# MEMORANDUM

Agenda Item No. 10(A)(4)

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| **TO:** | Honorable Chairman Oliver G. Gilbert, III<br>and Members, Board of County Commissioners | **DATE:** | July 16, 2024 |
| **FROM:** | Geri Bonzon-Keenan<br>County Attorney | **SUBJECT:** | Resolution authorizing the County Mayor to receive funds from the Florida Department of Children and Families and its Managing Entity for Substance Abuse and Mental Health, Thriving Mind South Florida, to include $562,000.00 for Housing First for Persons with Special Needs and $175,000.00 for the Lazarus Project Specialized Outreach for Fiscal Year 2024-2025; authorizing the County Mayor to enter into grant agreements with the Florida Department of Children and Families and Thriving Mind South Florida and sub-grant agreements with Camillus House, Inc. and to exercise amendment, termination, cancellation and modification clauses contained therein; and waiving Resolution No. R-130-06 |

Resolution No. R-691-24

The accompanying resolution was prepared by the Homeless Trust and placed on the agenda at the request of Prime Sponsor Commissioner Marleine Bastien.

Gerald Sanchez for
Geri Bonzon-Keenan
County Attorney

GBK/jp

# Memorandum

**Date:** July 16, 2024

**To:** Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

**From:** Daniella Levine Cava
Mayor

Daniella Levine Cava

**Subject:** Receiving and Expending Funding for Housing First for Persons with Special Needs Rapid Rehousing and Lazarus Project Specialized Outreach for Fiscal Year 2024-2025; and waiving Resolution No. R-130-06

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**Executive Summary**

This item seeks the authorization to enter into grant agreements with the Florida Department of Children and Families and its designated Managing Entity for Substance Abuse and Mental Health, Thriving Mind, and sub-grant agreements with Camillus House, Inc. to include $562,000.00 for Housing First for Persons with Special Needs and $175,000.00 for the Lazarus Project Specialized Outreach for Fiscal Year 2024-2025.

**Recommendation**

It is recommended that the Board of County Commissioners (Board) authorize the County Mayor or County Mayor's designee to receive and expend funds from the Florida Department of Children and Families and its Managing Entity for Substance Abuse and Mental Health, Thriving Mind, to include $562,000.00 for Housing First for Persons with Special Needs and $175,000.00 for the Lazarus Project Specialized Outreach for Fiscal Year 2024-2025, enter into grant agreements with the Florida Department of Children and Families and Thriving Mind and sub-grant agreements with Camillus House, Inc. and exercise amendment, termination, cancellation and modification clauses contained therein.

**Scope**

The housing and services will be provided countywide by not-for-profit service provider, Camillus House, Inc.

**Delegation of Authority**

Upon approval of this resolution, the County Mayor or County Mayor's designee will have the authority to enter into grant agreements with the Florida Department of Children and Families and its Managing Entity for Substance Abuse and Mental Health, Thriving Mind, to include $562,000.00 for Housing First for Persons with Special Needs and $175,000.00 for the Lazarus Project Specialized Outreach and enter into sub-grant agreements with Camillus House, Inc. for homeless housing and services; and exercise amendment, termination, cancellation and modification clauses contained therein.

**Fiscal Impact/Funding Source**

The total renewal amount is $737,000.00.

**Track Record/Monitor**

The Homeless Trust Executive Director Victoria Mallette will be responsible for overseeing the grants to non-profit housing and service providers and municipalities.

**Background**

The Miami-Dade County Homeless Trust sought special appropriations of $175,000.00 and $562,000.00 during the 2024 State of Florida Legislative Session. The funding is intended to provide 1) specialized outreach and 2) housing and support services for unsheltered homeless persons with special needs or homeless individuals in diversion and/or treatment programs with serious mental illness or substance use disorders. The Lazarus Project Specialized Outreach Project engages, assesses, medically, mentally treats and secures permanent housing placement for hard to serve persons who are chronically homeless and mentally ill or have substance use disorders or co-occurring disorders and live on the streets in Miami-Dade County. The Lazarus Project coordinates with the Housing First for Homeless Persons with Special Needs Program, also known as Brother Bill, which provides up to 24 months of rental assistance and specialized wrap around support services in a bridge housing model for persons who require rapid placement into housing in a non-congregate, site-based setting. Persons assisted are likely to have had a history of frequent police interactions and/or arrests and/or multiple hospitalizations or crisis unit interactions. Housing this population reduces or eliminates frequent jail and hospital stays and provides a specialized housing solution for unsheltered single adults.

In order to provide the County Mayor or County Mayor's designee sufficient time to finalize a grant agreement with the State of Florida Department of Children and Families and/or its Managing Entity for Substance Abuse and Mental Health, Thriving Mind, and sub-grant agreements with Camillus House and ensure housing and service delivery without interruption for the start of the state's Fiscal Year which began July 1, 2024, the Trust is seeking a waiver of Resolution No. R-130-06, which requires all contracts to be fully negotiated and signed by all non-County parties.

These legislative priority items were approved by the Homeless Trust Board on November 17, 2023.

Cathy Burgos, LCSW
Chief Community Services Officer

# MEMORANDUM
(Revised)

**TO:** Honorable Chairman Oliver G. Gilbert, III and Members, Board of County Commissioners

**DATE:** July 16, 2024

**FROM:** Geri Bonzon-Keenan
County Attorney

**SUBJECT:** Agenda Item No. 10(A)(4)

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**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. 10(A)(4)
7-16-24

RESOLUTION NO. R-691-24

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECEIVE FUNDS FROM THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES AND ITS MANAGING ENTITY FOR SUBSTANCE ABUSE AND MENTAL HEALTH, THRIVING MIND SOUTH FLORIDA, TO INCLUDE $562,000.00 FOR HOUSING FIRST FOR PERSONS WITH SPECIAL NEEDS AND $175,000.00 FOR THE LAZARUS PROJECT SPECIALIZED OUTREACH FOR FISCAL YEAR 2024-2025; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO ENTER INTO GRANT AGREEMENTS WITH THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES AND THRIVING MIND SOUTH FLORIDA AND SUB-GRANT AGREEMENTS WITH CAMILLUS HOUSE, INC. AND TO EXERCISE AMENDMENT, TERMINATION, CANCELLATION AND MODIFICATION CLAUSES CONTAINED THEREIN; AND WAIVING RESOLUTION NO. R-130-06

**WHEREAS**, this Board desires to accomplish the purposes 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:

**Section 1.** This Board authorizes the County Mayor or County Mayor's designee to receive funds from the State of Florida Department of Children and Families (DCF) and its Managing Entity for Substance Abuse and Mental Health, Thriving Mind South Florida, to include $562,000.00 for Housing First for Persons with Special Needs and $175,000.00 for the Lazarus Project Specialized Outreach for Fiscal Year 2024-2025, and ratifies the County Mayor or County Mayor's designee's action in executing grant agreements with DCF and Thriving Mind South Florida, in substantially the form as attached hereto as Exhibits A and B, respectively, and incorporated herein by reference, and authorizes the County Mayor or County Mayor's designee to amend the grant agreements, provided that such amendment is consistent with the purposes set forth herein. The Board further authorizes the County Mayor or County Mayor's designee to exercise termination, cancellation and modification clauses contained in the grant agreements.

**Section 2.** This Board authorizes the County Mayor or County Mayor's designee to execute sub-grant agreements with Camillus House, Inc. in substantially the form attached hereto as Exhibit C and incorporated herein by reference, and to amend the sub-grant agreement, provided that such amendment is consistent with the purposes set forth herein. The Board further authorizes the County Mayor or County Mayor's designee to exercise termination, cancellation and modification clauses contained in the sub-grant agreement.

**Section 3.** This Board waives the requirements of Resolution No. R-130-06 which requires all non-governmental parties to execute agreements prior to presentation to this Board for approval.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez**, who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman **aye**
Anthony Rodríguez, Vice Chairman **aye**

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| Marleine Bastien | **aye** | Juan Carlos Bermudez | **absent** |
| Kevin Marino Cabrera | **absent** | Sen. René García | **aye** |
| Roberto J. Gonzalez | **aye** | Keon Hardemon | **aye** |
| Danielle Cohen Higgins | **aye** | Eileen Higgins | **aye** |
| Kionne L. McGhee | **aye** | Raquel A. Regalado | **aye** |
| Micky Steinberg | **aye** | | |

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of July, 2024. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

Approved by County Attorney as
to form and legal sufficiency.

Shannon D. Summerset-Williams

**Contract No.** _____
**CFDA No(s).** _____
**CSFA No(s).** _____

**Client Services** ☐ **Non-Client** ☐
**Subrecipient** ☐ **Vendor** ☐
**Federal Funds** ☐ **State Funds** ☐

**THIS CONTRACT** is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and ____________________, hereinafter referred to as the "Provider". If this document is denoted above as a GRANT AGREEMENT, the term "Contract" as it may appear hereinafter shall be construed to mean "Grant" or "Grant Agreement" as the context may provide. Similarly, the term "Provider" shall be construed to mean "Grantee" and the term "Contract Manager" shall be construed to mean "Grant Manager".

The section headings contained in this contract are for reference purposes only and shall not affect the meaning or interpretation of this contract.

The Department and Provider agree as follows:

## 1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

### 1.1 Purpose and Contract Amount

The Department is engaging the Provider for the purpose of ________________________________________________________, as further described in Section 2, payable as provided in Section 3, in an amount not to exceed $________.

### 1.2 Official Payee and Party Representatives

**1.2.1** The name, address, telephone number and e-mail address of the Provider's official payee to whom the payment shall be directed on behalf of the Provider are:

Name: _____
Address: _____
City: _____ State:_____ Zip Code:_____
Phone: _____ Ext: _____ E-mail: _____

**1.2.2** The name, address, telephone number and e-mail of the Provider's contact person responsible for the Provider's financial and administrative records:

Name: _____
Address: _____
City: _____ State:_____ Zip Code:_____
Phone: _____ Ext: _____ E-mail: _____

**1.2.3** The name, address, telephone number and e-mail of the Provider's representative responsible for administration of the program under this Contract (and primary point of contact) are:

Name: _____
Address: _____
City: _____ State:_____ Zip Code:_____
Phone: _____ Ext: _____ E-mail: _____

**1.2.4** The name, address, telephone number and e-mail address of the Contract Manager for the Department for this Contract are:

Name: _____
Address: _____
City: _____ State:_____ Zip Code:_____
Phone: _____ Ext: _____ E-mail: _____

Per section 402.7305(1)(a), Florida Statutes (F.S.), the Department's Contract Manager is the primary point of contact through which all contracting information flows between the Department and the Provider. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party.

### 1.3 Effective and Ending Dates

This Contract shall be effective __________ or the last party signature date, whichever is later. The service performance period under this Contract shall commence on __________ or the effective date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on _________, subject to the survival of terms provisions of Section 7.4. This contract may be renewed in accordance with SS. 287.057(13) or 287.058(1)(g), F.S.

### 1.4 Contract Document

This Contract is composed of the documents referenced in this section.

**1.4.1** The definitions found in the Standard Contract Definitions, located at: http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf are incorporated into and made a part of this Contract. Additional definitions may be set forth in Exhibit A, Special Provisions.

**1.4.2** The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract.

**1.4.3** The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 9, as provided therein.

**1.4.4** In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

**1.4.4.1** Exhibits A through __;

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

**1.4.4.3** This Standard Contract;

**1.4.4.4** Any documents incorporated into this Contract by reference;

**1.4.4.5** Attachments 1 through __.

## 2. STATEMENT OF WORK

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract**.** Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by the Department to the extent that it prescribes a fixed price payment method or does not provide a method of payment for added tasks.

### 2.1 Scope of Work

The Scope of Work is described in Exhibit B.

### 2.2 Task List

The Provider shall perform all tasks set forth in the Task List, found in Exhibit C, in the manner set forth therein.

### 2.3 Deliverables

The Deliverables are described in Exhibit D.

### 2.4 Performance Measures

**2.4.1** The performance measures for acceptance of deliverables are set forth in Exhibit D, Section D-__.

**2.4.2** To avoid contract termination, Provider's performance must meet the minimum acceptable level of performance set forth in Exhibit E, Minimum Performance Measures, Section E-1, regardless of any other performance measures in this Contract. By execution of this Contract, the Provider hereby acknowledges and agrees that its performance under the Contract must meet these Minimum Performance Measures and that it will be bound by the conditions set forth therein. If the Provider fails to meet these measures, the Department, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department must terminate the Contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

## 3. PAYMENT, INVOICE AND RELATED TERMS

The Department shall pay for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department per Section 3.1 and shall remain subject to subsequent audit or review to confirm contract compliance. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

### 3.1 Prompt Payment and Vendor Ombudsman

Per section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract elsewhere specifies otherwise. Department determination of acceptable services shall be conclusive. Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. For any amount that is authorized for payment but is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved (or within thirty-five (35) days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

### 3.2 Method of Payment

The Provider shall be paid in accordance with Exhibit F.

### 3.3 Invoices

**3.3.1** The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract.

**3.3.2** The final invoice for payment shall be submitted to the Department no more than ___ days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are 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 performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

### 3.4 Financial Consequences

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply financial consequences as provided for in Section 6.1. The parties agree that the penalties provided for under Section 6.1 constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per Section 6.2 and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 3.5, to the extent of such error. Financial consequences directly related to the deliverables under this Contract are defined in Exhibit F.

### 3.5 Overpayments and Offsets

The Provider shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Department and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the Provider or its auditor or upon written notice by the Department, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the Department from the Provider under this or any other contract or agreement. If this contract involves federal or state financial assistance, the following applies: The Grantee shall return to the Department any unused funds; any accrued interest earned; and any unmatched grant funds, as detailed in the Final Financial Report, no later than 60 days following the ending date of this Contract.

### 3.6 MyFloridaMarketPlace Transaction Fee.

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

## 4. <u>GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE</u>

### 4.1 Compliance with Statutes, Rules and Regulations

In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Contract.

### 4.2 State Policies

The Provider shall comply with the polices set forth in the Department of Financial Services' Reference Guide for State Expenditures and active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing.

### 4.3 Independent Contractor, Subcontracting and Assignments

**4.3.1** In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees as a result of performing the duties or obligations of this Contract.

**4.3.2** The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

**4.3.3** The Provider may subcontract under this Contract

**4.3.3.1** The Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of the Department, which shall not be unreasonably withheld. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida.

**4.3.3.2** The Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

**4.3.3.3** The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.

**4.3.4** To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (0.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

### 4.4 Provider Indemnity

Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this Contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms will also apply:

**4.4.1** If the Provider removes an infringing product because it is not reasonably able to modify that product or secure the Department the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.

**4.4.2** Further, the Provider shall indemnify the Department for all costs and attorneys' fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure; or arising from or relating to the scope of the Provider's redaction of the record, as provided for under Section 5.3, including litigation initiated by the Department.

**4.4.3** The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Provider of performance under this provision, in which case the Department shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

### 4.5 Insurance

The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. Upon the execution of this Contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Department reserves the right to require additional insurance as specified in this Contract.

### 4.6 Notice of Legal Actions

The Provider shall notify the Department of potential or actual legal actions taken against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact the Department. The Provider shall notify the Department's Contract Manager within ten (10) days of Provider becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

### 4.7 Intellectual Property

All intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of the Department, fully compensated for by the Contract amount. Neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

**4.7.1** If the Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in Exhibit A as having specific limitations, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by the Department its employees, agents or contractors during the term of this Contract and perpetually thereafter.

**4.7.2** All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

### 4.8 Transition Activities

Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Contract and shall support the requirements for transition as specified in a Department-approved Transition Plan, which shall be developed jointly with the new provider in consultation with the Department.

### 4.9 Real Property

Any State funds provided for the purchase of or improvements to real property are contingent upon the 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 (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of State funding for this purpose, if the Provider disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the State's initial investment, as adjusted by depreciation.

### 4.10 Publicity

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

### 4.11 Sponsorship

As required by section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

### 4.12 Employee Gifts

The Provider agrees that it will not offer to give or give any gift to any Department employee during the service performance period of this Contract and for a period of two years thereafter. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

### 4.13 Mandatory Reporting Requirements

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows:

**4.13.1** A reportable incident is defined in CFOP 180-4, which can be obtained from the Contract Manager.

**4.13.2** Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Contract Manager.

**4.13.3** Other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myflfamilies.com. The Provider and subcontractor may also mail the completed form to the Department of Children and Families, Office of Inspector General, The Center, 2415 Monroe Street, Suite 400 - I, Tallahassee, Florida, 32303; or via fax at (850) 488-1428.

### 4.14 Employment Screening

**4.14.1** The Provider shall ensure that all staff utilized by the Provider and its subcontractors (hereinafter, "Contracted Staff") that are required by Florida law and by CFOP 60-25, Chapter 2, which is hereby incorporated by reference to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

**4.14.1.1** Employment history checks;

**4.14.1.2** Fingerprinting for all criminal record checks;

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

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

**4.14.1.5** Security background investigation, which may include local criminal record checks through local law enforcement agencies.

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

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

**4.14.3** The Department requires, as applicable, the use of the Officer of Inspector General's Request for Reference Check form (CF 774), which states: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families or a Contract or sub-contract provider, a check with the Office of Inspector General (IG) is required to determine if the individual is or has been a subject of an investigation with the IG's Office. The request will only be made on the individual that is being recommended to be hired for the position if that individual has previously worked for the Contract or sub-contract provider, or if that individual is being promoted, transferred or demoted within the Contract or sub-contract provider."

**4.15 Human Subject Research**

The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §§ 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

**4.16 Coordination of Contracted Services**

Section 287.0575, F.S., mandates various duties and responsibilities for certain State agencies and their contracted service providers, and requires the following Florida health and human services agencies to coordinate their monitoring of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs, and Department of Veterans Affairs, where applicable.

In accordance with section 287.0575(2), F.S., each contract service provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of their health and human services contracts to their respective Contract Manager(s). The list must include the following information:

**4.16.1** Name of each contracting State agency and the applicable office or program issuing the contract.

**4.16.2** Name of each contracting State agency and the applicable office or program issuing the contract.

**4.16.3** Identifying name and number of the contract.

**4.16.4** Starting and ending date of each contract.

**4.16.5** Amount of each contract.

**4.16.6** A brief description of the purpose of the contract and the types of services provided under each contract.

**4.16.7** Name and contact information of each Contract Manager.

## 5. RECORDS, AUDITS AND DATA SECURITY

### 5.1 Records, Retention, Audits, Inspections and Investigations

**5.1.1** The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 5.1.2. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

**5.1.2** Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Department.

**5.1.3** At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 2 CFR § 200.336, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

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

**5.1.5** The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

**5.1.6** No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

### 5.2 Inspections and Corrective Action

The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this Contract. Following such review, the Department may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's direction. This provision will not limit the Department's choice of remedies under law, rule, or this contract.

### 5.3 Provider's Confidential and Exempt Information

**5.3.1** By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. The Provider, upon written request of the Department, shall promptly provide a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

**5.3.2** Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:

**5.3.2.1** The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.

**5.3.2.2** The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 5.3.2.1. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.1, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

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

### 5.4 Health Insurance Portability and Accountability Act

☐ The Provider certifies that neither it nor its subcontractors will have access to, receive or provide Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (42 U.S.C. § 1320d.) and the regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) incidental to performance of this Contract.

☐ In compliance with 45 CFR § 164.504(e), the Provider shall comply with the provisions of Attachment __ to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to the Provider's performance of this Contract.

### 5.5 Information Security

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

**5.5.1** An appropriately skilled individual shall be identified by the Provider to function as its Information Security Officer. The Information Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of information security for Department information systems or any client or other confidential information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to Department information systems or any client or other confidential information. The Information Security Officer will ensure that any access to Department information systems or any client or other confidential information is removed immediately upon such access no longer being required for Provider's performance under this contract.

**5.5.2** The Provider shall provide the latest Departmental security awareness training to all who request or have access, through the Provider's access, to Department information systems or any client or other confidential information.

**5.5.3** All who request or have access, through the Provider's access, to Department information systems or any client or other confidential information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the Contract Manager.

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

**5.5.5** The Provider agrees to notify the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

**5.5.6** The Provider shall, at its own cost, comply with section 501.171, F.S. The Provider shall also. at its own cost. implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

### 5.6 Public Records

**5.6.1** The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. As required by section

287.058(1)(c), F.S., it is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

**5.6.2** As required by section 119.0701, F.S., to the extent that the Provider is acting on behalf of the Department within the meaning of section 119.011(2), F.S., the Provider shall:

**5.6.2.1** Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.

**5.6.2.2** Upon request from the Department's custodian of public records, provide to the Department a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

**5.6.2.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to the Department.

**5.6.2.4** Upon completion of the contract, transfer, at no cost, to the Department all public records in possession of the Provider or keep and maintain public records required by the Department to perform the service. If the Provider transfers all public records to the Department upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

**5.6.3 IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT DCFCustodian@MYFLFAMILIES.COM, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, THE CENTRE SUITE 400, 2415 MONROE STREET, TALLAHASSEE, FL 32303.**

## 6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

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

**6.1.1** In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., should the Department require a corrective action to address noncompliance under this Contract, incremental penalties listed in section 6.1.2 through section 6.1.3 shall be imposed for Provider failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the Department to complete corrective action, but shall not exceed ten (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict the Department's application of any other remedy available to it under law or this Contract.

**6.1.2** The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan, in accordance with the following standards.

**6.1.2.1** Noncompliance that is determined by the Department to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

**6.1.2.2** Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty.

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

**6.1.3** The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Provider.

### 6.2 Termination

**6.2.1** In accordance with Section 22 of PUR 1000 Form, this Contract may be terminated by the Department without cause upon no less than thirty (30) calendar days' notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.

**6.2.2** This Contract may be terminated by the Provider upon no less than one-hundred and twenty (120) calendar days' notice in writing to the Department unless another notice period is mutually agreed upon in writing.

**6.2.3** In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to the Provider. The Department shall be the final authority as to the availability and adequacy of funds.

**6.2.4** In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Provider, excluding Saturday, Sunday, and Holidays. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Contract. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

**6.2.5** Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider. To be terminated under this provision, the Provider must have:

**6.2.5.1** Previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or

**6.2.5.2** Had a contract terminated by the Department for cause.

**6.2.6** In the event of termination under Sections 6.2.1 or 6.2.3, the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.

**6.2.7** If this Contract is for an amount of $1 Million or more, the Department may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this contract, the Department may terminate this contract at any time the Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

### 6.3 Dispute Resolution

**6.3.1** Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department, which shall be reduced to writing and a copy of the decision shall be provided to the Provider by the Contract Manager. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Department's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution.

**6.3.2** After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract.

**6.3.3** After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the exhibits or other attachments, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties.

**6.3.4** Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.

**6.3.5** This section shall not limit the parties' rights of termination under Section 6.2.

**6.3.6** All notices provided by the Department under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.3 via the U.S. Postal Service or any other delivery service that provides verification of delivery, or via hand delivery. All notices provide by the Provider under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.4 via U.S. Postal Service or any other delivery service that provides verification of delivery, or via hand delivery.

## 7. OTHER TERMS

### 7.1 Governing Law and Venue

This Contract 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, without regard to Florida provisions for conflict of laws. State Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be in Leon County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

### 7.2 No Other Terms

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

### 7.3 Severability of Terms

If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.

### 7.4 Survival of Terms

Unless a provision hereof expressly states otherwise, all provisions hereof concerning obligations of the Provider and remedies available to the Department survive the ending date or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment.

### 7.5 Modifications

Modifications of provisions of this Contract 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 the Department's operating budget.

### 7.6 Anticompetitive Agreements

The Provider will not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Department or a provider of services to the Department.

### 7.7 Communications

Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication in writing, such communication includes email, and attachments thereto are deemed received when the email is received.

### 7.8 Accreditation

The Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

### 7.9 Transitioning Young Adults

The Provider understands the Department's interest in assisting young adults aging out of the dependency system. The Department encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

### 7.10 DEO and Workforce Florida

The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Department encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.

### 7.11 Purchases by Other Agencies

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

### 7.12 Unauthorized Aliens

Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Department for violation of section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider and its subcontractors will enroll in and use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employees assigned to the contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

### 7.13 Civil Rights Requirements

These requirements shall apply to the Provider and all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

**7.13.1** The Provider shall comply with the provisions In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status.

**7.13.2** The Provider shall not discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16.

**7.13.3** If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within thirty (30) days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

### 7.14 Use of Funds for Lobbying Prohibited

The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a State agency.

### 7.15 Public Entity Crime and Discriminatory Contractors

Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

### 7.16 Whistleblower's Act Requirements

In accordance with subsection 112.3187, F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

### 7.17 PRIDE

Articles which are the subject of or are required to carry out this Contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this Contract, the Provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

### 7.18 Recycled Products

The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of sections 403.7065, F.S.

## 8. FEDERAL FUNDS APPLICABILITY

The terms in this section apply if Federal Funds are used to fund this Contract.

### 8.1 Federal Law

**8.1.1** The Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 2 CFR, Part 200, and other applicable regulations.

**8.1.2** If this Contract contains $10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 if applicable.

**8.1.3** If this Contract contains over $150,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to the Department.

**8.1.4** No Federal Funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains Federal funding in excess of $100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment ________. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Contract.

**8.1.5** If this Contract provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. § 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

**8.1.6** If the Provider is a federal subrecipient or pass-through entity, then the Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**8.1.7** If the Provider is a federal subrecipient or pass through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine whether or not its subcontracts are being awarded to a "contractor" or a "subrecipient," as those terms are defined in 2 CFR, Part 200. If a Provider's subcontractor is determined to be a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

### 8.2 Federal Funding Accountability and Transparency Act (FFATA)

The FFATA Act of 2006 is an act of Congress that requires the full disclosure to the public of all entities or organizations receiving federal funds.

**8.2.1** The Provider will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Contract includes $30,000 or more in Federal Funds (as determined over its entire term). The Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds and receives more than $25 million in total federal funding.

**8.2.2** The Digital Accountability and Transparency Act (DATA) 2014 is an expansion of the FFATA Act of 2006, the purpose is for further transparency by establishing government-wide data identifiers and standardized reporting formats to recipient and sub-recipients.

### 8.3 Federal Whistleblower Requirements

Pursuant to Section 11(c) of the OSH Act of 1970 and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act can be found at this website: http://www.whistleblowers.gov.

## 9. CLIENT SERVICES APPLICABILITY

The terms in this section apply if the box for Client Services is checked at the beginning of this Contract.

### 9.1 Client Risk Prevention

If services to clients are to be provided under this Contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

### 9.2 Emergency Preparedness Plan

If the tasks to be performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this contract, submit to the Contract Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term "supervision" includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting. No later than twelve months following the Department's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary. The Department agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assume implementation of agreed emergency relief provisions.

### 9.3 Support to the Deaf or Hard-of-Hearing

**9.3.1** The Provider and its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and CFOP 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.

**9.3.2** If the Provider or any of its subcontractors employs 15 or more employees, such Provider and subcontractor shall each designate a Single-Point-of-Contact to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single-Point-of-Contact and that of its

Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database by the 5th business day of the month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The name and contact information for the Provider's Single-Point-of-Contact shall be furnished to the Department's Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

**9.3.3** The Provider shall, within thirty (30) days of the effective date of this requirement, contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.

**9.3.4** The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and their subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

**9.3.5** The Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The Provider and its subcontractors. The approved Notice is available at: http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters.

**9.3.6** The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

**9.3.7** If customers or companions are referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

**9.3.8** The Department requires each contract/subcontract provider agency's direct service employees to complete training on serving our Customers who are Deaf or Hard-of-Hearing and sign the Attestation of Understanding. Direct service employees performing under this Contract will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

**9.4 Confidential Client and Other Information**

Except as provided in this Contract, the Provider shall not use or disclose but shall protect and maintain the confidentiality of any client information and any other information made confidential by Florida law or Federal laws or regulations that is obtained or accessed by the Provider or its subcontractors incidental to performance under this Contract.

**9.4.1** State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 741.3165 and 916.107, F.S.

**9.4.2** Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. § 2020(e)(8), 42 U.S.C. § 602 and 2 CFR § 200.303 and 2 CFR § 200.337, 7 CFR § 272.1(c), 42 CFR §§ 2.1-2.3, 42 CFR §§ 431.300-306, 45 CFR § 205.

**9.4.3** A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

**9.5 Major Disasters and Emergencies**

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department and payment will be issued upon FEMA approval and reimbursement.

**By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described in Section 1.4.**

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

| **PROVIDER:** | | **FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES** | |
|---|---|---|---|
| **Signature:** | ____________________ | **Signature:** | ____________________ |
| **Print/Type Name:** | ____________________ | **Print/Type Name:** | ____________________ |
| **Title:** | ____________________ | **Title:** | ____________________ |
| **Date:** | ____________________ | **Date:** | ____________________ |

**The parties agree that any future amendment(s) replacing this page will not affect the above execution.**

Federal Tax ID # (or SSN): _____ Provider Fiscal Year Ending Date: __/__.

**The Remainder of this Page Intentionally Left Blank.**

Exhibit B

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**CFDA No (s)**. NA____
**CSFA No (s)**. See Post Award Notice

**Client Services** ☒ **Non-Client Services** ☐
**Subrecipient** ☐ **Vendor** ☒
**Federal Funds** ☐ **State Funds** ☒

**STANDARD CONTRACT PART I**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into between the South Florida Behavioral Health Network, Inc., d.b.a Thriving Mind South Florida("SFBHN") hereinafter referred to as the "Managing Entity" (ME) and **Miami-Dade County through its Homeless Trust,** hereinafter referred to as the "Network Provider".

**1. Agreement Document**
The Network provider shall provide services in accordance with the terms and conditions specified in this Agreement including all attachments and exhibits, and documents incorporated by reference which constitute the Agreement document.

**2. Provisions of the Prime Contract**
All provisions, terms and conditions, or amendments, addendum, changes or revisions applicable to the Network Provider made subsequent to the initial execution of the Prime Contract, i.e., the Contract entered into between the Department of Children and Families ("DCF" or "Department") and SFBHN (ME), not in conflict with this Agreement, shall be binding upon the Network Provider and the Network Provider agrees to comply with same. The Prime Contract is incorporated by reference in this Agreement. A copy of the Prime Contract can be found at the ME's website at www.thrivingmind.org. In case of conflict with the provisions, terms and conditions of the Prime Contract and this Agreement, the provisions, terms and conditions of this Agreement will prevail. In the event of a conflict between the provisions of the documents of this Agreement, the documents shall be interpreted in the order of precedence listed in Section 55. of this Standard Contract Part I.

**3. Effective and Ending Dates**
This Agreement shall begin on **July 1, 2024**. It shall end at midnight, local time in Miami-Dade County, Florida on **June 30, 2025**, subject to the survival of terms of Section 52.

**4. Official Payee and Representatives (Names, Addresses, Telephone Numbers and E-Mail Addresses)**

| | |
|---|---|
| a. The Network Provider name and mailing address of the official payee to whom the payment shall be made is:<br><br>Miami-Dade County<br>through its Homeless Trust<br>111 NW 1st St Ste 27-310,<br>Miami, FL 33128 | b. The name, address, and telephone of the Contract Manager for the ME for this contract is:<br><br>Stephanie Feldman, Contract &<br>Procurement Specialist<br>South Florida Behavioral Health Network, Inc.<br>d.b.a. Thriving Mind South Florida<br>7205 Corporate Center Drive, Suite 200<br>Miami, FL 33126<br>Tel. 305-858-3335<br>E-Mail: sfeldman@thrivingmind.org |
| c. The name of the contact person and street address where the Network Provider's financial and administrative records are maintained is:<br>Terrell Thomas Ellis<br>Miami-Dade County Homeless Trust<br>111 NW 1st Street, Suite 27-310<br>Miami, Florida 33128<br>(305) 375-1490 Office Phone<br>Terrell.ellis@miamidade.gov | d. The name, address, and telephone number of the representative of the Network Provider responsible for the administration of the program under this contract is:<br>Terrell Thomas Ellis<br>Miami-Dade County Homeless Trust<br>111 NW 1st Street, Suite 27-310<br>Miami, Florida 33128<br>(305) 375-1490 Office Phone<br>Terrell.ellis@miamidade.gov |

The ME's Contract Manager is the primary point of contact through which all contracting information flows between the ME and the Network Provider. 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 and the notification attached to the originals of this Agreement.

**5. Compensation**

**(1)** The Network Provider shall be paid on a quarterly basis based on a fixed fee of one-fourth (1/4th) of the total contract amount.

**(2)** The total amount available for the services set forth in Attachment I, Scope of Work, shall not exceed one hundred and seventy-five thousand dollars ($175,000.00)

**6. Payment Request**

**a.** The Network Provider shall request payment quarterly through submission of a properly completed invoice, per the requirements of this Agreement, within eight (8) calendar days following the end of the quarter for which payment is being requested. The template for the payment request is provided in **Exhibit A**.

**b.** If no services are due to be invoiced from the preceding quarter, the Network Provider shall submit a written document to the ME indicating this information within eight (8) calendar days following the end of the quarter. Should the Network Provider fail to submit an invoice or written documentation (should no services be due to be invoiced from the preceding month), within thirty (30) calendar days following the end of the month, then the ME at its sole discretion will consider these funds as lapse and may reallocate these funds within the network of providers. If the Network Provider fails to submit an invoice or written documentation for two (2) consecutive months within a twelve (12) month period, the ME at its sole discretion can terminate the contract in whole or in part.

**c.** The ME has ten (10) working days, subject to the availability of funds, and/or the ME's receipt of payment from the Department, to inspect, and approve for goods and services, unless the bid specifications, purchase order, or this Agreement specify otherwise. The ME's determination of acceptable services shall be conclusive. The ME receipt of reports and other submissions by the Network Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager or other designated ME employee. The MEs failure to pay the Network Provider within the ten (10) working days will result in penalties as referenced in the Prime Contract. Invoices returned to a Network Provider due to preparation errors will result in a non-interest-bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Network Provider requests payment. Payment shall be made only upon written acceptance by the ME and shall remain subject to the subsequent audit or review to confirm compliance with this Agreement.

**7. Overpayment and Offsets**

**a.** The Network Provider shall return to the ME any overpayments due to unearned funds or funds disallowed that were disbursed to the Network Provider by the ME and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the Network Provider or its auditor or upon written notice by the ME, the Network Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by the ME to not be in full compliance with the requirements of this Agreement shall be deemed overpayments. The ME shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the ME from the Network Provider under this or any other contract or agreement. If this Agreement involves federal or state financial assistance, the following applies: The Grantee shall return to the ME any unused funds; any accrued interest earned; and any unmatched grant funds, as detailed in the Final Financial Report, no later than 60 days following the ending date of this Agreement.

**b.** The funds paid to the Network Provider are continually subject to Review, Revision and Adjustment after evaluation of Utilization and Performance measures monitored by ME.

**8. Financial Consequences for Network Provider's Failure to Perform**

If the Network Provider fails to perform in accordance with this Agreement or perform the minimum level of service required by this Agreement, the ME will apply financial consequences as provided for in Section 9, Financial Penalties for Failure to take Corrective Action. The parties agree that the penalties provided for under Section 9. constitute financial consequences under

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sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Agreement so provides, or termination of this Agreement per Section 10. and requisition of services from an alternate source. Any payment made in reliance on the Network Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 7., Overpayment and Offsets, to the extent of such error. Financial consequences directly related to the deliverables under this Agreement.

**9. Financial Penalties for Failure to Take Corrective Action**

**a.** In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., should the ME require a corrective action to address noncompliance under this Agreement, incremental penalties listed in Section 9.b. (i) – (iii) shall be imposed for Network Provider failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the ME to complete corrective action but shall not exceed ten (10%) of the total payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict the ME's application of any other remedy available to it under law or this Agreement.

**b.** The increments of penalty imposition that shall apply, unless the ME determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan, in accordance with the following standards:

**(i)** Noncompliance that is determined by the ME to have a direct effect on individual served health and safety shall result in the imposition of a ten percent (10%) penalty of the total payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

**(ii)** Noncompliance involving the provision of service not having a direct effect on individual served health and safety shall result in the imposition of a five percent (5%) penalty.

**(iii)** Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

**c.** The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of non-payment, the ME may deduct the amount of the penalty from invoices submitted by the Network Provider.

**10. Termination**

**a.** This Agreement may be terminated by either party without cause upon no less than thirty (30) calendar days' notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the representative of the Network Provider responsible for administration of the program. This provision shall not limit the ME's ability to terminate this Agreement for cause according to other provisions herein.

**b.** In the event funds for payment pursuant to this Agreement become unavailable, the ME may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Network Provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The ME shall be the final authority as to the availability and adequacy of funds. In the event of termination of this Agreement, the Network Provider will be compensated for any work satisfactorily completed through the date of termination.

**c.** In the event the Network Provider fails to fully comply with the terms and conditions of this Agreement, the ME may terminate the Agreement upon no less than twenty-four (24) hours in writing to the Network Provider, excluding Saturday, Sunday, and Holidays. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the non-compliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Network Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the ME specifying the nature of the noncompliance and the actions required to cure such noncompliance. The ME's failure to demand performance of any provision of this Agreement shall not be deemed a waiver of such performance. The ME's waiver of any one breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Agreement. The provisions herein do not limit the ME's right to remedies at law or in equity.

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- **d.** Failure to have performed any obligations under this Agreement with the ME in a manner satisfactory to the ME will be a sufficient cause for termination. To be terminated as a Network Provider under this provision, the Network Provider must have: (1) previously failed to satisfactorily perform in a contract or agreement with the ME, been notified by the ME of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the ME; or (2) had a contract or agreement terminated by the ME for cause. Termination shall be upon no less than twenty-four (24) hour notice in writing.
- **e.** If this Agreement is for an amount of $1 Million or more, the ME may terminate this Agreement at any time the Network Provider is found to have submitted a false certification under section 287.135, F.S., or, been placed on the Scrutinized Companies with Activities in Sudan List or the or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this Agreement, the ME may terminate this Agreement at any time the Network Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

**11. Transition Activities**

Continuity of service is critical when service under this Agreement ends, and service commences under a new contract or agreement. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Agreement, the Network Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Agreement. The Network Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Agreement and shall support the requirements for transition as specified in an ME-approved Transition Plan, which shall be developed jointly with the new provider in consultation with the ME.

**12. Use of Funds for Lobbying Prohibited**

The Network Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of agreement funds for the purpose of lobbying the Legislature, judicial branch, or a State agency.

**13. Vendor Ombudsman**

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a State agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

**14. Public Records**

- **a.** The Network Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Network Provider in conjunction with this Agreement except that public records which are made confidential by law must be protected from disclosure. As required by section 287.058(1)(c), F.S., it is expressly understood that the Network Provider's failure to comply with this provision shall constitute an immediate breach of this Agreement for which the ME may unilaterally terminate this Agreement.
- **b.** As required by section 119.0701, F.S., to the extent that the Network Provider is acting on behalf of the Department or the ME within the meaning of section 119.011(2), F.S., the Network Provider shall:
  - **(i)** Keep and maintain public records that ordinarily and necessarily would be required by the Department and the ME in order to perform the service.
  - **(ii)** Upon request from the ME or the Department's custodian of public records, provide to the ME or the Department a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
  - **(iii)** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Network Provider does not transfer the records to the ME or the Department.
  - **(iv)** Upon completion of the Agreement, transfer, at no cost, to the ME or the Department all public records in possession of the Network Provider or keep and maintain public records required by the Department to perform

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the service. If the Provider transfers all public records to the ME or the Department upon completion of the Agreement, the Network Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Network Provider keeps and maintains public records upon completion of the Agreement, the Network Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the ME or the Department, upon request from the Department's or the ME's custodian of public records, in a format that is compatible with the information technology systems of the ME and the Department.

**c. IF THE NETWORK PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE NETWORK PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE ME's CUSTODIAN OF PUBLIC RECORDS AT 786-507-7458 OR BY EMAIL AT JRODRIGUEZ@SFBHN.ORG, OR BY MAIL AT SOUTH FLORIDA BEHAVIORAL HEALTH NETWORK D/B/A THRIVING MIND SOUTH FLORIDA, 7205 NW 19 STREET SUITE 200, MIAMI, FLORIDA 33126 OR CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT DCFCustodian@MYFLFAMILIES.COM, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 1317 WINEWOOD BLVD., TALLAHASSEE, FL 32399**.

**15. Audits, Inspections, Investigations, Records and Retention**

- **a.** The Network Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds (to include funds used to meet the local match requirements per 65E-14 F.A.C., if applicable), provided by the ME under this Agreement. Upon demand, and at no additional cost to the ME or the Department, the Network Provider will facilitate the duplication and transfer of any records or documents during the term of this Agreement and the required retention period in Section 15. b. below. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, ME, or other personnel duly authorized.
- **b.** Retention of all individual served records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement shall be maintained by the Network Provider during the term of this Agreement and retained for a period of seven (7) years after completion of the Agreement or longer when required by law. In the event an audit is required under this Agreement, records shall be retained for a minimum period of seven (7) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Agreement, at no additional cost to the ME or the Department.
- **c.** At all reasonable times for as long as records are maintained, persons duly authorized by the ME, State, and Federal auditors, pursuant to 2 C.F.R. § 200.336, shall be allowed full access to and the right to examine any of the Network Provider's Agreements and related records and documents, regardless of the form in which kept.
- **d.** A financial and compliance audit shall be provided to the ME and other entities as specified in this Agreement and in Attachment II, Financial and Compliance Audit.
- **e.** The Network Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).
- **f.** The Network Provider shall include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.
- **g.** No record may be withheld nor may the Network Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

**16. Inspections and Corrective Action**

The Network Provider shall permit all persons who are duly authorized by the ME and the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Network Provider which are relevant to this Agreement, and to interview any individuals served, employees and subcontractor employees of the Network Provider to assure the ME of the satisfactory performance of the terms and conditions of this Agreement. Following such review, the ME will deliver to the Network Provider a written report of its findings, and may direct the development, by the Network Provider, of a corrective action plan where appropriate. The Network Provider hereby agrees to timely correct all deficiencies identified in the corrective action plan. This provision will not limit the ME's choice of remedies under law, rule, or this Agreement. Failure to implement corrective action plans to the satisfaction of the ME, after receiving due notice, shall be grounds for

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termination of this Agreement.

**17. Federal Law**

If this Agreement contains federal funds and it is determined by the ME that the Network Provider is a subrecipient, the Network Provider must adhere to the terms below:

- **a.** The Network Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 2 CFR, Part 200, and other applicable regulations.
- **b.** If this Agreement contains $10,000 or more of Federal Funds, the Network Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 if applicable.
- **c.** If this Agreement contains over $150,000 of Federal Funds, the Network Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Network Provider shall report any violations of the above to the ME and to the Department.
- **d.** No Federal Funds received in connection with this Agreement may be used by the Network Provider, or agent acting for the Network Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Agreement contains Federal funding in excess of $100,000, the Network Provider must, prior to the execution of this Agreement, complete the Certification Regarding Lobbying form, Attachment III. All disclosure forms as required by the Certification Regarding Lobbying from must be completed and returned to the ME Contract Manager, prior to payment under this Agreement.
- **e.** If this Agreement provides services to children up to age 18, the Network Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. § 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.
- **f.** If the Network Provider is a federal subrecipient or pass through entity, the Network Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- **g.** If the Network Provider is a federal subrecipient or pass through entity, the Network Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine whether or not its subcontracts are being awarded to a "contractor" or a "subrecipient," as those terms are defined in 2 CFR, Part 200. If a Network Provider's subcontractor is determined to be a subrecipient, the Network Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

**18. Confidential Client and Other Information**

Except as provided by this Agreement, the Network Provider shall not disclose but shall protect and maintain the confidentiality of any individual served information and any other information made confidential by Florida Law or Federal laws or regulations that is obtained or accessed by the Network Provider or its subcontractor's incidental to performance under this Agreement.

State laws providing for confidentiality of individual served and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 741.3165 and 916.107, F.S.

Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. § 2020(e)(8), 42 U.S.C. § 602 and 2 CFR § 200.303 and 2 CFR § 200.337, 7 CFR § 272.1(c), 42 CFR §§ 2.1-2.3, 42 CFR §§ 431.300-306, 45 CFR § 205.

A summary of Florida Statutes providing for confidentiality of this, and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

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The Network Provider shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose prohibited by State or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

**19. Health Insurance Portability and Accountability Act**

In compliance with 45 CFR § 164.504 (e) , the Network Provider shall comply with the provisions of the Business Associate Agreement, incorporated herein by reference, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Network Provider or its subcontracts incidental to the Network Provider's performance of this Agreement.

**20. Individual Served Risk Prevention**

**a.** If services to individuals served are to be provided under this Agreement, the Network Provider and any subcontractors shall, in accordance with the individual served risk prevention system, report those reportable situations listed in CFOP 215-6 and in 65D-30.004, Florida Administrative Code, Common Licensing Standards in the manner prescribed in CFOP 215-6 and in 65D-30.004, Florida Administrative Code, Common Licensing Standards. The Network Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Network Provider and its employees.

**b.** The ME monitors timely submissions of incident reports and may impose financial penalties as described in Section 8. Financial Consequences for Network Provider's Failure to Perform.

**21. Human Subject Research**

The Network Provider shall comply with the requirements of CFOP 215-8 for any activity under this Agreement involving human subject research within the scope of 45 CFR, Part 46, and 42 U.S.C. section 289, et seq., and may not commence such activity until review and approval by the Department of Children and Families Human Protections Review Committee and a duly constituted Institutional Review Board.

**22. Support to the Deaf or Hard-of-Hearing**

**a.** The Network Provider and its subcontractors shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Instruction (CFOP) 60-10, Chapter 4, entitled "Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.

**b.** If the Network Provider or any of its subcontractors employs fifteen (15) or more employees, the Network Provider and subcontractor shall designate a Single-Point-of-Contact to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504, the ADA, and CFOP 60-10, Chapter 4. The Network Provider's Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database by the 4th business day of the month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The name and contact information for the Network Provider's Single-Point-of-Contact shall be furnished to the Contract Manager prior to the execution of this Agreement, within ten (10) calendar days of staffing change, or within fourteen (14) calendar days of the effective date of this requirement.

**c.** The Network Provider shall, within thirty (30) days of the effective date of this requirement, contractually require that its subcontractors comply with section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs fifteen (15) or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Network Provider's Single-Point-of-Contact.

**d.** The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of the Network Provider and their subcontractors with fifteen (15) or more employees shall attest in writing that they

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are familiar with the requirements of Section 504, the ADA, CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

**e.** The Network Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by the Network Provider and subcontractors. The approved Notice is available at: https://www.myflfamilies.com/service-programs/individual-with-disability/providers/.

**f.** The Network Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Network Provider shall distribute Customer Feedback forms to customers or companions and provide assistance in completing the forms as requested by the customer or companion.

**g.** If customers or companions are referred to other agencies, the Network Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

**h.** The Department requires each contract/subcontract provider agency's direct service employees to complete training on serving our customers who are Deaf or Hard-of-Hearing: https://www.myflfamilies.com/service-programs/individual-with-disability/providers/ and sign the Attestation of Understanding. Direct service employees performing under this Agreement will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

**23. Emergency Preparedness**

If the tasks to be performed pursuant to this Agreement include the physical care or supervision of individuals served, the Network Provider shall, within thirty (30) days of the execution of this Agreement, submit to the Contract Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for individuals served in substitute care, supplies, and a recovery plan that will allow the Network Provider to continue functioning in compliance with the executed Agreement in the event of an actual emergency. For the purpose of disaster planning, the term "supervision" includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home or be placed in a licensed foster care setting. No later than twelve months following the ME's original acceptance of a plan and every twelve (12) months thereafter, the Network Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary. The ME agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department or the ME may exercise oversight authority over such Network Provider in order to assume implementation of agreed emergency relief provisions.

**24. Insurance**

**a.** General Liability Insurance. Continuous adequate liability insurance coverage shall be maintained by the Network Provider during the existence of this Agreement and any renewal(s) and extension(s) thereof and in accordance with the requirements in Attachment I. By execution of this Agreement, unless it is a State agency or subdivision as defined by subsection 768.28(2), F.S., the Network Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Network Provider and the individuals served to be served under this Agreement. The limits of coverage under each policy maintained by the Network Provider do not limit the Network Provider's liability and obligations under this Agreement. Upon the execution of this Agreement, the Network Provider shall furnish the ME 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. The ME reserves the right to require additional insurance as specified in this Agreement. The Network Provider shall notify the Contract Manager within thirty (30) calendar days if there is a modification to the terms of insurance, to include but not limited to, cancellation or modification to policy limits.

**b.** To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the Network Provider by signing this Agreement acknowledges the value of obtaining Cyber Liability insurance, has considered all of the risks, and assumes all of the risks and liability associated with not obtaining such insurance. The Network Provider will indemnify, defend, and hold the ME harmless from any and all claims, losses, liabilities, damages, judgments, fees,

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expenses, awards, civil monetary penalties, and costs (including reasonable attorneys' and court fees and expenses) arising out of or related to any Breach or alleged Breach of Unsecured PHI created, received, maintained, transmitted, or otherwise used by the Network Provider and arising from the Network Provider's breach, or failure to perform pursuant to this Agreement (collectively, a "Claim") up to and including the Appellate Court level and until the case is resolved. If the Network Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the ME shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waving the limits of sovereign immunity.

**25. Indemnification**

**a.** The Network Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the ME, State and the Florida Department of Children and Families (DCF), and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any alleged act or omission by the Network Provider, its agents, employees, partners, or subcontractors, provided, however, that the Network Provider shall not indemnify for that portion of any loss or damages caused by the negligent act or omission of the ME.

**b.** The Network Provider shall fully indemnify, defend and hold harmless the ME, the State and the DCF, from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation of infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to the ME's misuse or modification of Network Provider's products or a ME's operation or use of Network Provider's products in a manner not contemplated by the Agreement or the purchase order. If any product is the subject of an infringement suit or in the Network Provider's opinion is likely to become the subject of such a suit, the Network Provider may at its sole expense procure for the ME the right to continue using the product or modify it to become non-infringing. If the Network Provider is not reasonably able to modify or otherwise secure the ME the use, the ME shall not be liable for any royalties. The Network Provider's indemnification for violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right shall encompass all such items used or accessed by the Network Provider, its officers, agents or subcontractors in the performance of this Agreement or delivered to the ME for the use of the ME, its employees, agents or contractors.

**c.** The Network Provider shall protect, defend, and indemnify, including attorney's fees and cost, the ME for any and all claims and litigation (including litigation initiated by the ME) arising from or relating to Network Provider's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the Network Provider's redaction, as provided for under Section 37., Network Provider's Confidential and Exempt Information.

**d.** The ME shall not be liable for any cost, expense, or compromise incurred or made by the Network Provider in any legal action. The Network Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the ME negligent shall excuse the Network Provider of performance under this provision, in which case the ME shall have no obligation to reimburse the Network Provider for costs of its defense. If the Network Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the ME shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

**26. Independent Contractor**

**a.** In performing its obligations under this Agreement, the Network Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the ME or the State of Florida, except where the Network Provider is a State agency. Neither the Network Provider nor its agents, employees, subcontractors or assignees shall represent to others that it is an agent, officer or employee of or has the authority to bind the ME or the Department by virtue of this Agreement, unless specifically authorized in writing to do so. This Agreement does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees as a result of performing the duties or obligations of this Agreement.

**b.** The ME will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Network Provider, or its subcontractor or assignee, unless specifically agreed to by the ME in this Agreement. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Network Provider, the Network Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Network Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Network Provider and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

**27. Assignments and Subcontracts**

**a.** The Network Provider shall not assign the responsibility for this Agreement to another party without prior written approval of the ME, upon the ME's sole determination that such assignment will not adversely affect the public interest; however, in no event may the Network Provider assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under this Agreement which right is not conditioned on full and faithful performance of Network Provider's duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the ME shall be null and void. The Network Provider shall not subcontract for any of the work contemplated under this Agreement without prior written approval of the ME, which shall not be unreasonably withheld.

**b.** The Network Provider shall ensure that all subcontract agreements, at any tier, for work contemplated under this Agreement, adhere to all of the requirements of the ME's Prime Contract with the Department and all the requirements of this Agreement. A copy of the Prime Contract can be found at the ME's website. www.thrivingmind.org.

**c.** To the extent permitted by Florida Law, and in compliance with Section 25., Indemnification, of this Standard Contract Part I, the Network Provider is responsible for all work performed and for all commodities produced pursuant to this Agreement whether actually furnished by the Network Provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The Network Provider further agrees that neither the ME nor the Department shall be liable to the subcontractor in any way or for any reason. The Network Provider, at its expense, will defend the ME against such claims.

**d.** The Network Provider shall make payments to any subcontractor within seven (7) working days after receipt of payment from the ME in accordance with section 287.0585, F.S., unless otherwise stated in the Agreement between the Network Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Network Provider and paid by the Network Provider to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

**e.** The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under its Agreement with the ME to another governmental agency in the State of Florida or to a provider of the Department's selection, upon giving prior written notice to the ME. In the event the State of Florida approves transfer of the ME's obligations, the Network Provider 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 the Network Provider, the ME and the Department.

**f.** The Network Provider shall include, or cause to be included, in all subcontracts (at any tier) the substance of all clauses contained in this Standard Contract Part I that mention or describe subcontract compliance. as well as all clauses applicable to that portion of the Network Provider's performance being performed by or through the subcontract.

**28. Civil Rights Requirements**

In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Network Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Agreement because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Network Provider shall not to discriminate against any applicant, individuals served, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, sub-grantees or others with whom it arranges to provide services or benefits to individuals served or employees in connection with its programs and activities. The Network Provider shall complete the Civil Rights Certificate, CF Form 707 and the Civil Rights Compliance Checklist, CF Form 946 in accordance with CFOP 60-16 and 45 CFR 80.

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**29. State and Federal Whistle-blower Act Requirements**

**a.** In accordance with subsection 112.3187, F.S., the Network Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Network Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

**b.** Pursuant to Section 11(c) of the OSH Act of 1970 and the subsequent federal laws expanding the act, the Network Provider is prohibited from discriminating against employees for exercising their rights under OSH Act. Details of the OSH Act can be found at this website: https://www.whistleblowers.gov/

**30. DEO and Workforce Florida**

The Network Provider understands the DCF, the Department of Economic Opportunity, and Worksource Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The ME encourages Network Provider participation with the Department of Economic Opportunity and Workforce Florida, Inc.

**31. Transitioning Young Adults**

The Network Provider understands the Department's interest in assisting young adults aging out of the dependency system. The ME encourages Network Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

**32. Sponsorship or Financial Support**

As required by section 286.25, F.S., if the Network Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program State: "Sponsored by (*Network Provider's Name*), Thriving Mind South Florida and the State of Florida Department of Children and Families". If the sponsorship reference is in written material, the words "Thriving Mind South Florida" and "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

If the sponsorship reference includes any logos or marks, then the logo for Thriving Mind South Florida and for the Department of Children and Families shall appear at least the same size as that for the Network Provider or other entities referenced.

**33. Publicity**

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

**34. Public Entity Crime and Discriminatory Contractors**

Pursuant to section 287.133, F.S. and 287.134, F.S., the following restrictions are placed on the ability of persons on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons

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or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. This provision applies to the Network Provider and all their subcontractors.

**35. Employee Gifts**

The Network Provider agrees that it will not offer to give or give any gift to any ME or Department employee during the service performance period of this Agreement and for a period of two (2) years thereafter. In addition to any other remedies available to the ME and the Department, any violation of this provision will result in referral of the Network Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Network Provider's name on the suspended vendors list for an appropriate period. The Network Provider will ensure that its subcontractors, if any, comply with these provisions.

**36. Intellectual Property**

- **a.** It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Network Provider's performance under this Agreement, and the performance of all of its officers, agents and subcontractors in relation to this Agreement, are works for hire for the benefit of the Department, fully compensated for by the Agreement amount, and that neither the Network Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Agreement. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith. Notwithstanding the foregoing provision, if the Network Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.
- **b.** If the Network Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement. For the purposes of this provision, the term "use" shall include use by the Network Provider during the term of this Agreement and use by the ME, agents, or contractors and the Department during the term of this Agreement and perpetually thereafter.
- **c.** All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Network Provider or one of its subcontractors is a university and a member of the State University of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, non-exclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

**37. Network Provider's Confidential and Exempt Information**

- **a.** Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. Any claim by Network Provider of trade secret (proprietary) confidentiality for any information contained in Network Provider's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the ME in connection with this Agreement will be waived, unless the claimed confidential information is submitted in accordance with Section 37. b. below.
- **b.** The Network Provider must clearly label any portion of the documents, data or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as proprietary or trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Network Provider shall include information correlating the nature of the claims to the particular protected information.
- **c.** The ME, when required to comply with a public records request including documents submitted by the Network Provider, may require the Network Provider to expeditiously submit redacted copies of documents marked as confidential or trade secret in accordance with Section 37. b. above. Accompanying the submission shall be an updated version of the justification under Section 37. b. correlated specifically to redacted information, either confirming that

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the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis from the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be proprietary or trade secret. If the Network Provider fails to promptly submit a redacted copy, the ME is authorized to produce the records sought without any redaction of proprietary or trade secret information.

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

**38. Real Property**

Any State funds provided for the purchase of or improvements to real property are contingent upon the Network 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 (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of State funding for this purpose, if the Network Provider disposes of the property before the Department's interest is vacated, the Network Provider will refund the proportionate share of the State's initial investment, as adjusted by depreciation.

**39. Information Security**

**a.** An appropriately skilled individual shall be identified by the Network Provider to function as its Information Security Officer. The Information Security Officer shall act as the liaison to the ME's and the Department's security staff and will maintain an appropriate level of information security for the ME's and the Department's information systems or any individual served or other confidential information the Network Provider is collecting or using in the performance of this Agreement. An appropriate level of security includes approving and tracking all who request or have access, through the Network Provider's access, to ME or Department information systems or any individual served or other confidential information. The Information Security Officer will ensure that any access to the ME or Department information systems or any individual served or other confidential information is removed immediately upon such access no longer being required for Network Provider's performance under this Agreement.

**b.** The Network Provider shall provide the latest Department Security Awareness Training to all who request or have access, through the Network Provider's access, to ME and/or Department information systems or any individual served or other confidential information.

**c.** All who request or have access, through all Network Provider access, to ME or Department information systems or any individual served or other confidential information shall comply with and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 112 annually or immediately upon hire and annually thereafter. The Network Provider shall maintain a copy of the signed DCF Security Agreement form CF 112 in the personnel file. The Network Provider agrees to submit copies of each signed DCF Security Agreement form CF 112 to the Contract Manager and the ME's Vice President of IT and Data Analytics upon request. A copy of CF 112 may be obtained from the Contract Manager.

**d.** The Network Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in CFOP 50-2. The Network Provider shall require the same of all subcontractors.

**e.** The Network Provider agrees to notify the Contract Manager as soon as possible, but no later than four (4) business days following the determination of any potential or actual unauthorized disclosure or access to ME or Department information systems or to any individual served or other confidential information. The Network Provider shall require the same notification requirements of all subcontractors.

**f.** The Network Provider shall prevent unauthorized disclosure or access, from or to ME and/or Department information systems or individual served or other confidential information. Individual served or other confidential information on systems and network capable devises shall be encrypted per CFOP 50-2.

**g.** The Network Provider shall, at its own cost, comply with section 501.171. F.S. The Network Provider shall also, at its own cost, implement measures deemed appropriate by the ME and/or the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to ME or Department information systems or to any individual served or other confidential information. The Network Provider shall adhere to the requirements of the Business Associate Agreement, incorporated herein by reference. A violation or breach of any of the assurances as stipulated in the Business Associate Agreement must constitute a material breach of this Agreement.

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**40. Accreditation**
The ME is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the ME has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the ME's Network Providers will take appropriate steps to maintain its accreditation or become fully accredited by June 30, 2021.

**41. Notice of Legal Action**
The Network Provider shall notify the ME of legal actions taken against them or potential actions such as lawsuits, related to services provided through this Agreement or that may impact the Network Provider's ability to deliver the services, or adversely impact the ME and/or the Department. The Contract Manager will be notified within ten (10) calendar days of Network Provider becoming aware of such actions or from the day of the legal filing, whichever comes first.

**42. Unauthorized Aliens and Employment Eligibility Verification (E-Verify)**
Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Agreement by the ME for violation of section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The Network Provider and its subcontractors will enroll in and use the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Agreement. Employees assigned to the Agreement means all persons employed or assigned (including subcontractors) by the Network Provider or a subcontractor during the term of the Agreement to perform work pursuant to this contract within the United States and its territories.

**43. Employment Screening**
The Network Provider shall ensure that all staff utilized by the Network Provider and its subcontractors (hereinafter, "Contracted Staff") that are required by Florida law and by CFOP 60-25, Chapter 2, which is hereby incorporated by reference to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

- **a.** Employment history checks;
- **b.** Fingerprinting for all criminal record checks;
- **c.** Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);
- **d.** Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and
- **e.** Security background investigation, which may include local criminal record checks through local law enforcement agencies.
- **f.** Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

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

**45. Office of Inspector General Request for Reference Check**
The Department requires, as applicable, the use of the Officer of Inspector General's Request for Reference Check form (CF 774), which states: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families or a Contract or sub-contract provider, a check with the Office of Inspector General (IG) is required to determine if the individual is or has been a subject of an investigation with the IG's Office. The request will only be made on the individual that is being recommended to be hired for the position if that individual has previously worked for the Contract or sub-contract provider, or if that individual is being promoted, transferred or demoted within the Contract or sub-contract provider."

**46. Pride**
Articles which are the subject of or are required to carry out this Agreement shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this Agreement, the Network Provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

**47. Recycled Products**
The Network Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Agreement, in accordance with the provisions of sections 403.7065, F.S.

**48. Renegotiations or Modifications**
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 included in the ME's prime contract with the Department.

**49. Dispute Resolution**

**a.** The parties agree to cooperate in resolving any differences in interpreting the Agreement, including but not limited to, individual served eligibility and/or placement into the appropriate level of care, a general dispute arising out of, or relating to this Agreement, or contesting a financial penalty for failure to comply with requirements of a corrective action plan. Within five (5) working days of the execution of this Agreement, each party shall designate a Dispute Resolution Officer with the requisite authority to act as its representative for dispute resolution purposes and provide that information to the other party.

**b.** Within five (5) working days from delivery to the Dispute Resolution Officer of the other party of a written request for dispute resolution, the representatives will conduct a face-to-face meeting to resolve the disagreement amicably. If the parties are not able to meet within the five (5) working days due to scheduling difficulties, the meeting shall occur as mutually agreed to by the parties, but no later than ten (10) working days from the date of receipt of the written request for dispute resolution. If the representatives are unable to reach a mutually satisfactory resolution at the face-to-face meeting, the dispute resolution process in Section 49.c. shall be followed. In the event of a dispute regarding individual served eligibility and/or placement into the appropriate level of care, the dispute shall not preclude the Network Provider from providing the provision of services to eligible individuals until the dispute is resolved.

**c.** If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the President/Chief Executive Officer of the respective parties. Upon referral to this next step, the President/Chief Executive Officer of the parties shall confer in an attempt to amicably resolve the issue. If the President/Chief Executive Officer of the parties cannot resolve the issue, the issue shall be presented at the discretion of the ME either to the Board of Directors Executive Committee and/or the ME's Board of Directors. Should the dispute not be resolved at the Board of Directors Executive Committee and/or the ME's full Board of Directors level, the decision of the ME shall prevail subject to any legal rights that the Network Provider may have and/or wish to exercise. Venue for any court action will be in Miami-Dade County, Florida. This provision shall not limit the parties' rights of termination under Section 10.

**50. Notice**
Any notice that is required under this Agreement 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 to the representative of the Network Provider responsible for administration of the program, to the designated address contained in this Agreement.

**51. Final Invoice**
The final invoice for payment shall be submitted to the ME by July 1, 2025. If the Network Provider fails to do so, all rights to payment are forfeited and the ME will not honor any requests submitted after the aforesaid time period. Any payment

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due under the terms of this Agreement may be withheld until all reports due from the Network Provider and necessary adjustments thereto, have been approved by the ME.

**52. Survival of Terms**
Unless a provision hereof expressly states otherwise, all provisions hereof concerning obligations of the Network Provider and remedies available to the ME survive the ending date or an earlier termination of this Agreement. The Network Provider's performance pursuant to such surviving provisions shall be without further payment, as the payments received during the term of this Agreement are consideration for such performance.

**53. Governing Law and Venue**
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, without regard to Florida provisions for conflict of laws. State Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Agreement and venue shall be in Miami-Dade County, Florida.

**54. Electronic Signature.** This Agreement may be executed by electronic signature as follows:
- **a.** a fax copy of this Agreement with a signature page that displays the image of a handwritten signature; or
- **b.** a digital file that is transmitted by one party to the other which, when displayed on an electronic video display terminal, presents an image of this Agreement with a signature page bearing the image of a handwritten signature; or,
- **c.** electronic signatures, whether digital or encrypted, have the same force and effect as manual signatures.

**55. All Terms and Conditions Included**
This Agreement and it attachments, **Attachments I-III** and any exhibits referenced in said attachments, together with any documents incorporated by reference, including the ME prime contract (which can be found at http://www.thrivingmind.org), 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. In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

a. Attachment I through Attachment III, Exhibits, the Business Associate Agreement;
b. Any documents incorporated into any Exhibit or Attachment by reference or included as a subset thereof;
c. This Standard Contract Part I;
d. Standard Contract Part II;
e. Any documents incorporated into this Agreement by reference

**SIGNATURE PAGE FOLLOWS**

**BY SIGNING THIS AGREEMENT, THE PARTIES AGREE THAT THEY HAVE READ AND AGREE TO THE ENTIRE AGREEMENT, AS DESCRIBED IN SECTION 55. ABOVE.**

IN WITNESS THEREOF, the parties have caused this Agreement, attachments, exhibits, and any documents referenced herein, to be executed by their undersigned officials as duly authorized.

| | |
|---|---|
| **NETWORK PROVIDER:** MIAMI DADE COUNTY THROUGH ITS HOMELESS TRUST | **SOUTH FLORIDA BEHAVIORAL HEALTH NETWORK, INC.** |
| SIGNED BY: ________________________________________ | SIGNED BY: ____________________________________________ |
| NAME__________________ | NAME: John W. Newcomer, M.D. |
| TITLE: ________________________ | TITLE: President and CEO |
| DATE: ________________________________________ | DATE: _________________________ |

Federal Tax ID# (or SSN) 56-6000573

Network Provider Fiscal Year Ending Date **30-Sept**

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## STANDARD CONTRACT PART II

**Section 1. Services to be Provided.** This Agreement is for the purchase of the services specified in Attachment I, Scope of Work, attached hereto.

**Section 2. Representations.**

**(1)** The Network Provider shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed pursuant to this Agreement shall be done in a professional manner.

**(2)** The Network Provider hereby represents to the ME, with full knowledge that the ME is relying upon these representations when entering into this Agreement that Network Provider has the professional expertise, experience, and manpower, as well as holds the necessary certifications and licenses required to perform the services to be provided by the Network Provider pursuant to the terms of this Agreement.

**(3)** Prior to commencing to provide any services pursuant to this Agreement, Network Provider shall provide copies of any and all business or professional licenses and certifications held by Network Provider to the ME related to the performance of the services required by this Agreement, and they shall be incorporated and made a specific part of this Agreement, whether or not attached hereto. Upon renewal of such licenses or certifications during the term of this Agreement, Network Provider shall provide evidence of such renewal or re-issuance to the ME.

**Section 3. Required Reports.**

The Network Provider agrees to submit the following Required Reports:

<table>
<tr><th></th><th>Report</th><th>Frequency</th><th>Send to</th></tr>
<tr><td>1.</td><td>Payment Request Template in Exhibit A)</td><td rowspan="3">Quarterly<br>October 8, 2024<br>(Period: 07/1/24 - 09/30/24)<br>January 8, 2025<br>(Period: 10/01/24 - 12/31/24)<br>April 8, 2025<br>(Period: 01/01/25 - 03/31/25)<br>July 8, 2025<br>(Period: 04/01/25- 06/30/25)</td><td>Fiscal Department</td></tr>
<tr><td>2.</td><td>Return on Investment Report (Template in Exhibit B)</td><td>ME Contract Manager</td></tr>
<tr><td>3.</td><td>Reconciliation Report (Template provided by the ME)</td><td>Fiscal Department</td></tr>
<tr><td>4.</td><td>Final Payment Request</td><td>July 21, 2025</td><td>Fiscal Department</td></tr>
<tr><td>5.</td><td>Final Reconciliation Report</td><td>July 21, 2025</td><td>Fiscal Department</td></tr>
<tr><td>6.</td><td>Local Match Calculation Form - Template 9 -</td><td>Due 180 days after the end of the Network Provider’s fiscal</td><td>Fiscal Department</td></tr>
</table>

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| | | | |
|---|---|---|---|
| | Department of Children and Families form, available at the following website: Managing Entities \| Florida DCF (myflfamilies.com) | year or within 30 days(federal) or 45 (state) of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes The schedule shall be based on revenues and expenditures recorded during the state's fiscal year. | |

**Section 4. Local Match Requirements**

The Network Provider must complete and submit the Department-approved Local Match Calculation Form as a supplemental report to the annual financial audit reports as required by Attachment II, Financial and Audit Compliance per the schedule and to the individual(s) identified in the Section 3, Required Reports. The Department-approved Local Match Calculation Form, Template 9 – Local Match Calculation Form is available at the following website: Managing Entities | Florida DCF (myflfamilies.com)

*Note: Click on FY24-25 ME Templates and click on Reporting Template 9 – Local Match Calculation Form*

**Section 5. Acceptance of Reports.**

The Network Provider must submit reports listed in this Agreement. In all cases, the delivery of reports, ad hoc or scheduled, must not be construed to mean acceptance of those reports.

**Section 5. Accounting for Payments.** The Network Provider agrees that it will account for all payments from the ME organization.

**Section 6. Special Insurance Provisions.**

**(1)** The Network Provider shall obtain at its own expense all necessary insurance in such form and amount as required by the ME before beginning work under this contract including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the ME, including Professional Liability when appropriate. The Network Provider shall maintain such insurance in full force and effect during the life of this Agreement. The Network Provider shall provide to the ME certificates of all insurances required under this section prior to beginning any work under this contract. The Network Provider will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this Agreement.

**(2)** The Network Provider acknowledges that, as an independent contractor, the Network Providers, and its subcontractors, at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.

**(3)** The Network Provider must obtain and provide proof to the ME's of comprehensive general liability insurance coverage (broad form coverage), specifically including premises, fire and legal liability to cover managing the Network Provider and all of its employees. The limits of Network Provider's coverage must be no less than $300,000 per occurrence with a minimal annual aggregate of no less than $1,000,000.

**(4)** If any officer, employee, or agent of the Network Provider operates a motor vehicle in the course of the performance of its duties under this Agreement, the Network Provider must obtain and provide proof to the Managing Entity of comprehensive automobile liability insurance coverage. The limits of the Network Provider's coverage must be no less than $300,000 per occurrence with a minimal annual aggregate of no less than $1,000,000.

**(5)** If any officer, employee, or agent of the Network Service Provider, at all tiers, provides any professional services or provides or administers any prescription drug or medication or controlled substance in the course of the performance of the duties of the Network Service Provider, the Managing Entity must cause the Network Service Provider, at all tiers, to obtain and provide proof to the Managing Entity of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all Network Service Provider employees with the same limits.

**(6)** The ME must be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any such insurance. The payment of any deductible on any policy must be the sole responsibility of the Network Provider purchasing the insurance.

**(7)** All such insurance policies of the Network Providers, and its subcontractors at all tiers, must be provided by insurers licensed or eligible to do and that are doing business in the State of Florida. Each insurer must have a minimum rating of "A" by A. M. Best or an equivalent rating by a similar insurance rating firm and *must name the ME as an additional insured under the policy(ies).* The Network Provider must use its best good faith efforts to cause the insurers issuing all such general, automobile, and professional liability insurance to use a policy form with additional insured provisions naming the ME as an additional insured or a form of additional insured endorsement that is acceptable to the ME in the reasonable exercise of its judgment.

**<u>Section 7. Incident Reports and Mandatory Reporting Requirements</u>**

**A. <u>Incident Reports</u>**

1) The Network Provider must submit incident reports into the Incident Reporting and Analysis System (IRAS) on all reportable incidents per CFOP 215-6 and in Ch.65D-30.004, Florida Administrative Code, Common Licensing Standards. All critical incidents must be entered into IRAS within twenty-four (24) hours of the incident occurring. Failure to comply with the reporting requirements constitutes a lack of compliance with licensure status or contract provisions. The Network Provider may be assessed financial consequences for failure to perform pursuant to section 402.73(1), F.S., and Rule 65- 29.001, F.A.C.

   Certain incidents may warrant additional follow-up by the ME. Follow-up may include on-site investigations or requests for additional information or documentation. When additional information or documentation is requested, the Network Provider will submit the information requested by the ME within 24 hours unless otherwise specified in the request.

   It is the responsibility of the Network Provider to maintain a monthly log listing all incidents occurring at the agency, including those submitted to the Office of the Inspector General and those not reportable in IRAS, with the following information: Individual served initials, incident report tracking number from IRAS (if applicable), incident report category, date and time of incident, and follow-up action taken.

   All designated public and private Baker Act receiving facilities, all State Mental Health Treatment Facilities, and all licensed Addictions Receiving Facilities that provide for the evaluation, diagnosis, care, treatment, training, or hospitalization of persons who appear to have a mental illness or have been diagnosed as having a mental illness must report seclusion and restraint event data in accordance with the DCF Pamphlet 155-2, Version 14, or the latest revision thereof. This chapter is posted on the Florida Department of Children and Families website at:

   [Managing Entities | Florida DCF (myflfamilies.com)]

**B. <u>Mandatory Reporting Requirements</u>**

1) The Network Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Network Provider, and of any subcontractor, providing services in connection with this contract who has any knowledge of a reportable incident must report such incident as follows:

   a) A reportable incident is defined in CFOP 180-4, which can be obtained from the ME's Contract Manager.
   b) Reportable incidents that may involve an immediate or impending impact on the health or safety of an Individual Served shall be immediately reported to the ME's Continuous Quality

Improvement Manager and the ME Contract Manager.

c) Other reportable incidents must be reported to the ME's and Department's Office of Inspector General. Notification to the Inspector General shall be through the Internet at https://www.myflfamilies.com/admin/ig/rptfraud1.shtml or by completing a Notification/Investigation Request (form CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myflfamilies.com. The Network Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428.

2) In the event of a breach or potential breach of Protected Health Information, the Network Provider is directed to the reporting requirements delineated in the executed Business Associate Agreement, incorporated herein by reference.

**Section 8. List of Documents**

1. **Standard Contract Part I**
2. **This Standard Contract Part II**
3. **Attachment I, Scope of Work**
4. **Exhibit A, Payment Request**
5. **Exhibit B, Return on Investment**
6. **Exhibit H, Funding Detail and Local Match Plan**
7. **Attachment II, Financial and Compliance Audit**
8. **Attachment III, Certification Regarding Lobbying**

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# Exhibit A

**Payment Request**
**South Florida Behavioral Health Network, Inc. d/b/a Thriving Mind South Florida**

| | |
|---|---|
| Network Provider Name & Address<br><br><br>Network Provider Fiscal Contact<br><br>_________<br>_________<br>_________ | Date:<br><br>Contract Period: 7/1/2024 – 06/30/2025<br><br>Invoice #: ______<br><br>Project Name: _____________________<br><br>Agreement # PSA-14-02 |

| FY 24-25 Agreement Amount | Payment Request | Total Prior Payment Requests | Balance |
|---|---|---|---|
| $175,000 | | | |

I hereby certify that the above figures are a true and correct pursuant to the deliverables of this Agreement.

| Reports and Documentation |
|---|
| ☐Return of Investment Report<br>☐Reconciliation Report<br>☐Final Invoice<br>☐Final Reconciliation Report |

_______________________________
Signature of Network Provider Official

_________________________________
Name, Title

________________________________
Date

# Exhibit B - Template 30 - Proviso Project Return on Investment Report

Purpose: This report serves to track the progress of proviso projects and quantify the return on investment, in both financial and human terms. This report should be completed quarterly and submitted to the managing entity (ME) by **October 8, January 8, April 8, and July 8.**

## General Information

**Year:** 2024 **General Appropriations Act Specific Appropriation #:** 377
**ME:** South Florida Behavioral Health Network, Inc. d/b/a Thriving Mind South Florida

**Project Name:** Project Lazarus Specialized Outreach

***Project Start Date**: 7/1/2024 **Proviso Allocation Amount:** $ 175,000.00

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

---

**Brief Project Description**

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

Individuals for involuntary and voluntary examination under the Baker Act.

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

**Description of Services Offered:**

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

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

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

**Pursuant to the Florida Senate – Local Funding Initiative Request, Fiscal Year 2023-2024:**

1. Number of on-street contacts (Target: 600)
2. Number of persons served (clients roll over from year to year). (Target: 120 persons engaged)
3. Exits to housing (Target: 50% of participants no longer on the street)

**Pursuant to The Florida House of Representatives Appropriations Project Request - Fiscal Year 2023-24 For projects meeting the definition of House Rule 5.14**

**(1)** Benefit or Outcome: Improve behavioral (mental health and substance abuse) stabilization

**(2)** Measure of the Benefit or Outcome

1. 600 unhoused individuals are contacted by the program staff while living on the street.
2. Of the individuals contacted, 120 individuals engaged into services by the program.
3. 50% of participants engaged into services by the program are placed into shelter, transitional, or permanent supportive housing.

**Method for Measuring Level of Benefit or Outcome**

Individuals who engage in program services and successfully transitioned into some form of housing, will demonstrate significantly lower rates of return to homelessness, reducing the cost safety nets services by these high system users including emergency rooms, crisis units, criminal justice and homeless services. The following measures will be used to measure these outcomes:

1. Number of on street contacts (Target: 600)
2. Number of persons served (clients roll over from year to year). (Target: 120 persons engaged)
3. Exits to housing (Target: 50% of participants no longer on-street)
4. Annual Progress Report (APR) will be used to determine how many individuals were contacted.
5. Annual Progress Report (APR) will be used to determine how many individuals were engaged by the program.
6. Annual Progress Report (APR) will be used to determine how many individuals are no longer living on the street.

**Outputs and Outcomes**

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

***Individuals to be Served:***

1. Number of on street contacts (Target: 600)
2. Number of persons served (clients roll over from year to year). (Target: 120 persons engaged)
3. Exits to housing (Target: 50% of participants no longer on-street)

***Contractual Performance Measures for this project:***

1. Number of on street contacts: 600
2. Number of persons served engaged (clients roll over from year to year):120
3. Exits to housing: 60

**Actual unduplicated number of individuals served**: Reporting Period________Year to Date________________

1. Number of on street contacts: ______
2. Number of persons served engaged (clients roll over from year to year): _____
3. Exits to housing (Target: 50% of participants no longer on-street): ________

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

4. Number of on street contacts: ______
5. Number of persons served engaged (clients roll over from year to year): _____
6. Exits to housing (Target: 50% of participants no longer on-street): ________

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

**If applicable, describe a success story:** ☐ N/A

**Cost**

Expenditures for entire allocation: Reporting Period $____________ Year to Date $__________________

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

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

Example:

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

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

Cost Avoidance Narrative *(explanation of methodology):*

# Attachment I
## Scope of Work

### I. Project/Program Description

Funding to the Network Provider will be used for a specialized outreach initiative seeking to engage, assess, treat (medically and mentally) and secure supportive permanent housing placement for persons who are chronically homeless and mentally ill or have substance use disorders or co-occurring disorders, living on the streets in Miami-Dade County. Through coordinated street outreach activities, the project will continue to engage the hardest to serve chronically homeless mentally ill and substance users, on-street population, in their environment, and facilitate access to the healthcare and social services delivery system. The project will address their immediate health needs, and ultimately any long-term chronic conditions, will provide mental health treatment and navigation to benefits with the end goal of stabilized housing. The project will target the chronically homeless and substance users, particularly those identified as the most service-resistant and having severe mental and substance use disorders.

### II. Goal

This project intends to provide behavioral (mental health and substance abuse) stabilization through Direct Observational Treatment (DOT) as well as access to housing and other services for on-street chronically homeless individuals, who have not benefited from traditional service programs. Through coordinated street outreach activities, the project will continue to engage the hardest to serve chronically homeless mentally ill and substance users in order to get them off the streets and into housing. This includes high systems users such as persons with a history of arrests and/or frequent police interactions and/or hospitalizations to reduce dependency on those systems.

### III. Activities and Services

The Network Provider will approach (pre-engagement) as many of the on-street chronically homeless and substance abusers in Miami as possible, engage these individuals over time before delivering, treatment and stabilization services along with Housing and Supportive services. Outreach takes place 5 days a week in the early morning or the late evening with medication observation taking place on weekends.

### IV. Direct Services

- The project will engage, assess, treat (medically and mentally).
- Secure supportive housing placement for persons who are chronically homeless and mentally ill or have substance use disorders or co-occurring disorders, living on the streets in Miami-Dade County.

### V. Target Population

Project Lazarus targets the chronically homeless and substance users, particularly those identified as the most service resistant and having severe mental and substance use disorders, cognitive and other disabilities. On-street chronic homeless specifically, identified in the 2023 Priority Home Homeless Plan as the population of highest need. The project will seek to make 600 contacts and engage 120 individuals.

Target Population Groups

- Persons with poor mental health
- Persons with poor physical health
- Economically disadvantaged persons
- Homeless
- Physically disabled
- Drug users (in health services)
- Currently or formerly incarcerated persons
- Other: Homeless/Chronically homeless

## VI. Intended Outcomes of the Project and Methodology

Individuals who engage in program services and successfully transition into some form of housing, will demonstrate significantly lower rates of return to homelessness, reducing the cost safety nets services by these high system users including emergency rooms, crisis units, criminal justice and homeless services.

### A. Source: The Florida Senate – Local Funding Initiative Request, Fiscal Year 2024-2025

1. Number of on-street contacts (Target: 600)

2. Number of persons served (clients roll over from year to year). (Target: 120 persons engaged)

3. Exits to housing (Target: 50% of participants no longer on the street)

### B. Source: The Florida House of Representatives Appropriations Project Request - Fiscal Year 2024-25 For projects meeting the definition of House Rule 5.14

(1) Benefit or Outcome: Improve behavioral (mental health and substance abuse) stabilization

(2) Measure of the Benefit or Outcome

1. 600 unhoused individuals are contacted by the program staff while living on the street.

2. Of the individuals contacted, 120 individuals engaged into services by the program.

3. 50% of participants engaged into services by the program are placed into shelter, transitional, or permanent supportive housing.

(3) Method for Measuring Level of Benefit or Outcome

Individuals who engage in program services and successfully transitioned into some form of housing, will demonstrate significantly lower rates of return to homelessness, reducing the cost safety nets services by these high system users including emergency rooms, crisis units, criminal justice and homeless services. The following measures will be used to measure these outcomes:

1. Number of on street contacts (Target: 600)
2. Number of persons served (clients roll over from year to year). (Target: 120 persons engaged)
3. Exits to housing (Target: 50% of participants no longer on-street)
4. Annual Progress Report (APR) will be used to determine how many individuals were contacted.
5. Annual Progress Report (APR) will be used to determine how many individuals were engaged by the program.
6. Annual Progress Report (APR) will be used to determine how many individuals are no longer living on the street.

VII. Project Cost for Fiscal Year 2024-2025-Allocation through Department of Children and Families

| Spending Category | Description | Amount |
|---|---|---|
| **Administrative Costs:** | | |
| Executive Director/Project Head Salary and Benefits | | 0 |
| Other Salary and Benefits | Program supervision, contract management, billing and reporting. | 5,000 |
| Expense/Equipment/Travel/Supplies/ Other | Office supplies/expenses. | 5,000 |
| Consultants/Contracted Services/Study | | 0 |
| **Operational Costs: Other** | | |
| Salary and Benefits | Salary and Benefits for 1 FTE Case Manager, 2 FTE Residential Assistants, 1 FTE behavioral health clinician for and 1 FTE Nurse/Nursing Assistant. | 120,000 |
| Expense/Equipment/Travel/Supplies/ Other | Direct support - unit rental costs, move-in expenses, furniture, food/food vouchers, bus passes, utility expenses and life skills. | 5,000 |
| Consultants/Contracted Services/Study | Contracted services - after hours case management and medication assisted treatment. | 40,000 |
| **Fixed Capital Construction/Major Renovation:** | | |
| Construction/Renovation/Land/ Planning Engineering | | 0 |
| **Total State Funds Requested (must equal total from question #6)** | | **175,000** |

**VIII. Penalties for Unmet Deliverables**

Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance. Financial penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans. Increments of penalty imposition shall apply, unless DCF determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan.

The Network Provider agrees to return unspent money to the State of Florida, as indicated in Local Funding Initiative Request.

# EXHIBIT H - FUNDING DETAIL

**Provider: Miami Dade County Homeless Trust** **Contract #: PSA-14-02** **Amendment #**

## ADULT MENTAL HEALTH

| OCA DESCRIPTION | NEW OCA | AMOUNT |
|---|---|---|
| Residential Services | MH001 | $ - |
| Non-Residential Services | MH009 | $ - |
| Crisis and Baker Act Services | MH018 | $ - |
| Early Intervention - Psychotic Disorders | MH026 | $ - |
| Community Forensic Program | MH072 | $ - |
| Indigent Drug Program | MH076 | $ - |
| Proviso Allocation - Citrus | MH094 | $ - |
| Carry Forward | MH0CF | $ - |
| Care Coordination | MH0CN | $ - |
| Forensic Hospital Multidisciplinary Team | MH0FH | $ - |
| FACT Team | MH0FT | $ - |
| PATH Grant | MH0PG | $ - |
| TANF Services | MH0TB | $ - |
| BSCA Early Intervention SVC-Psychotic Disc | MH26B | $ - |
| BSCA 988 Suicide & Crisis Lifeline | MHCBS | $ - |
| Citrus Health Network ACS | MH128 | $ - |
| Expanding 211 Call Vol& Coordination Initia | MH211 | $ - |
| Emergency COVID-19 Grant Supplemental | MHCOS | $ - |
| Early Intervention Services MHBG Suppleme | MH262 | $ - |
| Supported Employment Services | MHEMP | $ - |
| Forensic Transitional Beds | MHFMH | $ - |
| Residential stability Coord MHBG SUP2 | MHRE2 | $ - |
| For Profit Sub-Recipeint - Key West HMA | MHSFP | $ - |
| MH 988 State & Territory Improvement Gran | MH981 | $ - |
| MH 988 Implementation Fed Discretionary Gr | MH98G | $ - |
| MDC - Central Receiving Facility | MDCRF | $ - |
| Suicide Prevention MHBG Supplemental 2 | MHPV2 | $ - |
| Community Action Treatment (CAT) Team | MHCAT | $ - |
| Mobile Crisis Team | MHMCT | $ - |
| Specialty Programs | SPLTY | $ - |
| Involuntary Outpatient Services Pilot Project | MH021 | $ - |
| MH Services MHBG Supplemental 2 | MHARP | $ - |
| Connect Familias Youth Screen | MHCFY | $ - |
| JCS Crisis Line | MHJCL | $ - |
| JCS Surfside | MHSUR | $ - |
| Core Crisis Set Aside MHBG Supplemental 2 | MH988 | $ - |
| TBA | MHTBA | $ - |
| Core Crisis Set Aside MHBG Supplemental 2 | MHCC2 | $ - |
| Agape Network - Community Reentry | MH101 | $ - |
| MDC-HT/ Project Lazarus Specialized Outrea | MH119 | $ 175,000 |
| CRF- Banyan | MHSCR | $ - |
| **TOTAL ADULT MENTAL HEALTH =** | | **$ 175,000** |

## CHILDREN MENTAL HEALTH

| OCA DESCRIPTION | NEW OCA | AMOUNT |
|---|---|---|
| Residential Services | MH001 | $ - |
| Non-Residential Services | MH009 | $ - |
| Crisis and Baker Act Services | MH018 | $ - |
| Purchased Residential Treatment (PRTS) | MH071 | $ - |
| Special Appropriation - ICFH | MH0BN | $ - |
| BSCA 988 Suicide & Crisis Lifeline | MHCBS | $ - |
| Carry Forward | MH0CF | $ - |
| TBA | MHTBA | $ - |
| Community Action Treatment (CAT) Team | MHCAT | $ - |
| Mobile Crisis Team | MHMCT | $ - |
| ME Other Multidisciplinary Team | MHMDT | $ - |
| Telehealth Behavioral Health Services | MHTLH | $ - |
| | | $ - |
| Specialty Programs | SPLTY | $ - |
| Connect Familias Youth Screen | MHCFY | $ - |
| JCS Crisis Line | MHJCL | $ - |
| | | $ - |
| MH Services MHBG Supplemental 2 | MHARP | $ - |
| | | $ - |
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| **TOTAL CHILDREN MENTAL HEALTH =** | | **$ -** |

## ADULT SUBSTANCE ABUSE

| OCA DESCRIPTION | NEW OCA | AMOUNT |
|---|---|---|
| Residential Services | MS003 | $ - |
| Non-Residential Services | MS011 | $ - |
| Detox Services | MS021 | $ - |
| HIV Services | MS023 | $ - |
| Prevention Services | MS025 | $ - |
| Women's Services | MS027 | $ - |
| Pregnant Women Project | MS081 | $ - |
| FIT Team | MS091 | $ - |
| Care Coordination | MS0CN | $ - |
| Carry Forward | MS0CF | $ - |
| TANF Services | MS0TB | $ - |
| Opioid TF Hospital Bridge Programs | MSOHB | $ - |
| Opioid TF Non-Qualified Counties | MSONQ | $ - |
| Opioid TF Peer Supports & Recovery Comm | MSOPR | $ - |
| Opioid TF Treatment and Recovery | MSOTR | $ - |
| McKinsey Settlement- SA Services | MS925 | $ - |
| Community Based Services | MSCBS | $ - |
| SOR-MAT Year 6 | MSSM6 | $ - |
| NES/SEN Care Coordination SAPT Supplem | MSCS3 | $ - |
| Opioid Response Disc. Rec Comm Org-Year 4 | MSRC4 | $ - |
| Opioid Response Disc. Rec Comm Org-Year 5 | MSRC5 | $ - |
| SOR-MAT Year 4 | MSSM4 | $ - |
| SOR-MAT Year 5 | MSSM5 | $ - |
| Suicide Prevention SAPT SUP1 | MSSPV | $ - |
| Specialty Programs | SPLTY | $ - |
| Opioid Response Disc. Rec Comm Org-Year 6 | MSRC6 | $ - |
| JCS Crisis Line | MHJCL | $ - |
| Opioid TF Coord Opioid Recovery Care | MSOCR | $ - |
| SA Services SAPT Supplemental 2 | MSARP | $ - |
| Primary Prevention SAPT Supplemental 2 | MS252 | $ - |
| COSSAP | COSSAP | $ - |
| **TOTAL ADULT SUBSTANCE ABUSE =** | | **$ -** |

## CHILDREN SUBSTANCE ABUSE

| OCA DESCRIPTION | NEW OCA | AMOUNT |
|---|---|---|
| Residential Services | MS003 | $ - |
| Non-Residential Services | MS011 | $ - |
| Detox Services | MS021 | $ - |
| HIV Services | MS023 | $ - |
| Prevention Services | MS025 | $ - |
| Prevention Partnership Grant | MS0PP | $ - |
| Carry Forward | MS0CF | $ - |
| TANF Services | MS0TB | $ - |
| SOR- Prevention Year 6 | MSSP6 | $ - |
| | | $ - |
| | | $ - |
| Proviso Allocation - Here's Help | MS903 | $ - |
| Here's Help Opioid Training | MS921 | $ - |
| Prevention Partnership Prog SAPT SUP1 | MSPPS | $ - |
| Suicide Prevention SAPT SUP1 | MSSPV | $ - |
| Suicide Prevention SAPT Supplemental 2 | MSPV2 | $ - |
| SOR- Prevention Year 4 | MSSP4 | $ - |
| SOR- Prevention Year 5 | MSSP5 | $ - |
| Specialty Programs | SPLTY | $ - |
| | | $ - |
| JCS Crisis Line | MHJCL | $ - |
| | | $ - |
| Prevention Partnership Program SAPT Supplemental 2 | MSPP2 | $ - |
| Primary Prevention SAPT Supplemental 2 | MS252 | $ - |
| SA Services SAPT Supplemental 2 | MSARP | $ - |
| | | $ - |
| | | $ - |
| | | $ - |
| | | $ - |
| | | $ - |
| | | $ - |
| **TOTAL CHILDREN SUBSTANCE ABUSE =** | | **$ -** |

**FUNDS NOT REQUIRING MATCH:**

| | |
|---|---|
| Drug Abuse Services | $ - |
| Block Grant (CMHC) | $ - |
| Deinstitutionalization Project | $ - |
| CMH Program | $ - |
| SOR Grant | $ - |
| TOTAL FUNDS NOT REQUIRING MATCH | **$ -** |

| | |
|---|---|
| TOTAL ALL PROGRAMS = | $ 175,000 |
| UNCOMPENSATED UNITS = | $ - |
| **TOTAL =** | **$ 175,000** |
| TOTAL FUNDS REQUIRING MATCH = | $ 175,000 |
| **LOCAL MATCH REQUIRED =** | **$ 58,333** |

**NOTES**

#N/A

PSA-14-02
PSA 13 MDHT

**REQUIRED MATCH: $ 58,333**

| COST CENTERS | RATE | AMH UNITS | AMH MATCH | CMH UNITS | CMH MATCH | ASA UNITS | ASA MATCH | CSA UNITS | CSA MATCH |
|---|---|---|---|---|---|---|---|---|---|
| 1 Assessment | $ - | | | | | | | | |
| 2 Case Management | $ - | | | | | | | | |
| 3 Crisis Stabilization | $ - | | | | | | | | |
| 4 Crisis Support/Emergency | $ - | | | | | | | | |
| 6 Day Treatment | $ - | | | | | | | | |
| 7 Drop-In/Self Help Centers | $ - | | | | | | | | |
| 8 In-Home/On-Site | $ - | | | | | | | | |
| 11 Intervention - Individual | $ - | | | | | | | | |
| 42 Intervention - Group | $ - | | | | | | | | |
| 12 Medical Services | $ - | | | | | | | | |
| 13 Medication-Assisted Treatment | $ - | | | | | | | | |
| 14 Outpatient - Individual | $ - | | | | | | | | |
| 35 Outpatient - Group | $ - | | | | | | | | |
| 15 Outreach | $ - | | | | | | | | |
| 18 Residential Level I | $ - | | | | | | | | |
| **Residential Level I (new SIPP rate)** | $ - | | | | | | | | |
| 19 Residential Level II | $ - | | | | | | | | |
| 20 Residential Level III | $ - | | | | | | | | |
| 21 Residential Level IV | $ - | | | | | | | | |
| 24 Substance Abuse Detox | $ - | | | | | | | | |
| 25 Supported Employment | $ - | | | | | | | | |
| 26 Supportive Housing | $ - | | | | | | | | |
| 27 TASC | $ - | | | | | | | | |
| 28 Incidental Expenses | $ - | | | | | | | | |
| 29 Aftercare - Individual | $ - | | | | | | | | |
| 43 Aftercare - Group | $ - | | | | | | | | |
| 30 Information & Referral | | | $ - | | | | | | |
| 34 FACT Team | $ - | | | | | | | | |
| 36 Room & Board Level I | $ - | | | | | | | | |
| 37 Room & Board Level II | $ - | | | | | | | | |
| 38 Room & Board Level III | $ - | | | | | | | | |
| 39 Short-term Residential Treatment | $ - | | | | | | | | |
| 40 Clubhouse Services | $ - | | | | | | | | |
| 44 CCST - Individual | $ - | | | | | | | | |
| 45 CCST - Group | $ - | | | | | | | | |
| 46 Recovery Support - Individual | $ - | | | | | | | | |
| 47 Recovery Support - Group | $ - | | | | | | | | |
| 48 Prevention - Indicated | $ - | | | | | | | | |
| 49 Prevention - Selective | $ - | | | | | | | | |
| 50 Prevention - Universal Direct | $ - | | | | | | | | |
| 51 Prevention - Universal Indirect | $ - | | | | | | | | |
| 52 Care Coordination | $ - | | | | | | | | |
| 53 HIV Early Intervention Services | $ - | | | | | | | | |
| 54 Room & Board Level IV | $ - | | | | | | | | |
| A0- Forensic Multidisciplinary Team | $ - | | | | | | | | |
| A1- BNET | $ - | | | | | | | | |
| A2- FIT Team | $ - | | | | | | | | |
| A3- Central Receiving System | $ - | | | | | | | | |
| A4- Care Coordination | $ - | | | | | | | | |
| A5- First Episode Team | $ - | | | | | | | | |
| A7- Federal Project Grant | $ - | | | | | | | | |
| B1- Network Eval. & Dvlpmt | $ - | | | | | | | | |
| B3- Cost Reimbursement | $ - | | | | | | | | |
| B4- CAT Team | $ - | | | | | | | | |
| B5- FACT Team | $ - | | | | | | | | |
| B6- Provider Proviso Projects | $ - | | $ 58,333 | | | | | | |
| C0- Other Bundled Projects | $ - | | | | | | | | |
| A7- GPRA | $ - | | | | | | | | |
| C0- Other Bundled Projects (C-WIST) | $ - | | | | | | | | |
| C0- Other Bundled Projects (BHC) | $ - | | | | | | | | |
| C0- Other Bundled Projects (CWSP) | $ - | | | | | | | | |
| C0- Other Bundled Projects (MRT Teams) | $ - | | | | | | | | |
| **MATCH ALLOCATION:** | | $ - | $ 58,333 | | $ - | | $ - | $ - | $ - |
| **GRAND TOTAL:** | **$ 58,333** | | | | | | | | |

# ATTACHMENT II
## Financial and Audit Compliance

The administration of resources awarded by the Department of Children & Families, through the Managing Entity, to the Network Provider may be subject to audits as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500- 200.521 and § 215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Department staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's inspector general, the state's Chief Financial Officer or the Auditor General.

**AUDITS**

**PART I: FEDERAL REQUIREMENTS**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §§ 200.500-200.521.

In the event the 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 §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than $750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

**PART II: STATE REQUIREMENTS**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends $500,000 or more ($750,000 or more for fiscal years beginning on or after July 1, 2016) in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than $500,000 (less than $750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, 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.

In connection with the audit requirements addressed in the preceding paragraph, the 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 Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

**PART III: REPORT SUBMISSION**

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 (federal) or 45 (State) days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

**A.** Contract manager for this contract (1 copy)

**B.** Department of Children & Families (1 electronic copy and management letter, if issued)

Office of the Inspector General

Single Audit Unit
The Centre, Suite 400-I
2415 Monroe Street
Tallahassee, Florida 32303
Email address: HQW.IG.Single.Audit@myflfamilies.com

**C.** Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

https://harvester.census.gov/facweb/

and other Federal agencies and pass-through entities in accordance with 2 CFR § 200.512.

**D.** Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
Email address: flaudgen_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the Department for audits done in accordance with 2 CFR §§ 200.500-200.521, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

**PART IV: RECORD RETENTION**

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

# ATTACHMENT III

CERTIFICATION REGARDING LOBBYING

## CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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 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 employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature ______________________ Date ______________

Name of Authorized Individual ______________________

PSA-14-02
Application or Contract Number

Miami-Dade County through its Homeless Trust
Name of Organization

111 NW 1st St Ste 27-310, Miami, FL 33128
Address of Organization

CF 1123, PDF 03/96

EXHIBIT C

## GRANT CONTRACT

This Grant Contract ( the “Contract” or “Grant Agreement”) is made and entered into as of this ____ day of______________, 20___, by and between Miami-Dade County, through the Miami-Dade County Homeless Trust, a political subdivision of the State of Florida (the "County"), having its principal office at 111 N.W. 1st Street, 27th Floor, Miami, Florida 33128 and **Camillus House, Inc./FEIN #: 65-0032862**, a corporation organized and existing under the laws of the State of Florida, having its principal office at **1603 NW 7th Avenue, Miami, Florida 33136** ("Provider"), states conditions and covenants for the rendering of human and social services ("Services") for the County.

**WHEREAS** the County and South Florida Behavioral Network, Inc., d.b.a. Thriving Mind of South Florida (the Managing Entity), through the Department of Children and Families (DCF) entered into a professional services agreement which provides funding for the Project Lazarus program through special appropriation funds; and

**WHEREAS** the County is authorized to subcontract for the provision of housing services, specialized outreach, and housing placement services for homeless persons in Miami-Dade County; and

**WHEREAS** the Provider shall adhere to all the terms and conditions imposed on the County as outlined in the original South Florida Behavioral Network, Inc., d.b.a. Thriving Mind of South Florida professional services agreement and any subsequent amendments, which is herein attached as **Attachment A**; and

**WHEREAS** the Provider is a subrecipient of grant funds to provide and/or develop specialized outreach and supportive services of value to the County and homeless persons and has demonstrated an ability or desire to provide these services; and

**WHEREAS**, the County, through Thriving Mind has appropriated grant funding for the proposed outreach and supportive services; and

**WHEREAS** this Agreement provides for certain rights and responsibilities of the County; and

**WHEREAS** the Agreement provides for amendments at the discretion of the County;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

## ARTICLE 1. DEFINITIONS

The following words and expressions used in this Grant Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Agreement" “Contract” or "Contract Documents" shall mean collectively these terms and conditions, the Scope of Services (**Attachment A)** and the Budget Documents (**Attachment B)** and all other attachments hereto, as well as all amendments or budget revisions issued hereto.

b) The words "Contract Manager" shall mean Miami-Dade County’s Director of the Homeless Trust

("County") or the Director's designee, or the duly authorized representative designated to manage the Contract.

c) The word "Days" shall mean Calendar Days, unless otherwise specifically noted.

d) The word "Deliverables" shall mean all documentation and any items of any nature submitted by the Provider to the County for review and approval pursuant to the terms of this Contract.

e) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Contract Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the sole discretion of the County's Contract Manager.

f) The words "Effective Term" shall mean the date on which this Contract is effective, including start date and end date.

g) The words "Extra Work" or "Change Order" or "Additional Work" shall mean resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

h) "HIPAA" means Health Insurance Portability and Accountability Act of 1996.

i) The words "Scope of Services" shall mean the document appended hereto as **Attachment A-1**, which details the work to be performed by the Provider.

j) The word "subcontractor" or "sub consultant" shall mean any person, entity, firm or corporation, other than the employees of the Provider, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Provider and whether or not in privities of contract with the Provider.

k) The words "Work", "Services" "Program", or "Project" shall mean all matters and things required to be done by the Provider in accordance with the provisions of this Contract.

**ARTICLE 2. <u>AMOUNT PAYABLE</u>.** Subject to available funds, the maximum amount payable for services rendered under this contract shall not exceed:

| | |
|---|---|
| **Project Lazarus Special Appropriation Program** | **$ 175,000.00** |
| **Total Funding Award** | **$ 175,000.00** |

Both parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the sole discretion and option of the County. Availability of funding shall be determined annually by Thriving Mind of South Florida, through the Department of Children and Families (DCF).

All services undertaken by the Provider before the County's execution of this Contract shall be at the Provider's risk and expense.

It is the responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

The County, at its sole discretion, **may** allow Provider an advance of **up to two (2) months** once the Provider has submitted an appropriate request and submitted an invoice in the form required by the County.

## ARTICLE 3. SCOPE OF SERVICES

**A.** Services. The Provider shall render services in accordance with all the terms and conditions imposed on the County as outlined in the South Florida Behavioral Network, Inc., d.b.a. Thriving Mind of South Florida professional services agreement incorporated herein and attached hereto as Attachment A. The Provider shall implement the Scope of Services as described in Attachment A-1 in a manner deemed satisfactory to the County. Any modification or amendment to the Scope of Services shall not effective until approved by the County and Provider in writing.

**B.** The Provider shall carry out services in Miami-Dade County and adhere to the minimum standards of the provision of services as set forth in Attachment A, incorporated here by reference. The Provider shall also comply and be bound by all provisions, terms, conditions, amendments, addendum, changes, or revisions applicable to the Providers pursuant to the County's contract with South Florida Behavioral Network, Inc., d.b.a. Thriving Mind of South Florida, including such provisions, terms, conditions, amendment, addendum, changes, or revisions made subsequent to the execution of the Agreement between the County and the Provider.

**C.** The Provider shall implement the services as described in Attachment A in a manner deemed satisfactory to the County. Any modification or amendment to the services shall not be effective until approved by South Florida Behavioral Network, Inc., d.b.a. Thriving Mind of South Florida, the County, and the Provider in writing.

## ARTICLE 4. BUDGET SUMMARY

The Provider agrees that all expenditures or costs shall be made in accordance with the Budget for the provision of services in accordance with Attachment A, the "Scope of Services". The Budget is attached hereto and incorporated herein as **Attachment B**.

The parties agree that the Provider may, with the County's prior written approval; revise the schedule of payments or the line-item budget, and such revision shall not require an amendment to this Contract.

Pursuant to Board of Miami-Dade County Commissioners Resolution 630-13, the Provider will submit a detailed project budget, and sources and uses statement as Attachment B-1, which shall be sufficiently detailed to show (i) the total project cost, (ii) the amount of funds to be used for administrative and overhead costs, (iii) whether the County funds will be 'gap' funds meaning that they would be the last remaining funds needed to ensure funding for the total project cost, (iv) any profit to be made by the Provider, and (v) the amount of funds devoted toward the provision of the desired services or activities.

The County Mayor or Mayor's designee may make unannounced, on-site visits during normal working hours to the Provider's headquarters and any location or site where the services contracted for under this Agreement are performed.

**ARTICLE 5. <u>EFFECTIVE TERM</u>**

Both parties agree that the Effective Term of this Contract shall commence on **<u>July 1, 2024</u>** and terminate at the close of business on **<u>June 30, 2025.</u>** Contingent on the existence of sufficient funding, performance and the approval of the County, this Contract may be extended at the County's sole discretion.

**ARTICLE 6. <u>INDEMNIFICATION BY PROVIDER</u>**

A. **Government Entity.** Government entity shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the government entity or its employees, agents, servants, partners, principals or subcontractors. Government entity shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Fla. Stat.

B. **All Other Providers.** Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

C. **Term of Indemnification.** The provisions of Article 6 shall survive the expiration or termination of this Contract.

**ARTICLE 7. <u>INSURANCE</u>**

If the total dollar value of all County contracts with the Provider exceeds $25,000 then the following insurance coverage is required:

A. **Government Entity.** If the Provider is the State of Florida or an agency or political subdivision of the State as defined by section 768.28, Florida Statutes, the Provider shall furnish the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes. The provider shall also furnish the County, upon request, written verification of Workers Compensation protection in accordance with Florida Statutes, Chapter 440.

B. **All Other Providers.**

1. Minimum Insurance Requirements: Certificates of Insurance. The Provider shall submit to Miami-Dade County, c/o Miami Dade County Homeless Trust (COUNTY), 111 N.W. 1st Street, 27th Floor, Miami, Florida 33128-1994, original Certificate(s) of Insurance indicating that insurance coverage has been obtained which meets the requirements as outlined below:

A. All insurance certificates must list the County as "Certificate Holder" in the following manner:

Miami-Dade County
111 N.W. 1st Street, Suite 2340
Miami, Florida 33128

B. Worker's Compensation Insurance for all employees of the Provider as required by Florida Statutes, Chapter 440.

C. Commercial General Liability Insurance in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

D. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Contract, in an amount not less than $300,000* combined single limit per occurrence for bodily injury and property damage.

*NOTE: For Providers supplying vans or minibuses with seating capacities of fifteen (15) passengers or more, the limit of liability required for Auto Liability is $500,000.

E. Professional Liability Insurance in the name of the Provider, when applicable, in an amount not less than $250,000.

F. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

1. The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County's Risk Management Division.

OR

2. The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance and must be a member of the Florida Guaranty Fund.

G. Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days advance written notice to the Certificate Holder.

H. Compliance with the foregoing requirements shall not relieve the Provider of its liability and obligations under this Section or under any other section of this Contract.

I. The County reserves the right to inspect the Provider's original insurance policies at any time during the term of this Contract.

J. Applicability of this Article to Providers whose combined total award for all services funded under this Contract exceeds a $25,000 threshold. In the event that the Provider whose original total combined award in less than $25,000 but receives additional funding during the contract period which makes the total combined award exceed $25,000, then the requirements in this Article shall apply.

K. **Failure to Provide Certificates of Insurance.** The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the effective term of this Contract. If insurance certificates are scheduled to expire during the effective term, the Provider shall be responsible for submitting new or renewed insurance certificates to the County prior to expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the effective term, the County may suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this Contract.

## ARTICLE 8. PROOF OF LICENSURE/CERTIFICATION AND BACKGROUND SCREENING

A. Licensure. If the Provider is required by the State of Florida or Miami-Dade County or any federal, state, or local law or regulation to be licensed or certified to provide the services or operate the facilities outlined in the Scope of Services (Attachment A), the Provider shall furnish to the County a copy of all required current licenses or certificates. Examples of services or operations requiring such licensure or certification include but are not limited to childcare, day care, nursing homes, and boarding homes.

If the Provider fails to furnish the County with the licenses or certificates required under this Section, the County shall not disburse any funds until it is provided with such licenses or certificates. Failure to provide the licenses or certificates within sixty (60) days of execution of this Agreement may result in termination of this Agreement at the County's discretion.

B. Background Screening. The Provider agrees to comply with all applicable federal, state, and local laws, regulations, ordinances, and resolutions regarding background screening of employees, volunteers, and subcontractors. Provider's failure to comply with any applicable laws, regulations, ordinances, and resolutions regarding background screening of employees, volunteers and subcontractors is grounds for a material breach and termination of this contract at the sole discretion of the County.

The Provider agrees to comply with all applicable laws (including but not limited to Chapters 39, 402, 409, 394, 408, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended form time to time), regulations, ordinances and resolutions, regarding background screening of those who may work or volunteer with vulnerable persons, as defined by section 435.02, Florida Statutes, as may be amended from time to time.

In the event criminal background screening is required by law, the State of Florida and/or the County, the Provider will permit only employees and subcontractors with a satisfactory national criminal background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) to work or volunteer in direct contact with vulnerable persons.

The Provider agrees to ensure that employees, volunteers, and subcontracted personnel who work with vulnerable persons satisfactorily complete and pass Level 2 background screening before working or volunteering with vulnerable persons. Provider shall furnish the County with proof that employees, volunteers, and subcontracted personnel, who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.

If the Provider fails to furnish to the County proof that an employee, volunteer, or subcontractor's Level 2 background screening was satisfactorily passed and completed prior to that employee or subcontractor working or volunteering with a vulnerable person or vulnerable persons, the County shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the County.

**ARTICLE 9. <u>CONFLICT OF INTEREST</u>**

A. The Provider agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as if fully set forth herein, in connection with its contract obligations hereunder.

B. No person under the employ of the County, who exercises any function or responsibilities in connection with this Contract, has at the time this Contract is entered into, or shall have during the term of this Contract, any personal financial interest, direct or indirect, in this Contract.

**C. <u>Nepotism.</u>** Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by the Provider shall be employed by the Provider unless the employment preceded the execution of this Contract by one (1) year. No family member of any employee may be employed by the Provider if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:

1. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
2. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, stepparent, or stepchild; or
3. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could

not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.

An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

This section applies to both full-time and part-time employees and voting members of the Provider's Board of Directors.

D. No person, including but not limited to any officer, board of directors, manager, or supervisor employed by the Provider, who is in the position of authority, and who exercises any function or responsibilities in connection with this Contract, has at the time this Contract is entered into, or shall have during the term of this Contract, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Contract. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the Provider, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the Provider's employee(s) or service program. Staff members, or their immediate family members (spouse, children, siblings, mother, or father) of Homeless Trust funded programs, who are eligible for and wish to receive services from a Homeless Trust funded program must receive the approval of the Executive Director of their employer (i.e., the Provider) prior to applying for and receiving those services. This approval must be in writing and accompany any referral for such services. Any Provider knowingly accepting a referral of an employee of a Homeless Trust funded program and providing services without the written approval of the Executive Director of the Provider, will be subject to the recoupment/disallowance by the County of any funds paid for services to this individual and/or their immediate family member. When the services are to be provided at the same agency the employee works for, this information must be disclosed in writing to the director of the Homeless Trust, which shall be reviewed for eligibility determination and a sign off must come from the County. This provision does not apply to staff members seeking emergency shelter, medical or legal services. Providers must complete a Client Services Authorization Form **(Attachment P)** for staff members seeking services.

## ARTICLE 10. <u>CIVIL RIGHTS</u>

The Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations on the basis of race, creed, religion, color, sex, familial status, marital status, sexual orientation, pregnancy, age, ancestry, national origin or handicap; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. §6101**,** as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. §12101 <u>et</u> <u>seq.</u>, which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 U.S.C. §1612, as amended; and the Fair Housing Act, 42 U.S.C. §3601 et seq. It is expressly understood that the Provider must submit an affidavit attesting that it is not in violation of the Acts. If the Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider is found by the responsible enforcement agency, the Courts, or the County to be in violation of these acts, the County will conduct no further business with the Provider.

Any contract entered into based upon a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any contract the Provider has with the County, such contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

The Provider agrees that it is in compliance with the Domestic Violence Leave, codified as § 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees.

Failure to comply with this local law may be grounds for voiding or terminating this Contract or for commencement of debarment proceedings against Provider.

## ARTICLE 11. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT;

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of “individually identifiable health information (IIHI)” and/or “Protected Health Information (PHI)” shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security, and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Provider and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the client for review;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books, and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The Provider must give its clients written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information. Provider must post, and distribute upon request to service recipients, a copy of the County’s Notice of Privacy Practices.

## ARTICLE 12. NOTICE REQUIREMENTS

Notice under this Contract shall be sufficient if made in writing, delivered personally, or sent via U.S. mail, electronic mail, facsimile, or certified mail with return receipt requested and postage prepaid, to the parties at the following addresses (or to such other party and at such other address as a party may specify by notice to others) and as further specified within this Contract. If notice is sent via electronic mail or facsimile, confirmation of the correspondence being sent will be maintained in the sender's files.

If to the COUNTY:

Miami-Dade County
Homeless Trust 111 N.W. 1st Street, 27th Floor
Miami, Florida 33128
Attention: Victoria Mallette, Executive Director
Electronic mail: VMallette@miamidade.gov

If to the PROVIDER:

Mrs. Hilda M. Fernandez
Chief Executive Officer
Camillus House, Inc.
1603 NW 7th Avenue
Miami, Florida 33136
Electronic mail: hildafernandez@camillus.org

Either party may at any time designate a different address and/or contact person by giving written notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

## ARTICLE 13. AUTONOMY

Both parties agree that this Contract recognizes the autonomy of the contracting parties and implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

## ARTICLE 14. SURVIVAL

The parties acknowledge that any of the obligations in this Contract, including but not limited to Provider's obligation to indemnify the County, will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Provider under this Contract, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

## ARTICLE 15. BREACH OF CONTRACT: COUNTY REMEDIES

A. **Breach.** A breach by the Provider shall have occurred under this Contract if: (1) the Provider fails to provide the services outlined in the Scope of Services (**Attachment A**) within the effective term of this Contract; (2) the Provider ineffectively or improperly uses the County funds allocated under this Contract; (3) the Provider does not furnish the Certificates of Insurance required by this Contract or as determined by the County's Risk Management Division; (4) if applicable, the Provider does not furnish upon request by the County proof of licensure/certification or proof of background screening required by this Contract; (5) the Provider fails to submit, or submits incorrect or incomplete, proof of expenditures to support disbursement requests or advance funding disbursements or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (6) the Provider does not submit or submits incomplete or incorrect required reports; (7) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (8) the Provider discriminates under any of the laws outlined in Article 10 of this Contract; (9) the Provider, attempts to meet its obligations under this Contract through fraud, misrepresentation, or material misstatement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation, or review within the specified time as described and defined in its Performance Improvement Plan (PIP); (11) the Provider fails to issue prompt payments to small business subcontractors or follow dispute resolution procedures regarding a disputed payment; (12) the Provider fails to submit the Certificate of Corporate Status, Board of Directors requirement, or proof of tax status; or (13) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements, and stipulations in this Contract; (14) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Affidavits (**Attachment C)** and the State Affidavits (**Attachment C)** ☐ **Applicable** ☒ **Not Applicable** or (15) the Provider fails to fulfill in a timely and proper manner any or all of its obligations, covenants, agreements and stipulations in this Contract. 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 of this Contract.

In the event that the County determines certain Contract goals (as defined in the Scope of Services) are not being met then the County, in its sole discretion may place the Provider on a Performance Improvement Plan (PIP). The following is a delineation of some instances where a PIP may be required:

a. **HMIS**- Based on Provider's past performance on prior contracts in the area of Homeless Management Information System compliance it is subject to a PIP during this contract term. The Provider is required to submit a Monthly Progress Report and an HMIS-generated Monthly Progress Report for each month of the contract. Compliance will be determined when it is deemed that the two (2) reports are in substantial conformity with each other for a period of two consecutive months. (Substantial conformity as meaning a minimum of 95% accuracy on all elements). At the time of compliance, the Provider shall only be required to submit the HMIS-generated Monthly Progress Report.

☐ **Applicable** ☒ **Not Applicable**

b. **Utilization** – Based on Provider's past performance on prior contracts in the area of utilization compliance, this contract is subject to a PIP. During this contract term, the Provider must submit all invoices in a timely manner. The Provider shall invoice at a rate of 95% of targeted expenditures for the invoicing period. If the Provider fails to comply, all rights to payments will be forfeited if the County so chooses. Failure to submit accurate invoices for appropriately documented and eligible expenditures at a rate of 95% of targeted expenditures by the end of the third quarter of this contract term may result in the termination of this contract by the County.

☐ **Applicable** ☒ **Not Applicable**

c. **Program Performance** – Based on Provider's past performance on prior contracts in the area of program goals and outcome objectives, this Contract is subject to a PIP. During this Contract term, the Provider must achieve those goals specified in the Contract. Performance against these annual goals shall be evaluated on a quarterly basis, and if by the end of the third quarter of the contract period substantial compliance (meeting the targeted goals) is not achieved, it may result in the termination of this contract with the County.

☐ **Applicable** ☒ **Not Applicable**

The above is subject to the review and approval of the County

B. **County Remedies.** If the Provider breaches this Contract, the County may pursue any or all of the following remedies:

1. The County may terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof. In the event of termination, the County may: (a) request the return of finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Contract; (b) seek reimbursement of County funds allocated to the Provider under this Contract; (c) terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

2. The County may suspend payment in whole or in part under this Contract by providing written notice to the Provider of such suspension and specifying the effective date thereof. If payments are suspended, the County shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees;

3. The County may seek enforcement of this Contract including but not limited to filing an action in a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. The County may debar the Provider from future County contracting;

5. If, for any reason, the Provider should attempt to meet its obligations under this Contract through fraud, misrepresentation or material misstatement, the County shall, whenever practicable terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement may be debarred from county contracting for up to five (5) years;

6. Any other remedy available at law or equity.

C. **Authorization to Terminate Contract.** The Mayor or the Mayor’s designee is authorized to terminate this Contract on behalf of the County.

D. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Contract by the County shall not be deemed a waiver of any rights or remedies, nor shall it relieve the Provider from performing any subsequent obligations strictly in accordance with the term of this Contract. No waiver shall be effective unless in writing and signed by the parties. Such waiver shall be limited to provisions of this Contract specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

E. **Damages Sustained.** Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

## ARTICLE 16. TERMINATION

**I. For Convenience.** The County may terminate this Contract, in whole or part, when both parties agree that the continuation of the activities would not produce beneficial results commensurate with further expenditure of the funds. Both parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. However, if the County determines in the case of partial termination that the reduced or modified portion of the grant will not accomplish the purposes for which the grant was made it may terminate the grant in its entirety.

**II. At Will**. This Contract may be terminated by the County upon no less than ten (10) working days' notice when the County determines, in the sole and absolute discretion of the County, that it would be in the best interest of the County. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

III. **Due to Lack of Funds**. In the event of a funding short-fall, or a reduction in the funding appropriations, or should funds to finance this Contract become unavailable, the County may terminate, in its sole discretion and absolute authority, this Contract upon no less than twenty-four (24) hours written notification to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The County shall be the final authority to determine whether or not funds are available. The County may at its discretion terminate, renegotiate and/or adjust the Contract award, whichever is in the best interest of the County.

IV. **Due to Substantial Funding Reduction**. In the event of a substantial funding reduction of the allocation to the Provider through Board of County Commissioners' (BCC) action, the Provider may, at its discretion, request in writing from the Director of the Department a release from its contractual obligations to the County. The Director of the Department will review the effect of the request on the community and the County prior to making a final determination.

VI. **Bankruptcy**. If, during the term of any contract the Provider has with the County, the Provider becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding or if a trustee or receiver is appointed over all or a substantial portion of the property of the Provider under federal bankruptcy law or any state insolvency law.

The Provider understands and acknowledges that if the County determines in its sole discretion that termination of the Contract is necessary for the health, safety, or welfare of the County or its residents then it may do so upon twenty-four (24) hours' notice to the Provider.

This Contract is subject to the ratification and approval by the Miami-Dade County Board of County

Commissioners and shall be void unless approved by the Board of County Commissioners.

**ARTICLE 17. PAYMENT PROCEDURES**

**A.** The County agrees to pay the Provider, on a reimbursement basis, for services rendered under this Contract based on the payment schedule, timely provision by the Provider of required reports and of supporting documentation of expenses and activities as described in this Contract, and the line-item budget (**Attachment B**). Payment shall be made in accordance with procedures outlined below and if applicable, the Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40).

**B.**

1. **How payment will be made.** Payment requests shall be made to the County on a **quarterly** basis and shall be signed by the Executive Director and the Financial Officer of the Provider, unless otherwise approved in writing, on the form incorporated herein as **Attachment E "Primary Care Invoice for Services"**. The payment request for the previous month is due by the **5th of the month** following the quarter for which payment is invoiced.
2. Any reimbursement may be withheld pending the receipt and approval by the County of all reports and documents required herein.
3. The parties agree that this is a **reimbursement Agreement,** and the Provider will receive reimbursement for services rendered based on actual expenses with supported documentation.
4. Maximum quarterly reimbursements are limited to one-quarter of the annual amount incurred, unless the Provider has obtained prior, written consent from the County to modify the Budget.
5. As applicable, during the period of **N/A** through **N/A ,** the Provider will submit a record of those individuals served utilizing Social Security Administration repayments as specified in the Scope of Services. The Provider will utilize these funds to serve those clients as specified and authorized in the Scope of Services
6. **N/A** Providers with cumulative utilization rates **greater** than ninety percent (90%) during the first nine (9) months of this Contract may exceed this maximum number of billable bed days during the last quarter of the Contract term, up to the total Contract award amount, with the prior approval of the Executive Director of the Homeless Trust.
7. **N/A** Providers with cumulative utilization rates **lower** than ninety percent (90%) may be subject to a reduction in funding and beds, if deemed necessary by the Miami-Dade County Homeless Trust. Beds and funding may be reprogrammed as necessary and needed within the Continuum of Care. The Miami-Dade County Homeless Trust will conduct a review of the utilization of beds within the first six (6) months of the contract period.
8. Within thirty (30) days of the termination or expiration of this Contract, a final report of expenditures shall be submitted to the County. If after the receipt of such final report, the County determined that the Provider has been paid funds not in compliance with the Contract, and to which it is not entitled, the Provider will be required to return such funds to the County or submit documentation demonstrating that the expenditure was in compliance with this Contract. The County shall have the sole and absolute discretion to determine if the Provider is entitled to such funds and the County's decision in this matter shall be final and binding.

B. **Monies Owed to the County:** The County reserves the right, in its sole discretion, to reduce payments to the Provider in order to recapture any monies owed to the County. In accordance with County Administrative Order No. 3-29, the Provider that is in arrears to the County is prohibited from obtaining new County contracts or extensions of contracts until such time as the arrearage has been paid in full or the County has agreed in writing to an approved payment plan.

This is a cost-based Contract in which the Provider shall be paid through reimbursement payment based on the budget approved under this Contract and when documentation of completed and satisfactory service delivery is provided. Thus, it is imperative that the Provider maintain appropriate supporting documentation for all expenditures from the beginning of the Contract term (i.e., receipts, bank statements, cancelled checks, employee timesheet, etc.).

The Provider shall submit to the Contract Manager, the Monthly Reimbursement form provided by the County on a monthly basis. Monthly reimbursement requests (both retroactive and current) and accompanying supporting documentation must be received by the County no later than the 15th of the month following the month for which reimbursement is requested.

C. **No Payment of Subcontractors.** In no event shall County funds be advanced or paid by the County directly to any subcontractor hereunder. Payment to approved subcontractors shall be made by the Provider following requirements and limitations as detailed in Article 21 of this Contract.

D. **Processing the Request for Payment.** After the County staff reviews the payment request, the County will submit a payment request to the County's Finance Department. The County's Finance Department will issue payment via Automated Clearing House (ACH) or mail the check directly to the Provider at the address listed in Article 12 of this Contract, unless otherwise directed by the Provider in writing. The parties agree that the processing of a payment request from date of submission by the Provider shall take a maximum of thirty (30) days from receipt of a complete and accurate payment request, pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40), Section 2-8.1.4 of the Code of Miami-Dade County, Administrative Order No. 3-19, and the Florida Prompt Payment Act, if supporting documentation/invoices are properly documented as determined by the County in its sole discretion. It is the responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

E. **Reporting Requirements.** Failure to submit to the County the reports listed below in a manner deemed correct and acceptable by the County by the 15th day after the end of the month in which the service was delivered, or failure to submit to the County supporting documentation of Contract expenditures or activities within fourteen (14) days of any County request, shall be considered a breach of this Contract and may result in withholding payment, non-payment, or termination of this Contract.

**Performance Reports.** The Provider agrees to participate in the Homeless Management Information System (HMIS) selected and established by the County. Participation will include, but is not limited to, input of client data upon intake, daily updates of bed availability information, as well as updates of client files upon client contact, and maintaining current data for statistical purposes. The Provider understands that they are responsible for any ongoing cost to access the HMIS system. The Provider shall furnish the County with Monthly, Quarterly, and Annual Performance Reports in accordance with the activities and goals detailed in the Scope of Services. The reports shall explain the Provider's progress for the quarter. The data should be quantified when appropriate. The final progress report shall be due no later than thirty (30) days after the expiration or termination of this Contract. Continuation of this Contract and funding is contingent upon meeting established performance goals. Progress reports, produced through the Homeless Management Information System (HMIS) invoices for services and client attendance rosters signed by the Executive Director of the agency shall by submitted by the Provider, as required.

F. **Final Report/Recapture of Funds.** Upon the expiration or termination of this Contract, the Provider shall submit the final Annual Performance Report and Annual Actual Expenditure Report (**Attachment L**) to the County no later than thirty (30) days after the expiration or termination of this Contract. If after receipt of such final reports, the County determines that the Provider has been paid funds not in accordance with the Contract, and to which it is not entitled, the Provider shall return such funds to the County, or the County may reduce, by the amount of such funds, from any subsequent payment to which the Provider is entitled, or the Provider may submit appropriate documentation within seven (7) days of notice from the County. The County shall have the sole discretion in determining if the Provider is entitled to such funds and the County's decision on this matter shall be final and binding. Additionally, any unexpended or unallocated funds shall be recaptured by the County.

Additionally, the Provider agrees to assign any proceeds to the County from any contract, including this Contract, between the County, its agencies or instrumentalities and the Provider or any firm, corporation, partnership or joint venture in which the Provider has a controlling financial interest in order to secure repayment of any reimbursements for services provided under this or any other contract for which the County discovers was not reimbursable through its inspection, review and/or audit pursuant to this Contract.

## ARTICLE 18. <u>PROHIBITED USE OF FUNDS</u>

A. **Adverse Actions or Proceeding.** The Provider shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees, or officials. The Provider shall not utilize County funds to provide legal representation, advice, or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees, or officials.

B. **Religious Purposes.** County funds shall not be used for religious purposes.

C. **Commingling Funds.** The Provider shall not commingle funds provided under this Contract with funds received from any other funding sources. The Provider shall establish a separate account exclusively for receipt of the funds received pursuant to this Contract.

D. **Double Payments.** Provider costs claimed under this Contract may not also be claimed under another contract or grant from the County or any other agency. Any claim for double payment by Provider shall be considered a material breach of this Contract.

## ARTICLE 19. <u>REQUIRED DOCUMENTS, RECORDS, REPORTS, AUDITS, MONITORING AND REVIEW</u>

A. **Certificate of Corporate Status.** The Provider must submit to the Contract Manager, within thirty (30) days from the date of execution of this Contract, a certificate of corporate status in the name of the Provider, which certifies the following: that the Provider is organized under the laws of the State of Florida; that all fees and penalties have been paid; that the Providers most recent annual report has been filed; that its status is active; and that the Provider has not filed Articles of Dissolution.

B. **Board of Director Requirements.** The Provider shall ensure that the Provider's Board of Directors is apprised of the programmatic, fiscal, and administrative obligations under this Contract funded through County Funds by passage of a formal resolution authorizing execution of this Contract with the County. A copy of this corporate resolution must be submitted to the County prior to contract execution. A current list of the Provider's Board of Directors and officers must be included with the submission. The Provider acknowledges and understands that all contract documents shall be signed by either the Provider's President or Vice President. The Provider's resolution shall at a minimum: list the name(s) of the Board's President, Vice President and, only in the event that the President or Vice President is not available to execute the contract documents, any other persons authorized to execute this Contract on behalf of the Provider; affirmatively state that a quorum was present at the time of adoption of the resolution; and reference the service categories and dollar amounts in the award, as may be amended.

C. **Proof of Tax Status.** The Provider is required to submit to the County the following documentation: (a) W-9 Form (**Attachment C**)**;** (b) The I.R.S. tax exempt status determination letter; (c) the most recent I.R.S. form 990; (d) the annual submission of I.R.S. form 990 within (6) months after the Provider's fiscal year end; (e) IRS form 941 - Quarterly Federal Tax Return Reports within thirty-five (35) days after the quarter ends and if the form 941 reflects a tax liability, proof of payment must be submitted within forty-five (45) days after the quarter ends**.**

D. **Conflicts of Interest.** Section 2-11.1(d) of Miami-Dade County Code as amended, requires any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County competing or applying for any such contract as it pertains to this solicitation, to first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Further, any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Contract voidable.

. E. **Accounting Records.** The Provider shall keep accounting records which conform to generally accepted accounting principles. All such records will be retained by the Provider for no less than three (3) years beyond the term of this Contract and shall be made available for review upon request from County authorized personnel.

F. **Financial Audit.** If the Provider has or is required to have an annual certified public accountant's opinion and related financial statements, the Provider agrees to provide these documents to the County no later than one hundred eighty (180) days following the end of the Provider's fiscal year, for each year during which this Contract remains in force or until all funds received pursuant to this Contract have been so audited, whichever is later.

G. **Access to Records: Audit.** The County reserves the right to require the Provider to submit to an audit by an auditor of the County's choosing or approval. The Provider shall provide access to all of its records which relate to this Contract at its place of business during regular business hours. The Provider agrees to provide such assistance as may be necessary to facilitate their review or audit by the County to ensure compliance with applicable accounting and financial standards.

H. **Quarterly Reviews of Expenditures and Records.** The County Commission Auditor may perform quarterly reviews of Provider's expenditures and records. Subsequent payments to the Provider shall be subject to a satisfactory review of Provider's records and expenditures by the County Commission Auditor, including but not limited to, review of supporting documentation for expenditures and the existence of sufficient documentation to support eligible expenditures. The Provider agrees to reimburse the County for ineligible expenditures as determined by the County Commission Auditor.

I. **Quality Assurance / Recordkeeping.** The Provider shall maintain and shall require that the Provider's subcontractors and suppliers maintain, complete and accurate program and fiscal records to substantiate compliance with the requirements set forth in the **Attachment A**, Scope of Services, of this Contract. The Provider and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under this Contract for a period of ☒ three (3) years or ☐ _____ years (for State contracts) from the expiration date of this Contract.

The Provider agrees to participate in evaluation studies, quality management activities, Corrective Action Plan activities, and analyses carried out by or on behalf of the County to evaluate the effectiveness of client service(s) or the appropriateness and quality of care/service delivery. Accordingly, the Provider shall allow authorized County staff involved in such efforts to examine and review the Provider's premises and records.

J. **Confidentiality Requirements.** The Provider shall establish and implement policies and procedures which ensure compliance with the following security standards and all applicable State and Federal statutes and regulations for the protection of confidential client records and electronic exchange of confidential information. The policies and procedures must ensure that:

(1) There is a controlled and secure area for storing and maintaining active confidential information and files, including but not limited to medical records;

(2) Confidential records are not removed from the Provider's premises, unless otherwise authorized by law or upon written consent from the County;

(3) Access to confidential information is restricted to authorized personnel of the Provider, the County, the United States Department of Health, and Human Services, the United States Comptroller General, and/or the United States Office of the Inspector General;

(4) Records are not left unattended in areas accessible to unauthorized individuals;

(5) Access to electronic data is controlled;

(6) Written authorization, signed by the client, is obtained for release of copies of client records and/or information. Original documents must remain on file at the originating Provider site;

(7) An orientation is provided to new staff persons, employees, and volunteers. All employees and volunteers must sign a confidentiality pledge, acknowledging their awareness and understanding of confidentiality laws, regulations, and policies;

(8) Procedures are developed and implemented that address client chart and medical record identification, filing methods, storage, retrieval, organization and

maintenance, access and security, confidentiality, retention, release of information, copying, and faxing.

K. **Monitoring: Management Evaluation and Performance Review.** The Provider agrees to permit County authorized personnel to monitor, review and evaluate the program/work which is the subject of this Contract. The County shall monitor fiscal, administrative, and programmatic compliance with all the terms and conditions of the Contract. The Provider shall permit the County to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the County's findings will be delivered to the Provider and the Provider will rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time the County may suspend payments or terminate this Contract. The County may conduct one or more formal management evaluation and performance reviews of the Provider. Continuation of this Contract and funding are dependent upon the County being satisfied with the results of the evaluations.

L. **Client Records.** The Provider shall maintain a separate individual client chart for each client/family served, where appropriate. This client chart shall include all pertinent information regarding case activity. At a minimum, the client chart shall contain referral and intake information, treatment plans, and case notes documenting the dates services were provided and the type of service provided. These client charts shall be subject to the audit and inspection requirements under Article 19, Sections F, G and H of this Contract.

M. **Disaster Plan/Continuity of Operations Plan (COOP).** The Provider shall develop and maintain an Agency Disaster Plan/COOP. At a minimum, the Plan will describe how the Provider establishes and maintains an effective response to emergencies and disasters and must comply with any Florida Statutes related to Emergency Management that are applicable to the Provider. The Disaster Plan/COOP must be submitted to the County no later than April 1st of the contract term and is also subject to review and approval of the County in its sole discretion. The Provider will review the Plan annually, revise it as needed, and maintain a written copy on file at the Provider's site.

**N. Continuum of Care (CoC) Coordinated Intake and Assessment Process**

The Provider shall participate in the Continuum of Care's (CoC) Coordinated Intake and Assessment process, to include, but not limited to: participation in the CoC's defined process to make and receive referrals for housing and/or services (including the use of the Homeless Management Information System (HMIS) for such, if required in the Standards of Care); use of any forms required (e.g. Release of Information, Homeless Verification Form, Chronic Homeless Verification Form, etc.); compliance with established Standards of Care (and any revisions thereof) relating to eligibility criteria and timely processing of referrals; and cooperation with established prioritizations for placement.

**O. Public Records**

Pursuant to Section 119.0701 of the Florida Statutes, if the Provider meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Provider shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
(d) Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records created, received, maintained and or directly related to the performance of this Agreement that are in possession of the Provider upon termination of this Agreement. Upon termination of this Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

For purposes of this Article, the term "public records'" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

Provider's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

In the event the Provider does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the County may, at the County's sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

**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 Agreement, contact Miami-Dade County's Custodian of Public Records at:**

**Miami-Dade County**
**Homeless Trust**
**111 NW 1st Street, 27th Floor, Suite 310**
**Miami, Florida 33128**
**Attention: Victoria L. Mallette, Executive Director**
**Email: vmallette@miamidade.gov**

**ARTICLE 20. Office of Miami-Dade County Inspector General**

Miami-Dade County has established the Office of the Office of Inspector General which is empowered to perform random audits on all County contracts throughout the duration of each contract. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications, and applicable law.

The Inspector general is empowered to analyze the necessity of and reasonableness of proposed charge orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors, and suppliers. The Provider shall incorporate the provisions in this section in all subcontractors and all other agreements executed by the Provider in connection with the performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

## ARTICLE 21. SUBCONTRACTORS and ASSIGNMENTS

A. **Subcontracts.** The parties agree that no assignment or subcontract will be made or let in connection with this Contract without the prior written approval of the County in its sole discretion, which shall not be unreasonably withheld, and that all subcontractors or assignees shall be governed by all of the terms and conditions of this Contract.

1) If the Provider will cause any part of this Contract to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Provider; and the Provider will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Provider. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Provider.

2) The Provider, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to perform, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Provider not to award any subcontract to a person, firm, or corporation disapproved by the County in its sole discretion.

3) Before entering into any subcontract hereunder, the Provider will inform the Subcontractor fully and completely of all provisions and requirements of this Contract relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

4) In order to qualify as a Subcontractor satisfactory to the County in its sole discretion, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County in its sole discretion that it has satisfactorily performed services of the same general type which is required to be performed under this Contract.

5) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Contract. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Provider shall furnish to the County copies of all subcontracts between Provider and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations; and the option to pay the Subcontractor directly for the performance by such subcontractor. The foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

B. **Prompt Payments to Subcontractors.** The Provider shall issue prompt payments to subcontractors that are small businesses (annual gross sales of $750,000 or less with its principal place of business in Miami-Dade County) and shall have a dispute resolution procedure in place to address disputed payments. Pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40), Section 2-8.1.4 of the Code of Miami-Dade County, Administrative Order No. 3-19, and the Florida Prompt Payment Act, payments must be made within thirty (30) days of receipt of a proper invoice. Failure to issue prompt payments to small business subcontractors or adhere to dispute resolution procedures may be grounds for suspension or termination of this Contract or debarment.

## ARTICLE 22. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Provider agrees to comply, subject to applicable professional standards, with the provisions of all applicable Federal, State and the County's orders, statutes, ordinances, rules, and regulations that may pertain to the Services required under this Contract, including but not limited to:

a) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.

b) Miami-Dade County Code, Chapter 11A, including but not limited to Articles III and IV. All Providers and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment and services without regard to race, creed, religion, color, sex, familial status, marital status, sexual orientation, pregnancy, age, ancestry, national origin, gender identity, gender expression, source of income or handicap. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Equal Opportunity Board or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

c) Conflict of Interest and Code of Ethics Ordinance, Section 2-11.1 et seq. of the Code of Miami-Dade County, as amended.

d) Miami-Dade County Code Section 10-38, Debarment of contractors from County work.

e) Miami-Dade County Ordinance 99-5, codified at 11A-60 et seq. Code of Miami-Dade County pertaining to complying with the County's Domestic Leave Ordinance.

f) Miami-Dade County Ordinance 99-152 codified at Section 21-255 et seq. prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

g) Miami-Dade County Resolution 478-12. The Provider will not use products or foods containing "pink slime," as defined in Resolution 478-12 of the Board of Miami-Dade County Commissioners, in food that is provided or served pursuant to this agreement."

h) Florida Statutes Section 125.0156 Restriction on providing funds for identification documents

Provider shall comply with the provisions related to Florida Statutes Section 125.0156 Restriction on providing funds for identification documents. Specifically, Provider shall not use funds provided to it by the County, or provide funds to any person, entity, or organization, for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

i) Florida Statutes Section 448. PUBLIC AGENCY CONTRACTING
Provider shall comply with the provisions of Florida Statutes Section 448 related to PUBLIC AGENCY CONTRACTING:

Provider shall register with and use the E-Verify system to verify the work authorization status of all new employees of the Provider and shall require any subcontractor to register with and use the E-Verify system to verify the work authorization status of all subcontractor's new employees.

Provider or any subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

If Provider enters into a contract with a subcontractor, the subcontractor must provide the Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Provider shall maintain a copy of such affidavit for the duration of this Agreement.

If the County has a good faith belief that Provider has knowingly violated s. 448.09(1) of the Florida Statutes, The County shall terminate this Agreement.

If Provider has a good faith belief that any subcontractor with which it is contracting has knowingly violated s. 448.09(1) of the Florida Statutes, Provider shall terminate the contract with the person or entity.

If the County has a good faith belief that a subcontractor knowingly violated this subsection, but the Provider otherwise complied with this subsection, the County shall promptly notify the Provider and order the Provider to immediately terminate the contract with the subcontractor and the Provider shall immediately terminate the contract with the subcontractor.

If the County terminates this Agreement under this paragraph, such termination is not a breach of this Agreement and may not be considered as such. If the County terminates this Agreement with Provider under this paragraph, the Provider may not be awarded a public contract for at least 1 year after the date on which this Agreement was terminated. Provider is liable for any additional costs incurred by the County as a result of the termination of this Agreement pursuant to this paragraph.

Notwithstanding any other provision of this Contract, Provider shall not be required pursuant to this Contract to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Provider, constitute a violation of any law or regulation to which Provider is subject, including but not limited to laws and regulations requiring that Provider conduct its operations in a safe and sound manner.

**ARTICLE 23. <u>MISCELLANEOUS</u>**

A. **Publicity.** It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by the acceptance of these funds, the Provider agrees that events funded by this Contract shall recognize and adequately reference the County as a funding source. The Provider shall ensure that all publicity, public relations, advertisements, and signs recognizes and references the County (by inserting the Miami-Dade County Homeless Trust Logo on all materials) for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official Miami-Dade County Homeless Trust logo is permissible for the publicity purposes stated herein. Provider shall submit sample or mockup of such publicity or materials to the County for review and approval. The Provider shall ensure that all media representatives, when inquiring about the activities funded by this Contract, are informed that the County is its funding source.

B. **Governing Law and Venue.** This Contract is made in the State of Florida and shall be governed according to the laws of the State of Florida. Venue for this Contract shall be Miami-Dade County, Florida.

C. **Modifications.** Any alterations, variations, modifications, extensions, or waivers of provisions of this Contract including, but not limited to, amount payable and effective term shall only be valid when they have been reduced to writing, duly approved, and signed by both parties and attached to the original of this Contract.

The County and Provider mutually agree that modification of the Scope of Services, schedule of payments, billing, and cash payment procedures, set forth herein and other such revisions may be made as a written amendment to this Contract executed by both parties.

The Mayor or the Mayor's designee is authorized to make modifications to this Contract as described herein on behalf of the County.

The Office of the Inspector General shall have the power to analyze the need for, and the reasonableness of proposed modifications to this Contract.

D. **Counterparts.** This Contract is executed in three (3) counterparts, and each counterpart shall constitute an original of this Contract.

E. **Headings, Use of Singular and Gender.** Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine, or neuter as the context requires.

F. **Review of this Contract.** Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Contract. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Contract. It shall be conclusively presumed that each party participated in the preparation and drafting of this Contract.

G. **The County's Consultant**. The Provider understands that in order to facilitate the implementation of this Contract, the County may from time to time designate in writing a development consultant to work with the Provider. The County's consultant shall be considered the County's designee with respect to all portions of this Contract with the exception of those provisions relating to payment of the Provider for services rendered. The County shall provide written notification to the Provider of the name, address, and employees of the County's consultant.

H. **Contracts with Municipalities or Counties Outside Miami-Dade County to Provide Homeless Housing in Miami-Dade County.** The Provider desiring to transact business or enter into a Contract with the County for the provision of homeless housing and/or services swears, verifies, affirms and agrees that (1) it has not entered into any current contract, arrangement of any kind, or understanding with any municipality outside of Miami-Dade County or any County (collectively "locality") to provide housing and services for homeless persons in Miami-Dade County who are transported to Miami-Dade County by or at the behest of such locality and (2) during the term of this Contract, it will not enter into any such contract, arrangement of any kind, or understanding; provided, however, upon the written request of the Provider prior to entering into such contract, understanding that the County may, in its sole and absolute discretion, find and determine within sixty (60) days of such request that a proposed contract should not be prohibited hereby, as the best interests of the homeless programs undertaken by and on behalf of Miami-Dade County would not be negatively affected by such contract, arrangement, or undertaking.

I. **Incident Reports**. The Provider must report to the Miami-Dade County Homeless Trust information related to **any** critical incidents occurring during the administration of its programs. The Provider is to utilize the "Incident Report" form attached as **Attachment E**. In addition to reporting this incident to the appropriate authorities, the Provider must within twenty-four (24) hours of any incident, submit in writing a detailed account of the incident. This incident report should be addressed to the County. This incident report should be addressed to Miami-Dade County Homeless Trust, 111 NW First Street, 27th Floor, Suite 310, Miami, Florida 33128; telephone (305) 375-1490 and facsimile (305) 375-2722.

J. **Totality of Contract / Severability of Provisions.** This Contract and Attachments, with its recitals on the first page of the Contract and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties.

1. **No 3rd Party Beneficiaries**. The Parties agree that this contract has no intended or unintended third-party beneficiaries.

K. **Property.** This section applies to equipment with an acquisition cost of $5,000 or more per unit and all real property.

1. Any real property under the Provider's control that was acquired/improved in whole or in part with funds from the Homeless Trust and any equipment purchased for $5,000 or more shall be disposed of, at the expiration or termination of this contract, in accordance with instruction from the Homeless Trust. Real Property is defined as land, including land improvements, structures, and appurtenances thereto, including movable machinery and equipment. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.

2. All equipment with an acquisition cost of $5,000 or more per units and all real property purchased in whole or in part with funds from this and previous contracts with the Homeless Trust, or transferred to the Provider t after being purchased in whole or in part with funds from the Homeless Trust shall be listed in the property records of the Provider and shall include a legal description, size, date of acquisition, value at time of purchase, owner's name if different from the Provider, information on the transfer or disposition of the property, and map indicating whether property is in parcels, lots or blocks and showing adjacent streets and roads. Notwithstanding documentation required for reimbursement purposes, a copy of the purchase receipt for any asset described above purchased with Homeless Trust funds must also be included in the Provider's monthly reimbursement package submitted to the Homeless Trust in the month in which the item was purchased along with the "Provider Asset Inventory" (**Attachment F**).

3. All equipment with an acquisition cost of $5,000 or more per unit and all real property shall be inventoried annually by the Provider and an inventory report shall be submitted to the Homeless Trust. This report shall include the elements listed in the paragraph listed above.

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| Attachment A: | Contract Between Miami-Dade County and South Florida Behavioral Network, Inc. d.b.a. Thriving Mind |
| Attachment B: | Budget |
| Attachment C: | W-9 Form |
| Attachment D: | Miami-Dade County Affidavits |
| Attachment E: | Incident Report |
| Attachment F: | Asset Inventory |

No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law and ordinance.

IN WITNESS WHEREOF, the parties have executed this Contract, along with all its Attachments, effective as of the contract date herein above set forth.

| **CAMILLUS HOUSE, INC.** | **MIAMI-DADE COUNTY** |
|---|---|
| Signed By: ____________________ | Signed By: ____________________ |
| Printed Name: ____________________ | Name: ____________________ |
| Title: ____________________ | Title: ____________________ |
| Date: ____________________ | Date: ____________________ |
| **ATTEST:** ____________________<br>Authorized Person OR Notary Public | **ATTEST**: Juan Fernandez-Barquin,<br>Clerk of the Court and Comptroller |
| | BY: ____________________<br>(Deputy Clerk Signature) |
| Print Name: ____________________ | Print Name: ____________________ |
| Title: ____________________ | Date: ____________________ |
| Corporate Seal OR Notary Seal/Stamp: | Miami Dade County Seal |

Approved as to form and legal sufficiency. See memorandum dated **7/25/2023.**