upon request. Offshore data access must be provided via a trusted method such as SSL, TLS, SSH, VPN, IPsec or a comparable protocol approved by the ISM. Confidential information must be encrypted using an approved encryption technology when transmitted outside of the network or over a medium not entirely owned or managed by the Department.
- g. **Notice Requirement:** Provider will notify the Department upon detection of anomalous or malicious traffic within the scope of contracted services. To the extent applicable, failure to notify the Department of events or incidents that result in breach will subject Provider to legal sanctions, financial consequences per the contract and/or any costs to the Department of such breach of security.
- h. **Data Retention:** Provider must retain data as follows:
 - i. Copies: At contract termination or expiration, submit copies of all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for Provider under the contract; submit copies of all State Data to the Department in a format to be designated by the Department in accordance with section 119.0701, Florida Statutes; shred or erase parts of any retained duplicates containing personal information of all copies to make any personal information unreadable.
 - ii. Originals: At contract termination or expiration--retain its original records, and maintain, in confidence to the extent required by law, Provider's original records in un-redacted form, until the records retention schedule expires and to reasonably protect such documents and data during any pending investigation or audit.

- iii. Both Copies and Originals: Upon expiration of all retention schedules and audits or investigations and upon notice to the Department, destroy all State Data from Provider's systems including, but not limited to, electronic data and documents containing personal information or other data that is confidential and exempt under Florida public records law.

2. **Application Provisioning** – This section applies to all contracts whereby a Provider is making available a software application to be used by the Department for collecting, processing, reporting, and storing data. Provider's software application used for the Department's automation and processing must support, and not inhibit, each of the following Department security requirements:

- a. Users must never share account passwords or allow other users to use their account credentials. Users are responsible for all activities occurring from the use of their account credentials.
 - i. Department employees are responsible for safeguarding their passwords and other authentication methods by not sharing account passwords, email encryption passwords, personal identification numbers, smart cards, identification badges, or other devices used for identification and authentication purposes.
 - ii. Passwords will not be passed or stored in plain text. Passwords must be encrypted or secured by other means when stored or in transit.
- b. Department employees will be accountable for their account activity.
 - i. Audit records will allow actions of users to be uniquely traced for accountability purposes.
 - ii. User accounts must be authenticated at a minimum by a complex password. Department accounts will require passwords of at least 10 characters to include an upper and lowercase letter, a number, and a special character.
 - iii. Department employees must log-off or lock their workstations prior to leaving the work area.
 - iv. Workstations must be secured with a password-protected screensaver with the automatic activation feature set at no more than 10 minutes.
- c. Department employees must not disable, alter, or circumvent Department security measures.
- d. Computer monitors must be protected to prevent unauthorized viewing.
- e. Consultation involving confidential information must be held in areas with restricted access.
- f. Confidential information must be printed using appropriate administrative, technical, and physical safeguards to prevent unauthorized viewing.
- g. Access to data and information systems must be controlled to ensure only authorized individuals are allowed access to information and that access is granted upon a "need-to-know" basis only.

- h. User accounts will be deleted or disabled, as appropriate, within 30 days of employment termination, non-use of account for 60 consecutive days, or under direction of a manager or Personnel and Human Resource Management's notification of a security violation.
 - i. Confidential information will not be disclosed without proper authority. It is the responsibility of each member of the workforce to maintain the confidentiality of information and data. Any employee who discloses confidential information will ensure sufficient authorization has been received, the information has been reviewed and prepared for disclosure as required, and no revocation of the requesting document has been received.
 - j. All employees are responsible for protecting Department data, resources, and assets in their possession.
 - k. All employees are responsible for immediately notifying their local information security coordinator of any violation of Department security policies, or suspected/potential breach of security.
 - l. All employees will be knowledgeable of the classifications of data and information and the proper handling of data and information.
3. **Data Interchange** – This section applies to contracts whereby the Department will be sending data transmissions to, or receiving data transmissions from, a Provider for the purpose of independent processing. Examples include: sending laboratory orders to a laboratory, receiving laboratory results, sending billing information to a clearing house, receiving billing results or notification of payment, sending vital statistics to the Social Security Administration, sending physician licensing information to Florida's Agency for Health Care Administration, receiving continuing education credit information for medical profession licensees, etc. Data interchange contracts must have a data sharing agreement in place. Provider will comply with the following:
- a. Follow all Department and state of Florida data encryption standards regarding the transmission of confidential or confidential and exempt information between the Department and the Provider. Documented encryption standards will be provided upon request. All transmission of confidential or confidential and exempt data must utilize a protected protocol such as SSL, TLS, SSH, VPN, IPsec or a comparable protocol approved by the ISM.
 - b. Use of any connection to the Department's network will be for retrieving information delivered by the Department, or sending data to the Department, and not for any other access to resources on the Department's network.
 - c. Protect and maintain the confidentiality of all data, files, and records, deemed to be confidential or confidential and exempt, retrieved from the Department pursuant to this agreement. The user will immediately notify the Department's ISM of any loss or breach of information originating from the Department and retrieved by Provider.
4. **All IT Services** – This section applies to all contracts whereby a Provider is providing IT services to the Department.

Provider will protect and maintain the confidentiality of all data, files, and records, deemed to be confidential or confidential and exempt, acquired from the Department pursuant to this agreement. Except as required by law or legal process and after notice to the Department, Provider will not divulge to third parties any confidential information obtained by Provider or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing contract work, including, but not limited to, security design or architecture, business operations information, or commercial proprietary information in the possession of the state or the Department.



Attachment VI

CPT Staff Change Notification Form

Date of Notification: _____
Program Location: _____
Staff Name: _____

Effective Date of Staff Change (the official hire/termination/position date: _____

Status (select one): ☐ Hire ☐ Termination ☐ Position change

Position (select one): ☐ Medical Director ☐ Physician ☐ APRN ☐ Physician Assistant
☐ RN ☐ Psychologist ☐ Team Coordinator ☐ Case Coordinator ☐ Intake Coordinator
☐ Support Staff

License Number (if applicable): _____

Date of CPT Approval Letter: _____

Position type (select one): ☐ Full-Time ☐ Part-Time ☐ Contract/Per Diem ☐ OPS

Instructions for CPTIS Access:

☐ Submit staff change form to CPTSATPApproval@flhealth.gov prior to hire.

☐ Include employee's first name, middle initial, and last name: _____

☐ Include employee's job title: _____

☐ Include employee's work address: _____

☐ Include the individual's non-DOH email address: _____

Level of CPTIS Access Requested: ☐ Manager (can enter/delete) ☐ User (can enter) ☐ View Only

☐ CPT Central Office IT Staff will add new staff to TRAIN Florida system. Once given access, staff must complete the **FDOH Information Security & Privacy Awareness (Sections 1 and 2) training** and submit the training certificate to CPT Central Office IT Staff.

☐ Submit the **FDOH Acceptable Use & Confidentiality Agreement** to CPT Central Office IT Staff.

☐ CPT Central Office IT Staff will create a DOH network account and notify local DCSA of account activation. The employee should keep the contract manager and CPT Central Office IT Staff notified of any barriers regarding obtaining the information from the DCSA.

☐ CPT Central Office IT Staff notifies employee when they are able to access CPTIS.

☐ Once the employee has a network account, they will use their **DOH email address** to sign into the KnowBe4 system and complete the second required training **Your Role, Internet Security, and You**, then submit the training certificate to CPTSATPApproval@flhealth.gov within 30 days of hire.

☐ For terminations, notify Contract Manager and CPT Central Office IT Staff immediately on the employee's last day with CPT.

CPT waiver information:

If a waiver application was submitted, the date the approval was signed: _____

**Attachment VII
INVOICE**

Name, Address, FEID#

Provider Name: _____
Address: _____
Telephone Number: _____
Federal Identification #: _____

Contract#: _____
Contract Period: _____
Service Period: _____
Invoice#: _____

State Fiscal Year 2020-2023

Contract Amount: \$ _____ -
Previous Payments: \$ _____ -
Contract Balance: \$ _____ -
Financial Consequences: (Add) \$ _____ -
Available Balance: \$ _____ -

Certification

I certify that this invoice is a true and correct report of the activities for this invoice period in accordance with the contract terms and conditions.

Prepared by: _____
Signature: _____
Title: _____
Date: _____

Approved by: _____
Signature: _____
Title: _____
Date: _____

**This Section is for Agency Officials Only
State of Florida, Department of Health**

Date Invoice Received: _____
Date Goods/Services Received: _____
Date Goods/Services Approved: _____

APPROVED FOR PAYMENT: I certify that the contract deliverables have been received and meet the terms and conditions of the contract.

Contract Manager: _____
Signature: _____
Contract Manager Supervisor: _____
Signature: _____

CPT Date Stamp Here

Type of Request: Regular ____ Final ____
Date Invoice Sent to Disbursements: _____



Child Protection Team (CPT) Staff Roster

Provider Name: _____

Contract Number: _____

Month and Year: _____

Per Chapter 64C-8.002, Florida Administrative Rule:

- Each Child Protection Team shall have a Florida licensed psychologist with training and experience in evaluation and treatment of child abuse and neglect.
- Each Child Protection Team shall have Florida licensed Physicians, Advance Practice Registered Nurses, Physician Assistants, or Registered Nurses who work under the supervision of the Team Medical Director and respond to requests for medical consultation, medical diagnostic examination, or an evaluation of children suspected of being abused or neglected.
- Each Child Protection Team shall have a Team Attorney who is a member of the Florida Bar and provides legal consultation to the team.

Instructions:

1. Provide listing of all providers using the below CPT Position Titles

- | | | |
|---|--------------------|----------------------|
| ▪ Medical Director | ▪ Registered Nurse | ▪ Case Coordinator |
| ▪ Physician | ▪ Psychologist | ▪ Intake Coordinator |
| ▪ Advanced Practice Registered Nurse (APRN) | ▪ Team Coordinator | ▪ Support Staff |
| ▪ Physician Assistant | | ▪ Attorney |

[illegible]

2. **Include information on vacant positions including length of time vacant & plans to recruit/ fill**
 - **Each Child Protection Team must explain what steps are being taken to fill vacant positions.**

| | | | | |
|--|------------|-----------------------|--|------|
| State of Florida Authorization to Incur Travel Expenses | Name | Official Headquarters | | Date |
| | Department | Division | | |

| | | | |
|------------------|----------------|-------------|------------|
| Purpose of Trip: | Departure Date | Return Date | Total Days |
| Destination: | | | |

| | | | |
|---|----------------|-------------|-------------|
| Conference or convention travel: Explanation of benefits accruing to the State of Florida | Departure Time | Return Time | Trip Number |
| | | | |

| |
|---------------------------|
| Total Estimated Per Diem: |
| Registration Fee: |
| Car |

| | | | | | |
|--------------|-------|---------|------|--------|------|
| <u>Motel</u> | Motel | Confirm | Rate | Nights | Cost |
| | | | | | |

| | | | | | | |
|----------------|---------|-------------|------|-------------|------|------|
| <u>Airline</u> | Airline | Dep. Flight | Time | Ret. Flight | Time | Cost |
| | | | | | | |

| |
|--------------------------------------|
| TOTAL ESTIMATED COST FOR TRIP |
| <u>Comments:</u> |
| |

| | | | | |
|---|--------------------------------|-------------|------------------------------|-------------|
| I hereby certify that travel as shown above is to be incurred in connection with official business of the State | | | | |
| <u>Signed:</u> | <u>Approved by Supervisor:</u> | <u>Date</u> | <u>Approved- Agency Head</u> | <u>Date</u> |
| | | | | |

TRAVEL PERFORMED BY COMMON CARRIER OR STATE VEHICLE*THIS SECTION REQUIRED TO BE COMPLETED ONLY WHEN COMMON CARRIER IS BILLED DIRECTLY TO THE STATE AGENCY*

| Date | Ticket Number or State Vehicle Number | From | To | Amount | Name of Common Carrier or State Agency Owning Vehicle |
|------|--|------|----|--------|--|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

STATE OF FLORIDA PURCHASING CARD CHARGES*THIS SECTION REQUIRED TO BE COMPLETED ONLY WHEN TRAVEL RELATED EXPENSES ARE PAID BY USING THE STATE OF FLORIDA PURCHASING CARD*

| Date | Merchant/Vendor | Description of Item Acquired | Amount of Charge |
|------|-----------------|------------------------------|------------------|
| | | | |
| | | | |
| | | | |
| | | | |

THIS SECTION REQUIRED TO BE COMPLETED ONLY WHEN NON-REIMBURSEABLE ITEMS WERE PURCHASED USING THE STATE OF FLORIDA PURCHASING CARD

| Date | Merchant/Vendor | Description of Item Acquired | Amount of Charge |
|------|-----------------|------------------------------|------------------|
| | | | |
| | | | |
| | | | |
| | | | |

Total (This amount must appear on the line "Less Non-Reimbursable Items Included on Purchasing Card" on the reverse side of this form.)

\$ -

GENERAL INSTRUCTIONS

Class A travel -- Continuous travel of 24 hours or more away from official headquarters.

Class B travel -- Continuous travel of less than 24 hours which involves overnight absence from official headquarters.

Class C travel -- Travel for short or day trips where the traveler is not away from his official headquarters overnight.

Breakfast --- when travel begins before 6 a.m. and extends beyond 8 a.m.

Lunch ----- when travel begins before 12 Noon and extends beyond 2 p.m.

Dinner ----- when travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during night-time hours due to special assignment.

NOTE: No allowance shall be made for meals when travel is confined to the city or town of official headquarters or immediate vicinity except assignments of official business outside the traveler's regular place of employment if travel expenses are approved and such special approval is noted on the travel voucher. Rate of Per Diem and Meals shall be those prescribed by Section 112.061, Florida Statutes.

Non-reimbursable items may not be charged on the State of Florida Purchasing Card. Inadvertent non-reimbursable charges are to be deducted from the travel reimbursement claimed on the reverse side of this form on the line "Less Non-reimbursable Items Included on Purchasing Card" and the above "Non-reimbursable Items" section of "State of Florida Purchasing Card Charges" section above must be completed.

Per diem shall be completed at one-fourth of authorized rate for each quarter or fraction thereof. Travel over a period of 24 hours or more will be calculated on the basis of 6-hour cycles, beginning at midnight; less than 24-hours travel will be calculated on the basis of 6-hour cycles, beginning at the hour of departure from official headquarters. Hour of departure and hour of return should be shown for all travel. When claiming per diem, the meal allowance columns should not be used. Claims for actual lodging at single occupancy rate plus meal allowances should be put in the "Per Diem or Actual Lodging Expenses" column and include the appropriate meal allowances in the "Meals for Class A & B Travel" column. Claims for meals allowance involving travel that did not require the traveler to be away from headquarters overnight should be included in the "Class C Meals" column. Vicinity travel must appear in the separate column. When travel is by common carrier and billed directly to the traveler, the amount and description should be included in the "Other Expenses" column. A copy of the ticket or invoice should be attached to this form. If travel is by common carrier and billed directly to the State agency, then the "Travel Performed by Common Carrier or State Vehicle" section above should be completed. If travel is by common carrier and the carrier is paid by the use of the State of Florida Purchasing Card, then the "State of Florida Purchasing Card Charges" section above should be completed. The name of the common carrier should be inserted in the "Map Mileage Claimed" column in these instances. Justification must be provided for use of a noncontract airline (or one offering equal or lesser rates than the contract airline) or rental car (or one having lower net rate) when contract carriers are available. Additionally, justification must be provided for use of a rental car larger than a Class "B" car. If travel is performed by the use of a State-owned vehicle, the word "State" should be inserted in the "Map Mileage Claimed" column on the reverse side of this form, and the above section designated as "Travel Performed by Common Carrier or State Vehicle" should be completed. If lodging is paid by the use of the State of Florida Purchasing Card, the words "Purchasing Card" should be inserted in the "Per Diem or Actual Lodging Expenses" column on the reverse side of this form, and the above section designated as "State of Florida Purchasing Card Charges" should be completed. Incidental travel expenses which may be reimbursed include: (a) reasonable taxi fare; (b) ferry fares and bridge, road, and tunnel tolls; (c) storage and parking fees; (d) telephone and telegraph expenses; (e) convention or conference registration fee. If meals are included in the registration fee, per diem should be reduced accordingly. Receipts should be obtained when required. The official Department of Transportation map should be used in computing mileage from point of origin to destination whenever possible. When any State employee is stationed in any city or town for over 30 days continuous work days, such city or town shall be deemed to be his official headquarters and he shall not be allowed per diem or subsistence after the period of 30 continuous work days has elapsed, unless extended by the approval of the agency head. If travel is to a conference or convention, the "Statement of Benefits to the State" section must be completed or a copy of the Authorization to Incur Travel Expense, Form DFS-AA-13, must be attached. Additionally, a copy of a agenda and and registration receipt must be attached. Any fraudulent claim for mileage, per diem or other travel expense is subject to prosecution as a misdemeanor.

Quarterly/Annual Actual Expenditure Report

Provider:

Period Ending:

Service:

Contract No.:

Fiscal Year:

| | Contract | | Quarter 1 | | Quarter 2 | | Quarter 3 | | Quarter 4 | | YTD | | Remaining |
|--|----------|---------|-----------|----------|-----------|----------|-----------|----------|-----------|----------|--------|----------|-----------|
| | Budget | % Total | Expenses | % Budget | Expenses | % Budget | Expenses | % Budget | Expenses | % Budget | Totals | % Budget | Budget |
| Personnel Category | | | | | | | | | | | | | |
| A. Personnel | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | - |
| B. Fringe Benefits | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | - |
| Totals | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | - |
| Travel Category | | | | | | | | | | | | | |
| C. Travel/Training | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | - |
| Totals | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | - |
| D. General Operation Expenses | | | | | | | | | | | | | |
| 1. Utilities | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | - |
| 2. Telephone/Communications | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | - |
| 3. Office Supplies | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | - |
| 4. Building/Faculty Expenses | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | - |
| 5. Equipment Repair | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | - |
| 6. Office Equipment | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | - |
| 7. Other | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | - |
| Totals | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | - |
| E. Rent, Lease, Mortgage | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | - |
| F. Medical Expenses | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | - |
| G. Insurance - Non Vehicle | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | - |
| H. Staff Related Expenses/Licenses | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | - |
| I. Contract & Subcontract | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | - |
| J. Information Resource Technology | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | - |
| K. Financial Audit | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | - |
| Totals | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | - |
| Indirect OCO Category | | | | | | | | | | | | | |
| L. Operating Capitol Outlay | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | - |
| M. Indirect Costs/Admin Fees | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | - |
| Totals | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | - |
| Grand Totals | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | - |
| Contract Expenditures: | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | |
| Amount Paid by DOH: | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | |
| Contract Surplus/Deficit: | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | \$ - | | |
| Amount to be Refunded (if applicable): | \$0.00 | | | | | | | | | | | | |

*Any DOH contract funds that are not fully expended at the end of the contract year shall be reimbursed to DOH.

I certify that these expenses are true, accurate, and directly related to the contract.

Print Name

Title

Signature

Date

CERTIFICATION REGARDING LOBBYING

Attachment XII

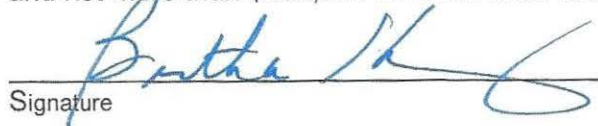
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

Contract # CP110

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (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 an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the 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.
- (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 an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients 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 31 U.S.C. §1352 (1996). 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.


Signature

8/26/20
Date

Bertha Henry
Name of Authorized Individual

CP110
Application or Contract Number

Broward County, Florida
Name of Organization

115 S. Andrews Avenue, Fort Lauderdale FL, 33301
Address of Organization

| DOH BUDGET SUMMARY | | | | |
|---|----------------|--------------------------|---------------------------|----------------|
| PROVIDER NAME: | Broward County | | TYPE OF CONTRACT: | Fixed Price |
| CONTRACT # | CP110 | | CONTRACT AMOUNT: | \$1,446,484.00 |
| CONTRACT PERIOD: | 07/01/2020 - | 06/30/2023 | CONTRACT MANAGER: | Dane Nelson |
| BUDGET PERIOD: | 07/01/2020 - | 06/30/2021 | # of Months in Budget Per | 12 |
| Personnel | | | | |
| | | % of budget | Estimated Total | |
| A. Personnel | | 74% | \$ | 1,068,396.48 |
| B. Fringe Benefits | | 26% | \$ | 375,212.17 |
| Personnel Costs Total | | | \$ | 1,443,608.65 |
| Travel | | | | |
| | | | Estimated Total | |
| C. Travel/Training | | 0% | \$ | - |
| Travel Costs Total | | | \$ | - |
| Expense | | | | |
| | | | Estimated Total | |
| D. General Operation Expenses | | | | |
| 1. Utilities | | 0% | \$ | - |
| 2. Telephone/Communications | | 0% | \$ | - |
| 3. Office Supplies | | 0% | \$ | 2,875.24 |
| 4. Building/Facility Expenses | | 0% | \$ | - |
| 5. Equipment Repair | | 0% | \$ | - |
| 6. Office Equipment | | 0% | \$ | - |
| 7. Other | | 0% | \$ | - |
| E. Rental, Lease, Mortgage | | 0% | \$ | - |
| F. Medical Expenses | | 0% | \$ | - |
| G. Insurance - Non Vehicle | | 0% | \$ | - |
| H. Staff Related Expenses/Licenses | | 0% | \$ | - |
| I. Consultant & Subcontract | | 3% | \$ | - |
| J. Information Resource Technology | | 0% | \$ | - |
| K. Financial Audit | | 0% | \$ | - |
| Expense Cost Total | | | | 2,875.24 |
| Indirect/OCO | | | | |
| | | | Estimated Total | |
| L. Operating Capitol Outlay | | 0% | \$ | - |
| M. Indirect Costs | | 0% | \$ | - |
| Indirect/OCO Total: | | | \$ | - |
| Total Contract Budget | | | \$ | 1,446,483.86 |
| Total Contract Budget Rounded to the Nearest Whole Dollar | | | \$ | 1,446,484.00 |
| I certify that this projected budget is true, accurate, and directly related to the contract. | | | | |
| <u>Dimitri Oriol</u> | | <u>Accountant Senior</u> | | |
| Print Name | | Title | | |
| DIMITRI ORIOL | | | | |
| Signature | | | | |
| 8/12/2020 | | | | |
| Date | | | | |