

MEMORANDUM

Agenda Item No. 9(A)(1)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: July 8, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution authorizing the County Mayor to execute the agreement between the Eleventh Judicial Circuit of Florida, Administrative Office of the Courts through the Veterans Treatment Court (VTC) and Miami-Dade County, through the Miami-Dade County Community Action and Human Services Department Diversion and Treatment Program and to exercise all provisions contained therein; and authorizing the County Mayor to receive and expend reimbursement of approved costs, not to exceed \$15,000.00, from the general revenue fund appropriated by the Florida Legislature for the VTC

Resolution No. R-665-20

The accompanying resolution was prepared by the Community Action and Human Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.



Abigail Price-Williams
County Attorney

APW/uw

Date: July 8, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor



Subject: Resolution Authorizing the County Mayor or the County Mayor's designee to Execute the Agreement with the Miami-Dade Veteran's Treatment Court (VTC) program and to Receive and Expend Florida Legislature Funds

RECOMMENDATION:

It is recommended that the Board of County Commissioners ("Board") authorize the County Mayor or the County Mayor's designee to execute the Agreement between the Eleventh Judicial Circuit of Florida, Administrative Office of the Courts through the Veterans Treatment Court (VTC) and Miami-Dade County, through the Miami-Dade County Community Action and Human Services Department (CAHSD) Diversion and Treatment Program ("Agreement"), and to exercise all provisions contained therein. It is further recommended that the Board authorize the County Mayor or the County Mayor's designee to receive and expend reimbursement of approved costs, not to exceed \$15,000.00, from the general revenue fund appropriated for the VTC by the Florida Legislature for the 2019 – 2020 fiscal year.

SCOPE:

The impact to Miami-Dade County for the provision of these services is countywide. The project aims to increase engagement in treatment for eligible veterans with substance use disorders. The scope of the project will include: 1) screening; 2) psychosocial assessment; 3) treatment planning; 4) referral; 5) service coordination and case management; 6) consultation; 7) continuing assessment and treatment plan reviews; 8) outpatient counseling, including: individual, group and family therapy; 9) client, family and community education; 10) drug testing; 11) documentation of progress; and 12) other tasks permitted in these rules and appropriate to that licensable component.

FISCAL IMPACT/FUNDING SOURCE:

The program is proposed to be budget neutral for the provision of services. Although some of the expenses are processed by and through CAHSD, the VTC reimburses the County for approved fixed-unit costs, not to exceed \$15,000.00 for the state fiscal year 2019-2020.

TRACK RECORD/MONITOR:

CAHSD has a successful track record of implementing and administering Miami-Dade County's existing rehabilitative services programs. The Rehabilitative Services Division Director, Sandra Sandakow, will be responsible for the administering and monitoring of the program contemplated herein.

BACKGROUND:

The Legislative appropriation allows for veterans who are not eligible to receive services through the Department of Veteran Affairs/Veterans Health Administration to be accepted into the VTC program. The VTC program serves veterans, who have been arrested; identified as having a substance use disorder and diverted out of jail into treatment. The VTC program connects eligible participants to needed outpatient substance abuse treatment programs and to community resources which are more fully described in the Agreement.

CAHSD provides comprehensive behavioral health services, inclusive of substance abuse assessment, treatment and referral services to approximately 2,500 adults at various locations throughout Miami-Dade County. Through the Agreement CAHSD, via the Diversion and Treatment Program, will provide comprehensive substance abuse treatment to individuals referred by VTC at no cost to the veterans.

DELEGATION OF AUTHORITY:

The County Mayor or the County Mayor's designee will be authorized to execute the Agreement, and to exercise all provisions contained therein.

Attachments



Maurice L. Kemp
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: July 8, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 9(A)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(1)
7-8-20

RESOLUTION NO. _____ R-665-20

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT BETWEEN THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA, ADMINISTRATIVE OFFICE OF THE COURTS THROUGH THE VETERANS TREATMENT COURT (VTC) AND MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE COUNTY COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT DIVERSION AND TREATMENT PROGRAM AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO RECEIVE AND EXPEND REIMBURSEMENT OF APPROVED COSTS, NOT TO EXCEED \$15,000.00, FROM THE GENERAL REVENUE FUND APPROPRIATED BY THE FLORIDA LEGISLATURE FOR THE VTC

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

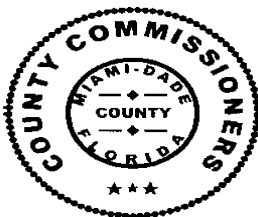
Section 1. Authorizes the County Mayor or the County Mayor's designee's to execute the Agreement between the Eleventh Judicial Circuit of Florida, Administrative Office of the Courts through the Veterans Treatment Court ("VTC") and Miami-Dade County, through the Miami-Dade County Community Action and Human Services Department Diversion and Treatment Program, in substantially the form attached hereto and incorporated herein by reference, and to exercise all provisions contained therein.

Section 2. Authorizes the County Mayor or the County Mayor’s designee to receive and expend reimbursement of approved costs, not to exceed \$15,000.00, from the general revenue fund appropriated for the VTC by the Florida Legislature in the 2019 – 2020 fiscal year.

The foregoing resolution was offered by Commissioner **José "Pepe" Diaz** , who moved its adoption. The motion was seconded by Commissioner **Joe A. Martinez** and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	aye		
Rebeca Sosa, Vice Chairwoman	aye		
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	absent
Jose “Pepe” Diaz	aye	Sally A. Heyman	aye
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	absent	Sen. Javier D. Souto	aye
Xavier L. Suarez	absent		

The Chairperson thereupon declared this resolution duly passed and adopted this 9th day of July, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Shanika A. Graves

**AGREEMENT BETWEEN
THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA
AND
MIAMI-DADE COUNTY, FLORIDA**

THIS AGREEMENT is entered into between the **ELEVENTH JUDICIAL CIRCUIT OF FLORIDA**, hereinafter referred to as "Court," and **MIAMI- DADE COUNTY, FLORIDA** hereinafter referred to as the "Contractor."

This Agreement memorializes the relationship between the **Eleventh Judicial Circuit of Florida, Administrative Office of the Courts through the Veterans Treatment Court ("VTC")** and **Miami-Dade County, through the Miami-Dade County Community Action and Human Services Department ("CAHSD") Diversion and Treatment Program (DATP).**

I. THE CONTRACTOR AGREES:

A. Agreement Document

1. To provide commodities and services indicated in Attachment A in accordance with the terms and conditions specified in this Agreement.
2. That the Agreement document consists of all attached documents, and that the order of precedence is established in Section III (J).

B. Governing Law

That this Agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law including Florida provisions for conflict of laws. Venue shall be Miami, Florida.

C. Invoicing and Travel

1. If allowed under this Agreement, to submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
2. That where itemized payment for travel expenses are permitted in this Agreement, to submit bills for any travel expenses in accordance with §112.061, F.S. or at such lower rates as may be provided in this Agreement.
3. That invoices shall be submitted to the following address:

Evelyn Inza
Circuit Court Criminal Division
1351 N.W. 12th Street, Room 7100
Miami, FL 33125

Any questions or concerns, please contact the contract manager or Administrative Services Division's main telephone number (305) 349-5528.

D. Records and Retention

1. To establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by Court under this Agreement in accordance with Rule 2.440, Florida Rules of Judicial Administration.
2. To retain, at no additional cost to the Court, all participant records, financial records,

supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after completion of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records and documents shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement. If any such records are eligible for destruction under applicable record retention schedules before five (5) years after completion of the Agreement the records may be destroyed with the prior written approval of the Court's Contract Manager.

3. Upon demand and at no additional cost to the Court, the Contractor will facilitate the duplication and transfer of any records or documents during the required retention period.

E. Audits, Inspections, Investigations and Monitoring

1. To allow public access to all documents, papers, letters, or other public records as defined in Rule 2.420, Florida Rules of Judicial Administration, made or received by the Contractor in conjunction with this Agreement except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Contractor's failure to comply with this provision shall constitute an immediate breach of this Agreement for which the Court may unilaterally terminate the Agreement.
2. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Court.
3. To permit persons duly authorized by the Court to inspect and copy any records, papers, documents, facilities, goods and services of the Contractor which are relevant to this Agreement; and to interview any participants, employees and subcontractor employees of the Contractor to assure Court of the satisfactory performance of the terms and conditions of this Agreement. Following such review, the Court will deliver to the Contractor a written report of its findings and where appropriate, a request for the Contractor to submit a corrective action plan (see subsection III.C.).
4. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General (§20.055, Florida Statutes), and/or the Auditor General of Florida.
5. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.
6. To provide a financial and compliance audit to the Court as specified in Attachment E, and to ensure that all related party transactions are disclosed to the auditor.

F. Indemnification

1. To be liable for and indemnify, defend and hold the Court and all of its officers, agents and employees harmless from all claims, suits, judgments or damages, including attorneys' fees and costs, arising out of any act, actions, neglect or omissions by the Contractor, its agents or employees during the performance or operation of this Contract or any subsequent modifications thereof.
2. Its inability to evaluate its liability or its evaluation of liability shall not excuse the Contractor's duty to defend and to indemnify, within seven (7) days after notice by the Court by certified mail, return receipt requested, by a reputable courier service. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the Contractor is not liable shall excuse performance of this provision. The Contractor shall pay all costs and fees, including attorneys' fees, related to these obligations and their enforcement by the Court. The Court's failure to notify the Contractor of a claim

shall not release the Contractor from these duties. The Contractor shall not be liable for the sole negligent acts of the Court.

3. For all claims by the Court against the Contractor, regardless of where the claim is filed, the Contractor's liability for direct damages will be the value of this Contract, not to exceed the total amount paid to the vendor for services rendered under the contract at the time of the claim.
4. No party will be liable for special, indirect, punitive or consequential damages, including lost data or records (unless the Contract requires the Contractor to back-up data or records), even if the party has been advised no such damages are possible.
5. No party will be liable for lost profits, lost revenues or lost institutional operating savings.
6. Contractor is an independent contractor and not an agent or employee of the Court or State of Florida.
7. Contractor expressly understands and agrees any insurance protection required by this Contract or otherwise provided by Contractor, in no way, limit the responsibility to indemnify, keep and save harmless and defend the Court or their officers, employees, agents and instrumentalities, as herein provided. All required documents must be attached to each original contract.

G. Insurance

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s). The Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary, in accordance with Florida law, to provide reasonable financial protections for the Contractor and the participants to be served under this contract. Within five (5) business days of the execution of this contract, the Contractor shall furnish to the Court's Contract Manager, 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 of Florida.

H. Safeguarding Confidential Information

To comply with all applicable state and federal laws, regulations and security controls related to access and use of confidential information obtained from individuals, businesses, state and federal resource information systems, information systems of other agencies, and from any other person regarding a participant and participant's family members regardless of where the information is maintained. Contractor acknowledges that by entering into this Agreement, managerial, operational, and technical security controls must be in place before, during, and after Contractor's staff access to confidential information.

1. Contractor shall restrict access to state and federal confidential information obtained under this Agreement to staff authorized to perform their official duties under this Agreement. Access and use of information is authorized only for the purposes described in this Agreement. IF THERE IS ANY DOUBT WHETHER DISCLOSURE IS AUTHORIZED, THE INFORMATION MUST NOT BE DISCLOSED. Any questions should be directed to the Court's Contract Manager.
2. All Agreement terms relating to confidential information and data security apply to the Contractor, the Contractor's employees, agents, and any other person who performs work under this Agreement, any contract or subcontract.

I. Assignments and Subcontracts

1. To neither assign the responsibility for this Agreement to another party for any of the work contemplated under this Agreement without prior written approval of the Court which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval shall be null and void. In the event a Contractor assigns, sells or otherwise transfers all or part of the assets of his/her company to another entity or merges with another entity, Contractor shall notify the Court, in writing, prior to such transfer and complete the vetting process. Any assignment, sale, or transfer occurring without prior reasonable notice to the court shall be null and void.
2. To be responsible for all work performed and for all products produced pursuant to this contract whether actually furnished by the Contractor. Any agreements or contracts shall be evidenced by a written document. The Contractor, at its expense, will defend Court against such claims.
3. That Court shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Contractor. In the event the Court approves transfer of the Contractor's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the Agreement. This Agreement shall remain binding upon the successors in interest of either the Contractor or the Court.
4. The Court and the Contractor each binds itself, its partners, successors, legal representatives and assigns to the other parties of this Contract and the partners, successors, legal representatives and assigns of such other party in respect to all terms, conditions and covenants of this Contract. This is a personal services contract; no assignment or delegation will be made by the Contractor without the prior written consent of the Court.

J. Return of Funds

To return to the Court any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the Contractor by the Court. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment within five (5) business days of discovery. In the event that the Court first discovers an overpayment has been made, the Contract Manager, on behalf of the Court, will notify the Contractor by letter of such findings. Should repayment not be made within thirty (30) days of the notification by the Court, the Contractor will be charged at the lawful rate of interest on the outstanding balance after the Court's notification or Contractor discovery.

Contractor shall return the overpayments to the Court:

Eleventh Judicial Circuit of Florida
Administrative Office of the Courts
Administrative Services Division
Lawson E. Thomas Courthouse Center
175 N.W.1st Avenue, Suite 2701
Miami, Florida 33128

K. Non-discrimination Requirements

That the Contractor will not discriminate against any employee in the performance of this Agreement, against any applicant for employment, any program participant or participant's non-offending family members because of age, race, religion, color, disability, national origin,

marital status, sex or genetic information. The Contractor further assures that all subcontractors, or others with whom it arranges to provide services or benefits to participants, participant's non-offending family members or employees in connection with any of its programs and activities are not discriminating against those participants, participant's non-offending family members or employees because of age, race, religion, color, disability, national origin, marital status, sex or genetic information.

L. Employment of Illegal Aliens

That unauthorized aliens shall not be employed by the Contractor. The Court shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this Agreement by the Court.

M. Independent Capacity of the Contractor

1. To act in the capacity of an independent contractor and not as an officer, employee of the Court. Neither the Contractor nor its agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the Court to any agreement unless specifically authorized in writing to do so.
2. That this Agreement does not create any rights or privileges entitling Contractor to state retirement, leave benefits, or any other benefits of state employees as a result of performing the duties or obligations of this Agreement.
3. To be deemed an independent contractor and shall be responsible for the manner in which the Contractor performs the services required by the terms of this Agreement. Contractor shall exclusively assume responsibility for the acts of Contractor's employees and all others acting at the direction of or on behalf of Contractor as they relate to the services provided under this Agreement.
4. To take such actions as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the Court.
5. That the Court will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Contractor, or its subcontractor or assignee, unless specifically agreed to by the Court in this Agreement.
6. That all deductions for social security, withholding taxes, income taxes, garnishment or other court reductions in pay, contributions to unemployment compensation funds and all necessary insurance for the Contractor, the Contractor's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Contractor.

N. Sponsorship

THIS SECTION INTENTIONALLY OMITTED

O. Publicity

That without limitation, the Contractor and its employees, agents, and representatives will not, without prior written consent in each instance, use in advertising, publicity or any other promotional endeavor any State or Court mark, the name of the State's or Court's mark, the name of the State or Court or any State or Court affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the Contractor has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the Contractor's prospective customers.

P. Invoicing and Final Invoice Process

Invoices should be submitted monthly by the 15th of the following month after services have been provided. To submit the final invoice for each State Fiscal Year (July 1 of each year to June 30 of the following year) for payment to the Court by the last business day in July after the end of the State Fiscal Year or within thirty (30) days after termination of the Agreement. If the Contractor fails to do so, all rights to payment are forfeited and the Court will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Agreement may be withheld until all reports, deliverables and tasks due from the Contractor pursuant to this Agreement and necessary adjustments thereto have been approved by the Court.

Q. Lobbying

To comply with the all applicable lobbying regulations, including §§11.062 and 216.347, F.S., which limit the expenditure of grant funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

R. Patents, Copyrights, Royalties and Rights to Products

THIS SECTION INTENTIONALLY OMITTED

S. Criminal History Records Checks

1. That the Court requires criminal history records checks on any of Contractor staff, employees, or subcontractor staff that has access to confidential information, resources, or facilities operated in whole or in part, with funding from this Agreement unless formally waived in writing by the Court. The cost of performing the criminal history records checks is paid by the Contractor.
2. The criminal history records check must be completed within 30 days after the start of employment. If the Contractor adds additional employees during the term of the Agreement, the names of those staff, employees, or subcontractor staff must be provided to the Court's Contract Manager within 7 days of beginning work. The Contractor shall resubmit updated Criminal History Records Checks every three (3) years from the prior criminal history records check as long as the Agreement is in force.
3. Criminal history records checks must be conducted through the state crime bureau in each state where the employee indicates residence, employment, or education over the past ten years. A state crime bureau is the entity, charged by law, responsible for collection, retention, and dissemination of state criminal history records. All criminal history records checks for employees that reveal evidence of a crime and that the Contractor intends to retain must be provided to the Court's Contract Manager for review. If the crimes are unacceptable, as determined by the Court, the Contractor agrees to remove the employee from the worksite and terminate the employee's access to confidential information resources, participant's and the participant's family members.
4. During the term of the Agreement, the Contractor shall report in writing to the Court's Contract Manager, the arrest, charge or Notice to Appear for an alleged violation of law in any state or other jurisdiction for any of Contractor's staff, employee, or subcontractor assigned to this Agreement within one (1) business day of Contractor's knowledge. The notice shall include the Contractor's name, the staff member's name, and the location and nature of the alleged violation. The Court reserves the right to immediately suspend or terminate the staff members work on this under Agreement. The Contractor shall notify the Court within ten (10) days of case disposition.

T. Confidentiality Breach Reporting and Notification Responsibility

That the Contractor is subject to the provisions of §501.171 Florida Statutes, that requires the reporting and remedies for breach of security related to third-party confidential information, as well as fines of up to \$500,000 for failure to report timely.

U. Communications to the Court

That the Contractor shall affix its name and tax identification number on all communications addressed to the Court. The Contractor shall keep the Court informed at all times of its current name, address, telephone and facsimile numbers, email address, and tax identification number. The Contractor shall provide notification of changes to the Court in writing.

V. Cooperative Purchasing

That other entities of the Judicial Branch, other State agencies, county governments, city governments and political sub-divisions may be allowed to procure goods or services from this Contract at the terms and conditions noted herein, subject to the agreement of the Contractor. Such contracts will be considered independent contracts between the entity and the Contractor. The Circuit, the State Court System and the Office of the State Court Administrator will not be a party to such contract unless such entity agrees to be part of the contract.

II. THE COURT AGREES:**A. Contract Amount**

To pay for commodities and services according to the terms and conditions of this Agreement in an accordance with Attachment A to this Agreement, subject to the availability of funds. Any costs or services paid for under any other contract or Agreement or from any other source are not eligible for payment under this Agreement.

B. Contract Payment

That pursuant to §215.422, F.S., the Court has fifteen (15) business days to inspect the documentation regarding the delivery of the goods and services provided by the Contractor, unless a different period has been agreed to by the parties. If payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Court or the date on which the documents regarding the delivery of the goods or services are approved, a separate interest penalty set by the Chief Financial Officer pursuant to §55.03, F.S., will be due and payable in addition to the invoice amount.

C. Payment Inquiries and Vendor Ombudsman

The Administrative Services Division handles all inquiries of invoices and payments.

That a Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in subsection 215.422 (7), F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724. The payment history and pending payment information is available at <https://fs.fldfs.com/dispub2/cvnhphst.htm>.

III. THE CONTRACTOR AND THE COURT MUTUALLY AGREE:

A. Effective and Ending Dates

That this Agreement shall begin on the date on which the Agreement has been signed by the last party required to sign it. It shall end at midnight, Eastern Time, on June 30, 2023. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and allocation by the Chief Justice.

B. Renewal

That upon mutual agreement, the Court and the Contractor may renew the Agreement for a period that may not exceed three (3) years. The renewal may be divided into increments, may be for a complete term, or any combination thereof. The renewal must be in writing and signed by both parties.

C. Corrective Action Plan

1. That should the Court identify any deficiency based on Agreement requirements, which the Court, in its sole discretion, deems to be of significant magnitude, the Court may notify the Contractor of the deficiency and of the need to submit a corrective action plan (CAP).
2. That upon such notification, the Contractor shall submit a formal written CAP within ten (10) business days of the date of the letter from the Court requiring submission of a CAP. The CAP shall be sent to the Court's Contract Manager for review, approval, and determination.
3. That the Court shall notify the Contractor in writing of the acceptance or unacceptability of the CAP within ten (10) business days of receipt of the CAP. If the CAP is unacceptable, the Court shall provide a written statement identifying in reasonable detail, why the Court believes the CAP will not result in correction of the cited deficiencies. The Contractor shall have ten (10) business days from receipt of the rejection letter to submit a revised CAP or letter of explanation.
4. That upon acceptance of the CAP, the Contractor shall have, at the discretion of the Court, up to sixty (60) days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by the Court does not guarantee the implementation will result in elimination of future deficiencies.
5. That the CAP will remain in effect until all deficiencies are corrected. Updates on the status of the plan will be required as determined by the Court's Contract Manager.
6. That the Contractor's failure to respond to a request for a corrective action plan or failure to meet the corrective action plan may result in termination of the Agreement, pursuant to the termination provisions set forth in this contract. The Court reserves the right to exercise other remedies as permitted by law.

D. Termination

1. That this Agreement may be terminated by the Court or the Contractor without cause upon no less than a thirty (30) day's notice in writing to the other party unless a shorter time is mutually agreed upon in writing.
2. In the event funds for payment pursuant to this Agreement become unavailable, the Court may terminate this contract upon no less than a twenty-four (24) hour notice in writing to the Contractor. The Court shall be the final authority as to the availability and adequacy of funds. In the event of termination of this Agreement, the Contractor will be compensated for any work satisfactorily completed.

3. That this Agreement may be terminated for the Contractor's non-performance or deficient performance upon no less than a twenty-four (24) hour notice in writing to the Contractor. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Court's right to remedies at law or in equity.
4. That written notice of termination shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Contractor responsible for administration of the program as appropriate.

E. Severability

The terms and conditions of this Agreement shall be deemed to be severable. If any clause, term, or condition herein shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions. Notwithstanding any such determination, this Agreement shall continue in full force and effect unless a particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

F. Renegotiations or Modifications

1. That modifications of provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in Court's operating budget.
2. That the parties agree to renegotiate this Agreement if state revisions of any applicable laws or regulations make changes in this contract necessary.

G. Notice

That any notice, that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent by the Court to the representative of the Contractor responsible for administration of the program, at the designated address indicated in III.I.3 and by the Contractor, to Court's Contract Manager indicated in III.I.4.

H. Execution of Counterparts

The Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument. A signed copy of the Contract or counterpart transmitted via facsimile, email, or other electronic means will be deemed to have the same legal effect as delivery of an original executed copy.

I. Official Payee and Representatives (Names, Addresses, Email Address, and Telephone Numbers):

1. The Contractor's name, as shown on page 1 of this Agreement, and mailing address of the official payee to whom the payment shall be made is:

**Miami-Dade County
Community Action and Human Services Department**

**701 N.W. 1st Court-10th Floor
Miami, Florida 33136**

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

**Finance Records:
Richard Signori, Division Director
Financial Management Division
Miami-Dade County
Community Action and Human Services Department
701 N.W. 1st Court-10th Floor
Miami, Florida 33136
sign@miamidade.gov
786-469-4863**

**Administrative Records:
Sandra Sandakow, Division Director
Miami-Dade County
Community Action and Human Services Department
3140 N.W. 76th Street
Miami, Florida 33147
SSANDAK@miamidade.gov
(305) 693-3262**

3. The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this Agreement is:

**Sandra Sandakow, Division Director
Miami-Dade County
Community Action and Human Services Department
3140 N.W. 76th Street
Miami, Florida. 33147
SSANDAK@miamidade.gov
(305) 693-3262**

4. The name, address, and telephone number of the Contract Manager for the Court for this Agreement is:

**Evelyn Inza
Circuit Court Criminal Division
1351 N.W. 12th Street, Room 7100
Miami, Florida 33125
305-548-5632
EInza@jud11.flcourts.org**

5. Upon change of representatives (names, addresses, telephone numbers and e-mail addresses) by either party, notice shall be provided in writing to the other party.

J. All Terms and Conditions Included

This Agreement and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, 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 Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Agreement is legally determined unlawful or unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be stricken. Attachments and exhibits to this contract which apply, and therefore are incorporated by reference include (those indicated with a checked box (☒):

Applicable attachments: ☒ indicates the attachment applies to this contract.		
	Attachment #	Attachment Title
☒	Attachment A	Scope of Work/Additional Provisions
☒	Attachment B	Vendor Direct Deposit Authorization
☒	Attachment C	Certification Regarding Lobbying
☒	Attachment D	Criminal History Checks
☒	Attachment E	Compliance requirements applicable to state resources awarded pursuant to this agreement.

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.J. above.

IN WITNESS THEREOF, the parties hereto have caused this twenty-three (23) page contract, including Attachments, to be executed by their undersigned officials as duly authorized.

MIAMI-DADE COUNTY,
FLORIDA

SIGNED

BY: _____

NAME:

TITLE:

DATE: _____

MFMP Vendor
FEIN #

Reviewed as to Legal Form
and Sufficiency

County Attorney

PG/dj/W125
CONTRACT NO. K18-103

THE ELEVENTH JUDICIAL CIRCUIT OF
FLORIDA

SIGNED

BY: _____

NAME: Sandra Lonergan

TITLE: Trial Court Administrator

DATE: _____

Reviewed as to Legal Form
and Sufficiency

Patricia Gladson, Esq., General Counsel

Attachment A

Scope of Work

PART 1 – GENERAL INFORMATION

Section A – Background and Purpose

The Florida Legislature has appropriated non-recurring, general revenue funds to the Miami-Dade Veterans Treatment Court (VTC) program. The program connects veterans who have been arrested to community resources. Participants are referred for substance abuse treatment; however, a small percentage of veterans who are eligible for VTC are ineligible to receive services through the Department of Veterans Affairs/ Veterans Health Administration (VHA). The Diversion and Treatment Program (DATP) through Miami-Dade County's Community Action and Human Services Department (CAHSD) is a valuable partner in the process of providing outpatient treatment services for these VHA ineligible veterans identified with a substance use disorder who are being diverted out of jail and into treatment. The DATP can specifically address criminogenic risks as well as treatment needs using comprehensive assessments and individualized treatment plans. The Legislative appropriation allows for VHA ineligible veterans to be accepted into the VTC program and receive the necessary substance abuse services at community partner DATP at no cost to the veterans. This Agreement provides the method for disbursement of the appropriated funds, how the funds may be spent, sets forth requisite deliverables, performance measures, financial consequences, reporting requirements, disbursement to expenditure reconciliation, invoice terms, and other conditions necessary for payment.

Section B – Objective

The objective of this Agreement is to provide outpatient substance abuse treatment services for VHA ineligible veterans who are participants of the Miami-Dade VTC program.

PART 2 – WORK REQUIREMENTS

SECTION A - DELIVERABLES		
ID #	TITLE	DESCRIPTION/PERFORMANCE STANDARDS/FINANCIAL CONSEQUENCES
1.	Outpatient Treatment	1.1 DESCRIPTION For Miami-Dade VTC participants identified with a substance use disorder who are being diverted out of jail and into treatment, the Contractor will provide evidence-based intensive outpatient alcohol and drug treatment services utilizing the manualized curriculum MATRIX, which includes individual and group counseling, family therapy, psycho-social/ASAM assessment, psychological and psychiatric evaluations, treatment planning, case management, random drug testing and other auxiliary services and supports as indicated. 1.1.1 Assessment and Goal Setting: Client-directed assessments across the life domains of the family, Behavior specific and measurable goals and outcomes are developed and evaluated with the family. 1.1.2 Treatment Plan Reviews: Review participant's progress toward goals and objectives. 1.1.3 Individual and Conjoint Sessions: Sessions provide an overview of the program and an opportunity to complete administrative documentation, and establish rapport. The primary goal is to provide clients and families with an opportunity to establish an individualized connection with the therapist to complete assessment, determine the course of treatment, and work out crises in a non-judgmental context. Part of the process is to introduce the client to a new set of tools with which he/she may deal effectively with substance abuse issues. 1.1.4 Early Recovery Skills Group Sessions: Group is provided twice per week for a total of eight (8) sessions and includes between six to eight clients. Clients learn skills needed to achieve initial sobriety, are introduced to basic cognitive-behavioral interventions, and the value of the Twelve Step approach is reinforced. Group includes a co-leader. 1.1.5 Social Support Group Sessions: Suitable for clients who have attained stable recovery and have completed twelve (12) weeks or more of the intensive phase of a MATRIX intensive outpatient

		treatment. This group is designed to help clients learn socialization skills in a familiar, safe environment. Group includes a co-leader/peer specialist. 1.1.6 Family Education Group Sessions: Part of standardized protocol for six (6) to twelve (12) sessions that provide clients and their families with information on specific substances of use, recovery, the treatment process, and resulting interpersonal family dynamics. Teaches and promotes healthy individuating of clients and family members in addictive relationships. This modality includes a Medication Assisted Treatment (MAT) segment, summarizing advances in treatment and available medical approaches. 1.1.7 Relapse Prevention Group Sessions: Thirty-two (32) sessions designed to deliver information, support, and camaraderie to clients as they proceed through recovery. Manualized approach to deliver information on specific relapse prevention material, topics, and skills. In addition, clients participate in site specific groups such as Seeking Safety, Helping Men Recover (HMR), Anger Management, and Living Skills. 1.1.8 Instant Random Urinalysis: Rapid-result test cups used for random urine screenings to instantly detect the presence of drugs and alcohol. 1.1.9 Psychiatric Services Referral: If mental health symptoms arise throughout the course of treatment and ongoing assessment, a psychiatric services referral will be made to a community mental health center.
		1.2 <u>PERFORMANCE STANDARDS</u> The Contractor will: 1.2.1 Referral and Admission: Be available to receive referrals electronically and provide an initial appointment for admission into the outpatient treatment program no later than 14 days from receipt of referral, and notify the referral source immediately if a participant refuses treatment. 1.2.2 Intake and Assessment: To be completed within 30 days of admission into the outpatient treatment program. 1.2.3 Comprehensive Treatment Plan: To be developed within 30 days of admission into the outpatient treatment program, based on identified goals and objectives that will address treatment needs. 1.2.4 Treatment Plan Reviews: To be completed every 30 days to assess progress towards identified goals and objectives outlined in the comprehensive treatment plan. 1.2.5 Individual and Conjoint Sessions: Individual and conjoint counseling session for a minimum of one hour using evidence-based therapeutic interventions. The number of sessions per week/month is based on the participant's phase of treatment (see Attachment A, Part V). 1.2.6 Group Sessions (including Early Recovery Skills, Social Support, Family Education, and Relapse Prevention Groups): Matrix group counseling session for a minimum of one hour using evidence-based therapeutic interventions. The number of group sessions per week/month is based on the participant's phase of treatment (see Attachment A, Part V). 1.2.7 Instant Random Urinalysis: Urine screening for the presence of drugs and alcohol will be truly randomized, with the frequency based on the participant's phase of treatment (see Attachment A, Part V). 1.2.7.1 All test results will be entered into both the FDCCMS and i-Samson Web-based systems by the end of the same business day, and no later than 24 hours, from when the test was conducted. 1.2.7.2 Any positive test result(s) will be reported to VTC staff within 24 hours of receiving the result. 1.2.7.3 When a participant fails to show up for a test, VTC staff will be notified within 24 hours, by the next business day, of the day's missed test. 1.2.8 Psychiatric Services Referral: To be made as needed.

		1.3 <u>FINANCIAL CONSEQUENCES</u> 1.3.1 Failure to complete the Intake and Assessment within 30 days of admission into the outpatient treatment program will result in a reduction of 10% of the next invoice reimbursement. If there are multiple infractions within an invoice the financial consequences will not exceed a total maximum of 10% of the invoice. 1.3.2 Failure to develop the Comprehensive Treatment Plan within 30 days of admission into the outpatient treatment program will result in a reduction of 10% of the next invoice reimbursement. If there are multiple infractions within an invoice the financial consequences will not exceed a total maximum of 10% of the invoice. 1.3.3 Failure to complete Treatment Plan Reviews every 30 days will result in a reduction of 10% from the next invoice reimbursement. If there are multiple infractions within an invoice the financial consequences will not exceed a total maximum of 10% of the invoice. 1.3.4 Failure to conduct Individual Counseling as indicated in the comprehensive treatment plan and per the participant's phase of treatment will result in a reduction of 10% of the next invoice reimbursement. If there are multiple infractions within an invoice the financial consequences will not exceed a total maximum of 10% of the invoice. 1.3.5 Failure to provide Group Counseling as indicated in the comprehensive treatment plan and per the participant's phase of treatment will result in a reduction of 10% of the next invoice reimbursement. If there are multiple infractions within an invoice the financial consequences will not exceed a total maximum of 10% of the invoice. 1.3.6 Failure to provide Instant Random Urinalysis as identified in the Performance Standards Section 1.2.7. will result in a reduction of 10% of the next invoice reimbursement. If there are multiple infractions within an invoice the financial consequences will not exceed a total maximum of 10% of the invoice. 1.3.7 Failure to schedule a Psychiatric Services Referral as needed will result in a reduction of 10% of the next invoice reimbursement. If there are multiple infractions within an invoice the financial consequences will not exceed a total maximum of 10% of the invoice.
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SECTION B –REPORTS AND INVOICES			
ID #	TITLE	DESCRIPTION	DUE
1.	Treatment Status Report (Court Report)	A Treatment Status Report will be required at all court hearings and must include: 1. Program admission date and reporting period dates on all reports. 2. Applicable substance abuse and/or mental health diagnoses. 3. Compliance with psychotropic medication and psychiatric follow ups, if applicable. 4. Drug and alcohol screening results, to include all dates tested. Positive results must include the substance(s) that produced such results. 5. Treatment progress and program compliance, to include attendance, participation, insight into recovery, objectives and goals being addressed, and AA/NA involvement. 6. Referrals for auxiliary services, if applicable. 7. Treatment program recommendations.	24 hours prior to the participant's court date

2.	Monthly Invoice	A summary of the program activities provided during the prior month to include: Monthly behavioral health treatment services report listing each of the services provided during the prior month by program participant, as well as total services provided for the year by participant.	By the 15th of each month for the services delivered the prior month
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SECTION C - ADDITIONAL REQUIREMENTS

1. Scope of Practice – Unless licensed under Chapter 458, 459, 464, 490, or 491, F.S., non-medical professional staff providing clinical services specific to substance abuse are limited to the following tasks:
 - 1.1. Screening;
 - 1.2. Psychosocial assessment;
 - 1.3. Treatment planning;
 - 1.4. Referral;
 - 1.5. Service coordination and case management;
 - 1.6. Consultation;
 - 1.7. Continuing assessment and treatment plan reviews;
 - 1.8. Counseling, including:
 - 1.8.1. Individual counseling,
 - 1.8.2. Group counseling, and
 - 1.8.3. Counseling with families, couples, and significant others;
 - 1.9. Client, family, and community education;
 - 1.10. Documentation of progress; and
 - 1.11. Any other tasks permitted in these rules and appropriate to that licensable component.
2. Participant Eligibility Criteria - To remain eligible to continue participating in VTC and receive services under this Agreement operated by the Eleventh Circuit Criminal VTC, the Participant must:
 - 2.1. Meet diagnostic criteria for a substance use disorder. If undiagnosed, the participant must present with acute symptoms relating to a substance use disorder or have a history of substance abuse.
 - 2.2. Have a valid referral (not rescinded or revoked) from VTC.
 - 2.3. Continue to participate in their treatment and make progress on achieving their Individual Treatment Planning goals.
 - 2.4. Not be an imminent risk of harm to self or others.
 - 2.5. Remain ambulatory or capable of self-transfer, and must not have any major medical conditions requiring ongoing 24 hours per day/7 days per week nursing care.
 - 2.6. Continue to be willing to take medication with staff supervision.
 - 2.7. Continue to consent to be drug tested.
 - 2.8. Be able to prepare for and capable of self-preservation in an emergency situation.
 - 2.9. Be at risk of homelessness if not receiving transitional housing service.

Section D – Program Administration, Oversight and Monitoring

1. Fund Management

- Reconcile all accounts according to Generally Acceptable Government Accounting Standards (GAAS).
- Ensure that all fund disbursements are made in accordance with state laws and rules and retain documentation supporting all disbursements.

2. Contractor Reimbursement and Invoicing

2.1 Funds may only be used to provide the services identified in Attachment A to this Agreement.

2.2 This is a fixed-unit rate agreement. Expenditures for services provided under this contract will be based on the presentation of evidence of providing the services as listed in Attachment A at a fixed-unit rate as follows:

Service	Cost
Individual Counseling	\$30 per session
Group Counseling	\$20 per session
Instant Drug Testing	\$5 per test
Confirmatory testing for all positive instant tests	\$12 per test

Phase	Phase Length	Services Included	Frequency	Cost per Month
Phase 1	60 days	• Intake and Assessment • Individual Counseling • Matrix Group Counseling • Instant Random Urinalysis	• Intake • Weekly • 3 x week • 3 x week	\$420
Phase 2	90 days	• Individual Counseling • Matrix Group Counseling • Instant Random Urinalysis	• 2 x month • 3 x week • 3 x week	\$360
Phase 3	90 days	• Individual Counseling • Matrix Group Counseling • Instant Random Urinalysis	• 1 x month • 2 x week • 3 x week	\$250
Phase 4	90 days	• Individual Counseling • Matrix Group Counseling • Instant Random Urinalysis	• 1 x month • 1 x week • 3 x week	\$170
Phase 5	90 days	• Individual Counseling • Instant Random Urinalysis	• 1 x month • 2 x week	\$70

2.3 The Court shall reimburse Contractor for only approved fixed-unit costs not to exceed \$15,000.00 for each state fiscal year.

2.4 Invoices will be submitted at least on a monthly basis supported by proper documentation attached to the invoice. Documentation will consist of a monthly utilization report for outpatient substance abuse treatment services including: first name and last name of all active participants served by month with each of the treatment services, and dates of service, provided during the prior month by program participant.

2.5 Expenses reimbursed from any other source are not eligible under this Agreement.

2.6 Invoices with all supporting documentation sufficient to perform a pre-audit and post audit must be submitted by the 15th of each month for the expenditures incurred during the prior month. Invoices must include:

2.6.1 The reports identified in Section B of this attachment.

2.6.2 A certification statement that the "Expenses being submitted for reimbursement are true and accurate expenditures incurred while providing the services required under the Agreement. All services were provided in accordance with the terms and conditions of the Agreement and have not been and will not be reimbursed by any other source".

3. Direct Deposit.

Invoices will only be paid via direct deposit. Contractor must enroll in direct deposit through the Department of Financial Services Division of Accounting and Auditing-Bureau of Vendor Relations as detailed in Attachment B, unless an exemption is granted by the Court's Administrative Services Division. An electronic version of the Vendor Direct Deposit Authorization form may be obtained at <https://www.myfloridacfo.com/division/aa/vendors/>.

4. Corrective Action

In the event the Court requires a CAP, as specified in Section III, the Court will withhold an amount up to 25% of the Contractor monthly reimbursement, depending on the severity of the deficiency and the length of time the Contractor proposes to cure the deficiency(ies). If the Contractor fails to correct the deficiency(ies) within the time allowed, the Contractor will forfeit the withheld amounts as liquidated damages. If the deficiency(ies) are cured by the due date, the withheld amounts will be returned to the Contractor.

PART 3 – SUPPORTING INFORMATION

Section A – Confidentiality

1. All information obtained by the Contractor, staff, contractors and volunteers during the performance of this Agreement are considered confidential and are not subject to §119.07(1), Florida Statutes, and shall not be disclosed except as specifically authorized under Florida Rule of Judicial Administration 2.420 and Chapter 394, Florida Statutes.
2. Disclosure of confidential information, except as provided for by Rule 2.420 and Chapter 394, Florida Statutes, is subject to civil and criminal penalties provided in §775.082 or §775.083, Florida Statutes.

Section B – Dual/Multiple Funding Source Billing

No expense submitted for reimbursement under this Agreement may also be submitted to any other funding source for reimbursement. The Court reserves the right to verify that this practice is not being used by the Contractor. Dual or multiple billings will result in the expense being disallowed and the Contractor will be required to return the disallowed direct

expense as well as the prorated share of the indirect expenses. Failure to repay the disallowed amounts will result in the Court filing a claim with the Department of Financial Services for an offset of any future amounts disbursed to the Contractor, regardless of the source.

Section C – Pooled Funding

If the Contractor or any sub-Contractor will receive funding for any services identified in this Agreement from multiple sources and intends to pool all funds to pay for the delivery of services, in addition to the requirements identified in Part 2, Section D, the Contractor or sub-Contractor must also submit an expense allocation plan that proportionally allocates the total cost of the service across all funding sources, based on the percentage of the funds provided by each funding source.

Section D – State Funding

The funds for this Agreement are from an award of State Financial Assistance by the Florida Legislature. The CSFA number for this Agreement is N/A .

Attachment B



Department of Financial Services
Division of Accounting and Auditing – Bureau of Vendor Relations

Vendor Direct Deposit Authorization

Section 1: Transaction Type														
☐ New request					☐ Change account number									
Section 2: Authorization for Setup or Changes														
Social Security number or Federal Employer's Identification Number														
Business Name														
Business fax number						Business phone number								
Mailing address														
City						State				ZIP code				
I authorize Direct Deposit Section to verify with the Financial Institution the accuracy of the account information provided. I authorize the State of Florida to initiate credit entries and, if necessary, a debit entry in order to reverse a credit entry made in error in accordance with NACHA rules. I authorize these payment instructions and accept the terms and conditions for Electronic Funds Transfer payments on the reverse side of this form.														
Authorized Signature					Title									
Printed Name					Date									
Email address														
Financial Institution name					Type of Account (check one)					☐ Checking ☐ Savings				
Account Name														
Routing Number						Customer Account Number								
☐ Check this box if you do not want to receive by mail a paper copy of EFT Remittance Advice after funds are deposited in your designated account; this information is available online at http://flair.dbf.state.fl.us/dispub2/cvnhphst.htm .														
Section 3: Financial Institution														
I have verified that the account and transit-routing numbers provided above are correct. I have further verified that the person signing as the payee is an authorized signer on the account specified above.														
Representative Name					Representative Signature									
Title of Representative					Date									
Business fax number					Business phone number									
Mailing address														
City						State				ZIP code				
Section 4: International ACH Transactions														
☐ Check this box if your funds are deposited in a U.S. financial institution and the entire amount is subsequently forwarded to a financial institution in a foreign country. See the instruction page for further information on International ACH Transactions														
For Florida Department of Financial Services Use Only										Send the ORIGINAL form to the address below				
DM:				COMP:				FC:				Department of Financial Services Direct Deposit Section 200 East Gaines Street Tallahassee, Florida 32399-0359		
VMP:				VV:				VB:						
VVC:				APPR:										
Comments:														



Department of Financial Services
Division of Accounting and Auditing – Bureau of Vendor Relations

Instructions for Direct Deposit Authorization

Please contact us at (850) 413-5517 or e-mail at DirectDeposit@MyFloridaCFO.com if you have any questions or need assistance.

Section 1: Transaction Type: Select the appropriate transaction type(s):

- **New request** - If a payee is not currently on direct deposit with the state.
- **Change** –If payee has a current direct deposit with the state and is requesting a change to the record. (example: change of payee name, financial institution, account number and etc)

Section 2: Authorization for Setup or Changes: Enter the information of the Payee.

Note: The social security number is required to be collected pursuant to 26 USC 6109, and will only be used for the purpose of complying with filing requirements imposed by the Internal Revenue Code and to comply with Section 119.071(5)(a)7, F.S.

The name on the Direct Deposit Payment Authorization Form must match the Payee name on file with the State of Florida Vendor payment system for payments to be sent electronically. If you are currently receiving payments via State warrant, you should list the first line of Payee exactly as it appears on the State of Florida warrant.

Payees have the option to receive a paper copy of the direct deposit information by mail. Please note that the information is available online at <http://flair.dbf.state.fl.us/dispub2/cvnhphst.htm> immediately after the payment is deposited into the payees designated account.

Section 3: Financial Institution: Contact your financial institution to confirm your direct deposit account information. Have the completed form signed by a Representative of the Financial Institution. The individual authorizing the form must be an authorized signer on the bank account that the funds are being sent to. Verification will be conducted by the Department, via a telephone call to the Authorized Signer, to confirm the business name, account and transit-routing information of the financial institution.

Section 4: International ACH Transactions (IAT): Check this box if your funds are deposited in a U.S. financial institution and the entire amount is subsequently forwarded to a financial institution in a foreign country. Banking industry rules require the State, as originator of electronic payments, to identify payments where the entire payment amount is subsequently transferred to a financial institution outside the United States. The rules are referred to as "International ACH Transaction (IAT) rules" and are pursuant to requirements of the Office of Foreign Assets Control (OFAC), which is part of the United States Treasury. If an electronic payment is identified as an IAT transaction, the electronic payment must be sent to your financial institution in a special format. Contact your Financial Institution to see if IAT rules apply to you.

The State of Florida does not send payments electronically to financial institutions outside the United States.

Terms and Conditions

Processing time is approximately 4 to 6 weeks following receipt of the completed form. Please complete all information requested on this form.

Providing account information does not authorize the State of Florida to access account activity on your account.

We will initiate a pre-notification to your financial institution prior to making payment based on this authorization. The pre-notification is a zero dollar entry transmitted to your financial institution for the purpose of verifying the accuracy of the account and transit-routing numbers provided and entered into our system.

An authorized representative of the payee must make any changes to the information provided on this form in writing. Changes to account information will cause the original authorization to be immediately inactivated and the new account information will be processed as described above. The authorization will remain in effect until terminated in writing with sufficient notice to the State to allow adequate time to effect termination. The State will not be responsible for any loss that may arise solely by reason of error, mistake or fraud regarding information provided on this Direct Deposit Payment Authorization Form.

The State cannot send payments to different accounts at this time. All payments from the State of Florida will be sent to the single account you designate.

Attachment C

**Certification Regarding Lobbying
For Contracts, Grants, Loans and Cooperative Agreements**

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

- (1) No state 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 the Governor, an employee of the Executive office of the Governor, a member of the Florida Legislature, an officer or employee of the Legislature, a justice, judge, officer or employee of the Judicial Branch of Florida, an officer or an employee of any state or federal government agency in connection with the awarding of any state or federal contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence Governor, an employee of the Executive office of the Governor, a member of the Florida Legislature, an officer or employee of the Legislature, a justice, judge, officer or employee of the Judicial Branch of Florida, an officer or an employee of any state or federal government agency in connection with this state contract, grant, loan, or cooperative agreement, the undersigned shall disclose such relationship to the Court's Contract Manager.
- (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 subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transactions was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. 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.

By: _____

Date: _____

Attachment D

Criminal History Records Check Requirements

Court will require the Contractor to conduct criminal history records checks of all Contractor staff, employees and subcontractor staff that have contact with children, treatment facilities or confidential information resources. No later than (7) seven business days after the contract is signed by the Contractor, the Contractor must present a list to the Court's Contract Manager of all its staff, employees and subcontractor staff funded under this Agreement who will have contact with children, confidential information resources or facilities.

The criminal history records check must be completed within 30 days. If the Contractor adds additional staff, employees or subcontractor staff during the term of the contract that have contact with children, facilities or confidential information resources, the names of those person(s) must be provided to the Court's Contract Manager within 7 days of beginning work. The check for all new individuals must be completed within 30 days.

Criminal history records checks must be conducted through the state crime bureau in each state where the individual indicates residence, employment or education over the past ten years. A state crime bureau is the entity, charged by law, responsible for collection, retention, and dissemination of state criminal history records. All criminal history check records identified must be provided to Court for review and acceptance of the records. In the event the records reveal evidence of a crime which is unacceptable, as determined by Court's Contract Manager, the Contractor agrees to remove the individual from the worksite and terminate access to children, facilities and confidential information resources.

The Contractor shall resubmit updated Criminal History Records Checks every three (3) years from the prior Criminal History Records Check as long as the Agreement is in force.

Contractor Acknowledgment (Understand and Agree)

Contractor /Entity Name: _____

Contractor Representative: _____
(Print Name)

Signature: _____

Attachment E

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES
AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Public Law 104-191 – Health Insurance Portability and Accountability Act (HIPPA)

45 C.F.R Part 160, Part 162 and Part 164

§ 215.422, Florida Statutes – Payments, Warrants and Invoices, Processing Time Limits, Dispute Resolution, Agency and Judicial Branch Compliance

§ 215.425, Florida Statutes – Extra Compensation Claims Prohibited, Bonuses and Severance Pay

§ 215.985, Florida Statutes – Transparency in Government Spending

§ 216.052, Florida Statutes – Community Budget Requests/Appropriations

§ 216.348, Florida Statutes – Fixed Capital Outlay Grants and Aids Appropriation to Certain Non-Profit Entities

§ 394.4615, Florida Statutes – Confidentiality of Records in Mental Health Treatment Facilities

§ 409.1754, Florida Statutes – Sexually Exploited Children, Screening and Assessment, Training, Case Management

§ 415.1034, Florida Statutes – Mandatory Reporting of Abuse, Neglect or Exploitation of Vulnerable Adults

§ 456.063(3), Florida Statutes – Mandatory Reporting of Allegations of Provider Sexual Misconduct

§ 490.009, Florida Statutes – Failure to Maintain Confidentiality-Grounds for Professional Discipline

Rule 2.430, Florida Rules of Judicial Administration – Retention of Records

Rule 2.440, Florida Rules of Judicial Administration – Retention of Administrative Records