AGENDA

MONROE COUNTY BUDGET MEETING
September 11, 2024
5:05 PM

The Board will convene at the Murray E. Nelson Government Center
102050 Overseas Highway, Key Largo, FL.
The meeting is open to the public.
Members of the public can also attend via Communications Media Technology at:
Zoom webinar: https://mcbocc.zoom.us/j/89204098700
To report problems with the broadcast or Zoom webinar, please call (305) 872-8831.

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., prior to the scheduled meeting; if you are hearing or voice impaired, call "711". Live Closed Captioning is available via the MCTV portal @ https://cloud.castus.tv/vod/monroe/video/60832c9dcf67bb7ac0c21791?page=HOME&type=live for meetings of the Monroe County Board of County Commissioners.

A person may submit written comments or other physical evidence on a particular agenda item for consideration at the BOCC meeting via email to Lindsey Ballard @ ballard-lindsey@monroecounty-fl.gov County Administrator's Office, no later than 3:00 P.M. on the Monday prior to the meeting. The email must include the submitter's name, address, phone number and email address and the agenda item number the documents/comments are regarding. Any intellectual property submitted must include the appropriate authorization for use. Any person who wishes to be heard shall, prior to an item being called, provide the Clerk with his/her name and residence, and the agenda item on which he or she wishes to be heard. An individual has three minutes to address the Commission. However, the first person representing an organization has five minutes to address the Commission. Subsequent speakers for the same organization have three minutes to address the Commission. For land use items, the petitioner and, if the owner is different than the petitioner, then the owner of the property that is the subject of the land use item, will be allowed 20 minutes to address the Commission. Other people are allowed five minutes to address the Commission. Speakers appearing remotely via communications media technology may speak under the same time constraints as those speakers appearing live before the Commission. Remote speakers need not fill in a speaker card before speaking but must identify themselves and their addresses at the beginning of their remarks. Failure to do so may result in early termination of their speaking privileges for that item. For additional assistance, please call (305) 292-4441 or email your inquiry to: ballard-lindsey@monroecounty-fl.gov.

If a person decides to appeal any decision made by the board with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Please note that all time approximate items are listed in bold.

TIME APPROXIMATE **PUBLIC MEETING**

5:05 P.M. **Call to Order**
Salute to Flag

A. ADDITIONS, CORRECTIONS AND DELETIONS

A1. Approval of agenda.

B. BUDGET

B1. Acting County Administrators Budget Discussion.

B2. Public Input.

B3. Approval of Fiscal Year 2025 contracts with local non-profit human service organizations (HSO) funded by the Board of County Commissioners through recommendations of the Human Services Advisory Board (HSAB) as specified below and in the attached spreadsheet. The contracts being approved in this agenda item total $1,853,226.00, but the total HSO funded amount is $2,203,226.00. The Agreements with Florida Keys Area Health Education Center (AHEC), the Florida Keys Healthy Start Coalition, and Guidance/Care Center are being separately approved to address voting conflicts.

B4. Approval of Fiscal Year 2025 contract with Florida Keys Healthy Start Coalition funded by the Board of County Commissioners through recommendations of the Human Services Advisory Board (HSAB) totaling $110,000.

B5. Approval of Fiscal Year 2025 contract with Florida Keys Area Health Education Center (AHEC) funded by the Board of County Commissioners through recommendations of the Human Services Advisory Board (HSAB) totaling $195,000.

B6. Approval of Fiscal Year 2025 agreement with Historic Florida Keys Foundation, Inc., to develop, coordinate, and promote historic preservation in Monroe County, in the amount of $32,450.00.

B7. Approval of Fiscal Year 2025 agreement with Monroe Council of the Arts Corporation d/b/a Florida Keys Council of the Arts in the amount of $87,800.00.

B8. Approval of Fiscal Year 2025 contract with Guidance/Care Center (The Heron, Assisted Living Facility Program) funded by the Board of County Commissioners through recommendations of the Human Services Advisory Board (HSAB) totaling $45,000.

B9. Approval of Agreement with Guidance/Care Center for the Community Transportation for the Disadvantaged (CTD) program in the amount of $25,893.00, the Innovative Service Development program in the amount of $7,948.00 and Baker Act Transportation service program in the amount of $210,740.00 for Fiscal Year 2025.

B10. Approval of two (2) agreements with Guidance/Care Center (G/CC) for (1) Substance Abuse Mental Health (SAMH) services in the amount of $875,000.00 and 2) the Jail In-House Program (JIP) in the amount of $392,455.00 for FY2025. The County funding for SAMH services is the local match required by Florida Statute.

ADJOURNMENT

C. LAND AUTHORITY GOVERNING BOARD

C1. A Public Hearing and approval of a resolution of the Monroe County Comprehensive Plan Land Authority adopting a Final Budget for Fiscal Year 2025.

ADJOURNMENT

D. FIRE AND AMBULANCE DISTRICT 1 BOARD OF GOVERNORS

D1. District 1 Board of Governors Resolution adopting the final millage rate for Fiscal Year 2025.

D2. District 1 Board of Governors Resolution adopting the final budget for Fiscal Year 2025.

ADJOURNMENT

E. BUDGET RESOLUTIONS AND ANNOUNCEMENTS

E1. Approval of County Commission Resolution adopting the final millage rates for Fiscal Year 2025.

E2. Approval of County Commission Resolution adopting the final operating budget for Fiscal Year 2025.

E3. Approval of County Commission Resolution adopting the final capital budget for Fiscal Year 2025.

E4. Approval of a resolution of the Board of County Commissioners with respect to reimbursement of certain costs relating to various capital improvements within the County.

A1

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Budget Meeting Meeting
September 11, 2024
Agenda Item Number: A1
2023-3027

BULK ITEM: No

DEPARTMENT: Administration

TIME APPROXIMATE:

STAFF CONTACT:

AGENDA ITEM WORDING: Approval of agenda.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION:

DOCUMENTATION:

FINANCIAL IMPACT:

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Budget Meeting Meeting
September 11, 2024
Agenda Item Number: B1
2023-3028

BULK ITEM: No **DEPARTMENT:** Administration

TIME APPROXIMATE: **STAFF CONTACT:**

AGENDA ITEM WORDING: Acting County Administrators Budget Discussion.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

FINANCIAL IMPACT:

B2

COUNTY of MONROE
The Florida Keys



BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Budget Meeting Meeting
September 11, 2024
Agenda Item Number: B2
2023-3029

BULK ITEM: No **DEPARTMENT:** Administration

TIME APPROXIMATE: **STAFF CONTACT:**

AGENDA ITEM WORDING: Public Input.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION:

DOCUMENTATION:

FINANCIAL IMPACT:

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Budget Meeting Meeting
September 11, 2024
Agenda Item Number: B3
2023-2905

BULK ITEM: Yes

DEPARTMENT: Budget and Finance

TIME APPROXIMATE:

STAFF CONTACT: Andrew Roltsch

AGENDA ITEM WORDING:

Approval of Fiscal Year 2025 contracts with local non-profit human service organizations (HSO) funded by the Board of County Commissioners through recommendations of the Human Services Advisory Board (HSAB) as specified below and in the attached spreadsheet. The contracts being approved in this agenda item total $1,853,226.00, but the total HSO funded amount is $2,203,226.00. The Agreements with Florida Keys Area Health Education Center (AHEC), the Florida Keys Healthy Start Coalition, and Guidance/Care Center are being separately approved to address voting conflicts.

ITEM BACKGROUND:

The Human Services Advisory Board (HSAB) met on June 10, 2024 and made funding recommendations to the BOCC. Attached are the funding recommendations for FY2025 (October 1, 2024 – September 30, 2025). In order to reduce the vast quantity of paperwork, we request your approval of the agreements as outlined on the attached spreadsheet (highlighted in blue), wherein the organization name, description of service, funding amount recommended by the HSAB, fund, cost center, account number and service dates are provided for your information.

PREVIOUS RELEVANT BOCC ACTION:
The FY2024 HSAB Budget ($2,203,225.00) was approved by the BOCC on September 20, 2023, during the adoption of the final Operating Budget for Fiscal Year 2024.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION:

The Human Services Advisory Board (HSAB) met on June 10, 2024 and made funding

recommendations to the BOCC. Attached are the funding recommendations for FY2025 (October 1, 2024 – September 30, 2025). In order to reduce the vast quantity of paperwork, we request your approval of the agreements as outlined on the attached spreadsheet (highlighted in blue), wherein the organization name, description of service, funding amount recommended by the HSAB, fund, cost center, account number and service dates are provided for your information.

DOCUMENTATION:

FY2025 HSAB Contract Template.pdf
FY2025 Funding Recommendations - BOCC.pdf

FINANCIAL IMPACT:

Source	Memo	Amount	Timing
001-03257 – A Positive Step of Monroe County		$55,000.00	9/11/2024
001-03225 - AIDS HELP	A.H. of Monroe County	$100,000.00	9/11/2024
001-03255 - ANCHORS AWEIGH		$15,000.00	9/11/2024
001-03263 – AUTISM SOCIETY	Autism Society of the Keys	$45,000.00	9/11/2024
001-03241 - BOYS AND GIRLS		$85,000.00	9/11/2024
001-03256 - BURTON MEMORIAL UMC		$15,000.00	9/11/2024
001-03201 - DOMESTIC ABUSE SHELTER		$97,742.00	9/11/2024
001-03235 - FL KEYS CHILDRENS SHELTER	FL Keys Children's Shelter	$150,000.00	9/11/2024
001-03206 - FKOC	FL Keys Outreach Coalition	$110,000.00	9/11/2024
001-03226 - GOOD HEALTH	Good Health Clinic	$100,000.00	9/11/2024
001-03224 - GRACE JONES		$60,000.00	9/11/2024
001-03253 - HEART OF THE KEYS YTH RC	Heart of the Keys Youth Marathon Rec Center	$50,000.00	9/11/2024
001-03247 - INDEPENDENCE CAY		$45,000.00	9/11/2024
001-03243 - KEYS AREA INTERDENOMINATIONAL RESOURCES		$45,000.00	9/11/2024
001-03262 - KEYS TO BE THE CHANGE		$42,000.00	9/11/2024
001-03260 – KIDS COME FIRST IN THE FL KEYS		$37,742.00	9/11/2024
001-03205 - LITERACY VOLS OF AMERICA	Literacy Volunteers of America	$45,000.00	9/11/2024
001-03232 - MARC	Monroe Association for ReMARCable Citizens	$205,000.00	9/11/2024

001-03214 - SAMUEL'S HOUSE	$110,000.00	9/11/2024
001-03269 – SPECIAL OLYMPICS	$27,742.00	9/11/2024
001-03246 - STAR OF THE SEA FOUNDATION	$90,000.00	9/11/2024
001-03236 - WESLEY HOUSE	$113,000.00	9/11/2024
001-03215 - WOMANKIND	$160,000.00	9/11/2024
001-03266 - KEY WEST COMMUNITY SAILING CENTER	$25,000.00	9/11/2024
001-03273 - PRESENTS IN PARADISE	$5,000.00	9/11/2024
001-03274 - THE HAMMOCK HOUSE AT ST. COLUMBA EPISCOPAL CHURCH	$5,000.00	9/11/2024
001-03251 - RURAL HLTH NET	$15,000.00	9/11/2024
Total HSAB Funding	**$1,853,226.00**	

AGREEMENT

This Agreement is made and entered into this 11th day of September 2024, between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, hereinafter referred to as "Board" or "County," and **Organization**, hereinafter referred to as "PROVIDER."

WHEREAS, the PROVIDER is a not-for-profit corporation established for the provision of **service**, and

WHEREAS, it is a legitimate public purpose to provide **(description of service)**, now, therefore,

IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

FUNDING

1. AMOUNT OF AGREEMENT. The Board, in consideration of the PROVIDER substantially and satisfactorily performing and providing **services** for persons living in Monroe County, Florida, as provided for in this Agreement, shall pay to the PROVIDER the sum of **dollar amount** NO/100 DOLLARS ($_____.00) for fiscal year 2025.

2. TERM. This Agreement shall commence on October 1, 2024, and terminate September 30, 2025, unless earlier terminated pursuant to other provisions herein.

3. PAYMENT. Payment will be made periodically, no less than quarterly but no more frequently than monthly, as hereinafter set forth. Reimbursement requests shall include items paid by the PROVIDER within 120 days of payment by the PROVIDER. Reimbursement requests will be submitted to the Board via the Office of Management and Budget. Reimbursement request and supporting documentation must be acceptable to the Clerk's Finance Office. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursal of funds. The County shall only reimburse, subject to the funded amounts below, those reimbursable expenses which are reviewed and approved as complying with Monroe County Code of Ordinances, State laws and regulations and Attachment A - Expense Reimbursement Requirements. Evidence of payment by the PROVIDER shall be in the form of a letter, summarizing the expenses, with supporting documentation attached. **(The Office of Management and Budget may accept Reimbursement Requests electronically, but only when submitted and formatted in a PDF file with cover letter and attachments together in one (1) file.)** The PROVIDER agrees to submit hard copies of Reimbursement Request and supporting documentation upon request. The letter should contain a notarized certification statement. An example of a reimbursement request cover letter is included as Attachment B. The organization's final invoice must be received within thirty days after the termination date of this contract shown in Article 2 above.

After the Clerk of the Board examines and approves the request for reimbursement, the Board shall reimburse the PROVIDER. However, the total of said reimbursement expense payments in the aggregate sum shall not exceed the total amount shown in Article 1, above, during the term of this agreement.

4. AVAILABILITY OF FUNDS. If funds cannot be obtained or cannot be continued at a level sufficient to allow for continued reimbursement of expenditures for services specified herein, this agreement may be terminated immediately at the option of the Board by written notice of termination delivered to the PROVIDER. The Board shall not be obligated to pay for any services or goods provided by the PROVIDER after the PROVIDER has received written notice of termination, unless otherwise required by law.

5. PURCHASE OF PROPERTY. All property, whether real or personal, purchased with funds provided under this agreement, shall become the property of Monroe County and shall be accounted for pursuant to statutory requirements. Funding under this agreement shall not be used to purchase capital assets.

RECORDKEEPING

6. RECORDS AND RIGHT TO AUDIT. PROVIDER shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of ten (10) years from the termination of this agreement. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for ten (10) years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to PROVIDER pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the PROVIDER, the PROVIDER shall repay the monies together with interest calculated pursuant to Sec. 55.03, Florida Statutes, running from the date the monies were paid by the COUNTY.

Right to Audit. *Availability of Records*. The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and if applicable trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by County or the Monroe County Office of the Clerk of Court and Comptroller (hereinafter referred to as "County Clerk") to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in County's or the County Clerk's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by County's representative and/or agents or the County Clerk. County or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors' representatives. All records shall be kept for ten (10) years after Final Completion of the Project. The County Clerk possesses the independent authority to conduct an audit of Records, assets, and activities relating to this Project. If any auditor employed by the Monroe County or County Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, F.S., running form the date, the monies were paid to Contractor. The *right to audit* provisions survives the termination of expiration of this Agreement.

In addition, if PROVIDER is required to provide an audit as set forth in in Section 8(e) below, the audit shall be prepared by an independent certified public accountant (CPA) with a current license, in good standing with the Florida State Board of Accountancy.

7. PUBLIC ACCESS. The County and PROVIDER shall allow and permit reasonable access to, and inspection of, all documents, papers, letters, or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and PROVIDER in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by PROVIDER.

8. COMPLIANCE WITH COUNTY GUIDELINES. The PROVIDER must furnish to the County the following (items (a)-(j) must be provided prior to the payment of any invoices):

(a) IRS Letter of Determination and GUIDESTAR printout indicating current 501(c)(3) status;
(b) Proof of registration with the Florida Department of Agriculture, as required by Florida Statute 496.405, and the Florida Department of State, as require by Florida Statute 617.01201, or proof of exemption from registration as per Florida Statute 496.406.
(c) List of the Organization's Board of Directors of which there must be at least 5 and for each board member please indicate when elected to serve and the length of term of service;
(d) Evidence of annual election of Officers and Directors/Directors At-Large or bi-annual election of Officers and Directors/Directors At-Large as applicable;
(e) Unqualified audited financial statements from the most recent fiscal year for all organizations that expend $150,000 a year or more; if qualified, include a statement of deficiencies with corrective actions recommended/taken; audit shall be prepared by an independent certified public accountant (CPA) with a current license, in good standing with the Florida State Board of Accountancy. If the PROVIDER receives $100,000 or more in grant funding from the County:
    a. The CPA that prepares the audit must also be a member of the American Institute of Certified Public Accountants (AICPA);
    b. The CPA must maintain malpractice insurance covering the audit services provided and
    c. The County shall be considered an "intended recipient" of said audit.
(f) Copy of a filed IRS Form 990 from most recent fiscal year with all attached schedules;
(g) Organization's Corporate Bylaws, which must include the organization's mission, board and membership composition, and process for election of officers;
(h) Organization's Policies and Procedures Manual which must include hiring policies for all staff, drug and alcohol-free workplace provisions, and equal employment opportunity provisions;
(i) Specific description or list of services to be provided under this contract with this grant (see Attachment C);
(j) Annual Performance Report describing services rendered during the most recently completed grant period (to be furnished within 30 days after the contract end date.) The performance report shall include statistical information regarding the types and frequencies of services provided, a profile of clients (including residency) and numbers served, and outcomes achieved (see Attachment G); If Grantee fails to submit any monthly / quarterly reimbursement request or the annual performance report, the Grantee will be disqualified from applying for grant funding in the next fiscal year;
(k) If Grantee fails to submit any monthly / quarterly reimbursement request or the annual performance report, the Grantee will be disqualified from applying for grant funding in the next fiscal year;
(l) Cooperation with County monitoring visits that the County may request during the contract year; and
(m) Other reasonable reports and information related to compliance with applicable laws, contract provisions and the scope of services that the County may request during the contract year.

COUNTY FORMS

By signing this Agreement, GRANTEE has sworn or affirmed to the following requirements as set forth in the Ethics Statement and non-collusion affidavit, as set forth in more detail in this Agreement.

9. ETHICS CLAUSE. By signing this Agreement, the GRANTEE warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may,

in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

10. NON-COLLUSION AFFIDAVIT. GRANTEE by signing this Agreement, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the firm of GRANTEE, the bidder making the Proposal for the project described in the Scope of Work and that I executed the said proposal with full authority to do so; the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition; the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

11. AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES. Grantee under penalty of perjury attests that Grantee does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Grantee, I certify under penalties of perjury that Grantee does not use coercion for labor or services in accordance with Section 787.06. Additionally, Grantee has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

RESPONSIBILITIES

12. SCOPE OF SERVICES AND REIMBURSEMENT REQUEST. The PROVIDER, for the consideration named, covenants, and agrees with the Board to substantially and satisfactorily perform and provide the services outlined in Attachment C to residents of Monroe County, Florida. **If Grantee fails to submit any monthly / quarterly reimbursement request or the annual performance report, the Grantee will be disqualified from applying for grant funding in the next fiscal year.**

13. ATTORNEY'S FEES AND COSTS. The County and PROVIDER agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award

against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

14. BINDING EFFECT. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and PROVIDER and their respective legal representatives, successors, and assigns.

15. CODE OF ETHICS. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment, or contractual relationship; and disclosure or use of certain information.

16. NO SOLICITATION/PAYMENT. The County and PROVIDER warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the PROVIDER agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

17. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the PROVIDER is an independent contractor and not an employee of the Board. No statement contained in this agreement shall be construed so as to find the PROVIDER or any of its employees, contractors, servants or agents to be employees of the Board.

COMPLIANCE ISSUES

18. COMPLIANCE WITH LAW. In providing all services pursuant to this agreement, the PROVIDER shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the PROVIDER.

19. PROFESSIONAL RESPONSIBILITY AND LICENSING. The PROVIDER shall assure that all professionals have current and appropriate professional licenses and professional liability insurance coverage. Funding by the Board is contingent upon retention of appropriate local, state and/or federal certification and/or licensure of the PROVIDER'S program and staff.

20. NON-DISCRIMINATION. The COUNTY and PROVIDER agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The COUNTY and PROVIDER agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibits discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as

amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 12101), as amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

AMENDMENTS, CHANGES, AND DISPUTES

21. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the services and/or reimbursement of services shall be accomplished by an amendment, which must be approved in writing by the County.

22. ADJUDICATION OF DISPUTES OR DISAGREEMENTS. County and PROVIDER agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. The PROVIDER and County staff shall try to resolve the claim or dispute with meet and confer sessions to be commenced within 30 days of the dispute or claim. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this agreement or by Florida law. Any claims or dispute that the parties cannot resolve shall be decided by the Circuit Court, 16th Judicial Circuit, Monroe County, Florida.

23. COOPERATION. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and PROVIDER agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and PROVIDER specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

ASSURANCES

24. COVENANT OF NO INTEREST. County and PROVIDER covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

25. NO ASSIGNMENT. The PROVIDER shall not assign this agreement except in writing and with the prior written approval of the Board, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This agreement shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions herein. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the Board in addition to the total agreed upon reimbursement amount for the services of the PROVIDER.

26. NON-WAIVER OF IMMUNITY. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the PROVIDER in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government

liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

27. ATTESTATIONS. PROVIDER agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

28. AUTHORITY. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

INDEMNITY ISSUES

29. INDEMNIFICATION AND HOLD HARMLESS. The PROVIDER covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims and causes of action for medical malpractice, medical negligence, bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the PROVIDER occasioned by the negligence, errors, or other wrongful act or omission of the PROVIDER'S employees, agents, or volunteers.

30. PRIVILEGES AND IMMUNITIES. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

31. NO PERSONAL LIABILITY. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

32. LEGAL OBLIGATIONS AND RESPONSIBILITIES: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

33. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the PROVIDER agree that neither the County nor the PROVIDER or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

GENERAL

34. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

35. NOTICE. Any notice required or permitted under this agreement shall be in writing and hand-delivered or mailed, postage pre-paid, by certified mail, return receipt requested, to the other party as follows:

For Board:

Grants Administrator
1100 Simonton Street
Key West, FL 33040

and

Monroe County Attorney
PO Box 1026
Key West, FL 33041

For PROVIDER
Signing Official, Title
Organization
Street address
City, ST Zip Code
(Area Code) Phone Number
Email Address:

36. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and PROVIDER agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The County and PROVIDER agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

37. NON-WAIVER. Any waiver of any breach of covenants herein contained to be kept and performed by the PROVIDER shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Board from declaring a forfeiture for any succeeding breach, either of the same conditions or covenants or otherwise.

38. SEVERABILITY. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and PROVIDER agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

39. CLAIMS FOR FEDERAL OR STATE AID: PROVIDER and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement. Any conditions imposed as a result of funding that effect the Scope of Services will be provided to each party.

40. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the PROVIDER and the Board.

[THIS SPACE INTENTIONALLY LEFT BLANK WITH SIGNATORY PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first written above.

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By_____
As Deputy Clerk

_____
Witness

_____
Witness

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By_____
Mayor/Chairman

Organization Name

(Federal ID No._____)

By _____
Chief Executive Officer

ATTACHMENT A

EXPENSE REIMBURSEMENT REQUIREMENTS

This document is intended to provide basic guidelines to Human Service and Community-Based Organizations, county travelers, and contractual parties who have reimbursable expenses associated with Monroe County business. These guidelines, as they relate to travel, are from the Monroe County Code of Ordinances and State laws and regulations.

Provide documentation of number of clients served and explanation of measurable outcomes described in Q.29, of the FY2025 application submitted to the HSAB, that were achieved during the billing period.

For reimbursement of Payroll and/or fees for services, the Provider shall provide supporting documentation to substantiate that the work performed was for services as set forth in Attachment C (sign-in log from clients served, a detailed work log with services rendered and client(s) served for that time period as indicated above)

A cover letter (see Attachment B) summarizing the major line items on the reimbursable expense request needs to also contain the following notarized certified statement:

"I certify that the above checks have been submitted to the vendors as noted and that the attached expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source."

The notary public is subject to the provisions of Chapter 117, Florida Statutes, must use a certificate in substantially the following form in notarizing a tangible or an electronic record.

TO BE COMPLETED BY NOTARY *(in accordance with State notary requirements)*

State of _____

County of _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____day of _____ (month), _____ (year), by _____ (name of officer or agent, title of officer or agent) of _____ (name of entity).

_____ Personally Known

_____ Produced Identification: Type of ID and Number on ID_____

(SEAL)

_____
Signature of Notary

_____
Name of Notary *(Typed, Stamped or Printed)*

Notary Public, State of _____

Invoices should be billed to the contracting agency. Third party payments will not be considered for reimbursement. Remember, the expense should be paid prior to requesting a reimbursement.

Only current charges will be considered, no previous balances.

Reimbursement requests will be monitored in accordance with the level of detail in the contract. This document should not be considered all-inclusive. The Clerk's Finance Department reserves the right to review reimbursement requests on an individual basis. Any questions regarding these guidelines should be directed to 305-292-3534.

Data Processing, PC Time, etc.
The vendor invoice is required for reimbursement. Inter-company allocations are not considered reimbursable expenditures unless appropriate payroll journals for the charging department are attached and certified.

Payroll
A certified statement verifying the accuracy and authenticity of the payroll expense is needed. If a Payroll Journal is provided, it should include dates, employee name, salary or hourly rate, total hours worked, withholding information and paid payroll taxes, check number and check amount. If a Payroll Journal is not provided, the following information must be provided: pay period, check amount, check number, date, payee, and support for applicable paid payroll taxes. Payroll and/or fees for services requests for reimbursement shall include the supporting documentation as detailed above. The Clerk may request further documentation to verify and substantiate that the payment request for payroll and/or fees for services relates to the services provided as set forth in Attachment C.

Postage, Overnight Deliveries, Courier, etc.
A log of all postage expenses as they relate to the County contract is required for reimbursement. For overnight or express deliveries, the vendor invoice must be included.

Rents, Leases, etc.
A copy of the rental or lease agreement is required. Deposits and advance payments are not allowable expenses.

Reproductions, Copies, etc.
A log of copy expenses as they relate to the County contract is required for reimbursement. The log must define the date, number of copies made, source document, purpose, and recipient. A reasonable fee for copy expenses will be allowable. For vendor services, the vendor invoice and a sample of the finished product are required.

Supplies, Services, etc.
For supplies or services ordered, a vendor invoice is required.

Telefax, Fax, etc.
A fax log is required. The log must define the sender, the intended recipient, the date, the number called, and the reason for sending the fax.

Telephone Expenses
A user log of pertinent information must be remitted including: the party called, the caller, the telephone number, the date, and the purpose of the call.

Travel and Meal Expenses
Travel expenses must be submitted on a State of Florida Voucher for Reimbursement of Travel Expenses. Travel reimbursement requests must be submitted and will be paid in accordance with Monroe County Code of Ordinances and State laws and regulations. Credit card statements are not acceptable documentation for reimbursement. If attending a conference or meeting, a copy of the agenda is needed. Airfare reimbursement requires the original passenger receipt portion of the airline ticket. A travel itinerary is appreciated to facilitate the audit trail. Auto rental reimbursement requires the vendor invoice. Fuel purchases should be documented with paid receipts. Taxis are not reimbursed if taken to arrive at a departure point: for example, taking a taxi from one's

residence to the airport for a business trip is not reimbursable. Parking is considered a reimbursable travel expense at the destination. Airport parking during a business trip is not.

A detailed list of charges is required on the lodging invoice. Balance due must be zero. Room must be registered and paid for by traveler. The County will only reimburse the actual room and related bed tax. Room service, movies, and personal telephone calls are not allowable expenses.

Mileage reimbursement shall be at the rate established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. An odometer reading must be included on the state travel voucher for vicinity travel. Mileage is not allowed from a residence or office to a point of departure. For example, driving from one's home to the airport for a business trip is not a reimbursable expense.

Meal reimbursement shall be at the rates established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. Meal guidelines state that travel must begin prior to 6 a.m. for breakfast reimbursement, before noon and end after 2 p.m. for lunch reimbursement, and before 6 p.m. and end after 8 p.m. for dinner reimbursement.

Non-allowable Expenses
The following expenses are not allowable for reimbursement: capital outlay expenditures (unless specifically included in the contract), contributions, depreciation expenses (unless specifically included in the contract), entertainment expenses, fundraising, non-sufficient check charges, penalties and fines.

ATTACHMENT B

ORGANIZATION
LETTERHEAD

Monroe County Board of County Commissioners
Finance Department
500 Whitehead Street
Key West, FL 33040

Date

The following is a summary of the expenses for (Organization name) for the time period of___ to ___.

Check #	Payee	Reason	Amount
101	Company A	Rent	$ X,XXX.XX
102	Company B	Utilities	XXX.XX
104	Employee A	P/R ending 05/14/01	XXX.XX
105	Employee B	P/R ending 05/28/01	XXX.XX
(A)	Total		$ X,XXX.XX
(B)	Total prior payments		$ X,XXX.XX
(C)	Total requested and paid (A + B)		$ X,XXX.XX
(D)	Total contract amount		$ X,XXX.XX
	Balance of contract (D-C)		$ X,XXX.XX

I certify that the above checks have been submitted to the vendors as noted and that the expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source.

_____
Chief Executive Officer

Attachments (supporting documentation)

TO BE COMPLETED BY NOTARY *(in accordance with State notary requirements)*

State of _____

County of _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____day of _____ (month), _____ (year), by _____ (name of officer or agent, title of officer or agent) of _____ (name of entity).

_____ Personally Known

_____ Produced Identification: Type of ID and Number on ID_____

(SEAL)

_____
Signature of Notary

_____
Name of Notary *(Typed, Stamped or Printed)*

Notary Public, State of _____

ATTACHMENT C

Specific description and list of services to be provided under this contract:

Measurable Outcomes Include: (HSAB Application Q.29)

Budget Categories Include: (HSAB Application Q.36)

FY2025 Annual Performance Report
For year October 1, 2024 – September 30, 2025

(Report Deadline: October 31, 2025)

Agency Name	
Point of Contact (POC)	
Phone/Email	
Grant Amount	

Per Section 8 of your contract, it is required that you fill out the entire form and answer every question.

Narrative on the FY2025 Performance (i.e. successes, challenges, etc.):

Questions:

1. Please list services and client information below for the program/activities funded by the Monroe County award.

Description of Services	Description of Target Population	Number of Persons in Target Population	Total Number of Clients Served in FY2025
		Total Unduplicated Clients Served	

2. What were the measurable outcomes (including numbers) accomplished in FY2025? Please *base these outcomes on the services you identified in Question #1.*

3. What number and percentage of your clients/participants were at or below the federal poverty level in FY2025; and/or 200%; and/or another standard used by your organization?

4. What area of Monroe County did you serve in FY2025?

5. During FY2025, how many months did you provide program services to (Q.1) clients?

6. How many total FTEs in your organization?

7. How many FTEs worked on the program(s) funded by the FY2025 HSAB award?

8. Volunteers: ____ hours of program service were contributed by _____ volunteers in FY2025.

FY2025 HSAB FINANCIAL REPORT

9. Were all the awarded funds used in FY2025?
    a. If no, please explain:

10. Allocation of FY2025 Award; HSAB Award Amount = $_____

Budget Category	Program Expense (Dollar Amount)	Administrative Expense (Dollar Amount)
Salaries	$0	$0
Fringe	$0	$0
FICA	$0	$0
Independent Contractor(s)	$0	$0
Office Supplies, Telephone, Postage	$0	$0
Utilities	$0	$0
Insurance	$0	$0
Repair & Maintenance	$0	$0
Travel/Transportation	$0	$0
Rent/Association Dues	$0	$0
Client Service/Describe:	$0	$0
Client Service/Describe:	$0	$0
Client Service/Describe:	$0	$0
Client Service/Describe:	$0	$0
Other Expense/Describe:	$0	$0
Other Expense/Describe:	$0	$0
Other Expense/Describe:	$0	$0
Other Expense/Describe:	$0	$0

11. Compensation Detail: Include all persons who receive compensation from the FY2025 HSAB funding (including Independent Contractors)

Employee Name (FName, Last Initial)	Title	Type of Work Performed in Program	Hrs. Worked on Program	Total Charges to Program
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

(Note: If you need more space, you may add additional lines or an addendum.)

12. Did the HSAB funding you received in FY2025 serve as required match for a portion or all funding awarded by another granting agency? If yes, please provide details below:

Amount of HSAB Funding served as Required Match	Name of Grantor that Required Match Funding	Amount Awarded by Grantor***	Grantor Type: Federal, State, Local or Foundation	Grant Type: Competitive or Non-Competitive	Match % Required by the Grantor

****Enter the Amount Awarded by the Grantor regardless of whether HSAB provided 100% of the Required Match.*

For the following questions, please use the number as reported on your FY2025 IRS Form 990. If your FY2025 IRS Form 990 is not yet prepared, please provide an estimate for the following questions.

13. What is your organization's fiscal year?

14. What were your organization's total expenses in FY2025?

15. What was your organization's total revenue in FY2025?

16. What was the organization's total in grants and contracts for FY2025?

17. What was the organization's total donations/fundraising and in-kind in FY2025?

    a. Cash Donations/Fundraising:
    b. In-kind Donations/Fundraising:

18. What percentage of your expenses are program service expenses[1] versus management and general expenses[2] in FY2025 as reported on your IRS Form 990?

19. Additional Comments, Questions and/or Suggestions:

Email the Annual Performance Report to the Grants Coordinator for Monroe County

[1] Program service expenses are defined as expenses needed to run your programs.

[2] Management and general expenses encompass expenses such as human resources, salaries of those not working directly with programs, legal services, accounting services, insurance expenses, office management, auditing, and other centralized services.

FY2025 HSAB Funding Recommendations

Applicants	Scope of Service	FY25 Amount Awarded	Fund	Cost Center	Account	Service Dates
A Positive Step of Monroe County	Provision of a Fatherhood Initiative program	$55,000	001	03257	530340	October 1, 2024 - September 30, 2025
A.H. of Monroe County (AHI)	Provide facilities and services for a RN-Intensive Case Management within a home and community setting.	$100,000	001	03225	530340	October 1, 2024 - September 30, 2025
Anchors Aweigh Club	Provide facilities and services for substance abuse services.	$15,000	001	03255	530340	October 1, 2024 - September 30, 2025
Autism Society of the Keys	Provide facilities and services to children and families affected by autism.	$45,000	001	03263	530340	October 1, 2024 - September 30, 2025
Boys & Girls Club	Provide facilities and services for activities for the wholesome development of youths' personal, social, physical, and emotional growth.	$85,000	001	03241	530340	October 1, 2024 - September 30, 2025
Burton Memorial United Methodist Church	Provide facilities and services for provision of a food pantry for disadvantaged persons.	$15,000	001	03256	530340	October 1, 2024 - September 30, 2025
Domestic Abuse Shelter of the Florida Keys	Provide facilities and services for comprehensive services for individuals and families experiencing domestic and sexual abuse.	$97,742	001	03201	530340	October 1, 2024 - September 30, 2025
Florida Keys Area Health Education Center (AHEC)	Provide facilities and services related to health-related services for children and health education.	$195,000	001	03239	530340	October 1, 2024 - September 30, 2025
Florida Keys Children's Shelter	Provide facilities and services for shelter and counseling to youth and families.	$150,000	001	03235	530340	October 1, 2024 - September 30, 2025
Florida Keys Healthy Start Coalition	Provide facilities and services for financial assistance with pre-natal care for uninsured and under-insured pregnant women.	$110,000	001	03242	530340	October 1, 2024 - September 30, 2025
Florida Keys Outreach Coalition (FKOC)	Provide facilities and services such as shelter, transitional housing, case management and referrals for homeless individuals and families.	$110,000	001	03206	530340	October 1, 2024 - September 30, 2025
Good Health Clinic	Provide facilities and services for health care for disadvantaged persons living in Monroe County.	$100,000	001	03226	530340	October 1, 2024 - September 30, 2025
Grace Jones Day Care Center	Provide facilities and services related to provision of educational and nutritional services to disadvantaged children.	$60,000	001	03224	530340	October 1, 2024 - September 30, 2025
Guidance/Care Center - The Heron, Assisted Living Facility Program	Provide facilities and services such as mental health support, transportation and supervision.	$45,000	001	03259	530340	October 1, 2024 - September 30, 2025

FY2025 HSAB Funding Recommendations

Applicants	Scope of Service	FY25 Amount Awarded	Fund	Cost Center	Account	Service Dates
Heart of the Keys/Marathon Recreation Center	Provide facilities and services for activities for the wholesome development of youths' personal, social, physical, and emotional growth.	$50,000	001	03253	530340	October 1, 2024 - September 30, 2025
Independence Cay	Provide facilities and services related to provision of a community soup kitchen, transitional housing program and referrals to support services for homeless persons.	$45,000	001	03247	530340	October 1, 2024 - September 30, 2025
Key West Community Sailing Center	Provide sailing education for disadvantaged youths.	$25,000	001	03266	530340	October 1, 2024 - September 30, 2025
Keys Area Interdenominational Resources (KAIR)	Provide facilities and services for supportive services for disadvantaged persons living in Monroe County.	$45,000	001	03243	530340	October 1, 2024 - September 30, 2025
Keys to Be the Change	Provide facilities and services for youth such as the provision of violence and substance abuse prevention, academic and mentoring activities, youth leadership and other programs.	$42,000	001	03262	530340	October 1, 2024 - September 30, 2025
Kids Come First in the Florida Keys	Provide facilities and services for disadvantaged children such as the provision of clothing, school supplies, and other items.	$37,742	001	03260	530340	October 1, 2024 - September 30, 2025
Literacy Volunteers of America	Provide facilities and services for literacy training.	$45,000	001	03205	530340	October 1, 2024 - September 30, 2025
Monroe Association of ReMARCable Citizens, Inc. (MARC)	Provide facilities and services for intellectually disabled citizens.	$205,000	001	03232	530340	October 1, 2024 - September 30, 2025
Presents in Paradise	Provide clothing, educational tools, musical instruments, and athletic equipment, fulfilling Christmas holiday wish lists for disadvantaged children .	$5,000	001	03273	530340	October 1, 2024 - September 30, 2025
Rural Health Network of Monroe County (RHN)	Provide medical and oral health care services	$15,000	001	03251	530340	October 1, 2024 - September 30, 2025
Samuel's House	Provide facilities and services for women and children's housing and support.	$110,000	001	03214	530340	October 1, 2024 - September 30, 2025
Special Olympics of	Provision of health programs, fitness activities, sports, and non-competitive programs for persons with intellectual or developmental disabilities	$27,742	001	03269	530340	October 1, 2024 - September 30, 2025
Star of the Sea Foundation	Provide facilities and services related to provision of a certified food pantry for disadvantaged persons.	$90,000	001	03246	530340	October 1, 2024 - September 30, 2025
The Hammock House at St. Columba	Provide free of charge aftercare and summer camp services.	$5,000	001	03274	530340	October 1, 2024 - September 30, 2025

FY2025 HSAB Funding Recommendations

Applicants	Scope of Service	FY25 Amount Awarded	Fund	Cost Center	Account	Service Dates
Wesley House Family Services	Provide facilities and services for child care.	$113,000	001	03236	530340	October 1, 2024 - September 30, 2025
Womankind	Provide facilities and services for health care for women.	$160,000	001	03215	530340	October 1, 2024 - September 30, 2025
	Total	**$2,203,226**				

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Budget Meeting Meeting
September 11, 2024
Agenda Item Number: B4
2023-2910

BULK ITEM: Yes

DEPARTMENT: Budget and Finance

TIME APPROXIMATE:
No

STAFF CONTACT: Andrew Roltsch

AGENDA ITEM WORDING:

Approval of Fiscal Year 2025 contract with Florida Keys Healthy Start Coalition funded by the Board of County Commissioners through recommendations of the Human Services Advisory Board (HSAB) totaling $110,000.

ITEM BACKGROUND:

The Human Services Advisory Board (HSAB) met on June 10, 2024 and made funding recommendations to the BOCC. Attached are the funding recommendations for FY2025 (October 1, 2024 – September 30, 2025).

The Agreement with the Florida Keys Healthy Start Coalition is attached.

This Agreement is being separately approved from other HSO agreements to address a voting conflict.

PREVIOUS RELEVANT BOCC ACTION:

The FY2024 HSAB Budget ($2,203,225) was approved by the BOCC on September 20, 2023, during the adoption of the final Operating Budget for Fiscal Year 2024.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Contract - Healthy Start FY25.pdf
FY2025 Funding Recommendations - BOCC - Healthy Start.pdf

FINANCIAL IMPACT:

Source	Memo	Amount	Timing
001-03242 · Florida Keys Healthy Start Coalition		$110,000.00	9/11/2024

AGREEMENT

This Agreement is made and entered into this 11th day of September 2024, between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, hereinafter referred to as "Board" or "County," and **Florida Keys Healthy Start Coalition, Inc**., hereinafter referred to as "PROVIDER."

WHEREAS, the PROVIDER is a not-for-profit corporation established for the provision of financial assistance for pre-natal care for uninsured and under-insured pregnant women in Monroe County, and

WHEREAS, it is a legitimate public purpose to provide financial assistance for pre-natal care for uninsured and under-insured pregnant women in Monroe County, now, therefore,

IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

FUNDING

1. AMOUNT OF AGREEMENT. The Board, in consideration of the PROVIDER substantially and satisfactorily performing and providing financial assistance with pre-natal care for uninsured and under-insured pregnant women living in Monroe County, Florida, as provided for in this Agreement, shall pay to the PROVIDER the sum of **ONE HUNDRED TEN THOUSAND AND NO/100 DOLLARS ($110,000.00)** for fiscal year 2025.

2. TERM. This Agreement shall commence on **October 1, 2024, and terminate September 30, 2025**, unless earlier terminated pursuant to other provisions herein.

3. PAYMENT. Payment will be made periodically, no less than quarterly but no more frequently than monthly, as hereinafter set forth. Reimbursement requests shall include items paid by the PROVIDER within 120 days of payment by the PROVIDER. Reimbursement requests will be submitted to the Board via the Office of Management and Budget. Reimbursement request and supporting documentation must be acceptable to the Clerk's Finance Office. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursal of funds. The County shall only reimburse, subject to the funded amounts below, those reimbursable expenses which are reviewed and approved as complying with Monroe County Code of Ordinances, State laws and regulations and Attachment A - Expense Reimbursement Requirements. Evidence of payment by the PROVIDER shall be in the form of a letter, summarizing the expenses, with supporting documentation attached. **(The Office of Management and Budget may accept Reimbursement Requests electronically, but only when submitted and formatted in a PDF file with cover letter and attachments together in one (1) file.)** The PROVIDER agrees to submit hard copies of Reimbursement Request and supporting documentation upon request. The letter should contain a notarized certification statement. An example of a reimbursement request cover letter is included as Attachment B. The organization's final invoice must be received within thirty days after the termination date of this contract shown in Article 2 above.

After the Clerk of the Board examines and approves the request for reimbursement, the Board shall reimburse the PROVIDER. However, the total of said reimbursement expense payments in the aggregate sum shall not exceed the total amount shown in Article 1, above, during the term of this agreement.

4. AVAILABILITY OF FUNDS. If funds cannot be obtained or cannot be continued at a level sufficient to allow for continued reimbursement of expenditures for services specified herein, this agreement may be terminated immediately at the option of the Board by written notice of termination delivered to the PROVIDER. The Board shall not be obligated to pay for any services

or goods provided by the PROVIDER after the PROVIDER has received written notice of termination, unless otherwise required by law.

5. PURCHASE OF PROPERTY. All property, whether real or personal, purchased with funds provided under this agreement, shall become the property of Monroe County and shall be accounted for pursuant to statutory requirements. Funding under this agreement shall not be used to purchase capital assets.

RECORDKEEPING

6. RECORDS AND RIGHT TO AUDIT. PROVIDER shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of ten (10) years from the termination of this agreement. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for ten (10) years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to PROVIDER pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the PROVIDER, the PROVIDER shall repay the monies together with interest calculated pursuant to Sec. 55.03, Florida Statutes, running from the date the monies were paid by the COUNTY.

Right to Audit. *Availability of Records*. The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and if applicable trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by County or the Monroe County Office of the Clerk of Court and Comptroller (hereinafter referred to as "County Clerk") to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in County's or the County Clerk's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by County's representative and/or agents or the County Clerk. County or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors' representatives. All records shall be kept for ten (10) years after Final Completion of the Project. The County Clerk possesses the independent authority to conduct an audit of Records, assets, and activities relating to this Project. If any auditor employed by the Monroe County or County Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, F.S., running form the date, the monies were paid to Contractor. The *right to audit* provisions survives the termination of expiration of this Agreement.

In addition, if PROVIDER is required to provide an audit as set forth in in Section 8(e) below, the audit shall be prepared by an independent certified public accountant (CPA) with a current license, in good standing with the Florida State Board of Accountancy.

7. PUBLIC ACCESS. The County and PROVIDER shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and PROVIDER in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by PROVIDER.

8. COMPLIANCE WITH COUNTY GUIDELINES. The PROVIDER must furnish to the County the following (items (a)-(j) must be provided prior to the payment of any invoices):

(a) IRS Letter of Determination and GUIDESTAR printout indicating current 501(c)(3) status;
(b) Proof of registration with the Florida Department of Agriculture, as required by Florida Statute 496.405, and the Florida Department of State, as require by Florida Statute 617.01201, or proof of exemption from registration as per Florida Statute 496.406.
(c) List of the Organization's Board of Directors of which there must be at least 5 and for each board member please indicate when elected to serve and the length of term of service;
(d) Evidence of annual election of Officers and Directors/Directors At-Large or bi-annual election of Officers and Directors/Directors At-Large as applicable;
(e) Unqualified audited financial statements from the most recent fiscal year for all organizations that expend $150,000 a year or more; if qualified, include a statement of deficiencies with corrective actions recommended/taken; audit shall be prepared by an independent certified public accountant (CPA) with a current license, in good standing with the Florida State Board of Accountancy. If the PROVIDER receives $100,000 or more in grant funding from the County:
    a. The CPA that prepares the audit must also be a member of the American Institute of Certified Public Accountants (AICPA);
    b. The CPA must maintain malpractice insurance covering the audit services provided and
    c. The County shall be considered an "intended recipient" of said audit.
(f) Copy of a filed IRS Form 990 from most recent fiscal year with all attached schedules;
(g) Organization's Corporate Bylaws, which must include the organization's mission, board and membership composition, and process for election of officers;
(h) Organization's Policies and Procedures Manual which must include hiring policies for all staff, drug and alcohol-free workplace provisions, and equal employment opportunity provisions;
(i) Specific description or list of services to be provided under this contract with this grant (see Attachment C);
(j) Annual Performance Report describing services rendered during the most recently completed grant period (to be furnished within 30 days after the contract end date.) The performance report shall include statistical information regarding the types and frequencies of services provided, a profile of clients (including residency) and numbers served, and outcomes achieved (see Attachment G); If Grantee fails to submit any monthly / quarterly reimbursement request or the annual performance report, the Grantee will be disqualified from applying for grant funding in the next fiscal year;
(k) Cooperation with County monitoring visits that the County may request during the contract year; and
(l) Other reasonable reports and information related to compliance with applicable laws, contract provisions and the scope of services that the County may request during the contract year.

COUNTY FORMS

By signing this Agreement, GRANTEE has sworn or affirmed to the following requirements as set forth in the Ethics Statement and non-collusion affidavit, as set forth in more detail in this Agreement.

9. ETHICS CLAUSE. By signing this Agreement, the GRANTEE warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

10. NON-COLLUSION AFFIDAVIT. GRANTEE by signing this Agreement, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the firm of GRANTEE, the bidder making the Proposal for the project described in the Scope of Work and that I executed the said proposal with full authority to do so; the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition; the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

11. AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES. Grantee under penalty of perjury attests that Grantee does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Grantee, I certify under penalties of perjury that Grantee does not use coercion for labor or services in accordance with Section 787.06. Additionally, Grantee has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

RESPONSIBILITIES

12. SCOPE OF SERVICES AND REIMBURSEMENT REQUEST. The PROVIDER, for the consideration named, covenants and agrees with the Board to substantially and satisfactorily perform and provide the services outlined in Attachment C to residents of Monroe County, Florida. **If Grantee fails to submit any monthly / quarterly reimbursement request or the annual performance report, the Grantee will be disqualified from applying for grant funding in the next fiscal year.**

13. ATTORNEY'S FEES AND COSTS. The County and PROVIDER agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

14. BINDING EFFECT. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and PROVIDER and their respective legal representatives, successors, and assigns.

15. CODE OF ETHICS. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

16. NO SOLICITATION/PAYMENT. The County and PROVIDER warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the PROVIDER agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

17. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the PROVIDER is an independent contractor and not an employee of the Board. No statement contained in this agreement shall be construed so as to find the PROVIDER or any of its employees, contractors, servants or agents to be employees of the Board.

COMPLIANCE ISSUES

18. COMPLIANCE WITH LAW. In providing all services pursuant to this agreement, the PROVIDER shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the PROVIDER.

19. PROFESSIONAL RESPONSIBILITY AND LICENSING. The PROVIDER shall assure that all professionals have current and appropriate professional licenses and professional liability insurance coverage. Funding by the Board is contingent upon retention of appropriate local, state and/or federal certification and/or licensure of the PROVIDER'S program and staff.

20. NON-DISCRIMINATION. The COUNTY and PROVIDER agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The COUNTY and PROVIDER agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibits discrimination in employment

on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 12101), as amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

AMENDMENTS, CHANGES, AND DISPUTES

21. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the services and/or reimbursement of services shall be accomplished by an amendment, which must be approved in writing by the County.

23. ADJUDICATION OF DISPUTES OR DISAGREEMENTS. County and PROVIDER agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. The PROVIDER and County staff shall try to resolve the claim or dispute with meet and confer sessions to be commenced within 30 days of the dispute or claim. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this agreement or by Florida law. Any claims or dispute that the parties cannot resolve shall be decided by the Circuit Court, 16th Judicial Circuit, Monroe County, Florida.

23. COOPERATION. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and PROVIDER agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and PROVIDER specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

ASSURANCES

24. COVENANT OF NO INTEREST. County and PROVIDER covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

25. NO ASSIGNMENT. The PROVIDER shall not assign this agreement except in writing and with the prior written approval of the Board, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This agreement shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions herein. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the Board in addition to the total agreed upon reimbursement amount for the services of the PROVIDER.

26. NON-WAIVER OF IMMUNITY. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the PROVIDER in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

27. ATTESTATIONS. PROVIDER agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

28. AUTHORITY. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

INDEMNITY ISSUES

29. INDEMNIFICATION AND HOLD HARMLESS. The PROVIDER covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims and causes of action for medical malpractice, medical negligence, bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the PROVIDER occasioned by the negligence, errors, or other wrongful act or omission of the PROVIDER'S employees, agents, or volunteers.

30. PRIVILEGES AND IMMUNITIES. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

31. NO PERSONAL LIABILITY. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

32. LEGAL OBLIGATIONS AND RESPONSIBILITIES: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

33. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the PROVIDER agree that neither the County nor the PROVIDER or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

GENERAL

34. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

35. NOTICE. Any notice required or permitted under this agreement shall be in writing and hand-delivered or mailed, postage pre-paid, by certified mail, return receipt requested, to the other party as follows:

For Board:

Grants Administrator
1100 Simonton Street
Key West, FL 33040

and

Monroe County Attorney
PO Box 1026
Key West, FL 33041

For PROVIDER

Arianna Nesbitt, Chief Executive Officer
Florida Keys Healthy Start Coalition, Inc.
PO Box 6166
Key West, FL 33041
Phone: (305) 293-8424
Email: ceo@KeysHealthyStart.org

36. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and PROVIDER agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The County and PROVIDER agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

37. NON-WAIVER. Any waiver of any breach of covenants herein contained to be kept and performed by the PROVIDER shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Board from declaring a forfeiture for any succeeding breach, either of the same conditions or covenants or otherwise.

38. SEVERABILITY. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and PROVIDER agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

39. CLAIMS FOR FEDERAL OR STATE AID: PROVIDER and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement. Any conditions imposed as a result of funding that effect the Scope of Services will be provided to each party.

40. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the PROVIDER and the Board.

[THIS SPACE INTENTIONALLY LEFT BLANK WITH SIGNATORY PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first written above.

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By_____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By_____
Mayor/Chairman

Witness

Witness

Florida Keys Healthy Start Coalition, Inc.

(Federal ID No. 65-0051482)

By_____
Chief Executive Officer

ATTACHMENT A

EXPENSE REIMBURSEMENT REQUIREMENTS

This document is intended to provide basic guidelines to Human Service and Community-Based Organizations, county travelers, and contractual parties who have reimbursable expenses associated with Monroe County business. These guidelines, as they relate to travel, are from the Monroe County Code of Ordinances and State laws and regulations.

Provide documentation of number of clients served and explanation of measurable outcomes described in Q.29, of the FY2025 application submitted to the HSAB, that were achieved during the billing period.

For reimbursement of Payroll and/or fees for services, the Provider shall provide supporting documentation to substantiate that the work performed was for services as set forth in Attachment C (sign-in log from clients served, a detailed work log with services rendered and client(s) served for that time period as indicated above)

A cover letter (see Attachment B) summarizing the major line items on the reimbursable expense request needs to also contain the following notarized certified statement:

"I certify that the above checks have been submitted to the vendors as noted and that the attached expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source."

The notary public is subject to the provisions of Chapter 117, Florida Statutes, must use a certificate in substantially the following form in notarizing a tangible or an electronic record.

TO BE COMPLETED BY NOTARY *(in accordance with State notary requirements)*

State of _____

County of _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____day of _____ (month), _____ (year), by _____ (name of officer or agent, title of officer or agent) of _____ (name of entity).

_____ Personally Known

_____ Produced Identification: Type of ID and Number on ID_____

(SEAL)

_____
Signature of Notary

_____
Name of Notary *(Typed, Stamped or Printed)*

Notary Public, State of _____

Invoices should be billed to the contracting agency. Third party payments will not be considered for reimbursement. Remember, the expense should be paid prior to requesting a reimbursement.

Only current charges will be considered, no previous balances.

Reimbursement requests will be monitored in accordance with the level of detail in the contract. This document should not be considered all-inclusive. The Clerk's Finance Department reserves the right to review reimbursement requests on an individual basis. Any questions regarding these guidelines should be directed to 305-292-3534.

Data Processing, PC Time, etc.
The vendor invoice is required for reimbursement. Inter-company allocations are not considered reimbursable expenditures unless appropriate payroll journals for the charging department are attached and certified.

Payroll
A certified statement verifying the accuracy and authenticity of the payroll expense is needed. If a Payroll Journal is provided, it should include: dates, employee name, salary or hourly rate, total hours worked, withholding information and paid payroll taxes, check number and check amount. If a Payroll Journal is not provided, the following information must be provided: pay period, check amount, check number, date, payee, and support for applicable paid payroll taxes. Payroll and/or fees for services requests for reimbursement shall include the supporting documentation as detailed above. The Clerk may request further documentation to verify and substantiate that the payment request for payroll and/or fees for services relates to the services provided as set forth in Attachment C.

Postage, Overnight Deliveries, Courier, etc.
A log of all postage expenses as they relate to the County contract is required for reimbursement. For overnight or express deliveries, the vendor invoice must be included.

Rents, Leases, etc.
A copy of the rental or lease agreement is required. Deposits and advance payments are not allowable expenses.

Reproductions, Copies, etc.
A log of copy expenses as they relate to the County contract is required for reimbursement. The log must define the date, number of copies made, source document, purpose, and recipient. A reasonable fee for copy expenses will be allowable. For vendor services, the vendor invoice and a sample of the finished product are required.

Supplies, Services, etc.
For supplies or services ordered, a vendor invoice is required.

Telefax, Fax, etc.
A fax log is required. The log must define the sender, the intended recipient, the date, the number called, and the reason for sending the fax.

Telephone Expenses
A user log of pertinent information must be remitted including: the party called, the caller, the telephone number, the date, and the purpose of the call.

Travel and Meal Expenses
Travel expenses must be submitted on a State of Florida Voucher for Reimbursement of Travel Expenses. Travel reimbursement requests must be submitted and will be paid in accordance with Monroe County Code of Ordinances and State laws and regulations. Credit card statements are not acceptable documentation for reimbursement. If attending a conference or meeting, a copy of the agenda is needed. Airfare reimbursement requires the original passenger receipt portion of the airline ticket. A travel itinerary is appreciated to facilitate the audit trail. Auto rental reimbursement requires the vendor invoice. Fuel purchases should be documented with paid receipts. Taxis are not reimbursed if taken to arrive at a departure point: for example, taking a taxi from one's

residence to the airport for a business trip is not reimbursable. Parking is considered a reimbursable travel expense at the destination. Airport parking during a business trip is not.

A detailed list of charges is required on the lodging invoice. Balance due must be zero. Room must be registered and paid for by traveler. The County will only reimburse the actual room and related bed tax. Room service, movies, and personal telephone calls are not allowable expenses.

Mileage reimbursement shall be at the rate established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. An odometer reading must be included on the state travel voucher for vicinity travel. Mileage is not allowed from a residence or office to a point of departure. For example, driving from one's home to the airport for a business trip is not a reimbursable expense.

Meal reimbursement shall be at the rates established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. Meal guidelines state that travel must begin prior to 6 a.m. for breakfast reimbursement, before noon and end after 2 p.m. for lunch reimbursement, and before 6 p.m. and end after 8 p.m. for dinner reimbursement.

Non-allowable Expenses
The following expenses are not allowable for reimbursement: capital outlay expenditures (unless specifically included in the contract), contributions, depreciation expenses (unless specifically included in the contract), entertainment expenses, fundraising, non-sufficient check charges, penalties and fines.

ATTACHMENT B

ORGANIZATION
LETTERHEAD

Monroe County Board of County Commissioners
Finance Department
500 Whitehead Street
Key West, FL 33040

Date

The following is a summary of the expenses for (Organization name) for the time period of___ to ___.

Check #	Payee	Reason	Amount
101	Company A	Rent	$ X,XXX.XX
102	Company B	Utilities	XXX.XX
104	Employee A	P/R ending 05/14/01	XXX.XX
105	Employee B	P/R ending 05/28/01	XXX.XX
(A)	Total		$ X,XXX.XX
(B)	Total prior payments		$ X,XXX.XX
(C)	Total requested and paid (A + B)		$ X,XXX.XX
(D)	Total contract amount		$ X,XXX.XX
	Balance of contract (D-C)		$ X,XXX.XX

I certify that the above checks have been submitted to the vendors as noted and that the expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source.

_____
Chief Executive Officer

Attachments (supporting documentation)

TO BE COMPLETED BY NOTARY *(in accordance with State notary requirements)*

State of _____

County of _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____day of _____ (month), _____ (year), by _____ (name of officer or agent, title of officer or agent) of _____ (name of entity).

_____ Personally Known

_____ Produced Identification: Type of ID and Number on ID_____

(SEAL)

_____
Signature of Notary

_____
Name of Notary *(Typed, Stamped or Printed)*

Notary Public, State of _____

ATTACHMENT C

Specific description and list of services to be provided under this contract:

HSAB funds will partially cover the cost of providing vital solutions to barriers in health care services for families in the Keys.
Healthy Babies Program provides services including:

1. Each Healthy Babies prenatal care client receives ten prenatal doctor visits and one postpartum follow-up including all required lab work
2. Clients that request and qualify for Certified Labor Doula services will receive support during their pregnancy, birth, and at a minimum up to 8 weeks postpartum
3. Healthy Babies PMAD mental health services client receives up to 8 sessions of individualized therapy - additional sessions may be added if approved necessary by the provider
4. Healthy Babies PMAD mental health prevention groups will be available for families
5. Healthy Babies clients in need of transportation assistance will receive safe van transportation to and from their essential prenatal, postpartum, and infant wellness appointments both in and outside of Monroe County
6. Healthy Babies clients in need of breastfeeding support will have access to one of our quarterly donation-based classes and/or five individual sessions with one of our Certified Lactation Counselors
7. Healthy Babies clients experiencing loss will have individual sessions (case-by-case amount based on need) with our Certified Bereavement Doula
8. Five Certified Postpartum Doulas will be trained to expand our capacity to provide support to families directly after their baby is born
9. Breastfeeding supplies including medical grade pumps and lactation kits

Measurable Outcomes Include: (HSAB Application Q.30 / Q31)

1. Access to prenatal care for 30 women
2. Access to pregnancy care/labor doula support for 30 women and their 30 infant children
3. Access to individual mental health services for up to 40 parents experiencing PMAD
4. Access to 100 hours of group mental health services for PMAD prevention
5. Access to transportation for up to 15 pregnant women and their 15 infant children
6. Access to breastfeeding support for up to 40 pregnant women and their 40 infants
7. Access to bereavement doula support for up to 5-10 families
8. Five new postpartum doulas trained
9. Three new labor doulas trained

FKHSC will track a client's progress through the birth of her baby and first postpartum visit with records received from the physician as well as the Healthy Start Care Coordinator. The success of the program in one-on-one or group settings will be measured by continued health screenings, as well as a return to pre-pregnancy mental wellness. Transportation success will be measured by women and infants no longer missing their medical appointments. Childbirth education, breastfeeding support, and doula service support will be measured by a decrease in medically complicated pregnancies and births as well as a decrease in PMAD, and increase in parent participation in our other programs.

Budget Categories Include: (HSAB Application Q.37)

Salaries – Administrative; Payroll Taxes – Administrative; Prenatal/Labor Doula Services; Postpartum Doula Training; Bereavement Doula Training and Services; PMAD Mental Health Services and Support; Fuel to Transport to Medical Appointments; Lactation Training and Support Services, Doula and Lactation Equipment and Supplies; Prenatal/Postnatal Medical Services.

FY2025 Annual Performance Report
For year October 1, 2024 – September 30, 2025

(Report Deadline: October 31, 2025)

Agency Name	
Point of Contact (POC)	
Phone/Email	
Grant Amount	

Per Section 8 of your contract, it is required that you fill out the entire form and answer every question.

Narrative on the FY2025 Performance (i.e. successes, challenges, etc.):

Questions:

1. Please list services and client information below for the program/activities funded by the Monroe County award.

Description of Services	Description of Target Population	Number of Persons in Target Population	Total Number of Client's Served in FY2025
		Total Unduplicated Clients Served	

2. What were the measurable outcomes (including numbers) accomplished in FY2025? Please *base these outcomes on the services you identified in Question #1.*

3. What number and percentage of your clients/participants were at or below the federal poverty level in FY2025; and/or 200%; and/or another standard used by your organization?

4. What area of Monroe County did you serve in FY2025?

5. During FY2025, how many months did you provide program services to (Q.1) clients?

6. How many total FTEs in your organization?

7. How many FTEs worked on the program(s) funded by the FY2025 HSAB award?

8. Volunteers: ____ hours of program service were contributed by _____ volunteers in FY2025.

FY2025 HSAB FINANCIAL REPORT

9. Were all the awarded funds used in FY2025?
    a. If no, please explain:

10. Allocation of FY2025 Award; HSAB Award Amount = $_____

Budget Category	Program Expense (Dollar Amount)	Administrative Expense (Dollar Amount)
Salaries	$0	$0
Fringe	$0	$0
FICA	$0	$0
Independent Contractor(s)	$0	$0
Office Supplies, Telephone, Postage	$0	$0
Utilities	$0	$0
Insurance	$0	$0
Repair & Maintenance	$0	$0
Travel/Transportation	$0	$0
Rent/Association Dues	$0	$0
Client Service/Describe:	$0	$0
Client Service/Describe:	$0	$0
Client Service/Describe:	$0	$0
Client Service/Describe:	$0	$0
Other Expense/Describe:	$0	$0
Other Expense/Describe:	$0	$0
Other Expense/Describe:	$0	$0
Other Expense/Describe:	$0	$0

11. Compensation Detail: Include all persons who receive compensation from the FY2025 HSAB funding (including Independent Contractors)

Employee Name (FName, Last Initial)	Title	Type of Work Performed in Program	Hrs. Worked on Program	Total Charges to Program
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

(Note: If you need more space, you may add additional lines or an addendum.)

12. Did the HSAB funding you received in FY2025 serve as required match for a portion or all funding awarded by another granting agency? If yes, please provide details below:

Amount of HSAB Funding served as Required Match	Name of Grantor that Required Match Funding	Amount Awarded by Grantor***	Grantor Type: Federal, State, Local or Foundation	Grant Type: Competitive or Non-Competitive	Match % Required by the Grantor

****Enter the Amount Awarded by the Grantor regardless of whether HSAB provided 100% of the Required Match.*

For the following questions, please use the number as reported on your FY2025 IRS Form 990. If your FY2025 IRS Form 990 is not yet prepared, please provide an estimate for the following questions.

13. What is your organization's fiscal year?

14. What were your organization's total expenses in FY2025?

15. What was your organization's total revenue in FY2025?

16. What was the organization's total in grants and contracts for FY2025?

17. What was the organization's total donations/fundraising and in-kind in FY2025?

a. Cash Donations/Fundraising:
b. In-kind Donations/Fundraising:

18. What percentage of your expenses are program service expenses[1] versus management and general expenses[2] in FY2025 as reported on your IRS Form 990?

19. Additional Comments, Questions and/or Suggestions:

Email the Annual Performance Report to the Grants Coordinator for Monroe County

[1] Program service expenses are defined as expenses needed to run your programs.

[2] Management and general expenses encompass expenses such as human resources, salaries of those not working directly with programs, legal services, accounting services, insurance expenses, office management, auditing, and other centralized services.

FY2025 HSAB Funding Recommendations

Applicants	Scope of Service	FY25 Amount Awarded	Fund	Cost Center	Account	Service Dates
A Positive Step of Monroe County	Provision of a Fatherhood Initiative program	$55,000	001	03257	530340	October 1, 2024 - September 30, 2025
A.H. of Monroe County (AHI)	Provide facilities and services for a RN-Intensive Case Management within a home and community setting.	$100,000	001	03225	530340	October 1, 2024 - September 30, 2025
Anchors Aweigh Club	Provide facilities and services for substance abuse services.	$15,000	001	03255	530340	October 1, 2024 - September 30, 2025
Autism Society of the Keys	Provide facilities and services to children and families affected by autism.	$45,000	001	03263	530340	October 1, 2024 - September 30, 2025
Boys & Girls Club	Provide facilities and services for activities for the wholesome development of youths' personal, social, physical, and emotional growth.	$85,000	001	03241	530340	October 1, 2024 - September 30, 2025
Burton Memorial United Methodist Church	Provide facilities and services for provision of a food pantry for disadvantaged persons.	$15,000	001	03256	530340	October 1, 2024 - September 30, 2025
Domestic Abuse Shelter of the Florida Keys	Provide facilities and services for comprehensive services for individuals and families experiencing domestic and sexual abuse.	$97,742	001	03201	530340	October 1, 2024 - September 30, 2025
Florida Keys Area Health Education Center (AHEC)	Provide facilities and services related to health-related services for children and health education.	$195,000	001	03239	530340	October 1, 2024 - September 30, 2025
Florida Keys Children's Shelter	Provide facilities and services for shelter and counseling to youth and families.	$150,000	001	03235	530340	October 1, 2024 - September 30, 2025
Florida Keys Healthy Start Coalition	Provide facilities and services for financial assistance with pre-natal care for uninsured and under-insured pregnant women.	$110,000	001	03242	530340	October 1, 2024 - September 30, 2025
Florida Keys Outreach Coalition (FKOC)	Provide facilities and services such as shelter, transitional housing, case management and referrals for homeless individuals and families.	$110,000	001	03206	530340	October 1, 2024 - September 30, 2025
Good Health Clinic	Provide facilities and services for health care for disadvantaged persons living in Monroe County.	$100,000	001	03226	530340	October 1, 2024 - September 30, 2025
Grace Jones Day Care Center	Provide facilities and services related to provision of educational and nutritional services to disadvantaged children.	$60,000	001	03224	530340	October 1, 2024 - September 30, 2025
Guidance/Care Center - The Heron, Assisted Living Facility Program	Provide facilities and services such as mental health support, transportation and supervision.	$45,000	001	03259	530340	October 1, 2024 - September 30, 2025

FY2025 HSAB Funding Recommendations

Applicants	Scope of Service	FY25 Amount Awarded	Fund	Cost Center	Account	Service Dates
Heart of the Keys/Marathon Recreation Center	Provide facilities and services for activities for the wholesome development of youths' personal, social, physical, and emotional growth.	$50,000	001	03253	530340	October 1, 2024 - September 30, 2025
Independence Cay	Provide facilities and services related to provision of a community soup kitchen, transitional housing program and referrals to support services for homeless persons.	$45,000	001	03247	530340	October 1, 2024 - September 30, 2025
Key West Community Sailing Center	Provide sailing education for disadvantaged youths.	$25,000	001	03266	530340	October 1, 2024 - September 30, 2025
Keys Area Interdenominational Resources (KAIR)	Provide facilities and services for supportive services for disadvantaged persons living in Monroe County.	$45,000	001	03243	530340	October 1, 2024 - September 30, 2025
Keys to Be the Change	Provide facilities and services for youth such as the provision of violence and substance abuse prevention, academic and mentoring activities, youth leadership and other programs.	$42,000	001	03262	530340	October 1, 2024 - September 30, 2025
Kids Come First in the Florida Keys	Provide facilities and services for disadvantaged children such as the provision of clothing, school supplies, and other items.	$37,742	001	03260	530340	October 1, 2024 - September 30, 2025
Literacy Volunteers of America	Provide facilities and services for literacy training.	$45,000	001	03205	530340	October 1, 2024 - September 30, 2025
Monroe Association of ReMARCable Citizens, Inc. (MARC)	Provide facilities and services for intellectually disabled citizens.	$205,000	001	03232	530340	October 1, 2024 - September 30, 2025
Presents in Paradise	Provide clothing, educational tools, musical instruments, and athletic equipment, fulfilling Christmas holiday wish lists for disadvantaged children .	$5,000	001	03273	530340	October 1, 2024 - September 30, 2025
Rural Health Network of Monroe County (RHN)	Provide medical and oral health care services	$15,000	001	03251	530340	October 1, 2024 - September 30, 2025
Samuel's House	Provide facilities and services for women and children's housing and support.	$110,000	001	03214	530340	October 1, 2024 - September 30, 2025
Special Olympics of	Provision of health programs, fitness activities, sports, and non-competitive programs for persons with intellectual or developmental disabilities	$27,742	001	03269	530340	October 1, 2024 - September 30, 2025
Star of the Sea Foundation	Provide facilities and services related to provision of a certified food pantry for disadvantaged persons.	$90,000	001	03246	530340	October 1, 2024 - September 30, 2025
The Hammock House at St. Columba	Provide free of charge aftercare and summer camp services.	$5,000	001	03274	530340	October 1, 2024 - September 30, 2025

FY2025 HSAB Funding Recommendations

Applicants	Scope of Service	FY25 Amount Awarded	Fund	Cost Center	Account	Service Dates
Wesley House Family Services	Provide facilities and services for child care.	$113,000	001	03236	530340	October 1, 2024 - September 30, 2025
Womankind	Provide facilities and services for health care for women.	$160,000	001	03215	530340	October 1, 2024 - September 30, 2025
	Total	**$2,203,226**				

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Budget Meeting Meeting
September 11, 2024
Agenda Item Number: B5
2023-2909

BULK ITEM: Yes

DEPARTMENT: Budget and Finance

TIME APPROXIMATE:

STAFF CONTACT: Andrew Roltsch

AGENDA ITEM WORDING:

Approval of Fiscal Year 2025 contract with Florida Keys Area Health Education Center (AHEC) funded by the Board of County Commissioners through recommendations of the Human Services Advisory Board (HSAB) totaling $195,000.

ITEM BACKGROUND:
The Human Services Advisory Board (HSAB) met on June 10, 2024 and made funding recommendations to the BOCC. Attached are the funding recommendations for FY2025 (October 1, 2024 – September 30, 2025). The Agreement with the Florida Keys Area Health Education Center (AHEC) is attached. This Agreement is being separately approved from other HSO agreements to address a voting conflict.

PREVIOUS RELEVANT BOCC ACTION:

The FY2024 HSAB Budget ($2,203,225.00) was approved by the BOCC on September 20, 2023, during the adoption of the final Operating Budget for Fiscal Year 2024.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Contract - AHEC FY25.pdf
FY2025 Funding Recommendations - BOCC - AHEC.pdf

FINANCIAL IMPACT:

Source	Memo	Amount	Timing
001-03239 FL KEYS AREA	Florida Keys Area Health Education Center (AHEC)	$195,000.00	09/11/2024

AGREEMENT

This Agreement is made and entered into this 11th day of September 2024, between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, hereinafter referred to as "Board" or "County," and **Florida Keys Area Health Education Center, Inc**., hereinafter referred to as "PROVIDER."

WHEREAS, the PROVIDER is a not-for-profit corporation established for the provision of health-related services for children and health education, and

WHEREAS, it is a legitimate public purpose to provide health-related services for children and health education, now, therefore,

IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

FUNDING

1. AMOUNT OF AGREEMENT. The Board, in consideration of the PROVIDER substantially and satisfactorily performing and provide health-related services for persons living in Monroe County, Florida, as provided for in this Agreement, shall pay to the PROVIDER the sum of **ONE HUNDRED NINETY-FIVE THOUSAND AND NO/100 DOLLARS ($195,000.00)** for fiscal year 2025.

2. TERM. This Agreement shall commence on **October 1, 2024, and terminate September 30, 2025**, unless earlier terminated pursuant to other provisions herein.

3. PAYMENT. Payment will be made periodically, no less than quarterly but no more frequently than monthly, as hereinafter set forth. Reimbursement requests shall include items paid by the PROVIDER within 120 days of payment by the PROVIDER. Reimbursement requests will be submitted to the Board via the Office of Management and Budget. Reimbursement request and supporting documentation must be acceptable to the Clerk's Finance Office. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursal of funds. The County shall only reimburse, subject to the funded amounts below, those reimbursable expenses which are reviewed and approved as complying with Monroe County Code of Ordinances, State laws and regulations and Attachment A - Expense Reimbursement Requirements. Evidence of payment by the PROVIDER shall be in the form of a letter, summarizing the expenses, with supporting documentation attached. (**(The Office of Management and Budget may accept Reimbursement Requests electronically, but only when submitted and formatted in a PDF file with cover letter and attachments together in one (1) file.)** The PROVIDER agrees to submit hard copies of Reimbursement Request and supporting documentation upon request. The letter should contain a notarized certification statement. An example of a reimbursement request cover letter is included as Attachment B. The organization's final invoice must be received within thirty days after the termination date of this contract shown in Article 2 above.

After the Clerk of the Board examines and approves the request for reimbursement, the Board shall reimburse the PROVIDER. However, the total of said reimbursement expense payments in the aggregate sum shall not exceed the total amount shown in Article 1, above, during the term of this agreement.

4. AVAILABILITY OF FUNDS. If funds cannot be obtained or cannot be continued at a level sufficient to allow for continued reimbursement of expenditures for services specified herein, this agreement may be terminated immediately at the option of the Board by written notice of termination delivered to the PROVIDER. The Board shall not be obligated to pay for any services

or goods provided by the PROVIDER after the PROVIDER has received written notice of termination, unless otherwise required by law.

5. PURCHASE OF PROPERTY. All property, whether real or personal, purchased with funds provided under this agreement, shall become the property of Monroe County, and shall be accounted for pursuant to statutory requirements. Funding under this agreement shall not be used to purchase capital assets.

RECORDKEEPING

6. RECORDS AND RIGHT TO AUDIT. PROVIDER shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of ten (10) years from the termination of this agreement. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for ten (10) years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to PROVIDER pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the PROVIDER, the PROVIDER shall repay the monies together with interest calculated pursuant to Sec. 55.03, Florida Statutes, running from the date the monies were paid by the COUNTY.

Right to Audit. *Availability of Records*. The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and if applicable trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by County or the Monroe County Office of the Clerk of Court and Comptroller (hereinafter referred to as "County Clerk") to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in County's or the County Clerk's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by County's representative and/or agents or the County Clerk. County or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors' representatives. All records shall be kept for ten (10) years after Final Completion of the Project. The County Clerk possesses the independent authority to conduct an audit of Records, assets, and activities relating to this Project. If any auditor employed by the Monroe County or County Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, F.S., running form the date, the monies were paid to Contractor. The *right to audit* provisions survives the termination of expiration of this Agreement.

In addition, if PROVIDER is required to provide an audit as set forth in in Section 8(e) below, the audit shall be prepared by an independent certified public accountant (CPA) with a current license, in good standing with the Florida State Board of Accountancy.

7. PUBLIC ACCESS. The County and PROVIDER shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the

County and PROVIDER in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by PROVIDER.

8. COMPLIANCE WITH COUNTY GUIDELINES. The PROVIDER must furnish to the County the following (items (a)-(j) must be provided prior to the payment of any invoices):

(a) IRS Letter of Determination and GUIDESTAR printout indicating current 501(c)(3) status;
(b) Proof of registration with the Florida Department of Agriculture, as required by Florida Statute 496.405, and the Florida Department of State, as require by Florida Statute 617.01201, or proof of exemption from registration as per Florida Statute 496.406.
(c) List of the Organization's Board of Directors of which there must be at least 5 and for each board member please indicate when elected to serve and the length of term of service;
(d) Evidence of annual election of Officers and Directors/Directors At-Large or bi-annual election of Officers and Directors/Directors At-Large as applicable;
(e) Unqualified audited financial statements from the most recent fiscal year for all organizations that expend $150,000 a year or more; if qualified, include a statement of deficiencies with corrective actions recommended/taken; audit shall be prepared by an independent certified public accountant (CPA) with a current license, in good standing with the Florida State Board of Accountancy. If the PROVIDER receives $100,000 or more in grant funding from the County:
    a. The CPA that prepares the audit must also be a member of the American Institute of Certified Public Accountants (AICPA);
    b. The CPA must maintain malpractice insurance covering the audit services provided and
    c. The County shall be considered an "intended recipient" of said audit.
(f) Copy of a filed IRS Form 990 from most recent fiscal year with all attached schedules;
(g) Organization's Corporate Bylaws, which must include the organization's mission, board and membership composition, and process for election of officers;
(h) Organization's Policies and Procedures Manual which must include hiring policies for all staff, drug and alcohol-free workplace provisions, and equal employment opportunity provisions;
(i) Specific description or list of services to be provided under this contract with this grant (see Attachment C);
(j) Annual Performance Report describing services rendered during the most recently completed grant period (to be furnished within 30 days after the contract end date.) The performance report shall include statistical information regarding the types and frequencies of services provided, a profile of clients (including residency) and numbers served, and outcomes achieved (see Attachment D); If Grantee fails to submit any monthly / quarterly reimbursement request or the annual performance report, the Grantee will be disqualified from applying for grant funding in the next fiscal year;
(k) Cooperation with County monitoring visits that the County may request during the contract year; and
(l) Other reasonable reports and information related to compliance with applicable laws, contract provisions and the scope of services that the County may request during the contract year.

COUNTY FORMS

By signing this Agreement, GRANTEE has sworn or affirmed to the following requirements as set forth in the Ethics Statement and non-collusion affidavit, as set forth in more detail in this Agreement.

9. ETHICS CLAUSE. By signing this Agreement, the GRANTEE warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may,

in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

10. NON-COLLUSION AFFIDAVIT. GRANTEE by signing this Agreement, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the firm of GRANTEE, the bidder making the Proposal for the project described in the Scope of Work and that I executed the said proposal with full authority to do so; the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition; the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

11. AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES. Grantee under penalty of perjury attests that Grantee does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Grantee, I certify under penalties of perjury that Grantee does not use coercion for labor or services in accordance with Section 787.06. Additionally, Grantee has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

RESPONSIBILITIES

12. SCOPE OF SERVICES AND REIMBURSEMENT REQUEST. The PROVIDER, for the consideration named, covenants, and agrees with the Board to substantially and satisfactorily perform and provide the services outlined in Attachment C to residents of Monroe County, Florida. **If Grantee fails to submit any monthly / quarterly reimbursement request or the annual performance report, the Grantee will be disqualified from applying for grant funding in the next fiscal year.**

13. ATTORNEY'S FEES AND COSTS. The County and PROVIDER agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

14. BINDING EFFECT. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and PROVIDER and their respective legal representatives, successors, and assigns.

15. CODE OF ETHICS. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

16. NO SOLICITATION/PAYMENT. The County and PROVIDER warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the PROVIDER agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

17. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the PROVIDER is an independent contractor and not an employee of the Board. No statement contained in this agreement shall be construed so as to find the PROVIDER or any of its employees, contractors, servants or agents to be employees of the Board.

COMPLIANCE ISSUES

18. COMPLIANCE WITH LAW. In providing all services pursuant to this agreement, the PROVIDER shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the PROVIDER.

19. PROFESSIONAL RESPONSIBILITY AND LICENSING. The PROVIDER shall assure that all professionals have current and appropriate professional licenses and professional liability insurance coverage. Funding by the Board is contingent upon retention of appropriate local, state and/or federal certification and/or licensure of the PROVIDER'S program and staff.

20. NON-DISCRIMINATION. The COUNTY and PROVIDER agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The COUNTY and PROVIDER agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibits discrimination in employment

on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 12101), as amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

AMENDMENTS, CHANGES, AND DISPUTES

21. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the services and/or reimbursement of services shall be accomplished by an amendment, which must be approved in writing by the County.

22. ADJUDICATION OF DISPUTES OR DISAGREEMENTS. County and PROVIDER agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. The PROVIDER and County staff shall try to resolve the claim or dispute with meet and confer sessions to be commenced within 30 days of the dispute or claim. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this agreement or by Florida law. Any claims or dispute that the parties cannot resolve shall be decided by the Circuit Court, 16th Judicial Circuit, Monroe County, Florida.

23. COOPERATION. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and PROVIDER agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and PROVIDER specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

ASSURANCES

24. COVENANT OF NO INTEREST. County and PROVIDER covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

25. NO ASSIGNMENT. The PROVIDER shall not assign this agreement except in writing and with the prior written approval of the Board, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This agreement shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions herein. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the Board in addition to the total agreed upon reimbursement amount for the services of the PROVIDER.

26. NON-WAIVER OF IMMUNITY. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the PROVIDER in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

27. ATTESTATIONS. PROVIDER agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

28. AUTHORITY. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

INDEMNITY ISSUES

29. INDEMNIFICATION AND HOLD HARMLESS. The PROVIDER covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims and causes of action for medical malpractice, medical negligence, bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the PROVIDER occasioned by the negligence, errors, or other wrongful act or omission of the PROVIDER'S employees, agents, or volunteers.

30. PRIVILEGES AND IMMUNITIES. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

31. NO PERSONAL LIABILITY. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

32. LEGAL OBLIGATIONS AND RESPONSIBILITIES: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

33. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the PROVIDER agree that neither the County nor the PROVIDER or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and

apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

GENERAL

34. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

35. NOTICE. Any notice required or permitted under this agreement shall be in writing and hand-delivered or mailed, postage pre-paid, by certified mail, return receipt requested, to the other party as follows:

For Board:

Grants Administrator
1100 Simonton Street
Key West, FL 33040

and

Monroe County Attorney
PO Box 1026
Key West, FL 33041

For PROVIDER

Michael L. Cunningham, Chief Executive Officer
Florida Keys Area Health Education Center, Inc.
5800 Overseas Highway, Suite 38
Marathon, FL 33050
Phone: (305) 743-7111
Email: michael@keysahec.org

36. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and PROVIDER agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The County and PROVIDER agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

37. NON-WAIVER. Any waiver of any breach of covenants herein contained to be kept and performed by the PROVIDER shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Board from declaring a forfeiture for any succeeding breach, either of the same conditions or covenants or otherwise.

38. SEVERABILITY. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and PROVIDER agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

39. CLAIMS FOR FEDERAL OR STATE AID: PROVIDER and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement. Any conditions imposed as a result of funding that effect the Scope of Services will be provided to each party.

40. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the PROVIDER and the Board.

[THIS SPACE INTENTIONALLY LEFT BLANK WITH SIGNATORY PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first written above.

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By_____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By_____
Mayor/Chairman

Witness

Witness

Florida Keys Area Health Education Center, Inc.

(Federal ID No. 65-0183810)

By _____
Chief Executive Officer

ATTACHMENT A

EXPENSE REIMBURSEMENT REQUIREMENTS

This document is intended to provide basic guidelines to Human Service and Community-Based Organizations, county travelers, and contractual parties who have reimbursable expenses associated with Monroe County business. These guidelines, as they relate to travel, are from the Monroe County Code of Ordinances and State laws and regulations.

Provide documentation of number of clients served and explanation of measurable outcomes described in Q.29, of the FY2025 application submitted to the HSAB, that were achieved during the billing period.

For reimbursement of Payroll and/or fees for services, the Provider shall provide supporting documentation to substantiate that the work performed was for services as set forth in Attachment C (sign-in log from clients served, a detailed work log with services rendered and client(s) served for that time period as indicated above)

A cover letter (see Attachment B) summarizing the major line items on the reimbursable expense request needs to also contain the following notarized certified statement:

"I certify that the above checks have been submitted to the vendors as noted and that the attached expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source."

The notary public is subject to the provisions of Chapter 117, Florida Statutes, must use a certificate in substantially the following form in notarizing a tangible or an electronic record.

TO BE COMPLETED BY NOTARY *(in accordance with State notary requirements)*

State of _____

County of _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____day of _____ (month), _____ (year), by _____ (name of officer or agent, title of officer or agent) of _____ (name of entity).

_____ Personally Known

_____ Produced Identification: Type of ID and Number on ID_____

(SEAL)

_____
Signature of Notary

_____
Name of Notary *(Typed, Stamped or Printed)*

Notary Public, State of _____

Invoices should be billed to the contracting agency. Third party payments will not be considered for reimbursement. Remember, the expense should be paid prior to requesting a reimbursement.

Only current charges will be considered, no previous balances.

Reimbursement requests will be monitored in accordance with the level of detail in the contract. This document should not be considered all-inclusive. The Clerk's Finance Department reserves the right to review reimbursement requests on an individual basis. Any questions regarding these guidelines should be directed to 305-292-3534.

Data Processing, PC Time, etc.
The vendor invoice is required for reimbursement. Inter-company allocations are not considered reimbursable expenditures unless appropriate payroll journals for the charging department are attached and certified.

Payroll
A certified statement verifying the accuracy and authenticity of the payroll expense is needed. If a Payroll Journal is provided, it should include: dates, employee name, salary or hourly rate, total hours worked, withholding information and paid payroll taxes, check number and check amount. If a Payroll Journal is not provided, the following information must be provided: pay period, check amount, check number, date, payee, and support for applicable paid payroll taxes. Payroll and/or fees for services requests for reimbursement shall include the supporting documentation as detailed above. The Clerk may request further documentation to verify and substantiate that the payment request for payroll and/or fees for services relates to the services provided as set forth in Attachment C.

Postage, Overnight Deliveries, Courier, etc.
A log of all postage expenses as they relate to the County contract is required for reimbursement. For overnight or express deliveries, the vendor invoice must be included.

Rents, Leases, etc.
A copy of the rental or lease agreement is required. Deposits and advance payments are not allowable expenses.

Reproductions, Copies, etc.
A log of copy expenses as they relate to the County contract is required for reimbursement. The log must define the date, number of copies made, source document, purpose, and recipient. A reasonable fee for copy expenses will be allowable. For vendor services, the vendor invoice and a sample of the finished product are required.

Supplies, Services, etc.
For supplies or services ordered, a vendor invoice is required.

Telefax, Fax, etc.
A fax log is required. The log must define the sender, the intended recipient, the date, the number called, and the reason for sending the fax.

Telephone Expenses
A user log of pertinent information must be remitted including: the party called, the caller, the telephone number, the date, and the purpose of the call.

Travel and Meal Expenses
Travel expenses must be submitted on a State of Florida Voucher for Reimbursement of Travel Expenses. Travel reimbursement requests must be submitted and will be paid in accordance with Monroe County Code of Ordinances and State laws and regulations. Credit card statements are not acceptable documentation for reimbursement. If attending a conference or meeting, a copy of the agenda is needed. Airfare reimbursement requires the original passenger receipt portion of the airline ticket. A travel itinerary is appreciated to facilitate the audit trail. Auto rental reimbursement requires the vendor invoice. Fuel purchases should be documented with paid receipts. Taxis are not reimbursed if taken to arrive at a departure point: for example, taking a taxi from one's

residence to the airport for a business trip is not reimbursable. Parking is considered a reimbursable travel expense at the destination. Airport parking during a business trip is not.

A detailed list of charges is required on the lodging invoice. Balance due must be zero. Room must be registered and paid for by traveler. The County will only reimburse the actual room and related bed tax. Room service, movies, and personal telephone calls are not allowable expenses.

Mileage reimbursement shall be at the rate established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. An odometer reading must be included on the state travel voucher for vicinity travel. Mileage is not allowed from a residence or office to a point of departure. For example, driving from one's home to the airport for a business trip is not a reimbursable expense.

Meal reimbursement shall be at the rates established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. Meal guidelines state that travel must begin prior to 6 a.m. for breakfast reimbursement, before noon and end after 2 p.m. for lunch reimbursement, and before 6 p.m. and end after 8 p.m. for dinner reimbursement.

Non-allowable Expenses
The following expenses are not allowable for reimbursement: capital outlay expenditures (unless specifically included in the contract), contributions, depreciation expenses (unless specifically included in the contract), entertainment expenses, fundraising, non-sufficient check charges, penalties and fines.

ATTACHMENT B

ORGANIZATION
LETTERHEAD

Monroe County Board of County Commissioners
Finance Department
500 Whitehead Street
Key West, FL 33040

Date

The following is a summary of the expenses for (Organization name) for the time period of___ to ___.

Check #	Payee	Reason	Amount
101	Company A	Rent	$ X,XXX.XX
102	Company B	Utilities	XXX.XX
104	Employee A	P/R ending 05/14/01	XXX.XX
105	Employee B	P/R ending 05/28/01	XXX.XX
(A)	Total		$ X,XXX.XX
(B)	Total prior payments		$ X,XXX.XX
(C)	Total requested and paid (A + B)		$ X,XXX.XX
(D)	Total contract amount		$ X,XXX.XX
	Balance of contract (D-C)		$ X,XXX.XX

I certify that the above checks have been submitted to the vendors as noted and that the expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source.

_____
Executive Director

Attachments (supporting documentation)

TO BE COMPLETED BY NOTARY *(in accordance with State notary requirements)*

State of _____

County of _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____day of _____ (month), _____ (year), by _____ (name of officer or agent, title of officer or agent) of _____ (name of entity).

_____ Personally Known

_____ Produced Identification: Type of ID and Number on ID_____

(SEAL)

_____
Signature of Notary

_____
Name of Notary *(Typed, Stamped or Printed)*

Notary Public, State of _____

Specific description and list of services to be provided under this contract:

Over the past 10 years Keys AHEC Health Centers has operated ten clinical locations in Monroe County. Throughout the year, the agency delivers coordinated primary medical care and a full-service General Dentistry program for uninsured, Medicaid and medically vulnerable children. Each clinical location is staffed with licensed professionals in both medical and dental fields. AHEC's use of awarded funding is 100% directed to support the Medical and Dental staff providing direct care within our county-wide sites.

Keys AHEC will utilize HSAB funding to partially support the salaries of multiple direct medical and dental providers (ARNP's, Dentist & Dental Hygienists) for the School Health program in our county-wide program delivery area. Medical Services Include: COVID, RSV, Flu and Strep Testing, School Health Physicals, Sick & Well Child Visits, Chronic Disease Management (Asthma and Diabetes), Prescriptions, Treatment of Minor Injuries, Glucose Testing for diabetics, Vision/Hearing Tests, Pregnancy Testing, and Referral for Full Labs, Specialty Services, Consultation & Collaboration with School Psychology Services.

In addition to the medical centers Keys AHEC operates a full Mobile Dental General Dentistry (MDU) program, which visits weekly 10 schools sites county-wide to provide treatment and restorative care which includes full exams, cleanings, x-rays, fillings, sealants, extractions, and treatment for other interventional care procedures. This mobile service is complemented by an office-based Children's Dental Center in Marathon, established in January 2024 which has increased patient capacity by 40%.

Measurable Outcomes Include: (HSAB Application Q.30/Q.31)

Dental Objectives:

1. Deliver oral health services for Monroe County's children via a comprehensive dental program.
2. Deliver interventional and restorative care for identified student groups within the school environment.
3. Maintain service programs in all 10 current school locations.
4. Develop a usage plan to fully utilize the Newly expanded Dental Office increasing patient capacity by 40%.

Medical Objectives:

1. Sustain 10 clinical sites to augment access to healthcare services throughout the academic year for all students.
    a. Maintain service days at current sites.
2. Increase baseline health service encounters.
    a. Record the top most frequently used diagnosis codes to track disease management.
    b. Offer year-round health services as a comprehensive medical/dental home.

Data is collected and reported through the MicroMD Medical E-HR and Dentrix which is the Dental E-HR. Both systems maintain patient information, schedule, procedure and treatment data.

Budget categories Include: (HSAB ApplicationQ.37)

Salaries-Program; Payroll Taxes-Program; Employee Benefits-Program; and Medical/Dental Supplies.

FY2025 Annual Performance Report
For year October 1, 2024 – September 30, 2025

(Report Deadline: October 31, 2025)

Agency Name	
Point of Contact (POC)	
Phone/Email	
Grant Amount	

Per Section 8 of your contract, it is required that you fill out the entire form and answer every question.

Narrative on the FY2025 Performance (i.e. successes, challenges, etc.):

Questions:

1. Please list services and client information below for the program/activities funded by the Monroe County award.

Description of Services	Description of Target Population	Number of Persons in Target Population	Total Number of Clients Served in FY2025
Total Unduplicated Clients Served			

2. What were the measurable outcomes (including numbers) accomplished in FY2025? Please *base these outcomes on the services you identified in Question #1.*

3. What number and percentage of your clients/participants were at or below the federal poverty level in FY2025; and/or 200%; and/or another standard used by your organization?

4. What area of Monroe County did you serve in FY2025?

5. During FY2025, how many months did you provide program services to (Q.1) clients?

6. How many total FTEs in your organization?

7. How many FTEs worked on the program(s) funded by the FY2025 HSAB award?

8. Volunteers: ____ hours of program service were contributed by _____ volunteers in FY2025.

FY2025 HSAB FINANCIAL REPORT

9. Were all the awarded funds used in FY2025?
    a. If no, please explain:

10. Allocation of FY2025 Award; HSAB Award Amount = $_____

Budget Category	Program Expense (Dollar Amount)	Administrative Expense (Dollar Amount)
Salaries	$0	$0
Fringe	$0	$0
FICA	$0	$0
Independent Contractor(s)	$0	$0
Office Supplies, Telephone, Postage	$0	$0
Utilities	$0	$0
Insurance	$0	$0
Repair & Maintenance	$0	$0
Travel/Transportation	$0	$0
Rent/Association Dues	$0	$0
Client Service/Describe:	$0	$0
Client Service/Describe:	$0	$0
Client Service/Describe:	$0	$0
Client Service/Describe:	$0	$0
Other Expense/Describe:	$0	$0
Other Expense/Describe:	$0	$0
Other Expense/Describe:	$0	$0
Other Expense/Describe:	$0	$0

11. Compensation Detail: Include all persons who receive compensation from the FY2025 HSAB funding (including Independent Contractors)

Employee Name (FName, Last Initial)	Title	Type of Work Performed in Program	Hrs. Worked on Program	Total Charges to Program
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

(Note: If you need more space you may add additional lines or an addendum.)

12. Did the HSAB funding you received in FY2025 serve as required match for a portion or all funding awarded by another granting agency? If yes, please provide details below:

Amount of HSAB Funding served as Required Match	Name of Grantor that Required Match Funding	Amount Awarded by Grantor***	Grantor Type: Federal, State, Local or Foundation	Grant Type: Competitive or Non-Competitive	Match % Required by the Grantor

****Enter the Amount Awarded by the Grantor regardless of whether HSAB provided 100% of the Required Match.*

For the following questions, please use the number as reported on your FY2025 IRS Form 990. If your FY2025 IRS Form 990 is not yet prepared, please provide an estimate for the following questions.

13. What is your organization's fiscal year?

14. What were your organization's total expenses in FY2025?

15. What was your organization's total revenue in FY2025?

16. What was the organization's total in grants and contracts for FY2025?

17. What was the organization's total donations/fundraising and in-kind in FY2025?

a. Cash Donations/Fundraising:
b. In-kind Donations/Fundraising:

18. What percentage of your expenses are program service expenses[1] versus management and general expenses[2] in FY2025 as reported on your IRS Form 990?

19. Additional Comments, Questions and/or Suggestions:

Email the Annual Performance Report to the Grants Coordinator for Monroe County

[1] Program service expenses are defined as expenses needed to run your programs.

[2] Management and general expenses encompass expenses such as human resources, salaries of those not working directly with programs, legal services, accounting services, insurance expenses, office management, auditing, and other centralized services.

FY2025 HSAB Funding Recommendations

Applicants	Scope of Service	FY25 Amount Awarded	Fund	Cost Center	Account	Service Dates
A Positive Step of Monroe County	Provision of a Fatherhood Initiative program	$55,000	001	03257	530340	October 1, 2024 - September 30, 2025
A.H. of Monroe County (AHI)	Provide facilities and services for a RN-Intensive Case Management within a home and community setting.	$100,000	001	03225	530340	October 1, 2024 - September 30, 2025
Anchors Aweigh Club	Provide facilities and services for substance abuse services.	$15,000	001	03255	530340	October 1, 2024 - September 30, 2025
Autism Society of the Keys	Provide facilities and services to children and families affected by autism.	$45,000	001	03263	530340	October 1, 2024 - September 30, 2025
Boys & Girls Club	Provide facilities and services for activities for the wholesome development of youths' personal, social, physical, and emotional growth.	$85,000	001	03241	530340	October 1, 2024 - September 30, 2025
Burton Memorial United Methodist Church	Provide facilities and services for provision of a food pantry for disadvantaged persons.	$15,000	001	03256	530340	October 1, 2024 - September 30, 2025
Domestic Abuse Shelter of the Florida Keys	Provide facilities and services for comprehensive services for individuals and families experiencing domestic and sexual abuse.	$97,742	001	03201	530340	October 1, 2024 - September 30, 2025
Florida Keys Area Health Education Center (AHEC)	Provide facilities and services related to health-related services for children and health education.	$195,000	001	03239	530340	October 1, 2024 - September 30, 2025
Florida Keys Children's Shelter	Provide facilities and services for shelter and counseling to youth and families.	$150,000	001	03235	530340	October 1, 2024 - September 30, 2025
Florida Keys Healthy Start Coalition	Provide facilities and services for financial assistance with pre-natal care for uninsured and under-insured pregnant women.	$110,000	001	03242	530340	October 1, 2024 - September 30, 2025
Florida Keys Outreach Coalition (FKOC)	Provide facilities and services such as shelter, transitional housing, case management and referrals for homeless individuals and families.	$110,000	001	03206	530340	October 1, 2024 - September 30, 2025
Good Health Clinic	Provide facilities and services for health care for disadvantaged persons living in Monroe County.	$100,000	001	03226	530340	October 1, 2024 - September 30, 2025
Grace Jones Day Care Center	Provide facilities and services related to provision of educational and nutritional services to disadvantaged children.	$60,000	001	03224	530340	October 1, 2024 - September 30, 2025
Guidance/Care Center - The Heron, Assisted Living Facility Program	Provide facilities and services such as mental health support, transportation and supervision.	$45,000	001	03259	530340	October 1, 2024 - September 30, 2025

FY2025 HSAB Funding Recommendations

Applicants	Scope of Service	FY25 Amount Awarded	Fund	Cost Center	Account	Service Dates
Heart of the Keys/Marathon Recreation Center	Provide facilities and services for activities for the wholesome development of youths' personal, social, physical, and emotional growth.	$50,000	001	03253	530340	October 1, 2024 - September 30, 2025
Independence Cay	Provide facilities and services related to provision of a community soup kitchen, transitional housing program and referrals to support services for homeless persons.	$45,000	001	03247	530340	October 1, 2024 - September 30, 2025
Key West Community Sailing Center	Provide sailing education for disadvantaged youths.	$25,000	001	03266	530340	October 1, 2024 - September 30, 2025
Keys Area Interdenominational Resources (KAIR)	Provide facilities and services for supportive services for disadvantaged persons living in Monroe County.	$45,000	001	03243	530340	October 1, 2024 - September 30, 2025
Keys to Be the Change	Provide facilities and services for youth such as the provision of violence and substance abuse prevention, academic and mentoring activities, youth leadership and other programs.	$42,000	001	03262	530340	October 1, 2024 - September 30, 2025
Kids Come First in the Florida Keys	Provide facilities and services for disadvantaged children such as the provision of clothing, school supplies, and other items.	$37,742	001	03260	530340	October 1, 2024 - September 30, 2025
Literacy Volunteers of America	Provide facilities and services for literacy training.	$45,000	001	03205	530340	October 1, 2024 - September 30, 2025
Monroe Association of ReMARCable Citizens, Inc. (MARC)	Provide facilities and services for intellectually disabled citizens.	$205,000	001	03232	530340	October 1, 2024 - September 30, 2025
Presents in Paradise	Provide clothing, educational tools, musical instruments, and athletic equipment, fulfilling Christmas holiday wish lists for disadvantaged children .	$5,000	001	03273	530340	October 1, 2024 - September 30, 2025
Rural Health Network of Monroe County (RHN)	Provide medical and oral health care services	$15,000	001	03251	530340	October 1, 2024 - September 30, 2025
Samuel's House	Provide facilities and services for women and children's housing and support.	$110,000	001	03214	530340	October 1, 2024 - September 30, 2025
Special Olympics of	Provision of health programs, fitness activities, sports, and non-competitive programs for persons with intellectual or developmental disabilities	$27,742	001	03269	530340	October 1, 2024 - September 30, 2025
Star of the Sea Foundation	Provide facilities and services related to provision of a certified food pantry for disadvantaged persons.	$90,000	001	03246	530340	October 1, 2024 - September 30, 2025
The Hammock House at St. Columba	Provide free of charge aftercare and summer camp services.	$5,000	001	03274	530340	October 1, 2024 - September 30, 2025

FY2025 HSAB Funding Recommendations

Applicants	Scope of Service	FY25 Amount Awarded	Fund	Cost Center	Account	Service Dates
Wesley House Family Services	Provide facilities and services for child care.	$113,000	001	03236	530340	October 1, 2024 - September 30, 2025
Womankind	Provide facilities and services for health care for women.	$160,000	001	03215	530340	October 1, 2024 - September 30, 2025
		Total	**$2,203,226**			

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Budget Meeting Meeting
September 11, 2024
Agenda Item Number: B6
2023-2904

BULK ITEM: Yes

DEPARTMENT: Budget and Finance

TIME APPROXIMATE:

STAFF CONTACT: Andrew Roltsch

AGENDA ITEM WORDING:

Approval of Fiscal Year 2025 agreement with Historic Florida Keys Foundation, Inc., to develop, coordinate, and promote historic preservation in Monroe County, in the amount of $32,450.00.

ITEM BACKGROUND:

The Historic Florida Keys Foundation has historically been funded directly from the BOCC. The funding requested in FY2025 ($32,450) has been the same since 2016.

PREVIOUS RELEVANT BOCC ACTION:

The funding for the Historic Florida Keys Foundation was approved by the BOCC on September 20, 2023, during the adoption of the final Operating Budget for Fiscal Year 2024.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Contract - Historic Fl Keys Foundation FY2025.pdf
Budget request letter.pdf

FINANCIAL IMPACT:

Source	Memo	Amount	Timing

001-04596 · HISTORIC FL KEYS FOUNDATION	$32,450.00	9/11/2024

AGREEMENT

This Agreement is made and entered into this 11th day of September 2024, between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, hereinafter referred to as "Board" or "County," and **Historic Florida Keys Foundation,** Inc., hereinafter referred to as "PROVIDER."

WHEREAS, the PROVIDER is a not-for-profit corporation established to develop, coordinate, and promote historic preservation in Monroe County, Florida, and

WHEREAS, it is a legitimate public purpose to provide facilities and services for the development, coordination, and promotion of historic preservation in Monroe County, now, therefore,

IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

FUNDING

1. AMOUNT OF AGREEMENT. The Board, in consideration of the PROVIDER substantially and satisfactorily performing providing services for the development, coordination, and promotion of historic preservation in Monroe County, Florida, shall pay to the PROVIDER the sum of **THIRTY-TWO THOUSAND, FOUR HUNDRED FIFTY AND NO/100 DOLLARS ($32,450.00)** for fiscal year 2025.

2. TERM. This Agreement shall commence on **October 1, 2024, and terminate September 30, 2025**, unless earlier terminated pursuant to other provisions herein.

3. PAYMENT. Payment will be made periodically, no less than quarterly but no more frequently than monthly, as hereinafter set forth. Reimbursement requests will be submitted to the Board via the Office of Management and Budget. Reimbursement request and supporting documentation must be acceptable to the Clerk's Finance Office. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursal of funds. The County shall only reimburse, subject to the funded amounts below, those reimbursable expenses which are reviewed and approved as complying with Monroe County Code of Ordinances, State laws and regulations and Attachment A - Expense Reimbursement Requirements. Evidence of payment by the PROVIDER shall be in the form of a letter, summarizing the expenses, with supporting documentation attached. **(The Office of Management and Budget may accept Reimbursement Requests electronically, but only when submitted and formatted in a PDF file with cover letter and attachments together in one (1) file.)** The letter should contain a notarized certification statement. An example of a reimbursement request cover letter is included as Attachment B. The organization's final invoice must be received within thirty days after the termination date of this contract shown in Article 2 above.

After the Clerk of the Board examines and approves the request for reimbursement, the Board shall reimburse the PROVIDER. However, the total of said reimbursement expense payments in the aggregate sum shall not exceed the total amount shown in Article 1, above, during the term of this agreement.

4. AVAILABILITY OF FUNDS. If funds cannot be obtained or cannot be continued at a level sufficient to allow for continued reimbursement of expenditures for services specified herein, this agreement may be terminated immediately at the option of the Board by written notice of termination delivered to the PROVIDER. The Board shall not be obligated to pay for any services or goods provided by the PROVIDER after the PROVIDER has received written notice of termination, unless otherwise required by law.

5. PURCHASE OF PROPERTY. All property, whether real or personal, purchased with funds provided under this agreement, shall become the property of Monroe County and shall be accounted for pursuant to statutory requirements. Funding under this agreement shall not be used to purchase capital assets.

RECORDKEEPING

6. RECORDS AND RIGHT TO AUDIT. PROVIDER shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of ten (10) years from the termination of this agreement. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for ten (10) years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to PROVIDER pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the PROVIDER, the PROVIDER shall repay the monies together with interest calculated pursuant to Sec. 55.03, Florida Statutes, running from the date the monies were paid by the COUNTY.

Right to Audit. *Availability of Records*. The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and if applicable trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by County or the Monroe County Office of the Clerk of Court and Comptroller (hereinafter referred to as "County Clerk") to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in County's or the County Clerk's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by County's representative and/or agents or the County Clerk. County or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors' representatives. All records shall be kept for ten (10) years after Final Completion of the Project. The County Clerk possesses the independent authority to conduct an audit of Records, assets, and activities relating to this Project. If any auditor employed by the Monroe County or County Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, F.S., running form the date, the monies were paid to Contractor. The *right to audit* provisions survives the termination of expiration of this Agreement.

In addition, if PROVIDER is required to provide an audit as set forth in in Section 8(e) below, the audit shall be prepared by an independent certified public accountant (CPA) with a current license, in good standing with the Florida State Board of Accountancy.

7. PUBLIC ACCESS. The County and PROVIDER shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and PROVIDER in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by PROVIDER.

8. COMPLIANCE WITH COUNTY GUIDELINES. The PROVIDER must furnish to the County the following (items (a)-(j) must be provided prior to the payment of any invoices):

(a) IRS Letter of Determination and GUIDESTAR printout indicating current 501(c)(3) status;
(b) Proof of registration with the Florida Department of Agriculture, as required by Florida Statute 496.405, and the Florida Department of State, as require by Florida Statute 617.01201, or proof of exemption from registration as per Florida Statute 496.406.
(c) List of the Organization's Board of Directors of which there must be at least 5 and for each board member please indicate when elected to serve and the length of term of service;
(d) Evidence of annual election of Officers and Directors;
(e) Unqualified audited financial statements from the most recent fiscal year for all organizations that expend $150,000 a year or more; if qualified, include a statement of deficiencies with corrective actions recommended/taken; audit shall be prepared by an independent certified public accountant (CPA) with a current license, in good standing with the Florida State Board of Accountancy. If the PROVIDER receives $100,000 or more in grant funding from the County:
    a. The CPA that prepares the audit must also be a member of the American Institute of Certified Public Accountants (AICPA);
    b. The CPA must maintain malpractice insurance covering the audit services provided and
    c. The County shall be considered an "intended recipient" of said audit.
(f) Copy of a filed IRS Form 990 from most recent fiscal year with all attached schedules;
(g) Organization's Corporate Bylaws, which must include the organization's mission, board and membership composition, and process for election of officers;
(h) Organization's Policies and Procedures Manual which must include hiring policies for all staff, drug and alcohol free workplace provisions, and equal employment opportunity provisions;
(i) Specific description or list of services to be provided under this contract with this grant (see Attachment C);
(j) Annual Performance Report describing services rendered during the most recently completed grant period (to be furnished within 30 days after the contract end date.) The performance report shall include statistical information regarding the types and frequencies of services provided, a profile of clients (including residency) and numbers served, and outcomes achieved (see Attachment D);
(k) Cooperation with County monitoring visits that the County may request during the contract year; and
(l) Other reasonable reports and information related to compliance with applicable laws, contract provisions and the scope of services that the County may request during the contract year.

COUNTY FORMS

By signing this Agreement, GRANTEE has sworn or affirmed to the following requirements as set forth in the Ethics Statement and non-collusion affidavit, as set forth in more detail in this Agreement.

9. ETHICS CLAUSE. By signing this Agreement, the GRANTEE warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

10. NON-COLLUSION AFFIDAVIT. GRANTEE by signing this Agreement, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the firm of GRANTEE, the bidder making the Proposal for the project described in the Scope of Work and that I executed the said proposal with full authority to do so; the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any

competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition; the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

11. AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES. Grantee under penalty of perjury attests that Grantee does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Grantee, I certify under penalties of perjury that Grantee does not use coercion for labor or services in accordance with Section 787.06. Additionally, Grantee has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

RESPONSIBILITIES

12. SCOPE OF SERVICES. The PROVIDER, for the consideration named, covenants and agrees with the Board to substantially and satisfactorily perform and provide the services outlined in Attachment C to residents of Monroe County, Florida.

13. ATTORNEY'S FEES AND COSTS. The County and PROVIDER agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

14. BINDING EFFECT. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and PROVIDER and their respective legal representatives, successors, and assigns.

15. CODE OF ETHICS. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

16. NO SOLICITATION/PAYMENT. The County and PROVIDER warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the PROVIDER agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

17. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the PROVIDER is an independent contractor and not an employee of the Board. No statement contained in this agreement shall be construed so as to find the PROVIDER or any of its employees, contractors, servants or agents to be employees of the Board.

COMPLIANCE ISSUES

18. COMPLIANCE WITH LAW. In providing all services pursuant to this agreement, the PROVIDER shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the PROVIDER.

19. PROFESSIONAL RESPONSIBILITY AND LICENSING. The PROVIDER shall assure that all professionals have current and appropriate professional licenses and professional liability insurance coverage. Funding by the Board is contingent upon retention of appropriate local, state and/or federal certification and/or licensure of the PROVIDER'S program and staff.

20. NON-DISCRIMINATION. The COUNTY and PROVIDER agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The COUNTY and PROVIDER agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibits discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 12101), as amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

AMENDMENTS, CHANGES, AND DISPUTES

21. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the services and/or reimbursement of services shall be accomplished by an amendment, which must be approved in writing by the County.

22. ADJUDICATION OF DISPUTES OR DISAGREEMENTS. County and PROVIDER agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. The PROVIDER and County staff shall try to resolve the claim or dispute with meet and confer sessions to be commenced within 30 days of the dispute or claim. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this agreement or by Florida law. Any claims or dispute that the parties cannot resolve shall be decided by the Circuit Court, 16th Judicial Circuit, Monroe County, Florida.

23. COOPERATION. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and PROVIDER agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and PROVIDER specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

ASSURANCES

24. COVENANT OF NO INTEREST. County and PROVIDER covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

25. NO ASSIGNMENT. The PROVIDER shall not assign this agreement except in writing and with the prior written approval of the Board, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This agreement shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions herein. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the Board in addition to the total agreed upon reimbursement amount for the services of the PROVIDER.

26. NON-WAIVER OF IMMUNITY. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the PROVIDER in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

27. ATTESTATIONS. PROVIDER agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

28. AUTHORITY. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

INDEMNITY ISSUES

29. INDEMNIFICATION AND HOLD HARMLESS. The PROVIDER covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims and causes of action for negligence, bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the PROVIDER occasioned by the negligence, errors, or other wrongful act or omission of the PROVIDER'S employees, agents, or volunteers.

27. PRIVILEGES AND IMMUNITIES. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

28. NO PERSONAL LIABILITY. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

29. LEGAL OBLIGATIONS AND RESPONSIBILITIES: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

30. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the PROVIDER agree that neither the County nor the PROVIDER or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

GENERAL

31. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

32. NOTICE. Any notice required or permitted under this agreement shall be in writing and hand-delivered or mailed, postage pre-paid, by certified mail, return receipt requested, to the other party as follows:

For Board:

Grants Administrator	and	Monroe County Attorney
1100 Simonton Street		PO Box 1026
Key West, FL 33040		Key West, FL 33041

For PROVIDER
Diane Silvia, Executive Director
Historic Florida Keys Foundation, Inc.
510 Greene Street
Key West, FL 33040
305-292-6718

33. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and PROVIDER agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The County and PROVIDER agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

34. NON-WAIVER. Any waiver of any breach of covenants herein contained to be kept and performed by the PROVIDER shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Board from declaring a forfeiture for any succeeding breach, either of the same conditions or covenants or otherwise.

35. SEVERABILITY. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and PROVIDER agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

36. CLAIMS FOR FEDERAL OR STATE AID: PROVIDER and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement. Any conditions imposed as a result of funding that effect the Scope of Services will be provided to each party.

37. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the PROVIDER and the Board.

[THIS SPACE INTENTIONALLY LEFT BLANK WITH SIGNATORY PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first written above.

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By_____
As Deputy Clerk

_____
Witness

_____
Witness

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor/Chairman

Historic Florida Keys Foundation, Inc.

(Federal ID No. 65-0135871)

By _____
Executive Director

EXPENSE REIMBURSEMENT REQUIREMENTS
This document is intended to provide basic guidelines to Human Service and Community-Based Organizations, county travelers, and contractual parties who have reimbursable expenses associated with Monroe County business. These guidelines, as they relate to travel, are from the Monroe County Code of Ordinances and State laws and regulations.

A cover letter (see Attachment B) summarizing the major line items on the reimbursable expense request needs to also contain the following notarized certified statement:

"I certify that the above checks have been submitted to the vendors as noted and that the attached expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source."

Invoices should be billed to the contracting agency. Third party payments will not be considered for reimbursement. Remember, the expense should be paid prior to requesting a reimbursement.

Only current charges will be considered, no previous balances.

Reimbursement requests will be monitored in accordance with the level of detail in the contract. This document should not be considered all-inclusive. The Clerk's Finance Department reserves the right to review reimbursement requests on an individual basis. Any questions regarding these guidelines should be directed to 305-292-3534.

Data Processing, PC Time, etc.
The vendor invoice is required for reimbursement. Inter-company allocations are not considered reimbursable expenditures unless appropriate payroll journals for the charging department are attached and certified.

Payroll
A certified statement verifying the accuracy and authenticity of the payroll expense is needed. If a Payroll Journal is provided, it should include: dates, employee name, salary or hourly rate, total hours worked, withholding information and paid payroll taxes, check number and check amount. If a Payroll Journal is not provided, the following information must be provided: pay period, check amount, check number, date, payee, and support for applicable paid payroll taxes.

Postage, Overnight Deliveries, Courier, etc.
A log of all postage expenses as they relate to the County contract is required for reimbursement. For overnight or express deliveries, the vendor invoice must be included.

Rents, Leases, etc.
A copy of the rental or lease agreement is required. Deposits and advance payments are not allowable expenses.

Reproductions, Copies, etc.
A log of copy expenses as they relate to the County contract is required for reimbursement. The log must define the date, number of copies made, source document, purpose, and recipient. A reasonable fee for copy expenses will be allowable. For vendor services, the vendor invoice and a sample of the finished product are required.

Supplies, Services, etc.
For supplies or services ordered, a vendor invoice is required.

Telefax, Fax, etc.
A fax log is required. The log must define the sender, the intended recipient, the date, the number called, and the reason for sending the fax.

Telephone Expenses
A user log of pertinent information must be remitted including: the party called, the caller, the telephone number, the date, and the purpose of the call.

Travel and Meal Expenses
Travel expenses must be submitted on a State of Florida Voucher for Reimbursement of Travel Expenses. Travel reimbursement requests must be submitted and will be paid in accordance with Monroe County Code of Ordinances and State laws and regulations. Credit card statements are not acceptable documentation for reimbursement. If attending a conference or meeting, a copy of the agenda is needed. Airfare reimbursement requires the original passenger receipt portion of the airline ticket. A travel itinerary is appreciated to facilitate the audit trail. Auto rental reimbursement requires the vendor invoice. Fuel purchases should be documented with paid receipts. Taxis are not reimbursed if taken to arrive at a departure point: for example, taking a taxi from one's residence to the airport for a business trip is not reimbursable. Parking is considered a reimbursable travel expense at the destination. Airport parking during a business trip is not.

A detailed list of charges is required on the lodging invoice. Balance due must be zero. Room must be registered and paid for by traveler. The County will only reimburse the actual room and related bed tax. Room service, movies, and personal telephone calls are not allowable expenses.

Mileage reimbursement shall be at the rate established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. An odometer reading must be included on the state travel voucher for vicinity travel. Mileage is not allowed from a residence or office to a point of departure. For example, driving from one's home to the airport for a business trip is not a reimbursable expense.

Meal reimbursement shall be at the rates established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. Meal guidelines state that travel must begin prior to 6 a.m. for breakfast reimbursement, before noon and end after 2 p.m. for lunch reimbursement, and before 6 p.m. and end after 8 p.m. for dinner reimbursement.

Non-allowable Expenses
The following expenses are not allowable for reimbursement: capital outlay expenditures (unless specifically included in the contract), contributions, depreciation expenses (unless specifically included in the contract), entertainment expenses, fundraising, non-sufficient check charges, penalties and fines.

ATTACHMENT B

ORGANIZATION
LETTERHEAD

Monroe County Board of County Commissioners
Finance Department
500 Whitehead Street
Key West, FL 33040

Date

The following is a summary of the expenses for (Organization name) for the time period of___ to __.

Check #	Payee	Reason	Amount
101	Company A	Rent	$ X,XXX.XX
102	Company B	Utilities	XXX.XX
104	Employee A	P/R ending 05/14/01	XXX.XX
105	Employee B	P/R ending 05/28/01	XXX.XX
	(A) Total		$ X,XXX.XX
	(B) Total prior payments		$ X,XXX.XX
	(C) Total requested and paid (A + B)		$ X,XXX.XX
	(D) Total contract amount		$ X,XXX.XX
	Balance of contract (D-C)		$ X,XXX.XX

I certify that the above checks have been submitted to the vendors as noted and that the expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source.

_____
Executive Director

TO BE COMPLETED BY NOTARY *(in accordance with State notary requirements)*

State of _____

County of _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____day of _____ (month), _____ (year), by _____ (name of officer or agent, title of officer or agent) of _____ (name of entity).

_____ Personally Known

_____ Produced Identification: Type of ID and Number on ID_____

(SEAL)

_____
Signature of Notary

_____
Name of Notary *(Typed, Stamped or Printed)*

Notary Public, State of _____

ATTACHMENT C

Specific description and list of services to be provided under this contract:

Salary for Executive Director to provide:

- Professional Historic Preservation support for the Historic Preservation Commission: Prepare ads, agendas, minutes, staff reports, resolutions
- Travel to Tavernier from Key West
- Postage – Board packets
- Copies
- Grant Administration

FY2025 Annual Performance Report
(For year October 1, 2024 – September 30, 2025)

Agency Name	
Point of Contact (POC)	
Phone/Email	
Grant Amount	

Per Section 8 of your contract, it is required that you fill out the entire form and answer every question.

Narrative on the FY2025 Performance (i.e. successes, challenges, etc.):

Questions:

1. Please list services and client information below for the program/activities funded by the Monroe County award.

Services	Target Population	Number of Persons in Target Population	Total Number of Clients Served in FY2025
Total Unduplicated Clients Served			

2. What were the measurable outcomes (including numbers) accomplished in FY2025? *Please base these outcomes on the services you identified in Question #1.*

3. What number and percentage of your clients/participants were at or below the federal poverty level in FY2025; and/or 200%; and/or another standard used by your organization?

4. Were all the awarded funds used in FY2025? If not, please explain.

5. What is the number of FTEs working on the program(s) funded by the award in FY2025?

6. Were the awarded funds used as match in FY2025? If so, please list matching sources.

7. What area of Monroe County did you serve in FY2025?

8. How many total FTEs in your organization?

9. Volunteers: ____ hours of program service were contributed by _____ volunteers in FY2025.

10. What was the CEO/Executive Director (or highest paid title) compensation in FY2025? *(Please breakdown between salary and benefits.)*

11. What is your organization's fiscal year?

For the following questions, please use the number as reported on your FY2025 IRS Form 990. If your FY2025 IRS Form 990 is not yet prepared, please provide an estimate for the following questions.

12. What were your organization's total expenses in FY2025?

13. What was your organization's total revenue in FY2025?

14. What was the organization's total in grants and contracts for FY2025?

15. What was the organization's total donations and in-kind (fundraising) in FY2025?

16. What percentage of your expenses are program service expenses[1] versus management and general expenses[2] in FY2025 as reported on your IRS Form 990?

[1] Program service expenses are defined as expenses needed to run your programs.

[2] Management and general expenses encompass expenses such as human resources, salaries of those not working directly with programs, legal services, accounting services, insurance expenses, office management, auditing, and other centralized services.

HISTORIC FLORIDA KEYS FOUNDATION, INC.

A Florida not-for-profit corporation **FEID: 65-0135871**

Old City Hall, 510 Greene Street, Key West, FL 33040

Tel.: (305) 292-6718 **Cell: (305)304-1453** **Fax: (305) 293-6348**

Diane E. Silvia, Ph.D., RPA

May 28, 2024

Office of Management and Budget
Monroe County BOCC
1100 Simonton Street, Room 2-213
Key West, FL 33040

Dear Ms. Christow:

The Historic Florida Keys Foundation provides professional staffing services to the Monroe County Historic Preservation Program. The Historic Preservation Commission (HPC) reviews applications for Special Certificates of Appropriateness for Monroe County as per the attached Memorandum of Agreement which articulates the Foundation's duties and responsibilities.

As the preservationist for the HPC work includes reviewing applications for completeness and writing staff reports and meeting minutes. In addition, work will include recording any historic period structures County staff requests as part of grant requirements for elevating or demolishing structures. Archaeological monitoring of sub-surface disturbance related to construction activity as required, is also available for County owned historic property.

For Fiscal Year 2025, the Foundation requests $32,450. Funding will help reimburse staff's salary, office, postage, and travel expenses.

Very truly yours,

Diane Silvia

Diane E. Silvia,
Historic Preservationist

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Budget Meeting Meeting
September 11, 2024
Agenda Item Number: B7
2023-2903

BULK ITEM: Yes

DEPARTMENT: Budget and Finance

TIME APPROXIMATE:

STAFF CONTACT: Andrew Roltsch

AGENDA ITEM WORDING:

Approval of Fiscal Year 2025 agreement with Monroe Council of the Arts Corporation d/b/a Florida Keys Council of the Arts in the amount of $87,800.00.

ITEM BACKGROUND:

The Florida Keys Council of the Arts has historically been funded directly from the BOCC. The funding requested by the Council of the Arts for FY2025 is the same amount that was requested in FY2024.

PREVIOUS RELEVANT BOCC ACTION:

The funding ($87,800.00) for the Florida Keys Council of the Arts was approved by the BOCC on September 20, 2023, during the adoption of the final Operating Budget for Fiscal Year 2024. The BOCC approves a grant agreement each year to provide funding for the upcoming fiscal year and a funding allocation during the budget adoption process.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

BOCC Request letter 24 25 Arts Council.pdf
Contract - FL Keys Council of the Arts FY25.pdf

FINANCIAL IMPACT:

Source	Memo	Amount	Timing
001-01512 · FINE ARTS COUNCIL		$87,800.00	9/11/2024

keys
FLORIDA KEYS COUNCIL OF THE arts

We Support • We Connect • We Promote • We Give

www.keysarts.com

June 2024

Mayor Holly Merrill Raschein
Mayor Pro Tem Jim Scholl
Commissioner Michelle Lincoln
Commissioner David Rice
Commissioner Craig Cates

Acting County Administrator Kevin Wilson
Budget Director Tina Boan
Grants Coordinator Oksana Christow

Dear Ladies and Gentlemen:

The Florida Keys Council of the Arts requests $87,800 for the fiscal year 2024-2025. As requested, please find attached an overview of the Florida Keys Council of the Arts, a list of staff responsibilities, a description of the services we provide and support materials. For more details, we invite you to visit www.keysarts.com. You will find the annual report, articles of incorporation, by-laws, 990, audit and information on all programs and services, as well as a wealth of information on all the cultural organizations throughout the Keys that daily add creativity and diversity to our vibrant island life.

We contribute with the other cultural non-profit organizations in the Keys to an annual economic impact of over $86 million. This sum does not even consider the economic impact of the for-profit arts businesses such as galleries and other cultural events. We are proud to support, connect and promote all the arts, in all the Keys, all the time.

Your continued funding of general operating expenses will allow us to secure other specific project funding from writing grants and raising private funds, and to administer essential grant programs and services to our community. We are proud of the quality cultural and arts organizations that contribute to the success of the Florida Keys as a premier destination known for its rich history and diverse culture. As the designated Local Arts Agency for the County, we thank you and appreciate your generous ongoing support.

Sincerely,

Joyce Burd
Chair, Board of Directors

Elizabeth Young
Executive Director

Historic Gato Building • 1100 Simonton Street, Suite 2-263 • Key West, Florida 33040
305-295-4369 • Fax 305-295-4372 • info@keysarts.com

AGREEMENT

This Agreement is made and entered into this 11th day of September 2024, between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, hereinafter referred to as "Board" or "County," and **Monroe Council of the Arts Corporation d/b/a Florida Keys Council of the Arts**, hereinafter referred to as "PROVIDER."

WHEREAS, the PROVIDER is a not-for-profit corporation established to perform and carry out the development, coordination and promotion of the arts throughout Monroe County, and

WHEREAS, it is a legitimate public purpose to provide facilities and services for the development, coordination and promotion of the arts in Monroe County, now, therefore,

IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

FUNDING

1. AMOUNT OF AGREEMENT. The Board, in consideration of the PROVIDER substantially and satisfactorily performing and providing services for the development, coordination and promotion of the arts in Monroe County, shall pay to the PROVIDER the sum of **EIGHTY-SEVEN THOUSAND EIGHT HUNDRED AND NO/DOLLARS ($87,800.00)** for fiscal year 2025.

2. TERM. This Agreement shall commence on **October 1, 2024, and terminate September 30, 2025**, unless earlier terminated pursuant to other provisions herein.

3. PAYMENT. Payment will be made periodically, no less than quarterly but no more frequently than monthly, as hereinafter set forth. Reimbursement requests will be submitted to the Board via the Office of Management and Budget. Reimbursement request and supporting documentation must be acceptable to the Clerk's Finance Office. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursal of funds. The County shall only reimburse, subject to the funded amounts below, those reimbursable expenses which are reviewed and approved as complying with Monroe County Code of Ordinances, State laws and regulations and Attachment A - Expense Reimbursement Requirements. Evidence of payment by the PROVIDER shall be in the form of a letter, summarizing the expenses, with supporting documentation attached. **(The Office of Management and Budget may accept Reimbursement Requests electronically, but only when submitted and formatted in a PDF file with cover letter and attachments together in one (1) file.)** The letter should contain a notarized certification statement. An example of a reimbursement request cover letter is included as Attachment B. The organization's final invoice must be received within thirty days after the termination date of this contract shown in Article 2 above.

After the Clerk of the Board examines and approves the request for reimbursement, the Board shall reimburse the PROVIDER. However, the total of said reimbursement expense payments in the aggregate sum shall not exceed the total amount shown in Article 1, above, during the term of this agreement.

4. AVAILABILITY OF FUNDS. If funds cannot be obtained or cannot be continued at a level sufficient to allow for continued reimbursement of expenditures for services specified herein, this agreement may be terminated immediately at the option of the Board by written notice of termination delivered to the PROVIDER. The Board shall not be obligated to pay for any services or goods provided by the PROVIDER after the PROVIDER has received written notice of termination, unless otherwise required by law.

5. PURCHASE OF PROPERTY. All property, whether real or personal, purchased with funds provided under this agreement, shall become the property of Monroe County and shall be accounted for pursuant to statutory requirements. Funding under this agreement shall not be used to purchase capital assets.

RECORDKEEPING

6. RECORDS AND RIGHT TO AUDIT. PROVIDER shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of ten (10) years from the termination of this agreement. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for ten (10) years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to PROVIDER pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the PROVIDER, the PROVIDER shall repay the monies together with interest calculated pursuant to Sec. 55.03, Florida Statutes, running from the date the monies were paid by the COUNTY.

Right to Audit. *Availability of Records*. The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and if applicable trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by County or the Monroe County Office of the Clerk of Court and Comptroller (hereinafter referred to as "County Clerk") to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in County's or the County Clerk's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by County's representative and/or agents or the County Clerk. County or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors' representatives. All records shall be kept for ten (10) years after Final Completion of the Project. The County Clerk possesses the independent authority to conduct an audit of Records, assets, and activities relating to this Project. If any auditor employed by the Monroe County or County Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, F.S., running form the date, the monies were paid to Contractor. The *right to audit* provisions survives the termination of expiration of this Agreement.

In addition, if PROVIDER is required to provide an audit as set forth in Section 8(e) below, the audit shall be prepared by an independent certified public accountant (CPA) with a current license, in good standing with the Florida State Board of Accountancy.

7. PUBLIC ACCESS. The County and PROVIDER shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and PROVIDER in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by PROVIDER.

8. COMPLIANCE WITH COUNTY GUIDELINES. The PROVIDER must furnish to the County the following (items (a)-(j) must be provided prior to the payment of any invoices):

(a) IRS Letter of Determination and GUIDESTAR printout indicating current 501(c)(3) status;
(b) Proof of registration with the Florida Department of Agriculture as required by Florida Statute 496.405 and the Florida Department of State as require by Florida Statute 617.01201 or proof of exemption from registration as per Florida Stature 496.406.
(c) List of the Organization's Board of Directors of which there must be at least 5 and for each board member please indicate when elected to serve and the length of term of service;
(d) Evidence of annual election of Officers and Directors;
(e) Unqualified audited financial statements from the most recent fiscal year for all organizations that expend $150,000 a year or more; if qualified, include a statement of deficiencies with corrective actions recommended/taken; audit shall be prepared by an independent certified public accountant (CPA) with a current license, in good standing with the Florida State Board of Accountancy. If the PROVIDER receives $100,000 or more in grant funding from the County:
    a. The CPA that prepares the audit must also be a member of the American Institute of Certified Public Accountants (AICPA);
    b. The CPA must maintain malpractice insurance covering the audit services provided and
    c. The County shall be considered an "intended recipient" of said audit.
(f) Copy of a filed IRS Form 990 from most recent fiscal year with all attached schedules;
(g) Organization's Corporate Bylaws, which must include the organization's mission, board and membership composition, and process for election of officers;
(h) Organization's Policies and Procedures Manual which must include hiring policies for all staff, drug and alcohol free workplace provisions, and equal employment opportunity provisions;
(i) Specific description or list of services to be provided under this contract with this grant (see Attachment C);
(j) Annual Performance Report describing services rendered during the most recently completed grant period (to be furnished within 180 days after the contract end date.) The performance report shall include statistical information regarding the types and frequencies of services provided, and outcomes achieved (see Attachment D);
(k) Cooperation with County monitoring visits that the County may request during the contract year; and
(l) Other reasonable reports and information related to compliance with applicable laws, contract provisions and the scope of services that the County may request during the contract year.

COUNTY FORMS

By signing this Agreement, GRANTEE has sworn or affirmed to the following requirements as set forth in the Ethics Statement and non-collusion affidavit, as set forth in more detail in this Agreement.

9. ETHICS CLAUSE. By signing this Agreement, the GRANTEE warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

10. NON-COLLUSION AFFIDAVIT. GRANTEE by signing this Agreement, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the firm of GRANTEE, the bidder making the Proposal for the project described in the Scope of Work

and that I executed the said proposal with full authority to do so; the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition; the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

11. AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES. Grantee under penalty of perjury attests that Grantee does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Grantee, I certify under penalties of perjury that Grantee does not use coercion for labor or services in accordance with Section 787.06. Additionally, Grantee has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

RESPONSIBILITIES

12. SCOPE OF SERVICES. The PROVIDER, for the consideration named, covenants and agrees with the Board to substantially and satisfactorily perform and provide the services outlined in Attachment C to residents of Monroe County, Florida.

13. ATTORNEY'S FEES AND COSTS. The County and PROVIDER agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

14. BINDING EFFECT. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and PROVIDER and their respective legal representatives, successors, and assigns.

15. CODE OF ETHICS. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

16. NO SOLICITATION/PAYMENT. The County and PROVIDER warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the PROVIDER agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

17. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the PROVIDER is an independent contractor and not an employee of the Board. No statement contained in this agreement shall be construed so as to find the PROVIDER or any of its employees, contractors, servants or agents to be employees of the Board.

COMPLIANCE ISSUES

18. COMPLIANCE WITH LAW. In providing all services pursuant to this agreement, the PROVIDER shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the PROVIDER.

19. PROFESSIONAL RESPONSIBILITY AND LICENSING. The PROVIDER shall assure that all professionals have current and appropriate professional licenses and professional liability insurance coverage. Funding by the Board is contingent upon retention of appropriate local, state and/or federal certification and/or licensure of the PROVIDER'S program and staff.

20. NON-DISCRIMINATION. The COUNTY and PROVIDER agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The COUNTY and PROVIDER agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibits discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 12101), as amended from time to time, relating to

nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

AMENDMENTS, CHANGES, AND DISPUTES

21. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the services and/or reimbursement of services shall be accomplished by an amendment, which must be approved in writing by the County.

22. ADJUDICATION OF DISPUTES OR DISAGREEMENTS. County and PROVIDER agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. The PROVIDER and County staff shall try to resolve the claim or dispute with meet and confer sessions to be commenced within 30 days of the dispute or claim. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this agreement or by Florida law. Any claims or dispute that the parties cannot resolve shall be decided by the Circuit Court, 16th Judicial Circuit, Monroe County, Florida.

23. COOPERATION. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and PROVIDER agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and PROVIDER specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

ASSURANCES

24. COVENANT OF NO INTEREST. County and PROVIDER covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

25. NO ASSIGNMENT. The PROVIDER shall not assign this agreement except in writing and with the prior written approval of the Board, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This agreement shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions herein. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the Board in addition to the total agreed upon reimbursement amount for the services of the PROVIDER.

26. NON-WAIVER OF IMMUNITY. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the PROVIDER in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

27. ATTESTATIONS. PROVIDER agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

28. AUTHORITY. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

INDEMNITY ISSUES

29. INDEMNIFICATION AND HOLD HARMLESS. The PROVIDER covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims and causes of action for medical malpractice, medical negligence, bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the PROVIDER occasioned by the negligence, errors, or other wrongful act or omission of the PROVIDER'S employees, agents, or volunteers.

30. PRIVILEGES AND IMMUNITIES. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

31. NO PERSONAL LIABILITY. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

32. LEGAL OBLIGATIONS AND RESPONSIBILITIES: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

33. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the PROVIDER agree that neither the County nor the PROVIDER or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

GENERAL

34. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

35. NOTICE. Any notice required or permitted under this agreement shall be in writing and hand-delivered or mailed, postage pre-paid, by certified mail, return receipt requested, to the other party as follows:

For Board:

Grants Administrator	and	Monroe County Attorney
1100 Simonton Street		PO Box 1026
Key West, FL 33040		Key West, FL 33041

For PROVIDER
Liz Young, Executive Director
Monroe Council of the Arts Corporation
d/b/a Florida Keys Council of the Arts
1100 Simonton Street, Suite 2-263
Key West, FL 33040
305-295-4369
305-295-4372 FAX

36. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and PROVIDER agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The County and PROVIDER agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

37. NON-WAIVER. Any waiver of any breach of covenants herein contained to be kept and performed by the PROVIDER shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Board from declaring a forfeiture for any succeeding breach, either of the same conditions or covenants or otherwise.

38. SEVERABILITY. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and PROVIDER agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

39. CLAIMS FOR FEDERAL OR STATE AID: PROVIDER and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement. Any conditions imposed as a result of funding that effect the Scope of Services will be provided to each party.

40. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the PROVIDER and the Board.

[THIS SPACE INTENTIONALLY LEFT BLANK WITH SIGNATORY PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first written above.

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By _____
As Deputy Clerk

Martha E. Resk
Witness

David Dwight
Witness

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor/Chairman

Monroe Council of the Arts Corporation

(Federal ID No. 65-0737532)

By _____
Executive Director

EXPENSE REIMBURSEMENT REQUIREMENTS
This document is intended to provide basic guidelines to Human Service and Community-Based Organizations, county travelers, and contractual parties who have reimbursable expenses associated with Monroe County business. These guidelines, as they relate to travel, are from the Monroe County Code of Ordinances and State laws and regulations.

A cover letter (see Attachment B) summarizing the major line items on the reimbursable expense request needs to also contain the following notarized certified statement:

"I certify that the above checks have been submitted to the vendors as noted and that the attached expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source."

Invoices should be billed to the contracting agency. Third party payments will not be considered for reimbursement. Remember, the expense should be paid prior to requesting a reimbursement.

Only current charges will be considered, no previous balances.

Reimbursement requests will be monitored in accordance with the level of detail in the contract. This document should not be considered all-inclusive. The Clerk's Finance Department reserves the right to review reimbursement requests on an individual basis. Any questions regarding these guidelines should be directed to 305-292-3534.

Data Processing, PC Time, etc.
The vendor invoice is required for reimbursement. Inter-company allocations are not considered reimbursable expenditures unless appropriate payroll journals for the charging department are attached and certified.

Payroll
A certified statement verifying the accuracy and authenticity of the payroll expense is needed. If a Payroll Journal is provided, it should include: dates, employee name, salary or hourly rate, total hours worked, withholding information and paid payroll taxes, check number and check amount. If a Payroll Journal is not provided, the following information must be provided: pay period, check amount, check number, date, payee, and support for applicable paid payroll taxes.

Postage, Overnight Deliveries, Courier, etc.
A log of all postage expenses as they relate to the County contract is required for reimbursement. For overnight or express deliveries, the vendor invoice must be included.

Rents, Leases, etc.
A copy of the rental or lease agreement is required. Deposits and advance payments are not allowable expenses.

Reproductions, Copies, etc.
A log of copy expenses as they relate to the County contract is required for reimbursement. The log must define the date, number of copies made, source document, purpose, and recipient. A reasonable fee for copy expenses will be allowable. For vendor services, the vendor invoice and a sample of the finished product are required.

Supplies, Services, etc.
For supplies or services ordered, a vendor invoice is required.

Telefax, Fax, etc.
A fax log is required. The log must define the sender, the intended recipient, the date, the number called, and the reason for sending the fax.

Telephone Expenses
A user log of pertinent information must be remitted including: the party called, the caller, the telephone number, the date, and the purpose of the call.

Travel and Meal Expenses
Travel expenses must be submitted on a State of Florida Voucher for Reimbursement of Travel Expenses. Travel reimbursement requests must be submitted and will be paid in accordance with Monroe County Code of Ordinances and State laws and regulations. Credit card statements are not acceptable documentation for reimbursement. If attending a conference or meeting, a copy of the agenda is needed. Airfare reimbursement requires the original passenger receipt portion of the airline ticket. A travel itinerary is appreciated to facilitate the audit trail. Auto rental reimbursement requires the vendor invoice. Fuel purchases should be documented with paid receipts. Taxis are not reimbursed if taken to arrive at a departure point: for example, taking a taxi from one's residence to the airport for a business trip is not reimbursable. Parking is considered a reimbursable travel expense at the destination. Airport parking during a business trip is not.

A detailed list of charges is required on the lodging invoice. Balance due must be zero. Room must be registered and paid for by traveler. The County will only reimburse the actual room and related bed tax. Room service, movies, and personal telephone calls are not allowable expenses.

Mileage reimbursement shall be at the rate established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. An odometer reading must be included on the state travel voucher for vicinity travel. Mileage is not allowed from a residence or office to a point of departure. For example, driving from one's home to the airport for a business trip is not a reimbursable expense.

Meal reimbursement shall be at the rates established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. Meal guidelines state that travel must begin prior to 6 a.m. for breakfast reimbursement, before noon and end after 2 p.m. for lunch reimbursement, and before 6 p.m. and end after 8 p.m. for dinner reimbursement.

Non-allowable Expenses
The following expenses are not allowable for reimbursement: capital outlay expenditures (unless specifically included in the contract), contributions, depreciation expenses (unless specifically included in the contract), entertainment expenses, fundraising, non-sufficient check charges, penalties and fines.

ATTACHMENT B

ORGANIZATION
LETTERHEAD

Monroe County Board of County Commissioners
Finance Department
500 Whitehead Street
Key West, FL 33040

Date

The following is a summary of the expenses for (Organization name) for the time period of_____ to _____.

Check #	Payee	Reason	Amount
101	Company A	Rent	$ X,XXX.XX
102	Company B	Utilities	XXX.XX
104	Employee A	P/R ending 05/14/01	XXX.XX
105	Employee B	P/R ending 05/28/01	XXX.XX
(A)	Total		$ X,XXX.XX
(B)	Total prior payments		$ X,XXX.XX
(C)	Total requested and paid (A + B)		$ X,XXX.XX
(D)	Total contract amount		$ X,XXX.XX
	Balance of contract (D-C)		$ X,XXX.XX

I certify that the above checks have been submitted to the vendors as noted and that the expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source.

_____
Executive Director

Attachments (supporting documentation)

TO BE COMPLETED BY NOTARY *(in accordance with State notary requirements)*

State of _____

County of _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____day of _____ (month), _____ (year), by _____ (name of officer or agent, title of officer or agent) of _____ (name of entity).

_____ Personally Known

_____ Produced Identification: Type of ID and Number on ID_____

(SEAL)

_____
Signature of Notary

_____
Name of Notary *(Typed, Stamped or Printed)*

Notary Public, State of _____

ATTACHMENT C

Specific description and list of services to be provided under this contract:

Overview of the Florida Keys Council of the Arts
Fiscal Year 2023-2025

Monroe Council of the Arts Corporation d/b/a Florida Keys Council of the Arts is the liaison among cultural organizations, all levels of government and the private sector in advancing and promoting the arts throughout Monroe County. The Council endeavors to make the arts a part of the fabric of daily life.

Vision Statement: The vision of Florida Keys Council of the Arts is to enrich the arts and enhance the cultural heritage of the Florida Keys.

Mission Statement: The mission of the Florida Keys Council of the Arts is to advance the creative development and promotion of the arts in our cultural community by providing excellence in leadership, advocacy, education and financial support for artists, cultural organizations, and citizens of Monroe County.

Cultural Equity statement: The Florida Keys Council of the Arts is committed to ensuring that everyone in our community has equal access to the arts and the fundamental right to express their culture through the arts. We believe the arts have the power to change hearts and minds and inspire social change.

The Florida Keys Council of the Arts is designated by the Board of County Commissioners as the Local Arts Agency (LAA) as provided by Florida Statute 286.011.

The scope of services as stated in FKCA's contract with the BOCC for the period April 16, 1997, through September 30, 2031, is to provide the program development and sponsorship necessary to accomplish within Monroe County the goals and purposes set forth in the Florida Fine Arts Act of 1980.

BOCC funding supports some of the administrative costs of Florida Keys Council of the Arts (FKCA). This provides the arts council the ability to secure specific project funding through writing grants and raising private funds and then to administer various grant programs. Although many arts councils in the State of Florida and nationally are divisions or departments of County governments, FKCA is established as a nonprofit organization in a public-private partnership with Monroe County.

Allowable expenses for which FKCA may receive reimbursement from the BOCC are typically listed as data processing, PC time, payroll, postage, delivery, productions, supplies, telephone, and travel expenses.

Services to be provided by the
Florida Keys Council of the Arts under the 2023/24 Agreement with the
Board of County Commissioners of Monroe County, Florida

The current staff consists of three full time persons, the Executive Director, Elizabeth Young, Business Manager, Martha Resk and Executive Assistant and Marketing/Public Relations Specialist, Cynthia Page. They are assisted by two part-time people, Special Event and Public Art Specialist, Reen Stanhouse and one contractor, Website Administrator, Kati Van Aernum, volunteers, including board members, also provide valuable services to the operations.

The Responsibilities of the Florida Keys Council of the Arts (FKCA) staff are as follows.

1. Provide professional support and technical assistance to the FKCA board.

2. Provide all administrative support and technical assistance to the Art in Public Places (AIPP) Board.
3. Provide professional support and technical assistance to the Cultural Umbrella (CU) committee of the Tourist Development Council (TDC).
4. Advertise all meetings of the FKCA board, AIPP, Cultural Umbrella, and other committees pursuant to Florida's Government in the Sunshine standards.
5. Manage additional art in public buildings programs not under the supervision of the AIPP committee.
6. Secure non-county funds such as grants and public and private donations to support grants, programs, services, and scholarships for residents listed here:
    a. Artists in Schools
    b. Art Builds Community
    c. Special Project Grant
    d. Key West Writers Guild Award
    e. South Florida Cultural Consortium Visual and Media Artist Fellowship
    f. Arts in Hospital
    g. Hurricane Emergency Grants
    h. Pandemic Emergency Grants

7. Manage Cultural Umbrella grant program, funded by tourist-tax dollars, under contract to the Tourist Development Council and described in (15), below.
8. Manage all the above-mentioned grant programs.
9. Secure funds and administer Artists in Schools grants.
10. Secure funds and administer Art Builds Community grants.
11. Secure funds and administer Key West Writers Guild Award.
12. Secure funds and administer Special Project Grants.
13. Secure funds and administer South Florida Cultural Consortium Visual & Media Artists Fellowships.
14. Secure funds and administer Cultural Umbrella grants.
15. Partner with TDC, and secure tourist tax and non-county funds such as grants, ad revenue and private donations to support publications of benefit to tourists as well as residents:
    a. Gallery Guide
    b. KeysArts Quarterly Cultural Events Brochure
    c. Culture Magazine

16. Maintain website http://www.keysarts.com
17. Recruit and retain members
18. Perform general office tasks
19. Bookkeeping

SUMMARY

The Florida Keys Council of the Arts is a non-profit, 501(c) (3) corporation serving a public purpose. It has been in a contractual relationship with local county government since 1997. FKCA is incorporated with the State of Florida and recognized by the IRS as the Monroe Council of the Arts Corporation, dba Florida Keys Council of the Arts, FEIN 65-0737532. Governing documents, including the articles of incorporation, bylaws and strategic plan are available for review on the arts council's award-winning website, www.keysarts.com.

FKCA is the main source of information on arts and culture in the Keys. Cultural tourism is an important component of the tourist-based economy. Additionally, FKCA serves local residents including school children and the elderly. FKCA connects local artists and arts organizations with one another, with their audiences and with the world. It serves 75,000 local residents and 4.4 million visitors annually. A nine-member board of directors guides the council, assisted by three

alternate directors, two director's emeritus and many advisory board members. Daily functions are carried out by the executive director, staff, and valued volunteers.

FKCA funding is provided by the Monroe County Board of County Commissioners, the Tourist Development Council, members, donors, private donations, and grant makers, including the Community Foundation of the Florida Keys, the South Florida Cultural Consortium, the State of Florida, Department of State, Division of Cultural Affairs, the Florida Council on Arts and Culture, and the National Endowment for the Arts.

Scope of Services provided by the Florida Keys Council of the Arts for the Tourist Development Council 2023 – 2025 contract.

FKCA is the main source of information on arts and culture in the Keys. Cultural tourism is a significant component of the tourist-based economy.

Responsibilities include:

a. Provide a central point of contact in the promotion of the arts, artists and cultural organizations in the county.
b. Act as advocate and liaison in contacts with the community, media, county commissioners, and cultural organizations both within and outside the county.
c. Manage and update a comprehensive web site which includes an annual calendar of events
d. Maintain a comprehensive database of artists, organizations and patrons
e. Collect and disseminate cultural event information
f. Interact effectively with all staff of the TDC, Tinsley Advertising and NewmanPR Associates
g. Participate in state and national economic survey data collection and reporting efforts to stay current in tourism trends.
h. Request and manage monthly TDC reimbursements
i. Provide program management and development
j. Manage the revolving art in public buildings program in two airports, ten county buildings and commissioners' offices.
k. Represent the FKCA in national, state and local cultural associations and inform the Board of all major initiatives undertaken by these organizations to promote tourism.
l. Outreach to artists and cultural organizations in the Keys and beyond
m. Engage in event planning and implementation in partnership with other community organizations such as MARC House, Tropic Cinema, Key West Maritime Society, etc.

Publish and distribute publications of benefit to tourists as well as residents:

Gallery Guide

i. The *Gallery Guide* is a popular fold-out map and guide to more than 50 Keys' art galleries. All galleries are eligible to participate by sharing in the cost of production.
ii. 15,000 copies are distributed annually to over 200 Keys' locations, including hotels, guesthouses, chambers, and museums.
iii. *The Gallery Guide* is also included in national and international press kits and distributed at travel trade shows.
iv. *The Gallery Guide* is updated in both content and style to maintain its appeal and accuracy.

KeysArts Quarterly *Cultural Events Brochure*

v. *KeysArts* is a printed comprehensive cultural calendar listing all of the cultural events including theater, concerts, gallery receptions and exhibits, festivals,

dance, literary and museum programs happening throughout the Keys in a three-month period.

vi. 17,000 copies are distributed annually to over 200 Keys' locations

vii. *KeysArts* is also included in national and international press kits and distributed at travel trade shows.

Culture Magazine

viii. *Culture Magazine* produced by Tinsley Advertising in cooperation with the Cultural Umbrella committee.

ix. The magazine is an annual insert in the In-Room Concierge hard cover book placed in hotel rooms throughout the Keys.

x. In addition to the insert, free-standing copies are printed and distributed locally by the Arts Council. It is included in national and international press kits and distributed at travel trade shows.

xi. *Culture Magazine* is currently the most downloaded brochure on the TDC's award winning website, www.fla-keys.com

Our website – www.keysarts.com

- FKCA's website provides complete information, in a visually attractive and easy to navigate format using contemporary graphic design, for visitors and residents about the arts and culture scene from Key Largo to Key West.
- It has a direct link to the TDC website
- It provides contact information and direct links to all Keys' cultural organizations by category for easy reference for visitors
- The Cultural Calendar is posted and e-mailed to media, members, and the public on a weekly basis along with other timely arts information in an attractive newsletter format
- Art in Public Places installations and photos are posted
- Calls to Artists are kept current and posted monthly
- Interactive Artists Registry is available
- Press releases are archived

Compile, write, edit, and publish cultural event calendar listings and calls to artists in various formats

a. Gather and edit cultural information by phone, mail and e-mail with visual, literary, and performing artists, cultural and community organizations, and other members of the public.
b. Coordinate with advertising, printing, public relations, webmaster and internet providers as needed to maintain product quality.
c. Conduct environmental scanning of newspapers and websites including, but not limited to, www.fla-keys.com and www.keysnews.com.
d. Send cultural calendar to 15 local print publications, radio stations and media outlets in South Florida weekly including Newman PR, Key West Citizen's Paradise section, KONK Life, Keynoter, and the Free Press.
e. Send by e-mail to opt-in subscriber list weekly.
f. Compile, edit and route information for use in KeysArts Quarterly and annual Culture Magazine and various regional and national calendars, publications, and websites.

Maintain prompt, courteous communications with public and cultural community -- approximately 150 requests per month whether phone, e-mail, in-person from visitors (events, public art exhibits, galleries, workshops) including artists, musicians, performers, writers (advising on how to get involved in festivals, gallery shows, public art, auditions, performing arts venues available, publicizing classes, how to set up and publicize their own events).

ATTACHMENT D

FY2025 Annual Performance Report
(For year October 1, 2024 – September 30, 2025)

Agency Name	
Point of Contact (POC)	
Phone/Email	
Grant Amount	

Per Section 8 of your contract, it is required that you fill out the entire form and answer every question.

Narrative on the FY2025 Performance (i.e. successes, challenges, etc.):

Questions:

1. Please list services and client information below for the program/activities funded by the Monroe County award.

Services	Target Population	Number of Persons in Target Population	Total Number of Clients Served in FY2025
		Total Unduplicated Clients Served	

2. What were the measurable outcomes (including numbers) accomplished in FY2025? *Please base these outcomes on the services you identified in Question #1.*

3. What number and percentage of your clients/participants were at or below the federal poverty level in FY2025; and/or 200%; and/or another standard used by your organization?

4. Were all the awarded funds used in FY2025? If not, please explain.

5. What is the number of FTEs working on the program(s) funded by the award in FY2025?

6. Were the awarded funds used as match in FY2025? If so, please list matching sources.

7. What area of Monroe County did you serve in FY2025?

8. How many total FTEs in your organization?

9. Volunteers: ____ hours of program service were contributed by _____ volunteers in FY2025.

10. What was the CEO/Executive Director (or highest paid title) compensation in FY2025? *(Please breakdown between salary and benefits.)*

11. What is your organization's fiscal year?

For the following questions, please use the number as reported on your FY2025 IRS Form 990. If your FY2025 IRS Form 990 is not yet prepared, please provide an estimate for the following questions.

12. What were your organization's total expenses in FY2025?

13. What was your organization's total revenue in FY2025?

14. What was the organization's total in grants and contracts for FY2025?

15. What was the organization's total donations and in-kind (fundraising) in FY2025?

16. What percentage of your expenses are program service expenses[1] versus management and general expenses[2] in FY2025 as reported on your IRS Form 990?

[1] Program service expenses are defined as expenses needed to run your programs.

[2] Management and general expenses encompass expenses such as human resources, salaries of those not working directly with programs, legal services, accounting services, insurance expenses, office management, auditing, and other centralized services.

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Budget Meeting Meeting
September 11, 2024
Agenda Item Number: B8
2023-2908

BULK ITEM: Yes **DEPARTMENT:** Budget and Finance

TIME APPROXIMATE: **STAFF CONTACT:** Andrew Roltsch

AGENDA ITEM WORDING:

Approval of Fiscal Year 2025 contract with Guidance/Care Center (The Heron, Assisted Living Facility Program) funded by the Board of County Commissioners through recommendations of the Human Services Advisory Board (HSAB) totaling $45,000.

ITEM BACKGROUND:

The Human Services Advisory Board (HSAB) met on June 10, 2024 and made funding recommendations to the Board of County Commissioners regarding the distributing of funding for local non-profit human service organizations (HSO) totaling $2,203,226.00

Attached is the funding recommendations for FY2025 (October 1, 2024 – September 30, 2025). The Agreement with Guidance/Care Center (The Heron, Assisted Living Facility Program) is attached.

This Agreement is being separately approved from other HSO agreements to address a voting conflict.

PREVIOUS RELEVANT BOCC ACTION:

The FY2024 HSAB Budget ($2,203,225.00) was approved by the BOCC on September 20, 2023, during the adoption of the final Operating Budget for Fiscal Year 2024.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Contract - GCC - Heron FY25.pdf
FY2025 Funding Recommendations - BOCC - GCC-Heron 1.pdf

FINANCIAL IMPACT:

Source	Memo	Amount	Timing
001-03259 · The Heron	Guidance/Care Center - The Heron, Assisted Living Facility Program	$45,000.00	9/11/2024

AGREEMENT

This Agreement is made and entered into this 11th day of September 2024, between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, hereinafter referred to as "Board" or "County," and **Guidance/Care Center, Inc**., a Florida 501(c)(3) not-for-profit corporation, hereinafter referred to as "PROVIDER."

WHEREAS, the PROVIDER is a not-for-profit corporation established for the provision of mental health support for disadvantaged, mentally ill persons, and

WHEREAS, it is a legitimate public purpose to provide mental health support for disadvantaged, mentally ill persons, now, therefore,

IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

FUNDING

1. AMOUNT OF AGREEMENT. The Board, in consideration of the PROVIDER substantially and satisfactorily performing and providing mental health support for disadvantaged, mentally ill persons living in Monroe County, Florida, as provided for in this Agreement, shall pay to the PROVIDER the sum of **FORTY-FIVE THOUSAND AND NO/100 DOLLARS ($45,000.00)** for fiscal year 2025.

2. TERM. This Agreement shall commence on **October 1, 2024, and terminate September 30, 2025**, unless earlier terminated pursuant to other provisions herein.

3. PAYMENT. Payment will be made periodically, no less than quarterly but no more frequently than monthly, as hereinafter set forth. Reimbursement requests shall include items paid by the PROVIDER within 120 days of payment by the PROVIDER. Reimbursement requests will be submitted to the Board via the Office of Management and Budget. Reimbursement request and supporting documentation must be acceptable to the Clerk's Finance Office. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursal of funds. The County shall only reimburse, subject to the funded amounts below, those reimbursable expenses which are reviewed and approved as complying with Monroe County Code of Ordinances, State laws and regulations and Attachment A - Expense Reimbursement Requirements. Evidence of payment by the PROVIDER shall be in the form of a letter, summarizing the expenses, with supporting documentation attached. **(The Office of Management and Budget may accept Reimbursement Requests electronically, but only when submitted and formatted in a PDF file with cover letter and attachments together in one (1) file.)** The PROVIDER agrees to submit hard copies of Reimbursement Request and supporting documentation upon request. The letter should contain a notarized certification statement. An example of a reimbursement request cover letter is included as Attachment B. The organization's final invoice must be received within thirty days after the termination date of this contract shown in Article 2 above.

After the Clerk of the Board examines and approves the request for reimbursement, the Board shall reimburse the PROVIDER. However, the total of said reimbursement expense payments in the aggregate sum shall not exceed the total amount shown in Article 1, above, during the term of this agreement.

4. AVAILABILITY OF FUNDS. If funds cannot be obtained or cannot be continued at a level sufficient to allow for continued reimbursement of expenditures for services specified herein, this agreement may be terminated immediately at the option of the Board by written notice of termination delivered to the PROVIDER. The Board shall not be obligated to pay for any services

or goods provided by the PROVIDER after the PROVIDER has received written notice of termination, unless otherwise required by law.

5. PURCHASE OF PROPERTY. All property, whether real or personal, purchased with funds provided under this agreement, shall become the property of Monroe County and shall be accounted for pursuant to statutory requirements. Funding under this agreement shall not be used to purchase capital assets.

RECORDKEEPING

6. RECORDS AND RIGHT TO AUDIT. PROVIDER shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of ten (10) years from the termination of this agreement. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for ten (10) years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to PROVIDER pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the PROVIDER, the PROVIDER shall repay the monies together with interest calculated pursuant to Sec. 55.03, Florida Statutes, running from the date the monies were paid by the COUNTY.

Right to Audit. *Availability of Records*. The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and if applicable trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by County or the Monroe County Office of the Clerk of Court and Comptroller (hereinafter referred to as "County Clerk") to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in County's or the County Clerk's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by County's representative and/or agents or the County Clerk. County or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors' representatives. All records shall be kept for ten (10) years after Final Completion of the Project. The County Clerk possesses the independent authority to conduct an audit of Records, assets, and activities relating to this Project. If any auditor employed by the Monroe County or County Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, F.S., running form the date, the monies were paid to Contractor. The *right to audit* provisions survives the termination of expiration of this Agreement.

In addition, if PROVIDER is required to provide an audit as set forth in in Section 8(e) below, the audit shall be prepared by an independent certified public accountant (CPA) with a current license, in good standing with the Florida State Board of Accountancy.

7. PUBLIC ACCESS. The County and PROVIDER shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the

County and PROVIDER in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by PROVIDER.

8. COMPLIANCE WITH COUNTY GUIDELINES. The PROVIDER must furnish to the County the following (items (a)-(j) must be provided prior to the payment of any invoices):

(a) IRS Letter of Determination and GUIDESTAR printout indicating current 501(c)(3) status;
(b) Proof of registration with the Florida Department of Agriculture, as required by Florida Statute 496.405, and the Florida Department of State, as require by Florida Statute 617.01201, or proof of exemption from registration as per Florida Statute 496.406.
(c) List of the Organization's Board of Directors of which there must be at least 5 and for each board member please indicate when elected to serve and the length of term of service;
(d) Evidence of annual election of Officers and Directors/Directors At-Large or bi-annual election of Officers and Directors/Directors At-Large as applicable;
(e) Unqualified audited financial statements from the most recent fiscal year for all organizations that expend $150,000 a year or more; if qualified, include a statement of deficiencies with corrective actions recommended/taken; audit shall be prepared by an independent certified public accountant (CPA) with a current license, in good standing with the Florida State Board of Accountancy. If the PROVIDER receives $100,000 or more in grant funding from the County:
    a. The CPA that prepares the audit must also be a member of the American Institute of Certified Public Accountants (AICPA);
    b. The CPA must maintain malpractice insurance covering the audit services provided and
    c. The County shall be considered an "intended recipient" of said audit.
(f) Copy of a filed IRS Form 990 from most recent fiscal year with all attached schedules;
(g) Organization's Corporate Bylaws, which must include the organization's mission, board and membership composition, and process for election of officers;
(h) Organization's Policies and Procedures Manual which must include hiring policies for all staff, drug and alcohol-free workplace provisions, and equal employment opportunity provisions;
(i) Specific description or list of services to be provided under this contract with this grant (see Attachment C);
(j) Annual Performance Report describing services rendered during the most recently completed grant period (to be furnished within 30 days after the contract end date.) The performance report shall include statistical information regarding the types and frequencies of services provided, a profile of clients (including residency) and numbers served, and outcomes achieved (see Attachment D); If Grantee fails to submit any monthly / quarterly reimbursement request or the annual performance report, the Grantee will be disqualified from applying for grant funding in the next fiscal year;
(k) Cooperation with County monitoring visits that the County may request during the contract year; and
(l) Other reasonable reports and information related to compliance with applicable laws, contract provisions and the scope of services that the County may request during the contract year.

COUNTY FORMS

By signing this Agreement, GRANTEE has sworn or affirmed to the following requirements as set forth in the Ethics Statement and non-collusion affidavit, as set forth in more detail in this Agreement.

9. ETHICS CLAUSE. By signing this Agreement, the GRANTEE warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may,

in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

10. NON-COLLUSION AFFIDAVIT. GRANTEE by signing this Agreement, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the firm of GRANTEE, the bidder making the Proposal for the project described in the Scope of Work and that I executed the said proposal with full authority to do so; the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition; the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

11. AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES. Grantee under penalty of perjury attests that Grantee does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Grantee, I certify under penalties of perjury that Grantee does not use coercion for labor or services in accordance with Section 787.06. Additionally, Grantee has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

RESPONSIBILITIES

12. SCOPE OF SERVICES AND REIMBURSEMENT REQUEST. The PROVIDER, for the consideration named, covenants and agrees with the Board to substantially and satisfactorily perform and provide the services outlined in Attachment C to residents of Monroe County, Florida. **If Grantee fails to submit any monthly reimbursement request or the annual performance report, the Grantee will be disqualified from applying for grant funding in the next fiscal year.**

13. ATTORNEY'S FEES AND COSTS. The County and PROVIDER agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to

reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

14. BINDING EFFECT. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and PROVIDER and their respective legal representatives, successors, and assigns.

15. CODE OF ETHICS. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

16. NO SOLICITATION/PAYMENT. The County and PROVIDER warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the PROVIDER agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

17. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the PROVIDER is an independent contractor and not an employee of the Board. No statement contained in this agreement shall be construed so as to find the PROVIDER or any of its employees, contractors, servants or agents to be employees of the Board.

COMPLIANCE ISSUES

18. COMPLIANCE WITH LAW. In providing all services pursuant to this agreement, the PROVIDER shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the PROVIDER.

19. PROFESSIONAL RESPONSIBILITY AND LICENSING. The PROVIDER shall assure that all professionals have current and appropriate professional licenses and professional liability insurance coverage. Funding by the Board is contingent upon retention of appropriate local, state and/or federal certification and/or licensure of the PROVIDER'S program and staff.

20. NON-DISCRIMINATION. The COUNTY and PROVIDER agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The COUNTY and PROVIDER agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibits discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794),

which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 12101), as amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

AMENDMENTS, CHANGES, AND DISPUTES

21. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the services and/or reimbursement of services shall be accomplished by an amendment, which must be approved in writing by the County.

22. ADJUDICATION OF DISPUTES OR DISAGREEMENTS. County and PROVIDER agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. The PROVIDER and County staff shall try to resolve the claim or dispute with meet and confer sessions to be commenced within 30 days of the dispute or claim. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this agreement or by Florida law. Any claims or dispute that the parties cannot resolve shall be decided by the Circuit Court, 16th Judicial Circuit, Monroe County, Florida.

23. COOPERATION. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and PROVIDER agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and PROVIDER specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

ASSURANCES

24. COVENANT OF NO INTEREST. County and PROVIDER covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

25. NO ASSIGNMENT. The PROVIDER shall not assign this agreement except in writing and with the prior written approval of the Board, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This agreement shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions herein. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the Board in addition to the total agreed upon reimbursement amount for the services of the PROVIDER.

26. NON-WAIVER OF IMMUNITY. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the PROVIDER in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government

liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

27. ATTESTATIONS. PROVIDER agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

28. AUTHORITY. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

INDEMNITY ISSUES

29. INDEMNIFICATION AND HOLD HARMLESS. The PROVIDER covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims and causes of action for medical malpractice, medical negligence, bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the PROVIDER occasioned by the negligence, errors, or other wrongful act or omission of the PROVIDER'S employees, agents, or volunteers.

30. PRIVILEGES AND IMMUNITIES. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

31. NO PERSONAL LIABILITY. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

32. LEGAL OBLIGATIONS AND RESPONSIBILITIES: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

33. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the PROVIDER agree that neither the County nor the PROVIDER or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

GENERAL

34. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

35. NOTICE. Any notice required or permitted under this agreement shall be in writing and hand-delivered or mailed, postage pre-paid, by certified mail, return receipt requested, to the other party as follows:

For Board:

Grants Administrator
1100 Simonton Street
Key West, FL 33040

and

Monroe County Attorney
PO Box 1026
Key West, FL 33041

For PROVIDER

Sharon Crippen, Senior Vice President
Guidance/Care Center
3000 41st Street
Marathon, FL 33050

Copies of all default notices, notices of breach, termination, legal claim, or indemnity copied to:

WestCare Foundation, Inc.
Attn: Executive Vice President
1711 Whitney Mesa Drive
Henderson, Nevada 89014

36. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and PROVIDER agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The County and PROVIDER agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

37. NON-WAIVER. Any waiver of any breach of covenants herein contained to be kept and performed by the PROVIDER shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Board from declaring a forfeiture for any succeeding breach, either of the same conditions or covenants or otherwise.

38. SEVERABILITY. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and PROVIDER agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

39. CLAIMS FOR FEDERAL OR STATE AID: PROVIDER and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement. Any conditions imposed as a result of funding that effect the Scope of Services will be provided to each party.

40. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the PROVIDER and the Board.

[THIS SPACE INTENTIONALLY LEFT BLANK WITH SIGNATORY PAGE TO FOLLOW]

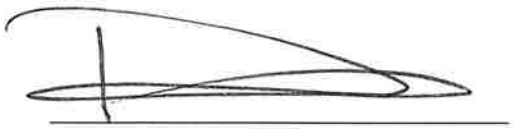
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first written above.

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By_____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By_____
Mayor/Chairman



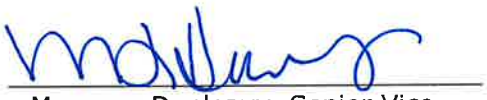
Witness



Witness

Guidance/Care Center, Inc. a Florida 501(c)(3) not-for-profit corporation

(Federal ID No. 59-1458324)

By 
Maureen Dunleavy, Senior Vice President
Resolution WCGCC 2024-01

EXPENSE REIMBURSEMENT REQUIREMENTS

This document is intended to provide basic guidelines to Human Service and Community-Based Organizations, county travelers, and contractual parties who have reimbursable expenses associated with Monroe County business. These guidelines, as they relate to travel, are from the Monroe County Code of Ordinances and State laws and regulations.

Provide documentation of number of clients served and explanation of measurable outcomes described in Q.29, of the FY2025 application submitted to the HSAB, that were achieved during the billing period.

For reimbursement of Payroll and/or fees for services, the Provider shall provide supporting documentation to substantiate that the work performed was for services as set forth in Attachment C (sign-in log from clients served, a detailed work log with services rendered and client(s) served for that time period as indicated above)

A cover letter (see Attachment B) summarizing the major line items on the reimbursable expense request needs to also contain the following notarized certified statement:

"I certify that the above checks have been submitted to the vendors as noted and that the attached expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source."

The notary public is subject to the provisions of Chapter 117, Florida Statutes, must use a certificate in substantially the following form in notarizing a tangible or an electronic record.

TO BE COMPLETED BY NOTARY *(in accordance with State notary requirements)*

State of _____

County of _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____day of _____ (month), _____ (year), by _____ (name of officer or agent, title of officer or agent) of _____ (name of entity).

_____ Personally Known

_____ Produced Identification: Type of ID and Number on ID_____

(SEAL)

_____
Signature of Notary

_____
Name of Notary *(Typed, Stamped or Printed)*

Notary Public, State of _____

Invoices should be billed to the contracting agency. Third party payments will not be considered for reimbursement. Remember, the expense should be paid prior to requesting a reimbursement.

Only current charges will be considered, no previous balances.

Reimbursement requests will be monitored in accordance with the level of detail in the contract. This document should not be considered all-inclusive. The Clerk's Finance Department reserves the right to review reimbursement requests on an individual basis. Any questions regarding these guidelines should be directed to 305-292-3534.

Data Processing, PC Time, etc.
The vendor invoice is required for reimbursement. Inter-company allocations are not considered reimbursable expenditures unless appropriate payroll journals for the charging department are attached and certified.

Payroll
A certified statement verifying the accuracy and authenticity of the payroll expense is needed. If a Payroll Journal is provided, it should include: dates, employee name, salary or hourly rate, total hours worked, withholding information and paid payroll taxes, check number and check amount. If a Payroll Journal is not provided, the following information must be provided: pay period, check amount, check number, date, payee, and support for applicable paid payroll taxes. Payroll and/or fees for services requests for reimbursement shall include the supporting documentation as detailed above. The Clerk may request further documentation to verify and substantiate that the payment request for payroll and/or fees for services relates to the services provided as set forth in Attachment C.

Postage, Overnight Deliveries, Courier, etc.
A log of all postage expenses as they relate to the County contract is required for reimbursement. For overnight or express deliveries, the vendor invoice must be included.

Rents, Leases, etc.
A copy of the rental or lease agreement is required. Deposits and advance payments are not allowable expenses.

Reproductions, Copies, etc.
A log of copy expenses as they relate to the County contract is required for reimbursement. The log must define the date, number of copies made, source document, purpose, and recipient. A reasonable fee for copy expenses will be allowable. For vendor services, the vendor invoice and a sample of the finished product are required.

Supplies, Services, etc.
For supplies or services ordered, a vendor invoice is required.

Telefax, Fax, etc.
A fax log is required. The log must define the sender, the intended recipient, the date, the number called, and the reason for sending the fax.

Telephone Expenses
A user log of pertinent information must be remitted including: the party called, the caller, the telephone number, the date, and the purpose of the call.

Travel and Meal Expenses
Travel expenses must be submitted on a State of Florida Voucher for Reimbursement of Travel Expenses. Travel reimbursement requests must be submitted and will be paid in accordance with Monroe County Code of Ordinances and State laws and regulations. Credit card statements are not acceptable documentation for reimbursement. If attending a conference or meeting, a copy of the agenda is needed. Airfare reimbursement requires the original passenger receipt portion of the airline ticket. A travel itinerary is appreciated to facilitate the audit trail. Auto rental reimbursement requires the vendor invoice. Fuel purchases should be documented with paid receipts. Taxis are not reimbursed if taken to arrive at a departure point: for example, taking a taxi from one's

residence to the airport for a business trip is not reimbursable. Parking is considered a reimbursable travel expense at the destination. Airport parking during a business trip is not.

A detailed list of charges is required on the lodging invoice. Balance due must be zero. Room must be registered and paid for by traveler. The County will only reimburse the actual room and related bed tax. Room service, movies, and personal telephone calls are not allowable expenses.

Mileage reimbursement shall be at the rate established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. An odometer reading must be included on the state travel voucher for vicinity travel. Mileage is not allowed from a residence or office to a point of departure. For example, driving from one's home to the airport for a business trip is not a reimbursable expense.

Meal reimbursement shall be at the rates established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. Meal guidelines state that travel must begin prior to 6 a.m. for breakfast reimbursement, before noon and end after 2 p.m. for lunch reimbursement, and before 6 p.m. and end after 8 p.m. for dinner reimbursement.

Non-allowable Expenses
The following expenses are not allowable for reimbursement: capital outlay expenditures (unless specifically included in the contract), contributions, depreciation expenses (unless specifically included in the contract), entertainment expenses, fundraising, non-sufficient check charges, penalties and fines.

ATTACHMENT B

ORGANIZATION
LETTERHEAD

Monroe County Board of County Commissioners
Finance Department
500 Whitehead Street
Key West, FL 33040

Date

The following is a summary of the expenses for (Organization name) for the time period of___ to ___.

Check #	Payee	Reason	Amount
101	Company A	Rent	$ X,XXX.XX
102	Company B	Utilities	XXX.XX
104	Employee A	P/R ending 05/14/01	XXX.XX
105	Employee B	P/R ending 05/28/01	XXX.XX
(A)	Total		$ X,XXX.XX
(B)	Total prior payments		$ X,XXX.XX
(C)	Total requested and paid (A + B)		$ X,XXX.XX
(D)	Total contract amount		$ X,XXX.XX
	Balance of contract (D-C)		$ X,XXX.XX

I certify that the above checks have been submitted to the vendors as noted and that the expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source.

_____
Chief Executive Officer

Attachments (supporting documentation)

TO BE COMPLETED BY NOTARY *(in accordance with State notary requirements)*

State of _____

County of _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____day of _____ (month), _____ (year), by _____ (name of officer or agent, title of officer or agent) of _____ (name of entity).

_____ Personally Known

_____ Produced Identification: Type of ID and Number on ID_____

(SEAL)

_____
Signature of Notary

_____
Name of Notary *(Typed, Stamped or Printed)*

Notary Public, State of _____

ATTACHMENT C

Specific description and list of services to be provided under this contract:

The Heron is the only Assisted Living Facility with a Limited Mental Health License in Monroe County, that serves low-income adults with chronic mental illness. The Heron is a program of the Guidance/Care Center and not only provides safe affordable housing but also all the necessary supportive services to 14 residents, including meal preparation and service, transportation, medication supervision, and scheduling of medical and psychiatric appointments.

Funding will be utilized to pay wages and payroll taxes for program staff and management, and administration expenses.

Measurable Outcomes Include: (HSAB Application Q.30/Q.31)

A. The Heron will provide a minimum of 4,599 bed days to SPMI adults in a safe environment. This is representative of 90% of all available bed days (total capacity= 5,110).
B. 90% of those residents who are discharged from the program will be discharged to alternative stable housing
C. 90% of all residents will be linked with Wellness services at G/CC to assure proper integration of Mental Health, Substance Abuse, and Primary Care Services.

1. Client census is maintained in the G/CC / WestCare clinical database.
2. All residents residing at the Heron are tracked in both the HMIS (Homeless Management Information System) and the WestCare clinical database. Any resident being discharged from the program will have relevant information related to referral at discharge.
3. All services are tracked in the G/CC / WestCare clinical database

Budget Categories Include: (HSAB ApplicationQ.37)

Salaries – Program, Payroll Taxes – Program, Employee Benefits – Program, and Management & Administration.

FY2025 Annual Performance Report
For year October 1, 2024 – September 30, 2025

(Report Deadline: October 31, 2025)

Agency Name	
Point of Contact (POC)	
Phone/Email	
Grant Amount	

Per Section 8 of your contract, it is required that you fill out the entire form and answer every question.

Narrative on the FY2025 Performance (i.e. successes, challenges, etc.):

Questions:

1. Please list services and client information below for the program/activities funded by the Monroe County award.

Description of Services	Description of Target Population	Number of Persons in Target Population	Total Number of Clients Served in FY2025
		Total Unduplicated Clients Served	

2. What were the measurable outcomes (including numbers) accomplished in FY2025? Please *base these outcomes on the services you identified in Question #1.*

3. What number and percentage of your clients/participants were at or below the federal poverty level in FY2025; and/or 200%; and/or another standard used by your organization?

4. What area of Monroe County did you serve in FY2025?

5. During FY2025, how many months did you provide program services to (Q.1) clients?

6. How many total FTEs in your organization?

7. How many FTEs worked on the program(s) funded by the FY2025 HSAB award?

8. Volunteers: ____ hours of program service were contributed by _____ volunteers in FY2025.

FY2025 HSAB FINANCIAL REPORT

9. Were all the awarded funds used in FY2025?
    a. If no, please explain:

10. Allocation of FY2025 Award; HSAB Award Amount = $_____

Budget Category	Program Expense (Dollar Amount)	Administrative Expense (Dollar Amount)
Salaries	$0	$0
Fringe	$0	$0
FICA	$0	$0
Independent Contractor(s)	$0	$0
Office Supplies, Telephone, Postage	$0	$0
Utilities	$0	$0
Insurance	$0	$0
Repair & Maintenance	$0	$0
Travel/Transportation	$0	$0
Rent/Association Dues	$0	$0
Client Service/Describe:	$0	$0
Client Service/Describe:	$0	$0
Client Service/Describe:	$0	$0
Client Service/Describe:	$0	$0
Other Expense/Describe:	$0	$0
Other Expense/Describe:	$0	$0
Other Expense/Describe:	$0	$0
Other Expense/Describe:	$0	$0

11. Compensation Detail: Include all persons who receive compensation from the FY2025 HSAB funding (including Independent Contractors)

Employee Name (FName, Last Initial)	Title	Type of Work Performed in Program	Hrs. Worked on Program	Total Charges to Program
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

(Note: If you need more space, you may add additional lines or an addendum.)

12. Did the HSAB funding you received in FY2025 serve as required match for a portion or all funding awarded by another granting agency? If yes, please provide details below:

Amount of HSAB Funding served as Required Match	Name of Grantor that Required Match Funding	Amount Awarded by Grantor***	Grantor Type: Federal, State, Local or Foundation	Grant Type: Competitive or Non-Competitive	Match % Required by the Grantor

****Enter the Amount Awarded by the Grantor regardless of whether HSAB provided 100% of the Required Match.*

For the following questions, please use the number as reported on your FY2025 IRS Form 990. If your FY2025 IRS Form 990 is not yet prepared, please provide an estimate for the following questions.

13. What is your organization's fiscal year?

14. What were your organization's total expenses in FY2025?

15. What was your organization's total revenue in FY2025?

16. What was the organization's total in grants and contracts for FY2025?

17. What was the organization's total donations/fundraising and in-kind in FY2025?

a. Cash Donations/Fundraising:
b. In-kind Donations/Fundraising:

18. What percentage of your expenses are program service expenses[1] versus management and general expenses[2] in FY2025 as reported on your IRS Form 990?

19. Additional Comments, Questions and/or Suggestions:

Email the Annual Performance Report to the Grants Coordinator for Monroe County

[1]Program service expenses are defined as expenses related to fulfilling your program.

[2]Management and general expenses encompass expenses such as human resources, salaries of those not working directly with programs, legal services, accounting services, insurance expenses, office management, auditing, and other centralized services.

FY2025 HSAB Funding Recommendations

Applicants	Scope of Service	FY25 Amount Awarded	Fund	Cost Center	Account	Service Dates
A Positive Step of Monroe County	Provision of a Fatherhood Initiative program	$55,000	001	03257	530340	October 1, 2024 - September 30, 2025
A.H. of Monroe County (AHI)	Provide facilities and services for a RN-Intensive Case Management within a home and community setting.	$100,000	001	03225	530340	October 1, 2024 - September 30, 2025
Anchors Aweigh Club	Provide facilities and services for substance abuse services.	$15,000	001	03255	530340	October 1, 2024 - September 30, 2025
Autism Society of the Keys	Provide facilities and services to children and families affected by autism.	$45,000	001	03263	530340	October 1, 2024 - September 30, 2025
Boys & Girls Club	Provide facilities and services for activities for the wholesome development of youths' personal, social, physical, and emotional growth.	$85,000	001	03241	530340	October 1, 2024 - September 30, 2025
Burton Memorial United Methodist Church	Provide facilities and services for provision of a food pantry for disadvantaged persons.	$15,000	001	03256	530340	October 1, 2024 - September 30, 2025
Domestic Abuse Shelter of the Florida Keys	Provide facilities and services for comprehensive services for individuals and families experiencing domestic and sexual abuse.	$97,742	001	03201	530340	October 1, 2024 - September 30, 2025
Florida Keys Area Health Education Center (AHEC)	Provide facilities and services related to health-related services for children and health education.	$195,000	001	03239	530340	October 1, 2024 - September 30, 2025
Florida Keys Children's Shelter	Provide facilities and services for shelter and counseling to youth and families.	$150,000	001	03235	530340	October 1, 2024 - September 30, 2025
Florida Keys Healthy Start Coalition	Provide facilities and services for financial assistance with pre-natal care for uninsured and under-insured pregnant women.	$110,000	001	03242	530340	October 1, 2024 - September 30, 2025
Florida Keys Outreach Coalition (FKOC)	Provide facilities and services such as shelter, transitional housing, case management and referrals for homeless individuals and families.	$110,000	001	03206	530340	October 1, 2024 - September 30, 2025
Good Health Clinic	Provide facilities and services for health care for disadvantaged persons living in Monroe County.	$100,000	001	03226	530340	October 1, 2024 - September 30, 2025
Grace Jones Day Care Center	Provide facilities and services related to provision of educational and nutritional services to disadvantaged children.	$60,000	001	03224	530340	October 1, 2024 - September 30, 2025
Guidance/Care Center - The Heron, Assisted Living Facility Program	Provide facilities and services such as mental health support, transportation and supervision.	$45,000	001	03259	530340	October 1, 2024 - September 30, 2025
Heart of the Keys/Marathon Recreation Center	Provide facilities and services for activities for the wholesome development of youths' personal, social, physical, and emotional growth.	$50,000	001	03253	530340	October 1, 2024 - September 30, 2025

FY2025 HSAB Funding Recommendations

Applicants	Scope of Service	FY25 Amount Awarded	Fund	Cost Center	Account	Service Dates
Independence Cay	Provide facilities and services related to provision of a community soup kitchen, transitional housing program and referrals to support services for homeless persons.	$45,000	001	03247	530340	October 1, 2024 - September 30, 2025
Key West Community Sailing Center	Provide sailing education for disadvantaged youths.	$25,000	001	03266	530340	October 1, 2024 - September 30, 2025
Keys Area Interdenominational Resources (KAIR)	Provide facilities and services for supportive services for disadvantaged persons living in Monroe County.	$45,000	001	03243	530340	October 1, 2024 - September 30, 2025
Keys to Be the Change	Provide facilities and services for youth such as the provision of violence and substance abuse prevention, academic and mentoring activities, youth leadership and other programs.	$42,000	001	03262	530340	October 1, 2024 - September 30, 2025
Kids Come First in the Florida Keys	Provide facilities and services for disadvantaged children such as the provision of clothing, school supplies, and other items.	$37,742	001	03260	530340	October 1, 2024 - September 30, 2025
Literacy Volunteers of America	Provide facilities and services for literacy training.	$45,000	001	03205	530340	October 1, 2024 - September 30, 2025
Monroe Association of ReMARCable Citizens, Inc. (MARC)	Provide facilities and services for intellectually disabled citizens.	$205,000	001	03232	530340	October 1, 2024 - September 30, 2025
Presents in Paradise	Provide clothing, educational tools, musical instruments, and athletic equipment, fulfilling Christmas holiday wish lists for disadvantaged children .	$5,000	001	03273	530340	October 1, 2024 - September 30, 2025
Rural Health Network of Monroe County (RHN)	Provide medical and oral health care services	$15,000	001	03251	530340	October 1, 2024 - September 30, 2025
Samuel's House	Provide facilities and services for women and children’s housing and support.	$110,000	001	03214	530340	October 1, 2024 - September 30, 2025
Special Olympics of	Provision of health programs, fitness activities, sports, and non-competitive programs for persons with intellectual or developmental disabilities	$27,742	001	03269	530340	October 1, 2024 - September 30, 2025
Star of the Sea Foundation	Provide facilities and services related to provision of a certified food pantry for disadvantaged persons.	$90,000	001	03246	530340	October 1, 2024 - September 30, 2025
The Hammock House at St. Columba	Provide free of charge aftercare and summer camp services.	$5,000	001	03274	530340	October 1, 2024 - September 30, 2025

FY2025 HSAB Funding Recommendations

Applicants	Scope of Service	FY25 Amount Awarded	Fund	Cost Center	Account	Service Dates
Wesley House Family Services	Provide facilities and services for child care.	$113,000	001	03236	530340	October 1, 2024 - September 30, 2025
Womankind	Provide facilities and services for health care for women.	$160,000	001	03215	530340	October 1, 2024 - September 30, 2025
		Total	**$2,203,226**			

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Budget Meeting Meeting
September 11, 2024
Agenda Item Number: B9
2023-2902

BULK ITEM: Yes

DEPARTMENT: Budget and Finance

TIME APPROXIMATE:

STAFF CONTACT: Andrew Roltsch

AGENDA ITEM WORDING:

Approval of Agreement with Guidance/Care Center for the Community Transportation for the Disadvantaged (CTD) program in the amount of $25,893.00, the Innovative Service Development program in the amount of $7,948.00 and Baker Act Transportation service program in the amount of $210,740.00 for Fiscal Year 2025.

ITEM BACKGROUND:

The County annually provides the required local match for transportation services for the disadvantaged and Baker Act. The FY2025 required local matches for the Community Transportation for Disadvantaged program is $25,893.00 and for the Innovative Service Development services program is $7,948.00, and Baker Act Transportation funding request is $210,740.00.

PREVIOUS RELEVANT BOCC ACTION:

The allocation of funding (required match) for Community Transportation for the Disadvantaged (CTD) and Baker Act transportation services was approved by the BOCC on September 20, 2023, during the adoption of the FY2024 Operating Budget for Monroe County.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Contract - Transporation (Baker CTD and ISD) FY25.pdf

FINANCIAL IMPACT:

09/11/24	001-045903 · GCC BAKER ACT TRNSP	$210,740.00
09/11/24	001-01509 · MIDDLE KEYS GUIDANCE CLI	$25,893.00
09/11/24	001-01509 · MIDDLE KEYS GUIDANCE CLI	$7,948.00
Total:		**$244,581.00**

AGREEMENT

This Agreement is made and entered into this 11th day of September 2024, between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, hereinafter referred to as "Board" or "County," and **Guidance/Care Center, Inc**., a Florida 501(c)(3) not-for-profit corporation, hereinafter referred to as "PROVIDER."

WHEREAS, the PROVIDER is a not-for-profit corporation established to provide transportation services to the citizens of Monroe County, and

WHEREAS, it is a legitimate public purpose to provide transportation services to the residents of Monroe County, now, therefore,

IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

FUNDING

1. AMOUNT OF AGREEMENT. The Board, in consideration of the PROVIDER substantially and satisfactorily performing and providing services, shall reimburse the PROVIDER for providing transportation services as billed by the PROVIDER for clients qualifying for such services under applicable state and federal regulations and eligibility determination procedures. The cost shall not exceed a total reimbursement of **TWO HUNDRED FORTY-FOUR THOUSAND FIVE HUNDRED EIGHTY-ONE DOLLARS AND N0/100 ($244,581.00**), during the fiscal year 2025, payable as follows:

a) The sum of TWO HUNDRED TEN THOUSAND SEVEN HUNDRED FOURTY DOLLARS AND NO/100 ($210,740.00) for Baker Act/Marchman Act transportation services pursuant to Chapter 394, Florida Statutes; and

b) The sum of TWENTY-FIVE THOUSAND EIGHT HUNDRED NINETY-THREE DOLLARS AND NO/100 ($25,893.00), for Community Transportation Coordinator-related transportation services to residents of Monroe County; and

c) The sum of SEVEN THOUSAND NINE HUNDRED FOURTY-EIGHT DOLLARS AND NO/100 ($7,948.00), for Innovative Service Development services to residents of Monroe County.

2. TERM. This Agreement shall commence on **October 1, 2024, and terminate September 30, 2025**, unless earlier terminated pursuant to other provisions herein.

3. PAYMENT. Payment for Baker Act and Marchman Act transportation services shall be made according to the rate schedule set forth in Attachment D and in accordance with Attachment A, as applicable, subject to the maximum amounts set forth in Paragraph 1. a. above. Billing Summary Forms, certified monthly financial and service load reports will be made available to the Board to validate the delivery of services under this contract. The monthly financial report is due in the office of the Clerk of the Board no later than the 15th day of the following month. After the Clerk of the Board pre-audits the certified report, the Board shall reimburse the Provider for its monthly expenses. However, the total of said monthly payments in the aggregate sum shall not exceed the total amount shown in Paragraph 1, above, during the term of this agreement and are subject to examination, approval, and audit by the Clerk. To preserve client confidentiality required by law, copies of individual client bills and records shall not be available to the Board for reimbursement purposes but shall be made available only under controlled conditions to qualified auditors for audit purposes. The organization's final invoice must be received within thirty days after the termination date of this contract shown in Paragraph 2 above.

Evidence of payment by the PROVIDER shall be in the form of a letter, summarizing the expenses, with supporting documentation attached. The letter should contain a notarized certification statement. An example of a reimbursement request cover letter is included as Attachment B.

4. AVAILABILITY OF FUNDS. If funds cannot be obtained or cannot be continued at a level sufficient to allow for continued reimbursement of expenditures for services specified herein, this agreement may be terminated immediately at the option of the Board by written notice of termination delivered to the PROVIDER. The Board shall not be obligated to pay for any services or goods provided by the PROVIDER after the PROVIDER has received written notice of termination, unless otherwise required by law.

5. PURCHASE OF PROPERTY. All property, whether real or personal, purchased with funds provided under this agreement, shall become the property of Monroe County and shall be accounted for pursuant to statutory requirements. Funding under this agreement shall not be used to purchase capital assets.

RECORDKEEPING

6. RECORDS AND RIGHT TO AUDIT. PROVIDER shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of ten (10) years from the termination of this agreement. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for ten (10) years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to PROVIDER pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the PROVIDER, the PROVIDER shall repay the monies together with interest calculated pursuant to Sec. 55.03, Florida Statutes, running from the date the monies were paid by the COUNTY.

Right to Audit. *Availability of Records*. The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and if applicable trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by County or the Monroe County Office of the Clerk of Court and Comptroller (hereinafter referred to as "County Clerk") to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in County's or the County Clerk's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by County's representative and/or agents or the County Clerk. County or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors' representatives. All records shall be kept for ten (10) years after Final Completion of the Project. The County Clerk possesses the independent authority to conduct an audit of Records, assets, and activities relating to this Project. If any auditor employed by the Monroe County or County Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, F.S., running form the date, the monies were paid to Contractor. The *right to audit* provisions survives the termination of expiration of this Agreement.

In addition, if PROVIDER is required to provide an audit as set forth in in Section 8(e) below, the audit shall be prepared by an independent certified public accountant (CPA) with a current license, in good standing with the Florida State Board of Accountancy.

7. PUBLIC ACCESS. The County and PROVIDER shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and PROVIDER in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by PROVIDER. This provision shall survive any termination or expiration of the contract. The PROVIDER is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision. Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the PROVIDER is required to:

1) Keep and maintain public records that would be required by the County to perform the service.
2) Upon receipt from the County's custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the PROVIDER does not transfer the records to the County.
4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the PROVIDER or keep and maintain public records that would be required by the County to perform the service. If the PROVIDER transfers all public records to the County 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 County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.
5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the PROVIDER of the request, and the PROVIDER must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the PROVIDER does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the PROVIDER. A PROVIDER who fails to provide the public records to the County within a reasonable time may be subject to penalties under section119.10, Florida Statutes.

The PROVIDER shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE# 305-292-3470 BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE 1111 12TH Street, SUITE 408, KEY WEST, FL 33040.

8. COMPLIANCE WITH COUNTY GUIDELINES. The PROVIDER must furnish to the County the following (items (a)-(j) must be provided prior to the payment of any invoices):

(a) IRS Letter of Determination and GUIDESTAR printout indicating current 501(c)(3) status;
(b) Proof of registration with the Florida Department of Agriculture, as required by Florida Statute 496.405, and the Florida Department of State, as require by Florida Statute 617.01201, or proof of exemption from registration as per Florida Statute 496.406.
(c) List of the Organization's Board of Directors of which there must be at least 5 and for each board member please indicate when elected to serve and the length of term of service;
(d) Evidence of annual election of Officers and Directors/Directors At-Large or bi-annual election of Officers and Directors/Directors At-Large as applicable;
(e) Unqualified audited financial statements from the most recent fiscal year for all organizations that expend $150,000 a year or more; if qualified, include a statement of deficiencies with corrective actions recommended/taken; audit shall be prepared by an independent certified public accountant (CPA) with a current license, in good standing with the Florida State Board of Accountancy. If the PROVIDER receives $100,000 or more in grant funding from the County:
    a. The CPA that prepares the audit must also be a member of the American Institute of Certified Public Accountants (AICPA);
    b. The CPA must maintain malpractice insurance covering the audit services provided and
    c. The County shall be considered an "intended recipient" of said audit.
(f) Copy of a filed IRS Form 990 from most recent fiscal year with all attached schedules;
(g) Organization's Corporate Bylaws, which must include the organization's mission, board and membership composition, and process for election of officers;
(h) Organization's Policies and Procedures Manual which must include hiring policies for all staff, drug and alcohol-free workplace provisions, and equal employment opportunity provisions;
(i) Specific description or list of services to be provided under this contract with this grant (see Attachment C);
(j) Annual Performance Report describing services rendered during the most recently completed grant period (to be furnished within 30 days after the contract end date.) The performance report shall include statistical information regarding the types and frequencies of services provided, a profile of clients (including residency) and numbers served, and outcomes achieved (see Attachment H);
(k) Cooperation with County monitoring visits that the County may request during the contract year; and
(l) Other reasonable reports and information related to compliance with applicable laws, contract provisions and the scope of services that the County may request during the contract year.

COUNTY FORMS

By signing this Agreement, GRANTEE has sworn or affirmed to the following requirements as set forth in the Ethics Statement and non-collusion affidavit, as set forth in more detail in this Agreement.

9. ETHICS CLAUSE. By signing this Agreement, the GRANTEE warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

10. NON-COLLUSION AFFIDAVIT. GRANTEE by signing this Agreement, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the firm of GRANTEE, the bidder making the Proposal for the project described in the Scope of Work and that I executed the said proposal with full authority to do so; the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the

purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition; the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

11. AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES. Grantee under penalty of perjury attests that Grantee does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Grantee, I certify under penalties of perjury that Grantee does not use coercion for labor or services in accordance with Section 787.06. Additionally, Grantee has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

RESPONSIBILITIES

12. <u>SCOPE OF SERVICES.</u> The Provider, for the consideration named, covenants, and agrees with the Board to substantially and satisfactorily perform and carry out the obligations set forth herein. The Provider shall provide Baker Act transportation services in compliance with Florida Statutes Chapter 394. Baker Act and Marchman Act transportation services which are covered under this agreement may be subcontracted but are subject to the rates set forth in Attachment D, and the limitations above. The subcontractor shall be subject to all of the conditions of this contract, including but not limited to insurance and hold-harmless requirements, as is the Provider.

13. ACCESS TO FUELING FACILITIES. The County shall provide access to the Provider's vehicles at all County fueling facilities. The County shall grant the Provider a license for the use of the real property and its improvements for each fueling site.

The Provider agrees that only those individuals authorized by the County to use the fueling sites designated in this agreement shall have twenty-four-hour access to said sites, and that they shall either be maintained open, or access otherwise provided to them by a uniform key system on such a twenty-four-hour basis.

The County shall bill the Provider for fueling and other related services and materials utilized by the Provider at the fueling sites within the County's immediate control and as previously set forth in this agreement. Said billing by the County to the Provider shall include an administrative surcharge, as adopted by the Monroe County Board of County Commissioners annually, for

processing, servicing, and handling. The Provider shall reimburse the County within thirty (30) days of the date of issuance of the bill.

Access to the Fuel Sentry System shall be provided by an electronic memory key, which shall be issued by the County to all authorized designated users of the fueling sites, and as contemplated by this Agreement. For purposes of uniformity, the Monroe County Fleet Management Department shall be responsible for establishing a uniform electronic key system for use by both the County and the Provider under this agreement and shall establish and maintain policies and procedures for identification, control, and distribution of all keys issued.

14. ATTORNEY'S FEES AND COSTS. The County and PROVIDER agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

15. BINDING EFFECT. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and PROVIDER and their respective legal representatives, successors, and assigns.

16. CODE OF ETHICS. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment, or contractual relationship; and disclosure or use of certain information.

17. NO SOLICITATION/PAYMENT. The County and PROVIDER warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the PROVIDER agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

18. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the PROVIDER is an independent contractor and not an employee, agent, or instrumentality of the Board. No statement contained in this agreement shall be construed so as to find the PROVIDER or any of its employees, contractors, servants or agents to be employees of the Board.

COMPLIANCE ISSUES

19. COMPLIANCE WITH LAW. In providing all services pursuant to this agreement, the PROVIDER shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the PROVIDER.

20. PROFESSIONAL RESPONSIBILITY AND LICENSING. The PROVIDER shall assure that all professionals have current and appropriate professional licenses and professional liability insurance coverage. Funding by the Board is contingent upon retention of appropriate local, state and/or federal certification and/or licensure of the PROVIDER'S program and staff.

21. NON-DISCRIMINATION. The COUNTY and PROVIDER agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The COUNTY and PROVIDER agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibits discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 12101), as amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

AMENDMENTS, CHANGES, AND DISPUTES

22. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the services and/or reimbursement of services shall be accomplished by an amendment, which must be approved in writing by both parties hereto.

23. ADJUDICATION OF DISPUTES OR DISAGREEMENTS. County and PROVIDER agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. The PROVIDER and County staff shall try to resolve the claim or dispute with meet and confer sessions to be commenced within 30 days of the dispute or claim. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this agreement or by Florida law. Any claims or dispute that the parties cannot resolve shall be decided by the Circuit Court, 16th Judicial Circuit, Monroe County, Florida.

24. COOPERATION. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and PROVIDER agree to participate, to the extent reasonably required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and PROVIDER specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

ASSURANCES

25. COVENANT OF NO INTEREST. County and PROVIDER covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

26. NO ASSIGNMENT. The PROVIDER shall not assign this agreement except in writing and with the prior written approval of the Board, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This agreement shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions herein. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the Board in addition to the total agreed upon reimbursement amount for the services of the PROVIDER.

27. NON-WAIVER OF IMMUNITY. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the PROVIDER in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

28. ATTESTATIONS. PROVIDER agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

29. AUTHORITY. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

INDEMNITY ISSUES

30. INDEMNIFICATION AND HOLD HARMLESS. The PROVIDER covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims and causes of action for medical malpractice, medical negligence, bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the PROVIDER occasioned by the negligence, errors, or other wrongful act or omission of the PROVIDER'S employees, agents, or volunteers.

31. PRIVILEGES AND IMMUNITIES. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

32. NO PERSONAL LIABILITY. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

33. LEGAL OBLIGATIONS AND RESPONSIBILITIES: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

34. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim

or entitlement to or benefit of any service or program contemplated hereunder, and the County and the PROVIDER agree that neither the County nor the PROVIDER or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

GENERAL

35. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

36. NOTICE. Any notice required or permitted under this agreement shall be in writing and hand-delivered or mailed, postage pre-paid, by certified mail, return receipt requested, to the other party as follows:

For Board:

Grants Administrator	and	Monroe County Attorney
1100 Simonton Street		PO Box 1026
Key West, FL 33040		Key West, FL 33041

For PROVIDER
Craig Knierim, Deputy COO
Guidance/Care Center
1205 Fourth Street
Key West, FL 33040

Copies of all default notices, notices of breach, termination, legal claim, or indemnity copied to:

WestCare Foundation, Inc.
Attn: Executive Vice President
1711 Whitney Mesa Drive
Henderson, Nevada 89014

37. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and PROVIDER agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The County and PROVIDER agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

38. NON-WAIVER. Any waiver of any breach of covenants herein contained to be kept and performed by the PROVIDER shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Board from declaring a forfeiture for any succeeding breach, either of the same conditions or covenants or otherwise.

39. SEVERABILITY. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent

permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and PROVIDER agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

40. CLAIMS FOR FEDERAL OR STATE AID: PROVIDER and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement. Any conditions imposed as a result of funding that effect the Scope of Services will be provided to each party.

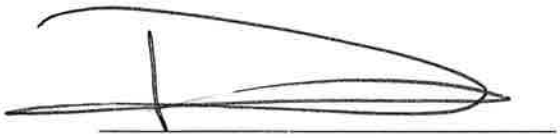
41. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the PROVIDER and the Board.

[THIS SPACE INTENTIONALLY LEFT BLANK WITH SIGNATORY PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first written above.

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By_____
As Deputy Clerk



Witness



Witness

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By_____
Mayor/Chairman

Guidance/Care Center, Inc., a Florida
501(c)(3) not-for-profit corporation

(Federal ID No. 59-1458324)

By _____
Maureen Dunleavy, Senior Vice President
Guidance/Care Center, Inc.,
a Florida 501(c)(3) not-for-profit corporation
Resolution WCGCC 2024-01

EXPENSE REIMBURSEMENT REQUIREMENTS

This document is intended to provide basic guidelines to Human Service and Community-Based Organizations, county travelers, and contractual parties who have reimbursable expenses associated with Monroe County business. These guidelines, as they relate to travel, are from the Monroe County Code of Ordinances and State laws and regulations.

A cover letter (see Attachment B) summarizing the major line items on the reimbursable expense request needs to also contain the following notarized certified statement:

"I certify that the above checks have been submitted to the vendors as noted and that the attached expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source."

Invoices should be billed to the contracting agency. Third party payments will not be considered for reimbursement. Remember, the expense should be paid prior to requesting a reimbursement.

Only current charges will be considered, no previous balances.

Reimbursement requests will be monitored in accordance with the level of detail in the contract. This document should not be considered all-inclusive. The Clerk's Finance Department reserves the right to review reimbursement requests on an individual basis. Any questions regarding these guidelines should be directed to 305-292-3534.

Data Processing, PC Time, etc.

The vendor invoice is required for reimbursement. Inter-company allocations are not considered reimbursable expenditures unless appropriate payroll journals for the charging department are attached and certified.

Payroll

A certified statement verifying the accuracy and authenticity of the payroll expense is needed. If a Payroll Journal is provided, it should include: dates, employee name, salary or hourly rate, total hours worked, withholding information and paid payroll taxes, check number and check amount. If a Payroll Journal is not provided, the following information must be provided: pay period, check amount, check number, date, payee, and support for applicable paid payroll taxes.

Postage, Overnight Deliveries, Courier, etc.

A log of all postage expenses as they relate to the County contract is required for reimbursement. For overnight or express deliveries, the vendor invoice must be included.

Rents, Leases, etc.

A copy of the rental or lease agreement is required. Deposits and advance payments are not allowable expenses.

Reproductions, Copies, etc.

A log of copy expenses as they relate to the County contract is required for reimbursement. The log must define the date, number of copies made, source document, purpose, and recipient. A reasonable fee for copy expenses will be allowable. For vendor services, the vendor invoice and a sample of the finished product are required.

Supplies, Services, etc.

For supplies or services ordered, a vendor invoice is required.

Telefax, Fax, etc.
A fax log is required. The log must define the sender, the intended recipient, the date, the number called, and the reason for sending the fax.

Telephone Expenses
A user log of pertinent information must be remitted including: the party called, the caller, the telephone number, the date, and the purpose of the call.

Travel and Meal Expenses
Travel expenses must be submitted on a State of Florida Voucher for Reimbursement of Travel Expenses. Travel reimbursement requests must be submitted and will be paid in accordance with Monroe County Code of Ordinances and State laws and regulations. Credit card statements are not acceptable documentation for reimbursement. If attending a conference or meeting, a copy of the agenda is needed. Airfare reimbursement requires the original passenger receipt portion of the airline ticket. A travel itinerary is appreciated to facilitate the audit trail. Auto rental reimbursement requires the vendor invoice. Fuel purchases should be documented with paid receipts. Taxis are not reimbursed if taken to arrive at a departure point: for example, taking a taxi from one's residence to the airport for a business trip is not reimbursable. Parking is considered a reimbursable travel expense at the destination. Airport parking during a business trip is not.

A detailed list of charges is required on the lodging invoice. Balance due must be zero. Room must be registered and paid for by traveler. The County will only reimburse the actual room and related bed tax. Room service, movies, and personal telephone calls are not allowable expenses.

Mileage reimbursement shall be at the rate established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. An odometer reading must be included on the state travel voucher for vicinity travel. Mileage is not allowed from a residence or office to a point of departure. For example, driving from one's home to the airport for a business trip is not a reimbursable expense.

Meal reimbursement shall be at the rates established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. Meal guidelines state that travel must begin prior to 6 a.m. for breakfast reimbursement, before noon and end after 2 p.m. for lunch reimbursement, and before 6 p.m. and end after 8 p.m. for dinner reimbursement.

Non-allowable Expenses
The following expenses are not allowable for reimbursement: capital outlay expenditures (unless specifically included in the contract), contributions, depreciation expenses (unless specifically included in the contract), entertainment expenses, fundraising, non-sufficient check charges, penalties and fines.

ATTACHMENT B

ORGANIZATION
LETTERHEAD

Monroe County Board of County Commissioners
Finance Department
500 Whitehead Street
Key West, FL 33040

Date

The following is a summary of the expenses for (Organization name) for the time period of__ to ___.

Check #	Payee	Reason	Amount
101	Company A	Rent	$ X,XXX.XX
102	Company B	Utilities	XXX.XX
104	Employee A	P/R ending 05/14/01	XXX.XX
105	Employee B	P/R ending 05/28/01	XXX.XX
(A)	Total		$ X,XXX.XX
(B)	Total prior payments		$ X,XXX.XX
(C)	Total requested and paid (A + B)		$ X,XXX.XX
(D)	Total contract amount		$ X,XXX.XX
	Balance of contract (D-C)		$ X,XXX.XX

I certify that the above checks have been submitted to the vendors as noted and that the expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source.

_____
Chief Executive Officer

Attachments (supporting documentation)

TO BE COMPLETED BY NOTARY *(in accordance with State notary requirements)*

State of _____

County of _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____day of _____ (month), _____ (year), by _____ (name of officer or agent, title of officer or agent) of _____ (name of entity).

_____ Personally Known

_____ Produced Identification: Type of ID and Number on ID_____

(SEAL)

_____
Signature of Notary

_____
Name of Notary *(Typed, Stamped or Printed)*

Notary Public, State of _____

ATTACHMENT C

Specific description and list of services to be provided under this contract:

Baker Act/Marchman Act transportation services and Community Transportation Coordinator related services.

ATTACHMENT D

Copies of the Agreement (G2Z35) and Agreement (G3085) between the State of Florida Commission for the Transportation Disadvantaged and Guidance/Care Center.

Contractual Agreements

G2Z35 - Guidance/Care Center and Florida Commission for the Transportation Disadvantaged (CTD)

SAMAS Approp.	108846	Fund	TDTF	FM/Job No(s).	43202718401/43202818401
SAMAS Obj.	751000	Function	683	CSFA No.	55.001
Org. Code	55120000952	Contract No.	G2Z35	Vendor No.	59-1458324

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED TRIP & EQUIPMENT GRANT AGREEMENT

THIS AGREEMENT, made and entered into by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission, and Guidance/Care Center, Inc., 3000 41st Street Ocean, Marathon, Florida 33050, hereinafter called the Grantee.

W I T N E S S E T H:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the authority to use Transportation Disadvantaged Trust Fund moneys to subsidize a portion of an eligible transportation disadvantaged person's transportation costs, and/or capital equipment purchased for the provision of transportation services and other responsibilities identified in Chapter 427, Florida Statutes, or rules thereof;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide trips and/or capital equipment to the transportation disadvantaged in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, the Fiscal Year 2024-25 Program Manual and Instructions for the Trip & Equipment Grant as further described in this Agreement and in Exhibits A, B, C, D and E attached hereto and by this reference made a part hereof, hereinafter called the **Project**; and, for the Commission to provide financial assistance to the Grantee and state the terms and conditions upon which such financial assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed. Funds available through this agreement may be used only for transportation services for eligible transportation disadvantaged individuals and shall be applied only after all other potential funding sources have been used and eliminated. Grant funds shall not be used to supplant or replace funding of transportation disadvantaged services which are currently funded to a Grantee by any federal, state, or local governmental agency.

2.00 Accomplishment of the Project: The Grantee shall commence and complete the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all federal, state and local applicable laws.

2.10 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.20 Funds of the Grantee: The Grantee will provide the necessary funds or in-kind contributions necessary for the completion of the Project.

2.30 Submission of Proceedings, Contracts and Other Documents and Products: The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial or operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement. Failure by the Grantee to provide such documents, or provide other documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

2.40 Incorporation by Reference: The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapters 341 and 427, Florida Statutes, Rules 14-90 and 41-2, Florida Administrative Code, and the Fiscal Year 2024-25 Program Manual and Instructions for the Trip & Equipment Grant.

3.00 Total Project Cost: The total estimated cost of the Project is $258,933.00. This amount is based upon the amounts summarized in Exhibit B and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Section 6.00 hereof after completion of the project.

4.00 Commission Participation: The Commission agrees to maximum participation, including contingencies, in the Project in the amount of $233,040.00 as detailed in Exhibit B, or in an amount equal to the percentage(s) of total actual project cost shown in Exhibit B, whichever is less.

4.10 Eligible Costs: Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to subsidize a portion of a transportation disadvantaged person's transportation costs, and then only if a match, as specified in the Fiscal Year 2024-25 Program Manual and Instructions for the Trip & Equipment Grant, is provided by the Grantee. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement. The Grantee shall maintain an approved written eligibility application for each rider who receives transportation service (trip or bus pass). In addition, documentation which supports the eligibility determination shall be maintained by the Grantee as part of the rider's eligibility file. Trip & Equipment Grant Funds may also be used to purchase capital equipment used for the provision of transportation services to the transportation disadvantaged.

4.20 Eligible Project Expenditures: Project costs eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:

a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast;
b) Availability of funds as stated in Section 14.00 of this Agreement;
c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available;
d) Submission of all certifications, invoices, detailed supporting documentation, or other obligating documents and all other terms of this agreement.

If the Grantee wishes to purchase vehicles or other equipment with Transportation Disadvantaged Trust Funds after the date this Agreement becomes effective, the Grantee must have from the Commission an executed grant amendment prior to the purchase.

4.30 Project Funds: In addition to other restrictions set out in this Trip & Equipment Grant agreement, the Grantee must also adhere to the following limitations on the use of Transportation Disadvantaged Trust Funds:

4.31 Transfer of Funds: A Grantee in a non-multi-county designated service area, may not borrow, loan or otherwise transfer Transportation Disadvantaged Trust Funds from one designated service area to another without the express written approval of the Commission.

4.32 Use of Vehicles: The Grantee may only purchase vehicles with Transportation Disadvantaged Trust Funds which the Grantee actually uses to transport eligible transportation disadvantaged passengers in the coordinated system and shall not be used by volunteer drivers or for the provision of commuter/van pool services.

4.40 Front End Funding and Retainage: Front end funding and retainage are not applicable.

5.00 Project Budget and Disbursement Schedule:

5.10 The Project Budget: The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit B, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget revision shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved in writing by the Commission. Any budget revision that changes the fund participation requirements established in Section 4.00 of this agreement shall not be effective unless approved in writing by the Commission and the Florida Department of Transportation Comptroller.

5.20 Schedule of Disbursements: The Grantee shall abide by the Commission approved disbursements schedule, contained in Exhibit B. This schedule shall show estimated disbursement of Commission funds for the entire term of the Project by month of the fiscal year in accordance with Commission fiscal policy. The schedule may be divided by Project phase where such division is determined to be appropriate by the Commission. Any deviation from the approved schedule in Exhibit B requires advance submission of a supplemental schedule by the agency and advance approval by the Commission. Reimbursement for the Commission's share of the project shall not be made for an amount greater than the cumulative total, up to any given month, as indicated in the disbursement schedule in Exhibit B. Grantee shall invoice on a **monthly** basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit B. At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion. Grantee will make every effort to submit invoices within thirty (30) days after the month of service provision.

6.00 Accounting Records, Audits and Insurance:

6.10 Establishment and Maintenance of Accounting Records: The Grantee shall establish for the Project, in conformity with the latest current uniform requirements established by the Commission to facilitate the administration of the transportation disadvantaged financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such transportation disadvantaged financing accounts are referred to herein collectively as the "Project Account." The Project Account, and detailed documentation supporting the Project Account, must be made available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

Should the Grantee provide transportation to other purchasing agencies within the coordinated system during the time period of this Agreement, the Grantee shall maintain detailed documentation supporting the transportation to the other purchasing agencies, and must make this documentation available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

6.20 Funds Received Or Made Available for The Project: The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all transportation disadvantaged trust fund payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds." The Grantee shall require

depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.

6.30 Costs Incurred for the Project: The Grantee shall charge to the Project Account only eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered eligible costs.

6.40 Documentation of Project Costs and Claims for Reimbursement: All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by, invoices, vehicle titles, and other detailed supporting documentation evidencing in proper detail of the charges. The Grantee shall provide upon request, sufficient detailed documentation for each cost or claim for reimbursement to allow an audit trail to ensure that the services rendered or costs incurred were those which were agreed upon. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

6.50 Checks, Orders, and Vouchers: Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, within the Grantee's existing accounting system, and, to the extent feasible, kept separate and apart from all other such documents.

6.60 Audits:

1. The administration of resources awarded through the Commission to the Grantee by this Agreement may be subject to audits and/or monitoring by the Commission and the Department of Transportation (Department). The following requirements do not limit the authority of the Commission or the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Grantee shall comply with all audit and audit reporting requirements as specified below.

   a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Grantee's use of state financial assistance may include but not be limited to on-site visits by Commission and/or Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Commission by this Agreement. By entering into this Agreement, the

Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the Chief Financial Officer (CFO) or the Auditor General.

b. The Grantee a nonstate entity as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:

i. In the event the Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee must have a State single or project-specific audit conducted for such fiscal year 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. Exhibit C to this Agreement indicates state financial assistance awarded through the Commission by this Agreement needed by the Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission by this Agreement, 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.

ii. In connection with the audit requirements, the Grantee shall ensure that the audit complies with the requirements of Section 215.97, Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Grantee must provide a single audit exemption statement via email to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Grantee's audit period for each applicable audit year. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Grantee's resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to both:

Florida Department of Transportation	State of Florida Auditor General
Office of Comptroller, MS 24	Local Government Audits/342
605 Suwannee Street	111 West Madison Street, Room 401
Tallahassee, FL 32399-0405	Tallahassee, FL 32399-1450
Email: FDOTSingleAudit@dot.state.fl.us	Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Grantee, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Grantee's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Commission by this Agreement. If the Grantee fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Commission and/or the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Grantee shall permit the Commission, the Department, or its designee, CFS or the Auditor General access to the Grantee's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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

6.70 Inspection: The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

6.80 Insurance: The Grantee shall carry insurance on Project vehicles and equipment, and guarantee liability for minimum coverage as follows:

6.81 Liability: Liability coverage in an amount of $200,000 for any one (1) person, $300,000 per occurrence at all times in which Project vehicles or equipment are engaged. The Grantee shall insure that contracting Transportation Operators also maintain the same minimum liability insurance, or an equal governmental insurance program.

6.82 Collision: Collision, fire, theft, and comprehensive coverage in any amount required to pay for any damages to the Project vehicle(s) and equipment including restoring to its then market value or replacement.

6.83 Property Insurance: The Grantee shall carry fire, theft, and comprehensive coverage property insurance, with replacement cost value, on equipment, other than vehicles, purchased with Transportation Disadvantaged Trust Funds.

6.84 Other Insurance: The above required insurance will be primary to any other insurance coverage that may be applicable.

7.00 Compensation and Payments: In order to obtain any Transportation Disadvantaged Trust Funds, the Grantee shall:

7.10 File with the Commission for the Transportation Disadvantaged, FLCTDInvoice@dot.state.fl.us, its invoice on a form or forms prescribed by the Commission, and such other detailed supporting documentation pertaining to the Project Account and the Project (as listed in Exhibit B hereof) as the Commission may require, to justify and support the payment as specified in the Commission's Grant Agreement and Invoicing Procedures.

7.11 Grantee certifies, under penalty of perjury, that the Grantee will comply with the provisions of the Agreement and that all invoices and support documentation will be true and correct.

7.12 Financial Consequence: Reimbursement payment for transportation services shall not be provided to the Grantee until trips are provided and documentation supporting such services has been approved. In addition, payment shall not be provided to the Grantee for capital until the capital has been received and proof of payment and other back up documentation as requested is provided to the Commission, unless Exhibit D applies. The project must be completed (capital received and approved by the Grantee) no later than June 30, 2025.

7.20 The Commission's Obligations: Subject to other provisions hereof, the Commission will honor such invoices in amounts and at times deemed by the Commission to be proper and in accordance with this Agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project Account if:

7.21 Misrepresentation: The Grantee has made misrepresentations of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document or record of data or certification furnished therewith or pursuant hereto;

7.22 Litigation: There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

7.23 Required Submittals/Certifications: The Grantee has failed or refused to provide to the Commission detailed documentation of requisitions or certifications of actions taken;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained herein;

7.25 Default: The Grantee has been determined by the Commission to be in default under any of the provisions of this or any other Agreement which the Grantee has with the Commission; or

7.26 Supplanting of Funds: The Grantee has used Transportation Disadvantaged Trust Funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, Florida Statutes.

7.30 Disallowed Costs: In determining the amount of the Grantee's payment, the Commission will exclude all costs incurred by the Grantee prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the Project, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, and costs attributable to goods, equipment, vehicles or services received under a contract or other arrangements which have not been approved in writing by the Commission or certified by the Grantee, pursuant to Exhibit B.

7.40 Invoices for Goods or Services: Invoices for goods or services or expenses provided or incurred pursuant to this Agreement shall be submitted in accordance with the Commission's invoice procedures in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapters 287 and 427, Florida Statutes, Rules 41-2 and 69, Florida Administrative Code, and the Fiscal Year 2024-25 Program Manual and Instructions for the Trip & Equipment Grant is met.

7.50 Commission Claims: If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any grant agreement which it has with the Grantee owing such amount if, upon demand, payment of the amount is not made within (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 8.20, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.

8.20 Action Subsequent to Notice of Termination or Suspension: Upon receipt of any final termination or suspension notice under this section, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.

8.30 Public Records: IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(850) 410-5700
CTDOmbudsman@dot.state.fl.us
605 Suwannee Street, MS 49
Tallahassee, Florida 32399

The Grantee shall keep and maintain public records required by the Commission to perform the service of this agreement.

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

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 Grantee does not transfer the records to the Commission.

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

Failure by the Grantee to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Commission.

9.00 Remission of Project Account Upon Completion of Project: Upon completion and after financial audit of the Project, and after payment, provision for payment, or reimbursement of all Project costs payable from the Project Account is made, the Grantee shall remit to the Commission its share of any unexpended balance in the Project Account.

10.00 Contracts of the Grantee:

10.10 Third Party Agreements: The Grantee shall not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund moneys, including transportation operator and consultant contracts or amendments thereto, with any third party with respect to the Project without being able to provide, upon request, a written certification by the Grantee that the contract or obligation was executed in accordance with the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida Statutes, and the rules promulgated by the Department of Management Services. Failure to provide such certification, upon the Commission's request, shall be sufficient cause for nonpayment by the Commission as provided in Section 8.20. The Grantee agrees, that by entering into this Agreement, it explicitly certifies that all of its third party contracts will be executed in compliance with this section.

10.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Commission in a project with a Grantee, where the project involves a consultant contract for any service, is contingent on the Grantee complying in full with provisions of Section 287.055, Florida Statutes, Consultants Competitive Negotiation Act. The Grantee shall provide, upon request, documentation of compliance with this law to the Commission for each consultant contract it enters.

10.30 Competitive Procurement: Procurement of all services, vehicles, equipment or other commodities shall comply with the provisions of Section 287.057, Florida Statutes. Upon the Commission's request, the Grantee shall certify compliance with this law.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity: In connection with the carrying out of this Agreement, the Grantee shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, disability, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Grantee shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the non-discrimination clause.

11.20 Title VI - Civil Rights Act of 1964: The Grantee must comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation, the Regulations of the Federal Department of Justice and the assurance by the Grantee pursuant thereto.

11.30 Prohibited Interests:

11.31 Contracts or Purchases: Unless authorized in writing by the Commission, no officer of the Grantee, or employee acting in his or her official capacity as a purchasing agent, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Grantee from any business entity of which the officer or employee or the officer's or employee's business associate or spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

11.32 Business Conflicts: Unless authorized in writing by the Commission, it is unlawful for an officer or employee of the Grantee, or for any company, corporation, or firm in

which an officer or employee of the Grantee has a financial interest, to bid on, enter into, or be personally interested in the purchase or the furnishing of any materials, services or supplies to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.

11.33 Solicitations: No officer or employee of the Grantee shall directly or indirectly solicit or accept funds from any person who has, maintains, or seeks business relations with the Grantee.

11.34 Former Employees - Contractual Services: Unless authorized in writing by the Commission, no employee of the Grantee shall, within 1 year after retirement or termination, have or hold any employment or contractual relationship with any business entity in connection with any contract for contractual services which was within his or her responsibility while an employee.

11.35 Former Employees - Consulting Services: The sum of money paid to a former employee of the Grantee during the first year after the cessation of his or her responsibilities, by the Grantee, for contractual services provided to the Grantee, shall not exceed the annual salary received on the date of cessation of his or her responsibilities. The provisions of this section may be waived by the Grantee for a particular contract if the Grantee determines, and the Commission approves, that such waiver will result in significant time or cost savings for the Grantee and the project.

The Grantee shall insert in all contracts entered into in connection with this Agreement and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer, or employee of the Grantee during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this section shall not be applicable to any agreement between the Grantee and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

11.40 Non-discrimination of Persons With Disabilities: The Grantee and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a handicap or disability (physical, mental or emotional impairment). The Grantee agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Grantee shall also assure compliance with The Americans with Disabilities Act, as amended, as it may be amended from time to time.

11.50 Lobbying Prohibition: No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem,

the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this section supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

11.60 Public Entity Crimes: No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

11.70 Homeland Security: Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all new persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and
2. all new persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement. Refer to the U.S. Department of Homeland Security's website at www.dhs.gov to learn more about E-Verify.

12.00 Miscellaneous Provisions:

12.10 Environmental Pollution: All Proposals, Plans, and Specifications for the acquisition, reconstruction, or improvement of vehicles or equipment, shall show that such vehicles or equipment are equipped to prevent and control environmental pollution.

12.20 Commission Not Obligated to Third Parties: The Commission shall not be obligated or liable hereunder to any party other than the Grantee.

12.30 When Rights and Remedies Not Waived: In no event shall the making by the Commission of any payment to the Grantee constitute or be construed as a waiver by the Commission of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of such payment by the Commission while any such breach or default

shall exist shall in no way impair or prejudice any right or remedy available to the Commission for such breach or default.

12.40 How Contract Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus and Commissions: By execution of the Agreement, the Grantee represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its financing hereunder.

12.60 State or Territorial Law: Nothing in the Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State or Federal law. Provided, that if any of the provisions of the Agreement violate any applicable State or Federal law, the Grantee will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Grantee to the end that the Grantee may proceed as soon as possible with the Project.

12.70 Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and the Florida law, the laws of Florida shall prevail. The Grantee agrees to waive forum and venue and that the Commission shall determine the forum and venue in which any dispute under this Agreement is decided.

12.80 Purchased Vehicles or Equipment:

12.81 Maintenance of Purchased Vehicles or Equipment: The Grantee agrees to maintain the vehicles and equipment purchased or financed in whole or in part with Transportation Disadvantaged Trust Funds pursuant to this Agreement in good working order for the useful life of the vehicles and equipment. The Grantee agrees not to make alterations or modifications to the equipment or vehicles without the consent of the Commission. The Grantee shall notify the Commission in writing of any lease or assignment of operational responsibility of project vehicles and equipment to third-persons.

12.82 Utilization: The Grantee agrees to assure that all Project equipment and vehicles purchased with Transportation Disadvantaged Trust Funds are used to meet the identified transportation needs of the transportation disadvantaged and in support of the service plan established under the provisions of Rule 41-2, Florida Administrative Code, to serve the transportation needs of the transportation disadvantaged of the area. Purchased Project equipment and vehicles shall be operated to their maximum possible efficiency. Purchased vehicles and equipment will be used for the period of their useful lives in accordance with the most current Commission policies. The Commission may, after consultation with the Grantee, transfer purchased equipment and vehicles that it deems to be underutilized or that is not being operated for its intended purpose. This underutilized equipment and

vehicles will be returned to the Commission at a specified location at a mutually agreeable time. Reimbursement of any equity or interest of the Grantee will be made after another party has assumed the obligations under the terms and conditions of this Agreement or disposal of said items by sale has occurred. The Commission shall make the sole determination of the Grantee's interest and reimbursement. As determined by the Commission, failure to satisfactorily utilize vehicles and equipment that are purchased with Project funds shall be sufficient cause for nonpayment by the Commission as provided in Section 7.20.

12.83 Disposal of Purchased Project Equipment: Useful life of capital equipment is defined in the Commission's Capital Equipment Procedure as incorporated herein by reference. The following applicable process must be used prior to disposition of any capital equipment purchased with these grant funds:

a) When the Grantee is still under contract with the Commission and the capital equipment still has useful life, the Grantee must request written approval from the Commission prior to disposing of any equipment purchased or financed in whole or in part pursuant to this Agreement, including vehicles, during its useful life, for any purpose. Proceeds from the sale of purchased project equipment and vehicles shall be documented in the project file(s) by the Grantee. With the approval of the Commission, these proceeds may be re-invested for any purpose which expands transportation disadvantaged services to those who are transportation disadvantaged. If the Grantee does not elect to re-invest for purposes which expand transportation disadvantaged services, the gross proceeds from sale shall be refunded to the Commission in the same participation percentage ratios as were used to fund the original purchase.

b) The purchase of all vehicles and equipment financed in whole or in part pursuant to this Agreement shall be undertaken by the Grantee on behalf of the Florida Commission for the Transportation Disadvantaged in accordance with State regulations and statutes. Title to any vehicle purchased with Project funds shall be in the name of the Grantee, subject to lien in favor of the Commission. The Commission will relinquish all interest in the vehicles and equipment when it has reached the end of its useful life at which time the Commission will satisfy its lien of record.

c) When a Grantee is no longer an eligible recipient of Trip & Equipment Grant funds and no longer a Commission approved Community Transportation Coordinator, the capital equipment with useful life purchased with these grant funds must be transferred to an eligible recipient in accordance with the Commission's Capital Equipment Procedure.

12.84 Equivalency of Service: In the event that this agreement involves the purchasing of vehicles, upon the Commission's request, the Grantee shall submit to the Commission, certification that such equipment meets or exceeds equivalency of service requirements in accordance with the Commission's Capital Equipment Procedures. Failure to abide by this requirement shall be sufficient cause for nonpayment by the Commission as provided in Section 8.20.

13.00 Contractual Indemnity: It is not intended by any of the provision of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Grantee guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Grantee or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Grantee agrees to indemnify, and hold harmless the Commission, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Grantee and persons employed or utilized by the Grantee in the performance of this Agreement. This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity. Additionally, the Grantee agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this agreement.

> "To the fullest extent permitted by law, the Grantee's contractor/consultant shall indemnify, and hold harmless the Commission for the Transportation Disadvantaged, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.
>
> This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity."

14.00 Appropriation of Funds: The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. If applicable, the Grantee's performance of its obligations under this Agreement is subject to an appropriation by the Grantee's Board of County Commissioners for the purposes set forth hereunder. The Commission acknowledges where the Grantee is a political subdivision of the State of Florida it is authorized to act in accordance with the Grantee's purchasing ordinance(s), laws, rules and regulations.

15.00 Period of Agreement: The Grantee agrees to begin providing services on July 1, 2024, and to complete the Project on or before June 30, 2025. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered termination of the Project and the procedure established in Section 8.00 of this agreement shall be initiated. For the purpose of this section, completion of project is defined as the latest date by which services may have been provided or equipment may have been received as provided in the project description (Exhibit A). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2025.

16.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

17.00 Execution of Agreement: This agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

18.00 Vendors and Subcontractors Rights: Vendors (in this document identified as the Grantee) providing goods and services to the Commission will receive payments in accordance with Section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services after receiving an approved invoice from the Commission. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty per day (as defined by Rule) will be due and payable, in addition to the invoice amount to the Grantee. The interest penalty provision applies after a 35-day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices which have to be returned to a Grantee because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Commission.

A Vendor Ombudsman has been established within the Department of Management Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 413-5516.

19.00 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

> When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of Chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors

and suppliers within seven (7) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of one percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this section may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

20.00 Modification: This Agreement may not be changed or modified unless authorized in writing by both parties.

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	G2Z35
AGREEMENT DATE:	July 1, 2024

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this agreement as of the date set forth below:

GRANTEE: GUIDANCE/CARE CENTER, INC.
a FL 501(c)3 not-for-profit corporation

BY: _____
Maureen Dunleavy

TITLE: Senior Vice President

DATE: 7/3/2024
Resolution WCGCC 2023-01

COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

BY: _____

TITLE: for **Executive Director (Commission Designee)**

DATE: 7/12/2024

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	G2Z35
AGREEMENT DATE:	July 1, 2024

EXHIBIT A
PROJECT DESCRIPTION AND RESPONSIBILITIES
TRIP/EQUIPMENT

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Guidance/Care Center, Inc., 3000 41st Street Ocean, Marathon, Florida 33050.

I. PROJECT LOCATION: Monroe County(ies)

II. PROJECT DESCRIPTION: To purchase passenger trips and/or capital equipment so that transportation can be provided to eligible transportation disadvantaged individuals in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and the Fiscal Year 2024-25 Program Manual and Instructions for the Trip & Equipment. Services shall be provided and equipment, including vehicles, will be utilized through a coordinated transportation system which has a Memorandum of Agreement in effect, as set forth in Chapter 427, Florida Statutes and Rule 41-2, Florida Administrative Code. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement. There shall be an approved eligibility application for each rider who receives transportation service (trip or bus pass). In addition, documentation which supports the eligibility determination shall be maintained by the Grantee as part of the rider's eligibility file. Capital equipment will consist of: None.

III. DELIVERABLES:

Passenger Trips – In accordance with the Commission's invoice procedures, backup documentation shall accompany each invoice for transportation. The backup documentation identifies specific trips designated as eligible for reimbursement with Transportation Disadvantaged Trust Funds. The backup documentation shall support the Trip Summary Data Report that is submitted as part of the Grantee's invoice for reimbursement.

Capital Equipment – In accordance with the Commission's invoice procedures, an invoice from the equipment vendor, a record of payment by the Grantee shall be submitted as part of the Grantee's invoice for reimbursement, unless Exhibit D applies. For vehicles purchases, a copy of the Application for Title reflecting the Commission as first Lien Holder is also required.

IV. SPECIAL CONSIDERATIONS BY GRANTEE: All project equipment or vehicles shall meet or exceed the applicable criteria set forth in the latest Florida Department of Transportation's Guidelines for Acquiring Vehicles or criteria set forth by any other federal, state, or local government agency.

V. SPECIAL CONSIDERATIONS BY COMMISSION: Not applicable.

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	G2Z35
AGREEMENT DATE:	July 1, 2024

EXHIBIT B
PROJECT BUDGET AND DISBURSEMENT SCHEDULE

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Guidance/Care Center, Inc., 3000 41st Street Ocean, Marathon, Florida 33050.

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible costs as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and Fiscal Year 2024-25 Program Manual and Instructions for the Trip & Equipment Grant. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement.

Grantee shall invoice on a monthly basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit B. At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion. Reimbursement payment for transportation services shall not be provided to the Grantee until documentation supporting such services has been approved. In addition, payment shall not be provided to the Grantee for capital until the capital has been received and proof of payment and other back up documentation, as requested, is provided to the Commission unless Exhibit D applies. The project must be completed (capital received and approved by the Grantee) no later than June 30, 2025. Grantee will make every effort to submit invoices within thirty (30) days after the month of service provision.

TD Trust Fund Trips	$	258,932.00	43202718401
Voluntary Dollars		1.00	43202818401
TOTAL	$	258,933.00	

II. SOURCE OF FUNDS:

Commission for the Transportation Disadvantaged State Funds (no more than 90%)	$233,039.00
Local Cash Match (10%)	$25,893.00
Voluntary Dollar Contributions	$ 1.00
Monetary Value of In-Kind Match for Voluntary Dollar Contributions	$ 0.00
Total Project Cost	**$258,933.00**

III. DISBURSEMENT SCHEDULE OF COMMISSION (State) FUNDS $

FY 24/25	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Trips	$19,431	$19,419	$19,419	$19,419	$19,419	$19,419	$19,419	$19,419	$19,419	$19,419	$19,419	$19,419
Capital	0											

EXHIBIT B
PAGE 2 OF 2
TRANSPORTATION DISADVANTAGED TRUST FUND
SERVICE RATES

COMMUNITY TRANSPORTATION COORDINATOR: Guidance/Care Center, Inc.

EFFECTIVE DATE: July 1, 2024

TYPE OF SERVICE TO BE PROVIDED	UNIT (Passenger Mile, Trip, or Pass)	COST PER UNIT $
Ambulatory	Mile	$ 3.99
Wheelchair	Mile	$ 6.84
Group (per passenger)	Mile	$ 1.76
Bus Pass - Weekly	Pass	5.00
Bus Pass - Monthly	Pass	15.00
Key West (One Way)Bus Pass	Pass	1.00
Lower Keys (One Way)Shuttle	Pass	2.00
Lower Keys Shuttle - Weekly	Pass	15.00
Lower Keys Shuttle-Monthly	Pass	45.00

CERTIFICATION (To Be Completed By Commission Staff):
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Name: John Irvine	Signature: John Irvine
Title: Project Manager	Date: 7/1/2024

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	G2Z35
AGREEMENT DATE:	July 1, 2024

EXHIBIT C
STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency:	Commission for the Transportation Disadvantaged/Florida Department of Transportation
State Project Title:	COMMISSION FOR THE TRANSPORTATION DISADVANTAGED (CTD) TRIP & EQUIPMENT GRANT PROGRAM
CSFA Number:	55.001
***Award Amount:**	$233,040.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.001 is provided at:
https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.001 are provided at:
https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	G2Z35
AGREEMENT DATE:	July 1, 2024

EXHIBIT D
ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS
Rural Communities/Rural Areas of Opportunity

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Guidance/Care Center, Inc., 3000 41st Street Ocean, Marathon, Florida 33050.

Agreements providing federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as defined in Section 288.0656(2), F.S., is eligible for alternative advance payment, per Section 215.971(1)(h), F.S.

1. The amount of the Invoice submitted to the Commission for verified and eligible costs incurred by the Grantee or invoiced by the Grantee's contractor(s) and consultant(s) does not exceed the total amount of the costs incurred by the Grantee or invoice(s) received from the Grantee's contractor(s) or consultant(s).

2. All Invoices received from the Grantee clearly separate any cost(s) incurred by the Grantee and the Grantee's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.

3. All Invoices submitted to the Commission provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Grantee, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Grantee's Invoice.

4. The Grantee has certified, on each invoice, that the costs invoiced by the Grantee or the Grantee's contractor(s) and/or consultant(s) are valid and have been incurred by the Grantee or contractor(s) and/or consultant(s) in performance of eligible work under the terms and conditions of this Agreement.

5. Each invoice subsequent to the first invoice submitted by the Grantee includes Grantee's certification that all previously invoiced costs have been paid by the Grantee.

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	G2Z35
AGREEMENT DATE:	July 1, 2024

EXHIBIT E
PROJECTS WITH NON-PROFIT ENTITIES

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Guidance/Care Center, Inc., 3000 41st Street Ocean, Marathon, Florida 33050.

Pursuant to Section 216.1366, F.S., the Grantee shall provide documentation to indicate the amount of state funds:

1. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Grantee.

2. Allocated under each payment by the Commission to be used for remuneration of any member of the board of directors or an officer of the Grantee. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Commission to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Grantee's website, if the Grantee is a non-profit organization and maintains a website. The Grantee shall utilize the Commission's Compensation to Non-Profits Using State Funds (sample attached) for the purpose of documenting the compensation. The Grantee shall provide to the Commission the initial completed forms for each applicable board member/officer prior to its first invoice submission. Grantee shall also submit updated forms within 30 days from receipt of each payment from the Commission.

Pursuant to Section 216.1366, F.S., the term:

1. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

2. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

3. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Commission for the Transportation Disadvantaged

COMPENSATION TO NON-PROFITS USING STATE FUNDS

Section 216.1366, Florida Statutes, establishes documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with a non-profit organization as defined in s. 215.97 (2)(m), F.S. The Commission contracts require the Grantee to provide information regarding the amount of state funds:
• Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the Grantee.
• Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Grantee.

This Form shall be used to document the compensation to non-profits using state funds. The Grantee shall complete the Form using the amounts and recipients of the remuneration as provided below.

The completed Form shall be provided by the Grantee to the Commission within 30 days of receipt of a payment from the Commission. Failure to timely provide the Form may result in rejection of subsequent invoices received by the Commission, immediate termination of the contract, or whatever action is deemed appropriate by the Commission.

Name: _____

Title: _____

Agency Agreement/Contract #/Invoice #: _____

Total Contract Amount: _____

Contract Term: _____

Line Item Budget Category	Total Amount Allocated	Total Amount Paid	Amount Paid from State Funds
Salaries			
Fringe Benefits			
Bonuses			
Accrued Paid Time Off			
Severance Payments			
Retirement Contributions			
In-Kind Payments			
Incentive Payments			
Reimbursement Allowances			
Moving Expense			
Transportation Costs			
Telephone Services			
Medical Services			
Housing Costs			
Meals			

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Signature:	Title:
Name:	Date:

Contractual Agreements

G3085 - Guidance/Care Center and Florida Commission for the Transportation Disadvantaged Innovative Service Development (ISD)

SAMAS Approp.	108846	Fund	TDTF	FM/Job No(s).	45082228401
SAMAS Obj.	751000	Function	683	CSFA No.	55.045
Org. Code	55120000952	Contract No.	G3085	Vendor No.	59-1458324

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED INNOVATIVE SERVICE DEVELOPMENT GRANT AGREEMENT

THIS AGREEMENT, made and entered into by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission and Guidance/Care Center, Inc., 3000 41st Street Ocean, Marathon, Florida, 33050, hereinafter called the Grantee.

W I T N E S S E T H:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the authority to use Transportation Disadvantaged Trust Fund moneys in accordance with Chapter 427, Florida Statutes or rules thereof to support pilot projects that improve access to or create new opportunities for mobility services for eligible transportation disadvantaged persons. Such pilot projects could enhance the access of older adults, persons with disabilities, and low-income individuals to and from job training, employment, healthcare and other life sustaining services; enhance regional connectivity and cross-county mobility; or reduce the difficulty in connecting transportation disadvantaged persons to a transportation hub and from the hub to their final destination.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide trips to the transportation disadvantaged in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, the Fiscal Year 2024-25 Program Manual and Application for the Innovative Service Development Grant as further described in this Agreement and in Exhibit(s) A, B, C, and D, attached hereto and by this reference made a part hereof, hereinafter called the **Project**; and, for the Commission to provide financial assistance to the Grantee and state the terms and conditions upon which such financial assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed. Funds available through this agreement may be used only for transportation services for eligible transportation disadvantaged individuals. Grant funds shall not be used to supplant or replace funding of transportation disadvantaged services which are currently funded to a recipient by any federal, state, or local governmental agency.

2.00 Accomplishment of the Project: The Grantee shall commence and complete the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all federal, state and local applicable laws.

2.10 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.20 Funds of the Grantee: The Grantee will provide the necessary funds necessary for the completion of the Project.

2.30 Submission of Proceedings, Contracts and Other Documents and Products: The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial or operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement. Failure by the Grantee to provide such documents, or provide other documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

2.40 Incorporation by Reference: The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapter 427, Florida Statutes and Rule 41-2, Florida Administrative Code, and the Fiscal Year 2024-25 Program Manual and Application for the Innovative Service Development Grant.

3.00 Total Project Cost: The total estimated cost of the Project is $90,851.00. This amount is based upon the amounts summarized in Exhibit B and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Section 6.00 hereof after completion of the project.

4.00 Commission Participation: The Commission agrees to a maximum participation, including contingencies, in the Project in the amount of $81,766.00 as detailed in Exhibit B, or in an amount equal to the percentage(s) of total actual project cost shown in Exhibit B, whichever is less.

4.10 Eligible Costs: Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to subsidize a portion of a transportation disadvantaged person's transportation costs, and then only if a match, as specified in the Grant Program Manual, is provided by the Grantee. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement. The Grantee shall maintain an approval process and have access an approved to a written eligibility application for each rider who receives transportation service (trip or bus pass). In addition, documentation which supports the eligibility determination shall be maintained by the Grantee as part of the rider's eligibility file.

4.20 Eligible Project Expenditures: Project costs eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:

a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast;
b) Availability of funds as stated in Section 14.00 of this Agreement;
c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available;
d) Submission of all certifications, invoices, detailed supporting documentation, or other obligating documents and all other terms of this agreement.

4.30 Project Funds: In addition to other restrictions set out in this Grant agreement, the Grantee must also adhere to the following limitations on the use of Transportation Disadvantaged Trust Funds:

4.31 Transfer of Funds: A Grantee in a non-multi-county designated service area, may not borrow, loan or otherwise transfer Transportation Disadvantaged Trust Funds from one designated service area to another without the express written approval of the Commission.

4.40 Front End Funding and Retainage: Front end funding and retainage are not applicable.

5.00 Project Budget and Disbursement Schedule:

5.10 The Project Budget: The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit B, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget revision shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved in writing by the Commission. Any budget revision that changes the fund participation requirements established in Section 4.00 of this agreement shall not be effective unless approved in writing by the Commission and the Florida Department of Transportation Comptroller.

5.20 Schedule of Disbursements: The Grantee shall abide by the Commission approved disbursements schedule, contained in Exhibit B. This schedule shall show estimated disbursement of Commission funds for the entire term of the Project by month of the fiscal year in accordance with Commission fiscal policy. The schedule may be divided by Project phase where such division is determined to be appropriate by the Commission. Any deviation from the approved schedule in Exhibit B requires advance submission of a supplemental schedule by the agency and advance approval by the Commission. Reimbursement for the Commission's share of the project shall not be made for an amount greater than the cumulative total, up to any given month, as indicated in the disbursement schedule in Exhibit B. Grantee shall invoice on a **monthly** basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit B. At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative

total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion. Grantee will make every effort to submit invoices within thirty (30) days after the month of service provision.

6.00 Accounting Records, Audits and Insurance:

6.10 Establishment and Maintenance of Accounting Records: The Grantee shall establish for the Project, in conformity with the latest current uniform requirements established by the Commission to facilitate the administration of the transportation disadvantaged financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such transportation disadvantaged financing accounts are referred to herein collectively as the "Project Account." The Project Account, and detailed documentation supporting the Project Account, must be made available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

Should the Grantee provide transportation to other purchasing agencies within the coordinated system during the time period of this Agreement, the Grantee shall maintain detailed documentation supporting the transportation to the other purchasing agencies, and must make this documentation available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

6.20 Funds Received Or Made Available for The Project: The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all transportation disadvantaged trust fund payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds." The Grantee shall require depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.

6.30 Costs Incurred for the Project: The Grantee shall charge to the Project Account only eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered eligible costs.

6.40 Documentation of Project Costs and Claims for Reimbursement: All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by, invoices, and other detailed supporting documentation evidencing in proper detail of the charges. The Grantee shall provide upon request, sufficient detailed documentation for each cost or claim for reimbursement to allow an audit trail to ensure that the services rendered or costs incurred were those which were agreed upon. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

6.50 Checks, Orders, and Vouchers: Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, within the Grantee's existing accounting system, and, to the extent feasible, kept separate and apart from all other such documents.

6.60 Audits:

1. The administration of resources awarded through the Commission to the Grantee by this Agreement may be subject to audits and/or monitoring by the Commission and the Department of Transportation (Department). The following requirements do not limit the authority of the Commission or the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Grantee shall comply with all audit and audit reporting requirements as specified below.

   a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Grantee's use of state financial assistance may include but not be limited to on-site visits by Commission and/or Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Commission by this Agreement. By entering into this Agreement, the Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the Chief Financial Officer (CFO) or the Auditor General.

   b. The Grantee a nonstate entity as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:

i. In the event the Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee must have a State single or project-specific audit conducted for such fiscal year 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. Exhibit C to this Agreement indicates state financial assistance awarded through the Commission by this Agreement needed by the Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission by this Agreement, 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.

ii. In connection with the audit requirements, the Grantee shall ensure that the audit complies with the requirements of Section 215.97, Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Grantee must provide a single audit exemption statement via email to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Grantee's audit period for each applicable audit year. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Grantee's resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to both:

Florida Department of Transportation	State of Florida Auditor General
Office of Comptroller, MS 24	Local Government Audits/342
605 Suwannee Street	111 West Madison Street, Room 401
Tallahassee, FL 32399-0405	Tallahassee, FL 32399-1450
Email: FDOTSingleAudit@dot.state.fl.us	Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Grantee, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Grantee's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Commission by this Agreement. If the Grantee fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Commission and/or the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Grantee shall permit the Commission, the Department, or its designee, CFO or the Auditor General access to the Grantee's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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

6.70 Inspection: The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

6.80 Insurance: The Grantee shall carry insurance on Project vehicles and equipment, and guarantee liability for minimum coverage as follows:

6.81 Liability: Liability coverage in an amount of $200,000 for any one (1) person, $300,000 per occurrence at all times in which Project vehicles or equipment are engaged. The Grantee shall ensure that contracted Transportation Operators also maintain the same minimum liability insurance.

6.82 Collision: Collision, fire, theft, and comprehensive coverage in any amount required to pay for any damages to the Project vehicle(s) and equipment including restoring to its then market value or replacement.

6.83 Property Insurance: The Grantee shall carry fire, theft, and comprehensive coverage property insurance, with replacement cost value, on equipment, other than vehicles, purchased with Transportation Disadvantaged Trust Funds.

6.84 Other Insurance: The above required insurance will be primary to any other insurance coverage that may be applicable.

7.00 Compensation and Payments: In order to obtain any Transportation Disadvantaged Trust Funds, the Grantee shall:

7.10 File with the Commission for the Transportation Disadvantaged, FLCTDinvoice@dot.state.fl.us, its invoice on a form or forms prescribed by the Commission, and such other detailed supporting documentation pertaining to the Project Account and the Project (as listed in Exhibit B hereof) as the Commission may require, to justify and support the payment as specified in the Commission's Grant Agreement and Invoicing Procedures.

7.11 Grantee certifies, under penalty of perjury, that the Grantee will comply with the provisions of the Agreement and that all invoices and support documentation will be true and correct.

7.12 Financial Consequence: Reimbursement payment for transportation services shall not be provided to the Grantee until trips are provided and documentation supporting such services has been approved. The project must be completed no later than June 30, 2025.

7.20 The Commission's Obligations: Subject to other provisions hereof, the Commission will honor such invoices in amounts and at times deemed by the Commission to be proper and in accordance with this Agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project Account if:

7.21 Misrepresentation: The Grantee has made misrepresentations of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document or record of data or certification furnished therewith or pursuant hereto;

7.22 Litigation: There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

7.23 Required Submittals/Certifications: The Grantee has failed or refused to provide to the Commission detailed documentation of requisitions or certifications of actions taken;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained herein;

7.25 Default: The Grantee has been determined by the Commission to be in default under any of the provisions of this or any other Agreement which the Grantee has with the Commission; or

7.26 Supplanting of Funds: The Grantee has used Transportation Disadvantaged Trust Funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, Florida Statutes.

7.30 Disallowed Costs: In determining the amount of the Grantee's payment, the Commission will exclude all costs incurred by the Grantee prior to the agreement, costs which are not provided for in the latest approved budget for the Project, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund

7.40 Invoices for Goods or Services: Invoices for goods or services or expenses provided or incurred pursuant to this Agreement shall be submitted in accordance with the Commission's invoice procedures in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied with such documentation.

7.50 Commission Claims: If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any grant agreement which it has with the Grantee owing such amount if, upon demand, payment of the amount is not made within (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 8.20, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.

8.20 Action Subsequent to Notice of Termination or Suspension: Upon receipt of any final termination or suspension notice under this section, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously

received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.

8.30 Public Records: IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(850) 410-5700
CTDOmbudsman@dot.state.fl.us
605 Suwannee Street, MS 49
Tallahassee, Florida 32399

The Grantee shall keep and maintain public records required by the Commission to perform the service of this agreement.

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

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 Grantee does not transfer the records to the Commission.

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

Failure by the Grantee to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Commission.

9.00 Remission of Project Account Upon Completion of Project: Upon completion and after financial audit of the Project, and after payment, provision for payment, or reimbursement of all Project costs payable from the Project Account is made, the Grantee shall remit to the Commission its share of any unexpended balance in the Project Account.

10:00 Third Party Agreements: The Grantee shall conduct an open and fair competitive process for any service that it subcontracts for or obligates itself that requires the disbursement of Transportation Disadvantaged Trust Fund moneys, with respect to this project.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity: In connection with the carrying out of this Agreement, the Grantee shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, disability, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Grantee shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the non-discrimination clause.

11.20 Title VI - Civil Rights Act of 1964: The Grantee must comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation, the Regulations of the Federal Department of Justice and the assurance by the Grantee pursuant thereto.

11.30 Prohibited Interests:

11.31 Contracts or Purchases: Unless authorized in writing by the Commission, no officer of the Grantee, or employee acting in his or her official capacity as a purchasing agent, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Grantee from any business entity of which the officer or employee or the officer's or employee's business associate or spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

11.32 Business Conflicts: Unless authorized in writing by the Commission, it is unlawful for an officer or employee of the Grantee, or for any company, corporation, or firm in which an officer or employee of the Grantee has a financial interest, to bid on, enter into, or be

personally interested in the purchase or the furnishing of any materials, services or supplies to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.

11.33 Solicitations: No officer or employee of the Grantee shall directly or indirectly solicit or accept funds from any person who has, maintains, or seeks business relations with the Grantee.

11.34 Former Employees - Contractual Services: Unless authorized in writing by the Commission, no employee of the Grantee shall, within 1 year after retirement or termination, have or hold any employment or contractual relationship with any business entity in connection with any contract for contractual services which was within his or her responsibility while an employee.

11.35 Former Employees - Consulting Services: The sum of money paid to a former employee of the Grantee during the first year after the cessation of his or her responsibilities, by the Grantee, for contractual services provided to the Grantee, shall not exceed the annual salary received on the date of cessation of his or her responsibilities. The provisions of this section may be waived by the Grantee for a particular contract if the Grantee determines, and the Commission approves, that such waiver will result in significant time or cost savings for the Grantee and the project.

The Grantee shall insert in all contracts entered into in connection with this Agreement and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer, or employee of the Grantee during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this section shall not be applicable to any agreement between the Grantee and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

11.40 Non-discrimination of Persons With Disabilities: The Grantee and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a handicap or disability (physical, mental or emotional impairment). The Grantee agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Grantee shall also assure compliance with The Americans with Disabilities Act, as amended, as it may be amended from time to time.

11.50 Lobbying Prohibition: No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem, the cost for

publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this section supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

11.60 Public Entity Crimes: No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

11.70 Homeland Security: Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all new persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and
2. all new persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement. Refer to the U.S. Department of Homeland Security's website at www.dhs.gov to learn more about E-Verify.

12.00 Miscellaneous Provisions:

12.10 Environmental Pollution: All Proposals, Plans, and Specifications for the acquisition, reconstruction, or improvement of vehicles or equipment, shall show that such vehicles or equipment are equipped to prevent and control environmental pollution.

12.20 Commission Not Obligated to Third Parties: The Commission shall not be obligated or liable hereunder to any party other than the Grantee.

12.30 When Rights and Remedies Not Waived: In no event shall the making by the Commission of any payment to the Grantee constitute or be construed as a waiver by the Commission of any breach of covenant or any default which may then exist, on the part of the

Grantee, and the making of such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission for such breach or default.

12.40 How Contract Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus and Commissions: By execution of the Agreement, the Grantee represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its financing hereunder.

12.60 State or Territorial Law: Nothing in the Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State or Federal law. Provided, that if any of the provisions of the Agreement violate any applicable State or Federal law, the Grantee will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Grantee to the end that the Grantee may proceed as soon as possible with the Project.

12.70 Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and the Florida law, the laws of Florida shall prevail. The Grantee agrees to waive forum and venue and that the Commission shall determine the forum and venue in which any dispute under this Agreement is decided.

13.00 Contractual Indemnity: It is not intended by any of the provision of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Grantee guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Grantee or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Grantee agrees to indemnify, and hold harmless the Commission, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Grantee and persons employed or utilized by the Grantee in the performance of this Agreement. This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity. Additionally, the Grantee agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this agreement.

"To the fullest extent permitted by law, the Grantee's contractor/consultant shall indemnify, and hold harmless the Commission for the Transportation Disadvantaged, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement. This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity."

14.00 Appropriation of Funds: The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. If applicable, the Grantee's performance of its obligations under this Agreement is subject to an appropriation by the Grantee's Board of County Commissioners for the purposes set forth hereunder. The Commission acknowledges where the Grantee is a political subdivision of the State of Florida it is authorized to act in accordance with the Grantee's purchasing ordinance(s), laws, rules and regulations.

15.00 Period of Agreement: The Grantee agrees to begin providing services on July 1, 2024, and to complete the Project on or before June 30, 2025. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered termination of the Project and the procedure established in Section 8.00 of this agreement shall be initiated. For the purpose of this section, completion of project is defined as the latest date by which services may have been provided as provided in the project description (Exhibit A). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2025.

16.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

17.00 Execution of Agreement: This agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

18.00 Vendors and Subcontractors Rights: Vendors (in this document identified as the Grantee) providing goods and services to the Commission will receive payments in accordance with Section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services after receiving an approved invoice from the Commission. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty per day (as defined by Rule) will be due and payable, in addition to the invoice amount to the Grantee. The interest penalty provision applies after a 35-day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices which have to be returned to a Grantee because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Commission.

A Vendor Ombudsman has been established within the Department of Management Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 413-5516.

19.00 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third-party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third-party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

> When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of Chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors and suppliers within seven (7) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of one percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this section may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

20.00 Modification: This Agreement may not be changed or modified unless authorized in writing by both parties.

FM/JOB No(s).	45082228401
CONTRACT NO.	G3085
AGREEMENT DATE:	July 1, 2024

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this agreement as of the date set forth below:

GRANTEE: GUIDANCE/CARE CENTER, INC.
a FL 501(c)3 not-for-profit corporation

BY: _____
Maureen Dunleavy

TITLE: Senior Vice President

DATE: 7/16/24

Resolution WCGCC 2023-01

COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

BY: _____

TITLE: for **Executive Director (Commission Designee)**

DATE: 7/24/2024

FM/JOB No(s).	45082228401
CONTRACT NO.	G3085
AGREEMENT DATE:	July 1, 2024

EXHIBIT A
PROJECT DESCRIPTION AND RESPONSIBILITIES
INNOVATIVE SERVICE DEVELOPMENT GRANT

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Guidance/Care Center, Inc., 3000 41st Street Ocean, Marathon, Florida, 33050.

PROJECT LOCATION: Monroe County(ies)

PROJECT DESCRIPTION: To provide financial assistance for the provision of eligible trips to qualified transportation disadvantaged riders residing in Monroe County.

Eligible trips are shared, door-to-door trips originating as far south as the Lower Keys (Monroe County) into Miami-Dade County primarily for medical purposes.

This service will be provided two days per week. TD riders may be picked up as early as 4:00 am to arrive in Miami-Dade County by 8:00 am. Trips will be requested at a minimum of 48 hours in advance.

RIDER ELIGIBILITY: The Grantee will utilize its current Transportation Disadvantaged Rider eligibility application process to determine rider qualifications.

DELIVERABLES: Passenger Trips – In accordance with the Commission's invoice procedures, backup documentation shall accompany each invoice for transportation. The backup documentation identifies specific trips designated as eligible for reimbursement with Transportation Disadvantaged Trust Funds. The backup documentation shall support the Trip Summary Data Report that is submitted as part of the Grantee's invoice for reimbursement.

PROJECT GOALS: The following are goals of the project. Grantee shall submit a quarterly report that demonstrates, at a minimum, the status of each project goal. The report shall be in a format approved by the Commission. Payment is not contingent upon the submission of these reports or goals being met:

1. Provide 180 trips during the grant period.

2. Provide transportation to 45 transportation disadvantaged eligible individuals during the grant period.

3. 90% of the unduplicated passenger head count should provide a favorable evaluation of the service and could include the following components, at a minimum:

    a. Opportunity to have morning appointments in Miami-Dade County have been been beneficial.
    b. Opportunity to stay for longer appointments, when necessary, have been beneficial.
    c. Reliability of on-time pick-ups.
    d. Reliability of service.

SPECIAL CONSIDERATIONS BY GRANTEE:

None

SPECIAL CONSIDERATIONS BY COMMISSION:

None

FM/JOB No(s).	45082228401
CONTRACT NO.	G3085
AGREEMENT DATE:	July 1, 2024

EXHIBIT B
PROJECT BUDGET AND DISBURSEMENT SCHEDULE

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Guidance/Care Center, Inc., 3000 41st Street Ocean, Marathon, Florida, 33050.

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible costs as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and Fiscal Year 2024-25 Program Manual and Instructions for the Innovative Service Development Grant. Trips shall be purchased at the rates indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement.

Grantee shall invoice on a monthly basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit B. At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion. Reimbursement payment for transportation services shall not be provided to the Grantee until documentation supporting such services has been approved. The project must be completed no later than June 30, 2025.

TD Trust Fund Trips	$ 90,851.00	45082228401
TOTAL	$ 90,851.00	

II. SOURCE OF FUNDS:

Commission for the Transportation Disadvantaged State Funds (no more than 90%)	$81,766.00
Local Cash Match (10%)	$ 9,085.00
Total Project Cost	**$90,851.00**

III. DISBURSEMENT SCHEDULE OF COMMISSION (State) FUNDS $

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 2024/25	6,823	6,813	6,813	6,813	6,813	6,813	6,813	6,813	6,813	6,813	6,813	6,813

TRANSPORTATION DISADVANTAGED TRUST FUND
SERVICE RATES
EXHIBIT B
PAGE 2 OF 2

COMMUNITY TRANSPORTATION COORDINATOR: Guidance/Care Center, Inc.

EFFECTIVE DATE: July 1, 2024

TYPE OF SERVICE TO BE PROVIDED	UNIT (Passenger Mile, Trip, or Pass)	COST PER UNIT $
Ambulatory/Wheelchair	Mile	$5.84
Group Ambulatory/Wheelchair	Mile	$4.31

CERTIFICATION (To Be Completed By Commission Staff):
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Name: John Irvine	Signature: John Irvine
Title: Project Manager	Date: 7/24/2024

FM/JOB No(s).	45082228401
CONTRACT NO.	G3085
AGREEMENT DATE:	July 1, 2024

EXHIBIT C

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency:	Commission for the Transportation Disadvantaged/Florida Department of Transportation
State Project Title:	COMMISSION FOR THE TRANSPORTATION DISADVANTAGED (CTD) Innovative Service Development Grant
CSFA Number:	55.045
***Award Amount:**	$81,766.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.045 is provided at:
https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.045 are provided at:
https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	G3085
AGREEMENT DATE:	July 1, 2024

EXHIBIT D
PROJECTS WITH NON-PROFIT ENTITIES

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Guidance/Care Center, Inc., 3000 41st Street Ocean, Marathon, Florida, 33050.

Pursuant to Section 216.1366, F.S., the Grantee shall provide documentation to indicate the amount of state funds:

1. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Grantee.

2. Allocated under each payment by the Commission to be used for remuneration of any member of the board of directors or an officer of the Grantee. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Commission to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Grantee's website, if the Grantee is a non-profit organization and maintains a website. The Grantee shall utilize the Commission's Compensation to Non-Profits Using State Funds (sample attached) for the purpose of documenting the compensation. The Grantee shall provide to the Commission the initial completed forms for each applicable board member/officer prior to its first invoice submission. Grantee shall also submit updated forms within 30 days from receipt of each payment from the Commission.

Pursuant to Section 216.1366, F.S., the term:

1. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

2. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

3. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Commission for the Transportation Disadvantaged

COMPENSATION TO NON-PROFITS USING STATE FUNDS

Section 216.1366, Florida Statutes, establishes documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with a non-profit organization as defined in s. 215.97 (2)(m), F.S. The Commission contracts require the Grantee to provide information regarding the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the Grantee.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Grantee.

This Form shall be used to document the compensation to non-profits using state funds. The Grantee shall complete the Form using the amounts and recipients of the remuneration as provided below.

The completed Form shall be provided by the Grantee to the Commission within 30 days of receipt of a payment from the Commission. Failure to timely provide the Form may result in rejection of subsequent invoices received by the Commission, immediate termination of the contract, or whatever action is deemed appropriate by the Commission.

Name: _____

Title: _____

Agency Agreement/Contract #/Invoice #: _____

Total Contract Amount: _____

Contract Term: _____

Line Item Budget Category	Total Amount Allocated	Total Amount Paid	Amount Paid from State Funds
Salaries			
Fringe Benefits			
Bonuses			
Accrued Paid Time Off			
Severance Payments			
Retirement Contributions			
In-Kind Payments			
Incentive Payments			
Reimbursement Allowances			
Moving Expense			
Transportation Costs			
Telephone Services			
Medical Services			
Housing Costs			
Meals			

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Signature:	Title:
Name:	Date:

FY2025 Annual Performance Report
(For year October 1, 2024 – September 30, 2025)

Agency Name	
Point of Contact (POC)	
Phone/Email	
Grant Amount	

Per Section 8 of your contract, it is required that you fill out the entire form and answer every question.

Narrative on the FY2025 Performance (i.e. successes, challenges, etc.):

Questions:

1. Please list services and client information below for the program/activities funded by the Monroe County award.

Services	Target Population	Number of Persons in Target Population	Total Number of Clients Served in FY2025
		Total Unduplicated Clients Served	

2. What were the measurable outcomes (including numbers) accomplished in FY2025? *Please base these outcomes on the services you identified in Question #1.*

3. What number and percentage of your clients/participants were at or below the federal poverty level in FY2025; and/or 200%; and/or another standard used by your organization?

4. Were all the awarded funds used in FY2025? If not, please explain.

5. What is the number of FTEs working on the program(s) funded by the award in FY2025?

6. Were the awarded funds used as match in FY2025? If so, please list matching sources.

7. What area of Monroe County did you serve in FY2025?

8. How many total FTEs in your organization?

9. Volunteers: ____ hours of program service were contributed by _____ volunteers in FY2025.

10. What was the CEO/Executive Director (or highest paid title) compensation in FY2025? *(Please breakdown between salary and benefits.)*

11. What is your organization's fiscal year?

For the following questions, please use the number as reported on your FY2025 IRS Form 990. If your FY2025 IRS Form 990 is not yet prepared, please provide an estimate for the following questions.

12. What were your organization's total expenses in FY2025?

13. What was your organization's total revenue in FY2025?

14. What was the organization's total in grants and contracts for FY2025?

15. What was the organization's total donations and in-kind (fundraising) in FY2025?

16. What percentage of your expenses are program service expenses[1] versus management and general expenses[2] in FY2025 as reported on your IRS Form 990?

Email the Annual Performance Report to the Grants Coordinator for Monroe County

[1] Program service expenses are defined as expenses needed to run your programs.

[2] Management and general expenses encompass expenses such as human resources, salaries of those not working directly with programs, legal services, accounting services, insurance expenses, office management, auditing, and other centralized services.

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Budget Meeting Meeting
September 11, 2024
Agenda Item Number: B10
2023-2901

BULK ITEM: Yes

DEPARTMENT: Budget and Finance

TIME APPROXIMATE:

STAFF CONTACT: Andrew Roltsch

AGENDA ITEM WORDING: Approval of two (2) agreements with Guidance/Care Center (G/CC) for (1) Substance Abuse Mental Health (SAMH) services in the amount of $875,000.00 and 2) the Jail In-House Program (JIP) in the amount of $392,455.00 for FY2025. The County funding for SAMH services is the local match required by Florida Statute.

ITEM BACKGROUND:

Substance Abuse Mental Health Services (SAMH): In FY2025 the required match for SAMH/CRF services is $875,000.00 which is approximately a 66% increase compared to FY2024 and will support a similar level of services as last year. The Local Match is defined in the agreements between G/CC and the South Florida Behavior Health Network, Inc., d.b.a. Thriving Mind South Florida (SFBHN) (see ME225-14-27 attached as Attachment D to the Agreement) and in accordance with F.S. 394.67, F.S. and 65E-14,005, Florida Administrative Code.

Jail In-House Programs (JIP): The FY2025 budget request for the Jail In-House Program (JIP) is $392,455.00. The total FY2024 budget for the JIP program was $382,432.00.

PREVIOUS RELEVANT BOCC ACTION:

The funding for SAMH and JIP programs were approved by the BOCC on September 20, 2023, during the adoption of the final Operating Budget for Fiscal Year 2024. The County, annually, funds the required local match for SAMH and also funds the JIP services.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Contract - JIP FY2025.pdf
Contract - SAMH FY2025.pdf

FINANCIAL IMPACT:

09/11/24	001-045905 · GCC SAMH FS 394.76	$875,000.00
09/11/24	001-045906 · GCC JIP	$392,455.00
Total:		**$1,267,455.00**

AGREEMENT

This Agreement is made and entered into this 11th day of September 2024, between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, hereinafter referred to as "Board" or "County," and **Guidance/Care Center, Inc**., a Florida 501(c)(3) not-for-profit corporation, hereinafter referred to as "PROVIDER."

WHEREAS, the PROVIDER is a not-for-profit corporation established for the provision of behavioral health services throughout the Florida Keys, and

WHEREAS, it is a legitimate public purpose to provide behavioral health services including comprehensive substance abuse services for individuals in the Jail In-House Program at the Monroe County Detention Center, now, therefore,

IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

FUNDING

1. AMOUNT OF AGREEMENT. The Board, in consideration of the PROVIDER substantially and satisfactorily performing and providing services to incarcerated persons in the Monroe County jail, shall reimburse the Provider for a portion of the Provider's expenditures for the Jail In-House Program (including substance abuse and mental health services, such as psychosocial assessment, individual counseling, group therapy and case management, to those incarcerated individuals that qualify for the program), as billed by the Provider. This cost shall not exceed a total reimbursement of **THREE HUNDRED NINETY-TWO THOUSAND, FOUR HUNDRED FIFTY-FIVE AND NO/100 DOLLARS ($392,455.00)** during the fiscal year 2025.

2. TERM. This Agreement shall commence on **October 1, 2024, and terminate September 30, 2025**, unless earlier terminated pursuant to other provisions herein.

3. PAYMENT. Payment will be made periodically, but no more frequently than monthly, as hereinafter set forth. Reimbursement requests will be submitted to the Board via the Clerk's Finance Office. The County shall only reimburse, subject to the funded amounts below, those reimbursable expenses which are reviewed and approved as complying with Monroe County Code of Ordinances, State laws and regulations and Attachment A - Expense Reimbursement Requirements. Evidence of payment by the PROVIDER shall be in the form of a letter, summarizing the expenses, with supporting documentation attached. The letter should contain a notarized certification statement. An example of a reimbursement request cover letter is included as Attachment B. The organization's final invoice must be received within thirty days after the termination date of this contract shown in Article 2 above.

After the Clerk of the Board examines and approves the request for reimbursement, the Board shall reimburse the PROVIDER. However, the total of said reimbursement expense payments in the aggregate sum shall not exceed the total amount shown in Article 1, above, during the term of this agreement.

4. AVAILABILITY OF FUNDS. If funds cannot be obtained or cannot be continued at a level sufficient to allow for continued reimbursement of expenditures for services specified herein, this agreement may be terminated immediately at the option of the Board by written notice of termination delivered to the PROVIDER. The Board shall not be obligated to pay for any services or goods provided by the PROVIDER after the PROVIDER has received written notice of termination, unless otherwise required by law.

5. PURCHASE OF PROPERTY. All property, whether real or personal, purchased with funds provided under this agreement, shall become the property of Monroe County and shall be accounted for pursuant to statutory requirements. Funding under this agreement shall not be used to purchase capital assets.

RECORDKEEPING

6. RECORDS AND RIGHT TO AUDIT. PROVIDER shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of ten (10) years from the termination of this agreement. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for ten (10) years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to PROVIDER pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the PROVIDER, the PROVIDER shall repay the monies together with interest calculated pursuant to Sec. 55.03, Florida Statutes, running from the date the monies were paid by the COUNTY.

Right to Audit. *Availability of Records*. The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and if applicable trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by County or the Monroe County Office of the Clerk of Court and Comptroller (hereinafter referred to as "County Clerk") to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in County's or the County Clerk's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by County's representative and/or agents or the County Clerk. County or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors' representatives. All records shall be kept for ten (10) years after Final Completion of the Project. The County Clerk possesses the independent authority to conduct an audit of Records, assets, and activities relating to this Project. If any auditor employed by the Monroe County or County Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, F.S., running form the date, the monies were paid to Contractor. The *right to audit* provisions survives the termination of expiration of this Agreement.

In addition, if PROVIDER is required to provide an audit as set forth in in Section 8(e) below, the audit shall be prepared by an independent certified public accountant (CPA) with a current license, in good standing with the Florida State Board of Accountancy.

7. PUBLIC ACCESS. The County and PROVIDER shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and PROVIDER in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by PROVIDER. This provision shall survive any termination or expiration of the contract. The PROVIDER is encouraged to consult with

its advisors about Florida Public Records Law in order to comply with this provision. Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the PROVIDER is required to:

1) Keep and maintain public records that would be required by the County to perform the service.
2) Upon receipt from the County's custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the PROVIDER does not transfer the records to the County.
4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the PROVIDER or keep and maintain public records that would be required by the County to perform the service. If the PROVIDER transfers all public records to the County 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 County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.
5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the PROVIDER of the request, and the PROVIDER must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the PROVIDER does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the PROVIDER. A PROVIDER who fails to provide the public records to the County within a reasonable time may be subject to penalties under section119.10, Florida Statutes.

The PROVIDER shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE# 305-292-3470 BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE 1111 12TH Street, SUITE 408, KEY WEST, FL 33040.

8. COMPLIANCE WITH COUNTY GUIDELINES. The PROVIDER must furnish to the County the following (items A-J must be provided prior to the payment of any invoices):

(a) IRS Letter of Determination and GUIDESTAR printout indicating current 501(c)(3) status;
(b) Proof of registration with the Florida Department of Agriculture, as required by Florida Statute 496.405, and the Florida Department of State, as require by Florida Statute 617.01201, or proof of exemption from registration as per Florida Statute 496.406.
(c) List of the Organization's Board of Directors of which there must be at least 5 and for each board member please indicate when elected to serve and the length of term of service;

(d) Evidence of annual election of Officers and Directors/Directors At-Large or bi-annual election of Officers and Directors/Directors At-Large as applicable;
(e) Unqualified audited financial statements from the most recent fiscal year for all organizations that expend $150,000 a year or more; if qualified, include a statement of deficiencies with corrective actions recommended/taken; audit shall be prepared by an independent certified public accountant (CPA) with a current license, in good standing with the Florida State Board of Accountancy. If the PROVIDER receives $100,000 or more in grant funding from the County:
    a. The CPA that prepares the audit must also be a member of the American Institute of Certified Public Accountants (AICPA);
    b. The CPA must maintain malpractice insurance covering the audit services provided and
    c. The County shall be considered an "intended recipient" of said audit.
(f) Copy of a filed IRS Form 990 from most recent fiscal year with all attached schedules;
(g) Organization's Corporate Bylaws, which must include the organization's mission, board and membership composition, and process for election of officers;
(h) Organization's Policies and Procedures Manual which must include hiring policies for all staff, drug and alcohol free workplace provisions, and equal employment opportunity provisions;
(i) Specific description or list of services to be provided under this contract with this grant (see Attachment C);
(j) Annual Performance Report describing services rendered during the most recently completed grant period (to be furnished within 30 days after the contract end date.) The performance report shall include statistical information regarding the types and frequencies of services provided, a profile of clients (including residency) and numbers served, and outcomes achieved (see Attachment D);
(k) Cooperation with County monitoring visits that the County may request during the contract year; and
(l) Other reasonable reports and information related to compliance with applicable laws, contract provisions and the scope of services that the County may request during the contract year.

COUNTY FORMS

By signing this Agreement, GRANTEE has sworn or affirmed to the following requirements as set forth in the Ethics Statement and non-collusion affidavit, as set forth in more detail in this Agreement.

9. ETHICS CLAUSE. By signing this Agreement, the GRANTEE warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

10. NON-COLLUSION AFFIDAVIT. GRANTEE by signing this Agreement, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the firm of GRANTEE, the bidder making the Proposal for the project described in the Scope of Work and that I executed the said proposal with full authority to do so; the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or

corporation to submit, or not to submit, a bid for the purpose of restricting competition; the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

11. AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES. Grantee under penalty of perjury attests that Grantee does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Grantee, I certify under penalties of perjury that Grantee does not use coercion for labor or services in accordance with Section 787.06. Additionally, Grantee has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

RESPONSIBILITIES

12. SCOPE OF SERVICES. The PROVIDER, for the consideration named, covenants and agrees with the Board to substantially and satisfactorily perform and provide the services outlined in Attachment C to residents of Monroe County, Florida.

13. ATTORNEY'S FEES AND COSTS. The County and PROVIDER agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

14. BINDING EFFECT. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and PROVIDER and their respective legal representatives, successors, and assigns.

15. CODE OF ETHICS. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment, or contractual relationship; and disclosure or use of certain information.

16. NO SOLICITATION/PAYMENT. The County and PROVIDER warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the PROVIDER agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

17. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the PROVIDER is an independent contractor and not an employee, agent or instrumentality of the Board. No statement contained in this agreement shall be construed so as to find the PROVIDER or any of its employees, contractors, servants or agents to be employees of the Board.

COMPLIANCE ISSUES

18. COMPLIANCE WITH LAW. In providing all services pursuant to this agreement, the PROVIDER shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the PROVIDER.

19. PROFESSIONAL RESPONSIBILITY AND LICENSING. The PROVIDER shall assure that all professionals have current and appropriate professional licenses and professional liability insurance coverage. Funding by the Board is contingent upon retention of appropriate local, state and/or federal certification and/or licensure of the PROVIDER'S program and staff.

20. NON-DISCRIMINATION. The COUNTY and PROVIDER agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The COUNTY and PROVIDER agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibits discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 12101), as amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

AMENDMENTS, CHANGES, AND DISPUTES

21. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the services and/or reimbursement of services shall be accomplished by an amendment, which must be approved in writing by both parties hereto.

22. ADJUDICATION OF DISPUTES OR DISAGREEMENTS. County and PROVIDER agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. The PROVIDER and County staff shall try to resolve the claim or dispute with meet and confer sessions to be commenced within 30 days of the dispute or claim. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this agreement or by Florida law. Any claims or dispute that the parties cannot resolve shall be decided by the Circuit Court, 16th Judicial Circuit, Monroe County, Florida.

23. COOPERATION. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and PROVIDER agree to participate, to the extent reasonably required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and PROVIDER specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

ASSURANCES

24. COVENANT OF NO INTEREST. County and PROVIDER covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

25. NO ASSIGNMENT. The PROVIDER shall not assign this agreement except in writing and with the prior written approval of the Board, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This agreement shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions herein. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the Board in addition to the total agreed upon reimbursement amount for the services of the PROVIDER.

26. NON-WAIVER OF IMMUNITY. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the PROVIDER in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

27. ATTESTATIONS. PROVIDER agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

28. AUTHORITY. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

INDEMNITY ISSUES

29. INDEMNIFICATION AND HOLD HARMLESS. The PROVIDER covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims and causes of action for medical malpractice, medical negligence, bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the PROVIDER occasioned by the negligence, errors, or other wrongful act or omission of the PROVIDER'S employees, agents, or volunteers.

30. PRIVILEGES AND IMMUNITIES. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

31. NO PERSONAL LIABILITY. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

32. LEGAL OBLIGATIONS AND RESPONSIBILITIES: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

33. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the PROVIDER agree that neither the County nor the PROVIDER or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

GENERAL

34. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

35. NOTICE. Any notice required or permitted under this agreement shall be in writing and hand-delivered or mailed, postage pre-paid, by certified mail, return receipt requested, to the other party as follows:

For Board:
Grants Administrator
1100 Simonton Street
Key West, FL 33040

and

Monroe County Attorney
PO Box 1026
Key West, FL 33041

For PROVIDER
Craig Knierim, Deputy COO
Guidance/Care Center
1205 Fourth Street
Key West, FL 33040

Copies of all default notices, notices of breach, termination, legal claim, or indemnity copied to:

WestCare Foundation, Inc.
Attn: Executive Vice President
1711 Whitney Mesa Drive
Henderson, Nevada 89014

36. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and PROVIDER agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The County and PROVIDER agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

37. NON-WAIVER. Any waiver of any breach of covenants herein contained to be kept and performed by the PROVIDER shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Board from declaring a forfeiture for any succeeding breach, either of the same conditions or covenants or otherwise.

38. SEVERABILITY. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and PROVIDER agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

39. CLAIMS FOR FEDERAL OR STATE AID: PROVIDER and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement. Any conditions imposed as a result of funding that effect the Scope of Services will be provided to each party.

40. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the PROVIDER and the Board.

[THIS SPACE INTENTIONALLY LEFT BLANK WITH SIGNATORY PAGE TO FOLLOW]

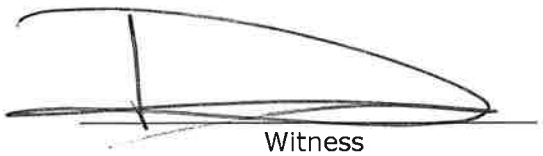
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first written above.

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By_____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor/Chairman



Witness



Witness

Guidance/Care Center, Inc., a Florida
501(c)(3) not-for-profit corporation

(Federal ID No. 59-1458324)

By 
Maureen Dunleavy, Senior Vice
President
Guidance/Care Center, Inc., a Florida
501(c)(3) not-for-profit corporation
Resolution WCGCC 2024-01

EXPENSE REIMBURSEMENT REQUIREMENTS

This document is intended to provide basic guidelines to Human Service and Community-Based Organizations, county travelers, and contractual parties who have reimbursable expenses associated with Monroe County business. These guidelines, as they relate to travel, are from the Monroe County Code of Ordinances and State laws and regulations.

A cover letter (see Attachment B) summarizing the major line items on the reimbursable expense request needs to also contain the following notarized certified statement:

"I certify that the above checks have been submitted to the vendors as noted and that the attached expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source."

Invoices should be billed to the contracting agency. Third party payments will not be considered for reimbursement. Remember, the expense should be paid prior to requesting a reimbursement.

Only current charges will be considered, no previous balances.

Reimbursement requests will be monitored in accordance with the level of detail in the contract. This document should not be considered all-inclusive. The Clerk's Finance Department reserves the right to review reimbursement requests on an individual basis. Any questions regarding these guidelines should be directed to 305-292-3534.

Data Processing, PC Time, etc.
The vendor invoice is required for reimbursement. Inter-company allocations are not considered reimbursable expenditures unless appropriate payroll journals for the charging department are attached and certified.

Payroll
A certified statement verifying the accuracy and authenticity of the payroll expense is needed. If a Payroll Journal is provided, it should include: dates, employee name, salary or hourly rate, total hours worked, withholding information and paid payroll taxes, check number and check amount. If a Payroll Journal is not provided, the following information must be provided: pay period, check amount, check number, date, payee, and support for applicable paid payroll taxes.

Postage, Overnight Deliveries, Courier, etc.
A log of all postage expenses as they relate to the County contract is required for reimbursement. For overnight or express deliveries, the vendor invoice must be included.

Rents, Leases, etc.
A copy of the rental or lease agreement is required. Deposits and advance payments are not allowable expenses.

Reproductions, Copies, etc.
A log of copy expenses as they relate to the County contract is required for reimbursement. The log must define the date, number of copies made, source document, purpose, and recipient. A reasonable fee for copy expenses will be allowable. For vendor services, the vendor invoice and a sample of the finished product are required.

Supplies, Services, etc.
For supplies or services ordered, a vendor invoice is required.

Telefax, Fax, etc.
A fax log is required. The log must define the sender, the intended recipient, the date, the number called, and the reason for sending the fax.

Telephone Expenses
A user log of pertinent information must be remitted including: the party called, the caller, the telephone number, the date, and the purpose of the call.

Travel and Meal Expenses
Travel expenses must be submitted on a State of Florida Voucher for Reimbursement of Travel Expenses. Travel reimbursement requests must be submitted and will be paid in accordance with Monroe County Code of Ordinances and State laws and regulations. Credit card statements are not acceptable documentation for reimbursement. If attending a conference or meeting, a copy of the agenda is needed. Airfare reimbursement requires the original passenger receipt portion of the airline ticket. A travel itinerary is appreciated to facilitate the audit trail. Auto rental reimbursement requires the vendor invoice. Fuel purchases should be documented with paid receipts. Taxis are not reimbursed if taken to arrive at a departure point: for example, taking a taxi from one's residence to the airport for a business trip is not reimbursable. Parking is considered a reimbursable travel expense at the destination. Airport parking during a business trip is not.

A detailed list of charges is required on the lodging invoice. Balance due must be zero. Room must be registered and paid for by traveler. The County will only reimburse the actual room and related bed tax. Room service, movies, and personal telephone calls are not allowable expenses.

Mileage reimbursement shall be at the rate established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. An odometer reading must be included on the state travel voucher for vicinity travel. Mileage is not allowed from a residence or office to a point of departure. For example, driving from one's home to the airport for a business trip is not a reimbursable expense.

Meal reimbursement shall be at the rates established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. Meal guidelines state that travel must begin prior to 6 a.m. for breakfast reimbursement, before noon and end after 2 p.m. for lunch reimbursement, and before 6 p.m. and end after 8 p.m. for dinner reimbursement.

Non-allowable Expenses
The following expenses are not allowable for reimbursement: capital outlay expenditures (unless specifically included in the contract), contributions, depreciation expenses (unless specifically included in the contract), entertainment expenses, fundraising, non-sufficient check charges, penalties and fines.

ATTACHMENT B

ORGANIZATION
LETTERHEAD

Monroe County Board of County Commissioners
Finance Department
500 Whitehead Street
Key West, FL 33040

Date

The following is a summary of the expenses for (Organization name) for the time period of___ to ___.

Check #	Payee	Reason	Amount
101	Company A	Rent	$ X,XXX.XX
102	Company B	Utilities	XXX.XX
104	Employee A	P/R ending 05/14/01	XXX.XX
105	Employee B	P/R ending 05/28/01	XXX.XX
(A)	Total		$ X,XXX.XX
(B)	Total prior payments		$ X,XXX.XX
(C)	Total requested and paid (A + B)		$ X,XXX.XX
(D)	Total contract amount		$ X,XXX.XX
	Balance of contract (D-C)		$ X,XXX.XX

I certify that the above checks have been submitted to the vendors as noted and that the expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source.

_____
Chief Executive Officer

Attachments (supporting documentation)

TO BE COMPLETED BY NOTARY *(in accordance with State notary requirements)*

State of _____

County of _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____day of _____ (month), _____ (year), by _____ (name of officer or agent, title of officer or agent) of _____ (name of entity).

_____ Personally Known

_____ Produced Identification: Type of ID and Number on ID_____

(SEAL)

_____
Signature of Notary

_____
Name of Notary *(Typed, Stamped or Printed)*
Notary Public, State of _____

ATTACHMENT C

Specific description and list of services to be provided under this contract:

Guidance/Care Center, Inc. will provide substance abuse services including psychosocial assessment, case management, individual therapy, group therapy, drug testing and vocational workshops to men and women in the Monroe County Detention Center. This program is also known as the Jail In-House Program (JIP).

ATTACHMENT D

FY2025 Annual Performance Report
(For year October 1, 2024 – September 30, 2025)

Agency Name	
Point of Contact (POC)	
Phone/Email	
Grant Amount	

Per Section 8 of your contract, it is required that you fill out the entire form and answer every question.

Narrative on the FY2025 Performance (i.e. successes, challenges, etc.):

Questions:

1. Please list services and client information below for the program/activities funded by the Monroe County award.

Services	Target Population	Number of Persons in Target Population	Total Number of Clients Served in FY2025
Total Unduplicated Clients Served			

2. What were the measurable outcomes (including numbers) accomplished in FY2025? *Please base these outcomes on the services you identified in Question #1.*

3. What number and percentage of your clients/participants were at or below the federal poverty level in FY2025; and/or 200%; and/or another standard used by your organization?

4. Were all the awarded funds used in FY2025? If not, please explain.

5. What is the number of FTEs working on the program(s) funded by the award in FY2025?

6. Were the awarded funds used as match in FY2025? If so, please list matching sources.

7. What area of Monroe County did you serve in FY2025?

8. How many total FTEs in your organization?

9. Volunteers: ____ hours of program service were contributed by _____ volunteers in FY2025.

10. What was the CEO/Executive Director (or highest paid title) compensation in FY2025? *(Please breakdown between salary and benefits.)*

11. What is your organization's fiscal year?

For the following questions, please use the number as reported on your FY2025 IRS Form 990. If your FY2025 IRS Form 990 is not yet prepared, please provide an estimate for the following questions.

12. What were your organization's total expenses in FY2025?

13. What was your organization's total revenue in FY2025?

14. What was the organization's total in grants and contracts for FY2025?

15. What was the organization's total donations and in-kind (fundraising) in FY2025?

What percentage of your expenses are program service expenses[1] versus management and general expenses[2] in FY2025 as reported on your IRS Form 990?

Email the Annual Performance Report to the Grants Coordinator for Monroe County

[1] Program service expenses are defined as expenses needed to run your programs.

[2] Management and general expenses encompass expenses such as human resources, salaries of those not working directly with programs, legal services, accounting services, insurance expenses, office management, auditing, and other centralized services.

AGREEMENT

This Agreement is made and entered into this 11th day of September 2024, between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, hereinafter referred to as "Board" or "County," and **Guidance/Care Center, Inc**., a Florida 501(c)(3) not-for-profit corporation, hereinafter referred to as "PROVIDER."

WHEREAS, the County participates in funding substance abuse and mental health (SAMH) Services within the County pursuant to Section 394.76(9)(a), Florida Statutes; and

WHEREAS, the PROVIDER is a not-for-profit corporation that provides SAMH services within Monroe County; and

WHEREAS, it is a legitimate public purpose to provide substance abuse and mental health services for individuals, now, therefore,

IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

FUNDING

1. GRANT OFFER TO THE PROVIDER. The County hereby agrees to provide local matching funds pursuant to Section 394.76(9)(a), Florida Statutes, and in accordance with the contracts between the PROVIDER and South Florida Behavioral Health Network (ME225-14-27) attached here in (Attachment D) to provide substance abuse and mental health services; such funds shall be expended for alcohol, drug abuse, or mental health service programs and including services as the Designated Receiving Facility.

2. AMOUNT OF AGREEMENT. The County shall reimburse the PROVIDER for the local match portion of the PROVIDER'S expenditures as billed by the PROVIDER, in consideration of substantially and satisfactorily performing Substance Abuse and Mental Health services for clients qualifying for such services under applicable state and federal regulations and eligibility determination procedures, for alcohol, substance abuse and mental health treatment.

This cost shall not exceed a total reimbursement of **EIGHT HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($875,000.00)** in fiscal year 2025.

3. TERM. This Agreement shall commence on **October 1, 2024, and terminate September 30, 2025**, unless earlier terminated pursuant to other provisions herein.

4. PAYMENT. Payment will be paid monthly as hereinafter set forth. The monthly financial report is due in the office of the Clerk of the Board no later than the 15th day of the following month. After the Clerk of the Board pre-audits the certified report, the Board shall reimburse the Provider for its monthly expenses. The County shall only reimburse, subject to the funded amounts below, those reimbursable expenses which are reviewed and approved as complying with Monroe County Code of Ordinances, State laws and regulations and Attachment A - Expense Reimbursement Requirements. Any funds expended in violation of this Agreement or in violation of appropriate Federal, State, and County requirements shall be refunded in full to the County. Evidence of payment by the PROVIDER shall be in the form of a letter, summarizing the expenses, with supporting documentation attached. The letter should contain a notarized certification statement. An example of a reimbursement request cover letter is included as Attachment B. The organization's final invoice must be received within thirty days after the termination date of this contract shown in Article 3 above. However, the total of said monthly payments in the aggregate sum shall not exceed the total amount shown in Article 2, above, during the term of this agreement.

Baker Act and SAMH Billing Summary Forms, certified monthly financial and service load reports will be made available to the Board to validate the delivery of services under this contract. To preserve

client confidentiality required by law, copies of individual client bills and records shall not be available to the Board for reimbursement purposes but shall be made available only under controlled conditions to qualified auditors for audit purposes.

5. AVAILABILITY OF FUNDS. The County reserves the right to withhold/reduce the funds to the Provider in the event that the Department of Children and Families eliminates/reduces the State contract funding provided for Services as set forth in the Prime Contract with the South Florida Behavior Health Network.

If funds cannot be obtained or cannot be continued at a level sufficient to allow for continued reimbursement of expenditures for services specified herein, this agreement may be terminated immediately at the option of the Board by written notice of termination delivered to the PROVIDER. The Board shall not be obligated to pay for any services or goods provided by the PROVIDER after the PROVIDER has received written notice of termination, unless otherwise required by law.

6. PURCHASE OF PROPERTY. All property, whether real or personal, purchased with funds provided under this agreement, shall become the property of Monroe County, and shall be accounted for pursuant to statutory requirements. Funding under this agreement shall not be used to purchase capital assets.

RECORDKEEPING

7. RECORDS AND RIGHT TO AUDIT. PROVIDER shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of ten (10) years from the termination of this agreement. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for ten (10) years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to PROVIDER pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the PROVIDER, the PROVIDER shall repay the monies together with interest calculated pursuant to Sec. 55.03, Florida Statutes, running from the date the monies were paid by the COUNTY.

Right to Audit. *Availability of Records*. The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and if applicable trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by County or the Monroe County Office of the Clerk of Court and Comptroller (hereinafter referred to as "County Clerk") to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in County's or the County Clerk's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by County's representative and/or agents or the County Clerk. County or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors' representatives. All records shall be kept for ten (10) years after Final Completion of the Project. The County Clerk possesses the independent authority to conduct an audit of Records, assets, and activities relating to this Project. If any auditor employed by the Monroe County or County Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with

interest calculated pursuant to Section 55.03, F.S., running form the date, the monies were paid to Contractor. The *right to audit* provisions survives the termination of expiration of this Agreement.

In addition, if PROVIDER is required to provide an audit as set forth in in Section 9(e) below, the audit shall be prepared by an independent certified public accountant (CPA) with a current license, in good standing with the Florida State Board of Accountancy.

8. PUBLIC ACCESS. The County and PROVIDER shall allow and permit reasonable access to, and inspection of, all documents, papers, letters, or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and PROVIDER in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by PROVIDER. This provision shall survive any termination or expiration of the contract. The PROVIDER is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision. Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the PROVIDER is required to:

1) Keep and maintain public records that would be required by the County to perform the service.
2) Upon receipt from the County's custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the PROVIDER does not transfer the records to the County.
4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the PROVIDER or keep and maintain public records that would be required by the County to perform the service. If the PROVIDER transfers all public records to the County 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 County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.
5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the PROVIDER of the request, and the PROVIDER must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the PROVIDER does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the PROVIDER. A PROVIDER who fails to provide the public records to the County within a reasonable time may be subject to penalties under section119.10, Florida Statutes.

The PROVIDER shall not transfer custody, release, alter, destroy, or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN

BRADLEY AT PHONE# 305-292-3470 BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE 1111 12TH Street, SUITE 408, KEY WEST, FL 33040.

9. COMPLIANCE WITH COUNTY GUIDELINES. The PROVIDER must furnish to the County the following (items A-L must be provided prior to the payment of any invoices):

(a) IRS Letter of Determination and GUIDESTAR printout indicating current 501(c)(3) status;
(b) Proof of registration with the Florida Department of Agriculture, as required by Florida Statute 496.405, and the Florida Department of State, as require by Florida Statute 617.01201, or proof of exemption from registration as per Florida Statute 496.406.
(c) List of the Organization's Board of Directors of which there must be at least 5 and for each board member please indicate when elected to serve and the length of term of service;
(d) Evidence of annual election of Officers and Directors/Directors At-Large or bi-annual election of Officers and Directors/Directors At-Large as applicable;
(e) Unqualified audited financial statements from the most recent fiscal year for all organizations that expend $150,000 a year or more; if qualified, include a statement of deficiencies with corrective actions recommended/taken; audit shall be prepared by an independent certified public accountant (CPA) with a current license, in good standing with the Florida State Board of Accountancy. If the PROVIDER receives $100,000 or more in grant funding from the County:
    a. The CPA that prepares the audit must also be a member of the American Institute of Certified Public Accountants (AICPA);
    b. The CPA must maintain malpractice insurance covering the audit services provided and
    c. The County shall be considered an "intended recipient" of said audit.
(f) Copy of a filed IRS Form 990 from most recent fiscal year with all attached schedules;
(g) Organization's Corporate Bylaws, which must include the organization's mission, board and membership composition, and process for election of officers;
(h) Organization's Policies and Procedures Manual which must include hiring policies for all staff, drug and alcohol-free workplace provisions, and equal employment opportunity provisions;
(i) Specific description or list of services to be provided under this contract with this grant (see Attachment C, per contract ME225-14-27);
(j) All legally required licenses;
(k) Any updates/amendments throughout the fiscal year to the South Florida Behavioral Network contract with Guidance/Care Center (ME225-14-27);
(l) Annual Performance Report describing services rendered during the most recently completed grant period (to be furnished within 30 days after the contract end date.) The performance report shall include statistical information regarding the types and frequencies of services provided, a profile of clients (including residency) and numbers served, and outcomes achieved;
(m) Cooperation with County monitoring visits that the County may request during the contract year; and
(n) Other reasonable reports and information related to compliance with applicable laws, contract provisions and the scope of services that the County may request during the contract year.

COUNTY FORMS

By signing this Agreement, GRANTEE has sworn or affirmed to the following requirements as set forth in the Ethics Statement and non-collusion affidavit, as set forth in more detail in this Agreement.

10. ETHICS CLAUSE. By signing this Agreement, the GRANTEE warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from

the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

11. NON-COLLUSION AFFIDAVIT. GRANTEE by signing this Agreement, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the firm of GRANTEE, the bidder making the Proposal for the project described in the Scope of Work and that I executed the said proposal with full authority to do so; the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition; the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

12. AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES. Grantee under penalty of perjury attests that Grantee does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Grantee, I certify under penalties of perjury that Grantee does not use coercion for labor or services in accordance with Section 787.06. Additionally, Grantee has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

13. AUDIT. The Provider shall provide the County with an annual audit pursuant to Section 394.76(10), Florida Statutes, which separately reflects the funds received from the County and related expenditures of said funds during the 2024-2025 fiscal year. Provider audits shall be performed at no cost to the County and shall be provided to the County no later than January 1, 2025.

RESPONSIBILITIES

14. SCOPE OF SERVICES. The PROVIDER, for the consideration named, covenants, and agrees with the Board to substantially and satisfactorily perform and provide the services outlined in Attachment C to residents of Monroe County, Florida.

15. ATTORNEY'S FEES AND COSTS. The County and PROVIDER agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable

attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

16. BINDING EFFECT. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and PROVIDER and their respective legal representatives, successors, and assigns.

17. CODE OF ETHICS. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment, or contractual relationship; and disclosure or use of certain information.

18. NO SOLICITATION/PAYMENT. The County and PROVIDER warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the PROVIDER agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

19. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the PROVIDER is an independent contractor and not an employee of the Board. No statement contained in this agreement shall be construed so as to find the PROVIDER or any of its employees, contractors, servants or agents to be employees of the Board.

COMPLIANCE ISSUES

20. COMPLIANCE WITH LAW. In providing all services pursuant to this agreement, the PROVIDER shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules, and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the PROVIDER.

21. PROFESSIONAL RESPONSIBILITY AND LICENSING. The PROVIDER shall assure that all professionals have current and appropriate professional licenses and professional liability insurance coverage. Funding by the Board is contingent upon retention of appropriate local, state and/or federal certification and/or licensure of the PROVIDER'S program and staff.

22. NON-DISCRIMINATION. The COUNTY and PROVIDER agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The COUNTY and PROVIDER agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibits discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as

amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 12101), as amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

AMENDMENTS, CHANGES, AND DISPUTES

23. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the services and/or reimbursement of services shall be accomplished by an amendment, which must be approved in writing by both parties hereto.

24. ADJUDICATION OF DISPUTES OR DISAGREEMENTS. County and PROVIDER agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. The PROVIDER and County staff shall try to resolve the claim or dispute with meet and confer sessions to be commenced within 30 days of the dispute or claim. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this agreement or by Florida law. Any claims or dispute that the parties cannot resolve shall be decided by the Circuit Court, 16th Judicial Circuit, Monroe County, Florida.

25. COOPERATION. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and PROVIDER agree to participate, to the extent reasonably required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and PROVIDER specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

ASSURANCES

26. COVENANT OF NO INTEREST. County and PROVIDER covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

27. NO ASSIGNMENT. The PROVIDER shall not assign this agreement except in writing and with the prior written approval of the Board, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This agreement shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions herein. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the Board in addition to the total agreed upon reimbursement amount for the services of the PROVIDER.

28. NON-WAIVER OF IMMUNITY. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the PROVIDER in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability

coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

29. ATTESTATIONS. PROVIDER agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

30. AUTHORITY. Each party represents and warrants to the other that the execution, delivery, and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

INDEMNITY ISSUES

31. INDEMNIFICATION AND HOLD HARMLESS. The PROVIDER covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims and causes of action for medical malpractice, medical negligence, bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the PROVIDER occasioned by the negligence, errors, or other wrongful act or omission of the PROVIDER'S employees, agents, or volunteers.

32. PRIVILEGES AND IMMUNITIES. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

33. NO PERSONAL LIABILITY. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

34. LEGAL OBLIGATIONS AND RESPONSIBILITIES: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

35. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the PROVIDER agree that neither the County nor the PROVIDER or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

GENERAL

36. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall

constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

37. NOTICE. Any notice required or permitted under this agreement shall be in writing and hand-delivered or mailed, postage pre-paid, by certified mail, return receipt requested, to the other party as follows:

For Board:

Grants Administrator	and	Monroe County Attorney
1100 Simonton Street		PO Box 1026
Key West, FL 33040		Key West, FL 33041

For PROVIDER
Craig Knierim, Deputy COO
Guidance/Care Center
1205 Fourth Street
Key West, FL 33040

Copies of all default notices, notices of breach, termination, legal claim, or indemnity copied to:

WestCare Foundation, Inc.
Attn: Executive Vice President
1711 Whitney Mesa Drive
Henderson, Nevada 89014

38. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and PROVIDER agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The County and PROVIDER agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

39. NON-WAIVER. Any waiver of any breach of covenants herein contained to be kept and performed by the PROVIDER shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Board from declaring a forfeiture for any succeeding breach, either of the same conditions or covenants or otherwise.

40. SEVERABILITY. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and PROVIDER agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

41. CLAIMS FOR FEDERAL OR STATE AID: PROVIDER and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement. Any conditions imposed as a result of funding that effect the Scope of Services will be provided to each party.

42. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the PROVIDER and the Board.

[THIS SPACE INTENTIONALLY LEFT BLANK WITH SIGNATORY PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first written above.

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By_____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By_____
Mayor/Chairman



Witness



Witness

Guidance/Care Center, Inc., a Florida
501(c)(3) not-for-profit corporation

(Federal ID No. 59-1458324)

By 

Maureen Dunleavy, Senior Vice President
Guidance/Care Center, Inc., a Florida
501(c)(3) not-for-profit corporation
Resolution WCGCC 2024-01

EXPENSE REIMBURSEMENT REQUIREMENTS

This document is intended to provide basic guidelines to Human Service and Community-Based Organizations, county travelers, and contractual parties who have reimbursable expenses associated with Monroe County business. These guidelines, as they relate to travel, are from the Monroe County Code of Ordinances and State laws and regulations.

A cover letter (see Attachment B) summarizing the major line items on the reimbursable expense request needs to also contain the following notarized certified statement:

"I certify that the above checks have been submitted to the vendors as noted and that the attached expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source."

Invoices should be billed to the contracting agency. Third party payments will not be considered for reimbursement. Remember, the expense should be paid prior to requesting a reimbursement.

Only current charges will be considered, no previous balances.

Reimbursement requests will be monitored in accordance with the level of detail in the contract. This document should not be considered all-inclusive. The Clerk's Finance Department reserves the right to review reimbursement requests on an individual basis. Any questions regarding these guidelines should be directed to 305-292-3534.

Data Processing, PC Time, etc.

The vendor invoice is required for reimbursement. Inter-company allocations are not considered reimbursable expenditures unless appropriate payroll journals for the charging department are attached and certified.

Payroll

A certified statement verifying the accuracy and authenticity of the payroll expense is needed. If a Payroll Journal is provided, it should include: dates, employee name, salary or hourly rate, total hours worked, withholding information and paid payroll taxes, check number and check amount. If a Payroll Journal is not provided, the following information must be provided: pay period, check amount, check number, date, payee, and support for applicable paid payroll taxes.

Postage, Overnight Deliveries, Courier, etc.

A log of all postage expenses as they relate to the County contract is required for reimbursement. For overnight or express deliveries, the vendor invoice must be included.

Rents, Leases, etc.

A copy of the rental or lease agreement is required. Deposits and advance payments are not allowable expenses.

Reproductions, Copies, etc.

A log of copy expenses as they relate to the County contract is required for reimbursement. The log must define the date, number of copies made, source document, purpose, and recipient. A reasonable fee for copy expenses will be allowable. For vendor services, the vendor invoice and a sample of the finished product are required.

Supplies, Services, etc.

For supplies or services ordered, a vendor invoice is required.

Telefax, Fax, etc.
A fax log is required. The log must define the sender, the intended recipient, the date, the number called, and the reason for sending the fax.

Telephone Expenses
A user log of pertinent information must be remitted including: the party called, the caller, the telephone number, the date, and the purpose of the call.

Travel and Meal Expenses
Travel expenses must be submitted on a State of Florida Voucher for Reimbursement of Travel Expenses. Travel reimbursement requests must be submitted and will be paid in accordance with Monroe County Code of Ordinances and State laws and regulations. Credit card statements are not acceptable documentation for reimbursement. If attending a conference or meeting, a copy of the agenda is needed. Airfare reimbursement requires the original passenger receipt portion of the airline ticket. A travel itinerary is appreciated to facilitate the audit trail. Auto rental reimbursement requires the vendor invoice. Fuel purchases should be documented with paid receipts. Taxis are not reimbursed if taken to arrive at a departure point: for example, taking a taxi from one's residence to the airport for a business trip is not reimbursable. Parking is considered a reimbursable travel expense at the destination. Airport parking during a business trip is not.

A detailed list of charges is required on the lodging invoice. Balance due must be zero. Room must be registered and paid for by traveler. The County will only reimburse the actual room and related bed tax. Room service, movies, and personal telephone calls are not allowable expenses.

Mileage reimbursement shall be at the rate established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. An odometer reading must be included on the state travel voucher for vicinity travel. Mileage is not allowed from a residence or office to a point of departure. For example, driving from one's home to the airport for a business trip is not a reimbursable expense.

Meal reimbursement shall be at the rates established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. Meal guidelines state that travel must begin prior to 6 a.m. for breakfast reimbursement, before noon and end after 2 p.m. for lunch reimbursement, and before 6 p.m. and end after 8 p.m. for dinner reimbursement.

Non-allowable Expenses
The following expenses are not allowable for reimbursement: capital outlay expenditures (unless specifically included in the contract), contributions, depreciation expenses (unless specifically included in the contract), entertainment expenses, fundraising, non-sufficient check charges, penalties, and fines.

ATTACHMENT B

ORGANIZATION
LETTERHEAD

Monroe County Board of County Commissioners
Finance Department
500 Whitehead Street
Key West, FL 33040

Date

The following is a summary of the expenses for (Organization name) for the time period of___ to ____.

Check #	Payee	Reason	Amount
101	Company A	Rent	$ X,XXX.XX
102	Company B	Utilities	XXX.XX
104	Employee A	P/R ending 05/14/01	XXX.XX
105	Employee B	P/R ending 05/28/01	XXX.XX
(A)	Total		$ X,XXX.XX
(B)	Total prior payments		$ X,XXX.XX
(C)	Total requested and paid (A + B)		$ X,XXX.XX
(D)	Total contract amount		$ X,XXX.XX
	Balance of contract (D-C)		$ X,XXX.XX

I certify that the above checks have been submitted to the vendors as noted and that the expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source.

_____
Chief Executive Officer

Attachments (supporting documentation)

TO BE COMPLETED BY NOTARY *(in accordance with State notary requirements)*

State of _____

County of _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____day of _____ (month), _____ (year), by _____ (name of officer or agent, title of officer or agent) of _____ (name of entity).

_____ Personally Known

_____ Produced Identification: Type of ID and Number on ID_____

(SEAL)

_____
Signature of Notary

_____
Name of Notary *(Typed, Stamped or Printed)*

Notary Public, State of _____

ATTACHMENT C

Specific description and list of services to be provided under this contract:

Local match portion of State-Funded Substance Abuse Mental Health (SAMH) and Designated Centralized Receiving Facility services, inclusive of Baker Act services, per Florida Statutes, and contracts between Guidance/Care Center and the South Florida Behavioral Health Network (ME225-14-27).

ATTACHMENT D

Contractual Agreement

ME225-14-27 - Guidance/Care Center and South Florida Behavioral Health Network, Inc. d/b/a Thriving Mind South Florida

THRIVING MIND
SOUTH FLORIDA™
Contracting as South Florida Behavioral Health Network, Inc.

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

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

STANDARD CONTRACT

THIS CONTRACT 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 **Guidance/Care Center, Inc.**, hereinafter referred to as the "Network Provider".

1. Contract Document
The Network Provider shall provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, and documents incorporated by reference which constitute the contract 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 Contract, 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 Contract. 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 Contract, the provisions, terms and conditions of this Contract will prevail. In the event of a conflict between the provisions of the documents of this Contract, the documents shall be interpreted in the order of precedence listed in Section 55. of this Standard Contract.

3. Effective and Ending Dates
This contract 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:

Guidance/Care Center, Inc.
3000 41st Street, Ocean
Marathon, FL 33050

b. The name, address, and telephone of the Contract Manager for the ME for this contract is:

Elba Taveras
South Florida Behavioral Health Network, Inc. d.b.a. Thriving Mind South Florida
7205 Corporate Center Drive, Suite 200
Miami, FL 33126
Tel. (786) 507-7462
E-Mail: Etaveras@thrivingmind.org

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

Kristen Chaffee, Regional Controller
100 2nd Avenue South #901
St. Petersburg, FL 30100
Office number: 727-490-6767 x 30111
Mobile number: 727-465-6083
Fax number: 727-825-0573
E-Mail: kristen.chaffee@westcare.com

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:

Maureen Dunleavy, Senior Vice President
WestCare / Guidance/Care Center, Inc.
1205 Fourth Street
Key West, FL 33040-3707
Email: maureen.dunleavy@westcare.com
Office: (305) 434-7660 ext. 31221
Cell: (305) 896-5964

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 contract.

5. Contract Amount

The ME shall pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **$10,335,852.00**, subject to the availability of funds and satisfactory performance of all terms by the Network Provider. Of the total Contract amount, the ME will be required to pay **$8,613,210.00,** subject to the delivery and billing for services. The remaining amount of **$1,722,642.00,** represents "Uncompensated Units Reimbursement Funds", which the ME, at its sole discretion and subject to the availability of funds, may pay to the Network Provider, in whole or in part, or not at all, for Exemplary Performance by the Network Provider. Exemplary Performance will be determined by the Network Provider delivering and billing for services in excess of those units of service the ME will be required to pay. Should the Network Provider receive any funding from the "Uncompensated Units Reimbursement Funds", then the amount of Local Match as it appears on **Exhibit B, Method of Payment** and in **Exhibit H, Funding Detail**, will automatically change, utilizing the formula prescribed in the Method of Payment section of this contract. The ME's obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature and the Contract between the ME and the Department. Any costs or services eligible to be paid for under any other contract or from any other source are not eligible for payment under this Contract.

6. Contract Payment

a. The Network Provider shall request payment monthly through submission of a properly completed invoice, per the requirements of this Contract, within eight (8) calendar days following the end of the month for which payment is being requested.

b. If no services are due to be invoiced from the preceding month, the network provider shall submit a written document to the ME indicating this information within eight (8) calendar days following the end of the month. 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 Contract 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 contract compliance.

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 contract requirements 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 Contract 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 Contract.

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 Contract or perform the minimum level of service required by this Contract, 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 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 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 Contract.

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 Contract, 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 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 ME's application of any other remedy available to it under law or this Contract.

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 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.

(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 contract 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 Contract for cause according to other provisions herein.

b. In the event funds for payment pursuant to this Contract become unavailable, the ME may terminate this Contract 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 contract, 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 contract, the ME may terminate the Contract 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 Contract shall not be deemed a waiver of such performance. The ME'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 ME's right to remedies at law or in equity.

d. Failure to have performed any contractual obligations 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 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 terminated by the ME for cause. Termination shall be upon no less than twenty-four (24) hour notice in writing.

e. If this Contract is for an amount of $1 Million or more, the ME may terminate this Contract 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 Contract, the ME may terminate this Contract 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 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 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 Contract. 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 Contract 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 contract 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 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 Network Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the ME may unilaterally terminate this Contract.

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 contract term and following completion of the contract if the Network Provider does not transfer the records to the ME or the Department.

(iv) Upon completion of the contract, 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 the service. If the Provider transfers all public records to the ME or the Department upon completion of the contract, 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 contract, 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 CONTRACT, 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 Contract. 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 Contract 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 Contract shall be maintained by the Network Provider during the term of this Contract and retained for a period of seven (7) 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 seven (7) 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 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 contracts 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 contract 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 Contract, 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 Contract. 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 Contract. Failure to implement corrective action plans to the satisfaction of the ME, after receiving due notice, shall be grounds for contract termination.

17. Federal Law

If this Contract 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 Contract 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 Contract 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 Contract 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 Contract contains Federal funding in excess of $100,000, the Network Provider must, prior to contract execution, 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 Contract.

e. If this Contract 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 Contract, 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 subcontractors incidental to performance under this Contract.

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.

The Network Provider shall not use or disclose any information concerning a recipient of services under this Contract 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 Contract.

20. Individual served Risk Prevention

a. If services to individuals served are to be provided under this Contract, 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 in the manner prescribed in CFOP 215-6. 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 Contract 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 Contract, 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 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 Contract 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 Contract include the physical care or supervision of individuals served, the Network 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 individuals served in substitute care, supplies, and a recovery plan that will allow the Network 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 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 Contract and any renewal(s) and extension(s) thereof and in accordance with the requirements in Attachment I. By execution of this Contract, 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 Contract. The limits of coverage under each policy maintained by the Network Provider do not limit the Network Provider's liability and obligations under this Contract. Upon the execution of this Contract, 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 Contract. 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 Contract, the Network Provider by signing this Contract 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, 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 Contract (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 contract 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 contract 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 Contract, 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 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.

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 Contract. 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 Contract 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 Contract 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 Contract 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 Contract, adhere to all of the requirements of the ME's Prime Contract with the Department and all the requirements of this Contract. 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, the Network Provider is responsible for all work performed and for all commodities produced pursuant to this Contract 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 contract 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 contract 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 contract. This Contract 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 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 contract 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.

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 Contract, 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 Contract 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 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 Contract 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 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, 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 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 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 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 the purposes of this provision, the term "use" shall include use by the Network Provider during the term of this contract and use by the ME, agents, or contractors and the Department during the term of this contract 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 Contract 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 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 Contract. 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 Contract.

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 the 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 Contract.

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 Contract or that may impact the Network Provider's ability to deliver the contractual 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 Contract 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 Contract. Employees assigned to the contract means all persons employed or assigned (including subcontractors) by the Network Provider or a subcontractor during the contract term 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 Contract 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 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 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 Contract, in accordance with the provisions of sections 403.7065, F.S.

48. Renegotiations or 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 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 contract, 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 contract, 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 contract, 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 contract shall be in writing and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the Network Provider responsible for administration of the program, to the designated address contained in this contract.

51. Final Invoice
The final invoice for payment shall be submitted to the ME no more than twenty (20) days, per the requirements stipulated in the Method of Payment section of this Contract, after the contract ends or is terminated. 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 due under the terms of this contract 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 Contract. The Network Provider's performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of this Contract are consideration for such performance.

53. 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 Miami-Dade County, Florida.

54. Electronic Signature. This Contract may be executed by electronic signature as follows:
- **a.** a fax copy of this Contract 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 Contract 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 contract and it attachments, **I, II, III, IV & V** 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 contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. 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. 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 **V**, 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;
d. Any documents incorporated into this Contract by reference

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

Signature Page Follows

THRIVING MIND
SOUTH FLORIDA™
Contracting as South Florida Behavioral Health Network, Inc.

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

NETWORK PROVIDER: Guidance/Care Center, Inc.

SIGNED
BY: _____

NAME: Maureen Dunleavy, Regional Senior VP

TITLE: Regional Senior Vice President

DATE: 6.28.24

SOUTH FLORIDA BEHAVIORAL HEALTH NETWORK, INC.

SIGNED
BY: _____

NAME: John W. Newcomer, M.D.

TITLE: President and CEO

DATE: _____

Federal Tax ID# (or SSN) **59-1458324**
Resolution WCGCC 2024-01

Network Provider Fiscal Year Ending Date **6/30**

ATTACHMENT I

A. Services to be Provided

1. Program/Service Specific Terms

(1) "Behavioral Health Services" are mental health services and substance abuse prevention and treatment services as defined by s. 394.9082(2)(a), F.S., and in Chapter 397. F.S.

(2) "Block Grants": The Community Mental Health Block Grant (CMHBG), pursuant to 42 U.S.C. s. 300x, et. seq., and the Substance Abuse Prevention and Treatment Block Grant (SAPTBG), pursuant to 42 U.S.C. s. 300x-21, et. seq.

(3) "Care Coordination" means the implementation of deliberate and planned organizational relationships and service procedures that improve the effectiveness and efficiency of the behavioral health system by engaging in purposeful interactions with individuals who are not yet effectively connected with services to ensure service linkage. Examples of care coordination activities include development of referral agreements, shared protocols, and information exchange procedures. The purpose of care coordination is to enhance the delivery of treatment services and recovery supports and to improve outcomes among priority populations.

(4) "Carisk Behavioral Health, Inc. (CARISK)" is the ME's data system which Network Providers that do not have their own data system are required to use to collect and report data and performance outcomes on individual served whose services are paid for, in part or in whole, by the ME's contract, Medicaid, local match, Temporary Assistance for Needy Families (TANF), Purchase of Therapeutic Services (PTS) and Title 21. Carisk, or other system designated by the ME, must be utilized to upload individual served-related data as required by this contract.

(5) "Child Welfare Integration and Support Team" (CWIST) Child Welfare Integration and Support Team (CWIST) assists families under the investigation of Department of Children and Families. The CWIST responds to the needs of families in Miami-Dade County while promoting the integration of behavioral health services, substance abuse services, and child welfare systems. The CWIST consists of a clinician and family navigator that will respond to requests by the Florida Department of Children and Families to assist in case consultation and care coordination for families under investigation. The CWIST approach is to facilitate the assessment of the family and determine needed interventions by providing immediate consultation through teamwork with Subject Matter Experts, individuals from specific professional disciplines, Florida Department of Children and Families, and other involved stakeholders.

(6) "Citrus Family Care Network" is the Southern Region's (Circuit 11 & 16) Lead Agency for Community Based Care provider under contract with the State of Florida Department of Children and Families for the child protection and child welfare system.

(7) "Collaborative Planning Group Systems, Inc." is the entity contracted with the Department of Children and Families that maintains the database called Performance Based Prevention System (PBPS) that Network Providers contracted to provide substance abuse prevention services must utilize to upload substance abuse prevention data required by this contract.

(8) "Continuous Quality Improvement" is an ongoing, systematic process of internal and external improvements in service provision and administrative functions, taking into account both in process and end of process indicators, in order to meet the valid requirements of Individuals Served.

(9) "Contract Manager" is the ME employee who is responsible for enforcing the compliance with administrative and programmatic terms and conditions of a contract. The Contract Manager is the primary point of contact through which all contracting information flows between the ME and the Network Provider. All actions related to the contract must be initiated by or coordinated with the Contract Manager.

(10) "Co-occurring Disorder" is any combination of mental health and substance use in any individual, whether or not they have been already diagnosed.

(11) "Co-occurring Disorder Service Capability" is the ability of any program to organize every aspect of its program infrastructure (policies, procedures, practices, documentation, and staff competencies), within its existing resources, to provide appropriately matched, integrated services to the individuals and families with co-occurring disorders that are routinely presenting for care in that program. Should services not be available at the Network Provider then then the individual served must be linked to an agency with the capability to meet the individual served needs.

(12) "Coordinated System of Care", as described in section 394.4573, F.S.is the full array of behavioral and related services in a region or community offered by all service providers, whether participating under contract with a Managing Entity or by another method of community partnership or mutual agreement.

(13) "Cost Analysis" is the review of the proposed cost elements to determine if they are necessary, allowable, appropriate and reasonable.

(14) "Cultural and Linguistic Competence" is a set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professional that enable effective work in cross-cultural situations that provides services that are respectful and/or responsive to cultural and linguistic needs.

(15) "Department" means the State of Florida Department of Children and Families.

(16) "Electronic Health Record (EHR)" is defined in s. 408.051(2)(a), F.S.

(17) "Evidenced-Based Practices (EBP) are programs, practices or strategies that are supported by research. EBP's are programs that have demonstrated effectiveness with established

generalizability (replicated in different settings and with different populations over time) through research. The Department has established two options. For a list of approved registries used to identify, evaluate, and select EBP programs and strategies, refer to the Department's Guidance Document 1, Evidence Based Guidelines available at the following link:

Managing Entities | Florida DCF (myflfamilies.com)

Note: Click on FY24-25 ME Templates and click on Guidance Document 1, Evidence Based Guidelines

(18) "FASAMS DCF Pamphlet 155-2" is the Florida Department of Children & Families, Pamphlet 155-2 - Mental Health and Substance Abuse Measurement and Data means a document promulgated by the Department that contains required data-reporting elements for substance use and mental health services, and which can be found at: https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities

(19) "Financial and Services Accountability Management System (FASAMS)" is the Department's information management and fiscal accounting system for providers of community substance use and mental health services.

(20) "Forensic Mental Health Services" are services provided to individuals with mental illness pursuant to Chapter 916, Florida Statutes.

(21) "HIPAA" is the acronym for Health Insurance Portability and Accountability Act and must mean the Privacy, Security, Breach Notification, and Enforcement Rules at 42 U.S.C. §1320d, and 45 C.F.R. Parts 160, 162, and 164.

(22) "Individual(s) Served" (synonymous with Client, Consumer, Participant) is an individual who receives substance use or mental health services, the cost of which is paid, either in part or whole, by Department appropriated funds or local match (matching).

(23) "Lead Agency for Community-Based Care (CBC)" is an agency under contract with the Florida Department of Children and Families that provides care for children in the child protection and child welfare system.

(24) "Local Match" means funds received from governing bodies of local government, including city commissions, county commissions, district school boards, special tax districts, private hospital funds, private gifts both individual and corporate, and bequests and funds received from community drives or any other sources.

See § 394.67, F.S. F.S. and 65E-14.005, F.A.C.

(25) "Managing Entity (ME)" as defined in section 394.9082(2)(e), F.S., is a corporation selected by and under contract with the Department to manage the daily operational delivery of

behavioral health services through a coordinated system of care.

(26) "Mental Health Services" is defined pursuant to Chapter 394.67 (15), F.S.

(27) "Motivational Support Program" are services provided in Monroe County designed to reduce the incidence of child abuse and neglect resulting from parents' or caregivers' behavioral health and to improve outcomes for families in the child welfare system and/or community-based care.

(28) "Network Provider" is an entity that contracts with the ME and receives funding to provide services to eligible individuals; in this contract the Network Provider is synonymous with network service providers, provider or subcontractor.

(29) "Outcome for Individual Service Recipient" is a measure of the quantified result, impact, or benefit of services on the individual service recipient.

(30) "PBPS" is the Department's Performance Based Prevention System that collects data related to community assessments and plans and substance use prevention programs and activities.

(31) "Performance Measures" are quantitative indicators, outcomes and outputs that are used by the Department to objectively measure performance and are used by the ME and Network Providers to improve services.

(32) "Prevention" refers to the proactive approach to preclude, forestall, or impede the development of substance use or mental health related problems. These strategies focus on increasing public awareness and education, community-based processes, and incorporating evidence-based practices. Additional guidance regarding prevention services can be found in the Department's Guidance Document 10, Prevention Services and is available at the following link:

Managing Entities | Florida DCF (myflfamilies.com)

Note: Click on FY24-25 ME Templates and click on Guidance Document 10, Prevention Services

(33) "Prime Contract" is the contract between the Department of Children and Families and the ME.

(34) "Program Descriptions" are the documents the Network Provider prepares and submits to the ME for approval prior to the start of the contract period, which provide detailed description of the services to be provided under the contract pursuant to Rule 65E-14, F.A.C. It includes but is not limited to the Network Provider's organizational profile, the service activity description, a detailed description of each program and covered service funded in the contract, the geographic service area, service capacity, staffing information, and target population to be served.

(35) "Projects for Assistance in Transition from Homelessness (PATH)" is a federal grant to support homeless individuals with mental illnesses, who may also have co-occurring substance use and mental health treatment needs.

(36) "Protected Health Information" (PHI) relates to any information whether oral or recorded in any form or medium that is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

(37) "Provider Network" (subcontractor or Network Provider) refers to the group of direct service providers, facilities, and organizations under contract with a ME to provide a comprehensive array of emergency, acute care, residential, outpatient, recovery support, and support services including prevention services and any other services purchased by this contract. See section 394.9082, F.S.

(38) "Quality Assurance" is a process that measures performance in achieving pre-determined standards, validates internal practice, and uses sound principles of evaluation to ensure that data are collected accurately, analyzed appropriately, reported correctly and acted upon in a timely manner. The process may employ peer review, and outcomes assessment to assess quality of care.

(39) "Quality Improvement/Continuous Quality Improvement" is a management technique to assess and improve internal operations and network services. It focuses on organizational systems rather than individual performance and seeks to continuously improve quality. The process involves setting goals implementing systematic changes, measuring outcomes, and making subsequent appropriate improvements. Quality improvement activities will assess compliance with contract requirements, state and Federal law and associated administrative rules, regulations, and operating procedures and validate quality improvement systems and findings.

(40) "Representative Payee" refers to an entity/individual that is legally authorized to receive Supplemental Security Income, Social Security Income, Veterans Administration benefits, or other federal benefits on behalf of an individual who is unable to manage or direct the management of his or her benefits.

(41) "SAMH" stands for the Substance Abuse and Mental Health Programs within the Department.

(42) "Seclusion and Restraint Data System" referred to as SANDR in the Florida Department of Children and Families Pamphlet 155-2, is the Department of Children and Families' web-based data system used to collect and report the frequency and types of seclusion and restraint events that involve persons served in state-contracted and non-state contracted community substance use and mental health programs, and state mental health treatment

facilities. All facilities, as defined in section 394.455(10), F.S., are required to report each seclusion and restraint event to the Department of Children and Families in accordance with but not limited to Rule 65E-5.180, F.A.C.

(43) "SOAR" stands for Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach, Access and Recovery and is a Substance Abuse and Mental Health Services Administration (SAMHSA) technical assistance initiative designed to help individuals increase earlier access to SSI and SSDI through improved approval rates on initial Social Security applications by providing training, technical assistance, and strategic planning to Network Providers.

(44) "Stakeholder(s)" are individuals/groups with an interest in the provision of treatment services for substance use, mental health services, co-occurring disorders and prevention services in the county(ies) outlined in Section A.2.c.(2), of this Contract.

(45) "Statewide Inpatient Psychiatric Programs (SIPP)"" are residential inpatient facilities under contract with the Agency for Health Care Administration (AHCA) under the Medicaid Institutes for Mental Disease (IMD) 1915B waiver for children under age 18 to provide diagnostic and active treatment services in a secure setting.

(46) "Substance abuse" as defined in Chapter 397, F.S., means the misuse or abuse of, or dependence on alcohol, illicit drugs, or prescription medications. As an individual progresses along this continuum of misuse, abuse, and dependence, there is an increased need for substance abuse intervention and treatment to help abate the problem.

(47) "Substance Abuse and Mental Health Information System (SAMHIS)" is the Department's web-based data system for reporting data such as but not limited to, Demographic, Temporary Assistance to Needing Families data, Seclusion and Restraint data and Incident reports by the Managing Entity and all Network Service Providers in accordance with this contract.

(48) TANF Participant" is a person or family member of that person defined in 45 C.F.R. Part 260.30 and section 414.1585 and subsection 414.0252(9), F.S.

(49) "Temporary Assistance to Needy Families (TANF)" as defined by 42 U.S.C. ss. 601, et. seq., and ch. 414, F.S., is a federal block grant component which provides funding to states to help move recipients into work. In the context of the Department, Office of Substance Abuse and Mental Health (SAMH), TANF is a funding stream for providing substance use disorder services or mental health services to families receiving TANF cash assistance benefits.

(50) "Third Party Payer" means commercial insurers such as workers' compensation, TRICARE, Medicare, Health Maintenance Organizations, Managed Care Organizations, or other payers liable, to the extent that they are required by contract or law, to participate in the cost of providing services to a specific individual.

(51) "Warm Hand-off" as defined by the U.S. Department of Health and Human Services is a transfer of care between two members of the health care team, where the handoff occurs in front of the patient and family. This transparent handoff of care allows patients and families to hear what is said and engages patients and families in communication, giving them the opportunity to clarify or correct information or ask questions about their care. Warm handoffs engage the patient through structured communication and improve safety by helping prevent communication breakdowns.

2. General Description

a. General Statement

The services provided under this contract are community-based behavioral health services for a person-centered and family-focused recovery-oriented coordinated system of care (ROSC). A ROSC is a value-driven framework to guide transformation of a behavioral health system of care as described in Exhibit BH, Recovery Management Practices. The contract requires a qualified, direct service, community-based Network Provider who will provide services for children, adolescents, and adults as applicable, with behavioral health issues as authorized in section 394.9082, F.S., consistent with Chapters 394, 397, 916, section 985.03, F.S. (as applicable) and consistent with the Prime Contract (ME's contract with the Department), which is incorporated herein by reference.

The Network Provider must work in partnership with the ME to better meet the needs of individuals with co-occurring substance use and mental health disorders and expand its array of services to provide trauma informed care, as appropriate. The partnership process will be open, transparent, dynamic, fluid, and visible. The process must also serve as an opportunity for collaboration to continuously improve the quality of services. During the course of the contract period, the ME will require that the Network Provider participate in the process of improving co-occurring disorder service capability system wide, trauma informed care services and ensure the integration of behavioral health services and primary care services to all the individuals in care in coordination with a Federally Qualified Health Center or other medical facility as required by this Contract.

The Network Provider must work in collaboration and must assist, upon request of the ME, in fulfilling its contractual obligations pursuant to the Prime Contract with the Department of Children and Families including but not limited to the following functions:

(1) System of Care Development and Management;
(2) Quality Improvement;
(3) Data Collection, Reporting, and Analysis;
(4) Financial Management;
(5) Disaster Planning and Responsiveness

b. Authority

Section 394.9082, F.S., and the Prime Contract provides the ME with the authority to contract for

these services.

c. Scope of Service

The following scope of service applies to the contract period and any renewal or extension:

(1) The Network Provider is responsible for the administration and provision of services to the target population(s) indicated in **Exhibit A, Individuals to be Served**, and in accordance with the tasks outlined in this contract. Services must also be delivered at the locations specified in, and in accordance with the Program Description, as required by Rule 65E-14, F.A.C., which is herein incorporated by reference, and maintained in the ME's Contract Manager's file.

(2) Unless otherwise authorized by the ME, services are to be delivered in the following county(ies):

__ Miami-Dade County
X Monroe County
_ Broward County

d. Major Contract Goals

The ME's goals for the SAMH Programs funded by this Contract are to improve access to care and promote service continuity and to support efficient and effective delivery of services, furthermore, the Florida Department of Children and Families is committed to partnering with stakeholders to transform Florida's substance use and mental health system into a recovery-oriented system of care (ROSC), and are as follows:

(1) Provide access to quality, recovery-oriented and community-based services and supports for persons with behavioral health disorders.

(2) Community-based health and prevention promotion by encouraging overall emotional health and wellness and preventing substance use, reduce the spread of infectious diseases, prevent and reduce attempted and completed suicides, and reduce opioid related overdose deaths.

(3) Integrate the Child Welfare and behavioral health systems.

(4) Improve co-occurring capability, trauma informed care, cultural and linguistic competence, ensure the integration of behavioral health and primary health care services and expertise in all programs.

(5) For funded substance use prevention services, the intent of substance use prevention is to promote and improve the behavioral health of Florida's Southern Region communities by strategically applying substance use prevention programs, and environmental strategies that are relevant to community needs as defined in a ME approved Comprehensive Community Action Plan (CCAP). The CCAP can be provided upon request to the ME's Director of Prevention Services Director.

e. Minimum Programmatic Requirements

The Network Provider must maintain the following minimum programmatic requirements:

(1) System of Care

The person -centered and family-focused system of care will:

(a) Be driven by the needs and choices of the individuals served;

(b) Promote family and personal self-determination and choice;

(c) Be ethically, socially, and culturally responsive; and

(d) Be dedicated to excellence and quality results.

There is a commitment to improve access to care, promote service continuity, support efficient and effective delivery of services that utilize evidence-based practices, recovery-oriented, and peer involved approaches in accordance with priorities established by the ME and the Department for substance use, mental health treatment and/or co-occurring disorders and, substance use prevention services.

(2) Guiding Principles

Guiding principles specify that services are as follows:

(a) Inclusive - involve and engage families and individuals served as full partners to participate in the planning and delivery of services;

(b) Comprehensive - incorporating a broad array of service and supports (e.g. physical, emotional, clinical, social, educational, community and spiritual);

(c) Individualized - meeting the individual's exceptional needs and strengths;

(d) Strengths based – focus on the strengths of the individual served, not their deficits;

(e) Community-based - provided in the least restrictive, clinically appropriate setting;

(f) Coordinated both at the system and service delivery levels to ensure that multiple services are provided and change as seamlessly as possible when warranted;

(g) Cultural and linguistic competent;

(h) Gender responsive;

(i) Sexual orientation; and

(j) Recovery-oriented and recovery-supported.

3. Individuals to be Served

See **Exhibit A, Individuals/Participants to be Served**

B. Manner of Service Provision

1) Service Tasks

The following tasks must be completed for each fiscal year covered in the contract period.

a. Task List

(1) Based on individual needs, the Network Provider agrees to provide appropriate services from the list of approved programs/activities described in **Exhibit G, Covered Service Funding by OCA** and the description of such services specified in the Program Description as required by Rule 65E-14, F.A.C. Any change in the array of services must be justified in writing and submitted to the ME's Contract Manager for review and approval.

(2) The Network Provider must serve the number of persons indicated in **Exhibit D, Substance Abuse and Mental Health Required Outcomes/Outputs.** Failure to meet the minimum numbers served may result in a corrective action and an imposed financial penalty as described in the Standard Contract.

(3) The Network Provider must assure the delivery of services is based on Evidence-Based Practices implemented with fidelity and in accordance with the approved Program Descriptions.

(4) The Network Provider must adhere to treatment group size limitations not to exceed fifteen (15) individuals per group for any clinical therapy service provided.

In addition to other programmatic documentation requirements, service documentation to evidence group activities must include the following:

1. Data Elements:
   a) Service Documentation-Group Sign in Sheet
   b) Recipient name and identification number or, if non-recipient, participant's name, address, and relation to recipient;
   c) Staff name and identification number
   d) Service date;
   e) Start time
   f) Duration;
   g) Covered Service;
   h) Service (Brief description of type of group);
   i) Group Indicator; and
   j) Program (AMH, ASA, CMH, CSA)

2. Audit Documentation-Recipient Service or Non-Recipient Chart:
   a) Recipient name and identification number or if non-recipient, participant's name, address, and relation to recipient;
   b) Staff name and identification number
   c) Service date
   d) Clinical diagnosis;
   e) Start time;
   f) Duration; and
   g) Services (Group progress note)

(5) The Network Provider must develop and implement policies so that all applicable providers' employees abide by the terms and conditions of **Paragraph 39**., Information Security, of the Standard Contract. The Network Provider must submit to the Managing Entities Contract Manager, by **08/05/2024,** an attestation that all applicable Network Provider employees and subcontractors who have access to ME and Department information systems have completed the Security Agreement form as required in **Paragraph 39.** Information Security, of the Standard Contract.

(6) For licensable services purchased by this Contract, the Network Provider must have and maintain correct and current Department of Children and Families, as required by Rule 65D-30, F.A.C., Licensure Standards for Substance Abuse Services and Agency for Health Care Administration (AHCA) licenses and only bill for services under those licenses. In the event any of the Network Provider's license(s) is suspended, revoked, expired or terminated, the ME must suspend payment for services delivered by the Network Provider under such license(s) until said license(s) is reinstated.

(7) Network Providers serving persons with substance use disorders must use the American Society of Addiction Medicine (ASAM) to determine placement and level of care as required by FASAMS DCF Pamphlet 155-2.

(8) The Network Provider must ensure that individuals discharged from state mental health treatment facilities will be maintained on the medication that was prescribed for them by the facility at discharge. Maintenance includes performing required lab tests, providing the medication, and providing appropriate physician oversight.

(9) Should the ME conduct a mock emergency drill, the Network Provider must participate by activating their emergency/disaster plan and reporting on preparedness activities, response activities, and post-recovery activities.

(10) By **08/05/2024**, the Network Provider must submit to the ME's Contract Manager an updated Civil Rights Compliance Checklist (CF0946).

(11) By **08/05/2024**, the Network Provider must submit to the ME's Contract Manager an updated Civil Rights Certificate (CF707), signed a dated by the Network Provider's contract signer.

(12) The Network Provider shall maintain and implement grievance procedures, which include an appeal process with the ME, should the grievance not be resolved at the Network Provider level, which applicants for, and recipients of, services being provided under this contract, may use to present grievances to the Network Provider, or to the ME about contracted services.

Prior to the execution of this contract the Network Provider submitted a copy of its grievance procedures both applicants for, and recipients of, services and network provider staff, however, should any updates to the grievance procedures occur during the term of this contract, the Network Provider must submit the amended procedures to the Contract Manager within thirty (30) calendar days of the amendment. The Network Provider shall post and provide copies of the grievance procedures to all individuals receiving services with funds provided for in this contract.

(13) By **08/05/2024,** the Network Provider must submit to the ME's Contract Manager a *Quality Assurance Plan* that details how the Network Provider will ensure and document that quality services are being provided to the individuals served, which is herein incorporated by reference. The Network Provider must submit updates as amended of the Quality Assurance Plan within thirty (30) days of adoption. The Quality Assurance Plan should address the minimum guidelines for the Network Provider's continuous quality improvement program, including, but not limited to:

(a) Individual care and services standards to include transfers and referrals, co-occurring supportive services, trauma informed services, cultural and linguistic competence, integrated care, recovery-oriented system of care principles.

(b) Individual records maintenance and compliance.

(c) Staff development standards.

(d) Service-environment safety and infection control standards.

(e) Peer review procedures.

(f) Incident reporting policies and procedures that include verification of corrective action and a provision that specifies that a person who files an incident report, in good faith, may not be subjected to any civil action by virtue of that incident report.

(g) Fraud, waste, abuse and other potential wrongdoing auditing, monitoring, and remediation procedures.

(h) Evidence-based practices (EBPs) utilized by the agency and how these EBPs are monitored to ensure fidelity to the model.

(i) The Continuous Quality Improvement Initiatives identified in Section B.1.a.(23) below.

(14) By **08/05/2024**, the Network Provider must submit its action plan on a template provided by the ME based on the results of the most recently completed Self-Assessment/Planning Tool for Implementing Recovery-Oriented Services (SAPT) and the Recovery Self-Assessment-R (RSA-R.) as required in Section B. 1.a (23) (a), Recovery Management Practices. The action plan will outline tasks and objectives that the Network Provider must address during the fiscal year that were identified in the self-assessments as needing improvement.

(15) By **10/07/2024**, the Network Provider must submit an attestation signed by the CEO/Executive Director indicating that all applicable staff funded by this Contract have received a copy of this fully executed contract and will receive copies of any amendments made to this Contract.

(16) The Network Provider should operate under a "no wrong door" model as defined in s. 394.4573, F.S., as well as the other guiding principles of ROSC. The network provider must also participate in all implementation activities and Technical Assistance provided by the Florida Department of Children and Families and the ME.

(17) The Network Provider must execute and/or maintain if executed a Memorandum of Understanding (MOU) with a Federally Qualified Health Center or other medical facility. The MOU provides for integration of behavioral health services and primary health care services to the medically underserved to achieve the goals specified in Section B.1.a.(23)(b) of this Attachment I. The Network Provider also agrees to accept referrals from the primary health care provider for eligible individuals who are in need of behavioral health services.

Newly executed MOU's must be submitted within ninety (90) calendar days of the effective date of this contract to the ME's Contract Manager. The Network Provider must submit copies of any amendment to the MOU, to the ME's Contract Manager, within thirty (30) calendar days of execution.

Network Providers that operate Federally Qualified Health Centers are required to submit policies and procedures that explain the access to primary care services to the medically underserved behavioral health individual served. Any revisions to the policy and procedure must be submitted to the ME's Contract Manager within 30 calendar days of its adoption.

(18) Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach, Access, and Recovery (SOAR)

If providing case management services to adults or children with mental illnesses or co-

occurring disorders who are homeless or at risk of homelessness., the Network Provider must adhere to the requirements of **Exhibit AN, Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach, Access, and Recovery (SOAR)**.

(19) Linkage and Referral Process

(a) The Network Provider's policies and procedures must address the referral and linkage process which include a "warm handoff" when referring individuals to all levels of services. This includes, but is not limited to, referrals within a Network Provider from one level of care to another, i.e. residential to outpatient; referrals outside of the Network Provider when a service is not offered by the Network Provider; and referrals to services upon discharge from the Network Provider, regardless if a planned or unplanned discharge. This also includes when an individual presents at the Network Provider for a service; however, they are not actually admitted to the service for varying reasons. Such referral services include, but are not limited to, detoxification services, linkages with community programs such as housing, employment, parenting supports, and primary health care.

(b) A warm handoff consists of the Network Provider coordinating and facilitating the individual's admission to the next appropriate level of care by direct communication and follow-up with the receiving provider. These efforts must be documented and maintained in the individual's clinical record and should include detailed information including dates, times, and names of people spoken to.

(c) When a referral is made for a service at another provider with the expectation to return to the referring provider, i.e. detoxification, the referring Network Provider should initiate the warm handoff and maintain follow-up with the receiving provider to coordinate entry back to the referring Network Provider. This must be documented and maintained in the individuals' clinical record and should include detailed information including dates, times, names of people spoken to, and final disposition, i.e. date returned or justification when not returning.

(20) The Network Provider must ensure provision of services to individuals with special needs

The Network Provider must ensure the coordination of specialty services including employability skills training and linkage, victimization and trauma services, infant mental health services, and services to families in recovery. The Network Provider must also ensure the availability of appropriate services to individuals with special needs such as those who are blind, deaf or hard of hearing, developmentally disabled, physically handicap, criminally involved, or individuals with forensic involvement. The ME reserves the right to modify this list as the needs of the individuals change.

(a) The Network Provider must provide early diagnosis and treatment intervention to enhance recovery and prevent hospitalization.

(b) The Network Provider must work with the ME, the state, and other stakeholders to reduce the admissions and the length of stay for dependent children and adults with mental illness in residential treatment services.

(21) System of Care Management

The ME system of care staff ensures availability of and access to a broad, flexible array of effective, evidence-informed, community-based services and supports for children, youth, adults and their families that addresses their physical, emotional, social, and educational needs, including traditional and nontraditional services as well as informal and natural supports.

The spectrum of effective, community-based services and supports is organized and coordinated through the Provider Network. The goals of the System of Care management activities include elimination/management of wait lists, the maximum utilization of treatment resources, and the delivery of clinically appropriate services in the least restrictive setting and most cost-effective manner.

System of Care Management includes pre-service authorization for some services as well as management of continued stays and billing validation.

If the Network Provider contracts for services that are managed by the ME, the Network Provider must work in collaboration and assist the ME in fulfilling its contractual obligation and agrees to:

(a) The Network Provider agrees to assist the ME in the reporting and managing of the waiting list for all applicable levels of care:

i. Substance Abuse Residential Treatment Level II
ii. Mental Health Residential Treatment Level II
iii. Care Coordination
iv. Florida Assertive Community Treatment (FACT)
v. Short-term Residential Treatment
vi. Statewide Inpatient Psychiatric Program
vii. Specialized Therapeutic Group Homes

(b) The Network Provider agrees to submit real-time services data when required by the Prime Contract, state and/or federal rules, regulations, or the ME's policies and procedures, the Network Provider must submit to the ME real-time data in Carisk, or other similar data structure, for services purchased by this contract. The Network

Provider agrees to implement the new data reporting system(s) when notified and as directed by the ME.

(c) The Network Provider will have a data system in place that adequately supports the collection, tracking, and analysis of data necessary to perform the system of care management activities, reviews of clinical/administrative performance related to levels of care, clinical outcomes, and adherence to clinical/administrative standards.

(d) The Network Provider agrees to conduct financial screening to ensure maximization of fiscal resources including other third-party payors such as, but not limited to KidCare, Medicaid, Medicare, and other HMOs. These methods may include programs of intervention and/or diversion. System of Care management includes not only managerial and supervisory strategies, methods and tools to ensure timely access to care, but also includes processes to promote continuous improvement to manage resources.

(e) The Network Provider will offer individuals served a multi-level continuum of care services for treatment of behavioral health services and supports within the least restrictive, most normative environments that are clinically appropriate.

(22) Continuous Quality Improvement Programs

(a) The Network Provider must maintain a continuous quality improvement program and report on the continuous quality improvement activities. The program is the responsibility of the Director and is subject to review and approval by the governing board of the service Network Provider. Each director must designate a Quality Assurance Officer/Compliance Officer who will be responsible for the continuous quality improvement program.

The continuous quality Improvement program should objectively and systematically monitor and evaluate the appropriateness and quality of care to ensure that services are rendered consistent with prevailing professional standards and identify and resolve problems.

(b) The quality improvement program must include at minimum:

i. Activities to ensure that fraud, waste and abuse do not occur.

ii. Composition of quality assurance review committees and subcommittees, purpose, scope, and objectives of the continuous quality assurance committee and each subcommittee, frequency of meetings, minutes of meetings, and documentation of meetings.

iii. A framework for evaluating outcomes, including:

1. Output measures, such as capacities, technologies, and infrastructure that make up the system of care.

2. Process measures, such as administrative and clinical components of treatment.

3. Outcome measures pertaining to the outcomes of services;

iv. A system of analyzing those factors which have an effect on performance;

v. A system of reporting the results of continuous quality improvement reviews; and,

vi. Best practice models for use in improving performance in those areas which are deficient.

vii. Establishment of a Seclusion and Restraint Oversight Committee per Chapter 65E-5.180, F.A.C. for agencies utilizing seclusion and/or restraint.

(23) Continuous Quality Improvement Initiatives – Network Providers must comply with all of the provisions for the initiatives outlined below:

(a) Recovery Management Practices

The Network Provider must operate under the principles of a Recovery Oriented System of Care (ROSC) in accordance with the requirements of **Exhibit BH, Recovery Management Practices**. ROSC principles promote a coordinated network of community-based services and supports that is person-centered, self-directed care, and builds on the strengths and resilience of individuals, families, and communities to achieve improved health, wellness, and quality of life. A ROSC is inclusive of clinical services that are recovery-focused, evidence-based, developmentally appropriate, gender-sensitive, culturally competent, trauma-informed and integrated with a broad spectrum of non-clinical recovery support services. As such, the Trauma Informed Care, Cultural and Linguistic Competence, and Integration of Behavioral Health Services and Primary Care initiatives are components of ROSC and will remain as integral parts of ROSC.

The Network Provider will work with the ME on the implementation of a Recovery Management system of care framework that aligns with the standards in **Exhibit BH**. The Network Provider agrees to conduct self-assessments annually, at minimum, or when directed by the ME, using the SAPT and RSA-R below, report the results to the ME when requested, and develop an action plan based on the results. The action plan

should also include action steps toward implementation of the region-specific best practices as directed by the ME.

1) The Network Service Providers must use, at minimum, the following tools to assess recovery-oriented activities:

i. The Self-Assessment/Planning Tool for Implementing Recovery-Oriented Services (SAPT) available at:

https://www.usf.edu/cbcs/mhlp/tac/documents/toolkits/self-assessment-tool-recovery-oriented-mental-health.pdf,

ii. The Recovery Self-Assessment-R (RSA) available at:

https://medicine.yale.edu/psychiatry/prch/tools/rec_selfassessment, and

2) A Network Provider who employs peers must:

i. Use the Recovery Capital Scale, available at https://facesandvoicesofrecovery.org/resource/recovery-capital-scale/ , in the recovery planning process.

ii. Provide standardized training on Recovery Management best practices in employee orientation and refresher training.

iii. Adhere the terms and conditions pursuant to **Exhibit AO, Peer Service.**

3) As part of the ROSC initiative, The Network Provider must also**:**

i. Identify at least two ROSC Champions who will attend trainings and meetings. The names of the ROSC Champions will be submitted upon request by ME staff. In the event a change in staff occurs, the Network Provider must notify the ME's Contract Manager, in writing within ten (10) calendar days.

ii. Attend scheduled ROSC meetings, trainings and activities to ensure staff and agency become knowledgeable of ROSC.

(b) Integration of Behavioral Health Services and Primary Health Care

Many individuals with behavioral health issues have chronic health conditions and may have neglected their primary health needs for some time. The ME and the Southern Region are committed to developing an integrated system of care that incorporates comprehensive screening and monitoring tools that identify those affected by chronic health conditions and a system of care that meets their needs. Network Providers will

be implementing Integrated Primary and Behavioral Health principles within ROSC. The integration will be ensured through linkage from the behavioral health provider with the primary health care provider of the individual through an electronic health record or other means of contact (phone, in person, etc). Referral and linkage processes will be necessary for all individuals who do not have a primary health care provider at entry into the system of care. Follow up and coordination of services are essential to meeting an individual health and behavioral health needs.

(c) Trauma Informed Care

Many individuals with behavioral health issues have experienced trauma that affects their development and adjustment. The ME and the Southern Region are committed to developing a system of care that incorporates comprehensive assessment tools that identify those affected by trauma and a system of care that meets their needs. Network Providers will be implementing Trauma Informed Care (TIC) principles within ROSC. Progress on TIC should continue to be reported in the CQI semi-annual update, and should include, at minimum, required trauma trainings for all staff upon hire, and annually thereafter.

(d) Cultural and Linguistic Competence

It is the goal of the ME to become a culturally and linguistically proficient network, through the full implementation of The National Standards for Cultural and Linguistically Appropriate Services (the National CLAS Standards). The National Culturally and Linguistically Appropriate Services (CLAS) Standards in Health and Health Care are intended to advance health equity, improve quality, and help eliminate health care disparities by establishing a blueprint for health and behavioral health care. In order to accomplish this task, the Network Provider:

1) Collaborate with the ME to identify and utilize the Network Provider's data to (1) identify sub-populations (i.e., racial, ethnic, Lesbian, Gay, Bisexual, Transgender, Questioning, Intersex, or Two-Spirited (LGBTQI-2S), minority groups) vulnerable to disparities and (2) implement strategies to decrease the differences in access, service use, and outcomes among sub-populations. These strategies should include the use of the enhanced National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care.

2) Agrees to implement effective language access services to meet the needs of individuals with limited-English-proficiency, and/or who are deaf or hard-of-hearing and increase their access to behavioral health care by providing sign language, translation, and interpretive services required to meet the communication needs of the individual seeking and or receiving services as required by state and federal

laws, including English, Spanish and Creole. Services will meet the cultural needs and preferences of the populations served.

(e) Integration of Behavioral Health and the Child Welfare System

1) The Network Provider will ensure that behavioral health services are available to individuals and families referred by the Community Based Care Organizations (CBC) or by the Department's Child Protective Investigators in cases where behavioral health indicators are present during the initial child abuse/neglect investigation or at any point during child protective supervision or out-of-home care. Priority will be given to cases where a child is at risk for immediate removal or has been removed from the family, with a goal of reunification in the family safety plan.

Services may also be provided for the enrolled parent(s)'/caregiver(s)' family members, household residents, or significant others in need of behavioral health prevention or treatment services, as well as children in relative placements. For a detailed description of the eligibility criteria please refer to the approved CWIST Protocols and Family Intensive Treatment Team Protocols, herein incorporated by reference, and available upon request to the MEs Contract Manager.

2) The coordination of efforts between the CBC, the ME and Network Providers is essential to the efficient service delivery for child-welfare involved families in behavioral health treatment. The ME and the Southern Region's Lead Agency for Community Based Care Provider are committed to developing an integrated system of care that meets the needs of children and their families. Network Providers will implement the Child Welfare Integration (CWI) initiative through a continuous quality improvement plan or component in the existing agency wide continuous quality improvement plan that delineates participation in the CWI initiative. As part of the plan or component of the plan must include the following:

i. Identification of at least two CWI Champions who will attend trainings and meetings. The names of the CWI Champions will be submitted upon request by ME staff. In the event a change in staff occurs, the Network Provider must notify the ME's Contract Manager, in writing within ten (10) calendar days.

ii. Attendance at scheduled CWI meetings including Integration Workgroup meetings to develop the process for identifying and responding to child-welfare involved families.

iii. Attendance at trainings regarding CWI when notified by the ME. Attendance at applicable trainings will be documented in the Continuous Quality Improvement Updates

iv. Participation in all CWI related activities to ensure staff and agency become

knowledgeable of the Child Welfare system.

v. Description of the process to monitor and ensure that requests for any requested reports from the CBC or a CBC Network Provider is provided in a timely manner. The Network Provider must provide the reports within five (5) business days of receipt of the written request from the requestor. In cases of emergencies, (less than 24-hour notice), the supervisor at the Network Provider will accept the telephone call request for the report(s). The supervisor will request and ensure receipt of a written request within twenty-four (24) hours following the initial telephone call.

(f) Accreditation

The Network Provider must take appropriate steps to maintain its accreditation in order to promote best practices and the highest quality of care. The Network Provider must provide the ME with their full accreditation and licensing reports upon request.

Network Provider applicants for licensure and licensed network providers must meet the most current best practice standards related to the licensable service components of the accrediting organization.

Accreditation by an accrediting organization recognized by the Department, as required by Chapter 397, F.S., is a requirement for licensure renewal of clinical substance use treatment services. The licensable substance use treatment components are listed in subsection 65D-30.002 (17), F.A.C.

Failure to meet the accreditation requirements will be considered by the ME to be a breach of this Contract and this contract may be subject to termination.

The Network Provider must participate in all implementation activities and Technical Assistance provided by the Florida Department of Children and Families and the ME.

(24) Continuous Quality Improvement Updates

The Network Provider must submit semi-annual updates, by the dates specified in **Exhibit C**, **Required Reports**, on the implementation and progress of the following activities:

(a) ROSC Action Plan, including the scores from the SAPT and R-RSA.

(b) Integration of Behavioral Health Services and Primary Care, including evidence of the implementation of integrated care, including warm hand-offs and the process to track and report referrals of individuals from behavioral health to primary care and from

primary care to behavioral health services.

(c) Trauma Informed Care, including required trauma trainings for all staff upon hire, and annually thereafter.

(d) Cultural and Linguistic Competence.

(e) Identification of the evidence-based practices (EBPs) utilized by the agency and address how these EBPs are monitored to ensure fidelity to the model.

(f) Participation in trainings and activities relating to the Integration of Behavioral Health and Child Welfare Systems.

(g) Monitoring processes to ensure that licensable substance use, and mental health treatment services are appropriately licensed by either the Florida Department of Children and Families and/or the Agency for Health Care Administration, as applicable prior the start of services;

(25) Care Coordination

Network Providers providing care coordination, are required to implement Care Coordination services as defined in section 394.4573(1)(a), F.S., and specified on the Florida Department of Children and Families Guidance Document 4, Care Coordination, and the ME's Care Coordination Exhibit AC, all documents are incorporated herein by reference and available when requested to the ME's Contract Manager.

Section 394.4573(1)(a), F.S., defines Care Coordination to "mean the implementation of deliberate and planned organizational relationships and service procedures that improve the effectiveness and efficiency of the behavioral health system by engaging in purposeful interactions with individuals who are not yet effectively connected with services to ensure service linkage. The purpose of care coordination is to enhance the delivery of treatment services and recovery supports and to improve outcomes among priority populations." The priority populations are defined in the Florida Department of Children and Families Guidance Document 4, Care Coordination. Care Coordination serves to assist individuals who are not effectively connected with the services and supports they need to transition successfully from higher levels of care to effective community-based care. Care Coordination is not intended to replace case management.

ME Care Coordination staff identifies individuals eligible for Care Coordination through data surveillance, refer individuals to the Network Provider, track individual's progress through the service continuum, ensure e linkages to a wide range of services and monitor outcome metrics.

The Network Provider is also responsible for the identification of eligible for Care Coordination

individuals through internal data surveillance. Upon identification of eligible individuals, the Network Provider refer individuals to their internal Care Coordination services internally, and to the ME Care Coordination Department.

(26) Transitional Voucher Program

The Transitional Voucher project is a flexible, individual served-directed voucher system designed to bridge the gap for persons with behavioral health disorders as they transition from acute or more restrictive levels of care to lower levels of care. The intent of this project is to enable individuals to live independently in the community with treatment and support services based on need and choice and build a support system to sustain their independence, recovery, and overall well-being. For individuals identified as meeting criteria for the transitional voucher project, the Network Provider shall adhere to the Department's Guidance Document 29, the **ME Care Coordination, Exhibit AC**, and the **Exhibit AV, Transitional Voucher Program**.

(27) Financial Audit Reports

(a) The Network Provider must submit financial statements consisting of Balance Sheet and Statement of Activity (income statement) per the schedule and to the individual(s) identified in the **Exhibit C, Required Reports**. The Network Provider agrees to provide the ME with any requests for additional financial statements/documentation.

(b) Network Providers who withhold income taxes, social security tax, or Medicare tax from employee's paychecks or who must pay the employer's portion of social security or Medicare tax must use Form 941, Employer's Quarterly Federal Tax Return, to report those taxes. On a quarterly basis, and by the dates specified in **Exhibit C, Required Reports**, the Network Provider, must submit an attestation that the 941 has been filed timely and any taxes due have been paid timely to IRS.

(c) 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 **Exhibit C, 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

(28) The Network Provider must ensure that its audit report will include the standard schedules that are outlined in Rule 65E-14, F.A.C. and submitted within the timeframes specified in **Exhibit C, Required Reports**.

(29) The Network Provider must implement and maintain fiscal operational procedures. These must contain but, not be limited to procedures relating to overpayments, charge-backs that directly apply to subcontractors and documentation of cost sharing (match) that comply with state and federal rules, regulations and/or ME policies and procedures and must comply with the requirements in Section 7., Audits, Inspections, Investigations, Records, and Retention.

(30) The Network Provider must make available upon request all plans, policies, procedures, and manuals to ME staff, Department staff, Network Provider staff, and to individuals served/stakeholders if applicable and appropriate.

(31) The Network Provider must comply with Children and Families Operating Procedure 215-8, OVERSIGHT OF HUMAN SUBJECT RESEARCH AND INSTITUTIONAL REVIEW BOARD DESIGNATION. The policy and guidance can be found at: CFOP-215-8.pdf (myflfamilies.com)

Approval from the Department through the ME is mandatory for all research conducted by any employee, contracted organization or individual, or any public or private vendor, even if the aforementioned has their own Institutional Review Board which has granted approval.

(32) The Network Provider must meet with the ME's staff at regularly scheduled or any called meetings when notified by the ME.

(33) The Network Provider must notify the ME within forty-eight (48) hours of conditions related to performance that may interrupt the continuity of service delivery or involve media coverage.

(34) Referrals and Case Management Services to Individuals Residing in Assisted Living Facilities with a Limited Mental Health License

(a) The Network Provider agrees to comply with provisions and the reporting requirements of Exhibit L, Assisted Living Facilities with a Limited Mental Health License, if services to such residents are offered.

(b) It is unlawful to knowingly refer a person for residency to an unlicensed assisted living facility; to an assisted living facility the license of which is under denial or has been suspended or revoked; or to an assisted living facility that has a moratorium pursuant to part II of chapter 408. Referrals to unlicensed facilities are not lawful and subject to sanctions by the Agency of Health Care Administration (AHCA).

(c) The Network Provider is directed to only refer individuals receiving mental health services to Assisted Living Facilities with a Limited Mental Health License. It is the referring Network Provider's responsibility to verify licensure. AHCA licenses can be verified at the following website:

FloridaHealthFinder | Facility/Provider

(35) Community Resource Manual

The Network Provider must assist the ME in developing and maintaining the Community Resource Manual. This manual must be available for use by individuals served within each Network Provider location where services are provided.

(36) Work and Social Opportunities for Peer Specialists

Nationwide, health systems have accepted peers as a valuable part of the workforce. A shift to a more person-centered approach, a focus on integrated health, and a demand for more workers have increased the role peer specialists play in Florida's mental health and substance use systems. In keeping with Florida's goal of increasing the number of peer specialists, the Network Provider is encouraged to provide employment and social opportunities to individuals who have lived experience of mental health and/or substance use conditions and/or lived experience of trauma.

If the Network Provider employs Peer Specialists anytime during the term of this Contract with funding from this Contract, the Network Provider must adhere the terms and conditions pursuant to **Exhibit AO, Peer Services**.

(37) Assist Stakeholder Involvement in Planning, Evaluation, and Service Delivery

(a) At the ME's request, the Network Provider will assist the ME in engaging local stakeholders, per section 394.9082 F.S., in its support activities for the Department's local plans.

(b) The Network Provider must work with the ME to provide performance, utilization, and other information for the Department's Substance Abuse and Mental Health Services Plan, and annual updates thereof, and to provide appropriate information for the Department's Long-Range Program Plan and its Annual Business Plan.

(38) Community Person Served Satisfaction Survey (if applicable)

The Network Provider must conduct satisfaction surveys of individuals served pursuant FASAMS DCF Pamphlet 155-2. The Network Provider must utilize a Department-approved satisfaction survey instrument. Failing to provide the required number of satisfaction surveys and/or utilizing a survey instrument other than that approved by the Department will result in a corrective action and an imposed financial penalty as described in the Standard Contract.

(39) Department-Sponsored Surveys

The Network Provider must participate in any Department-sponsored satisfaction surveys.

(40) Client Trust Funds (CTF)

(a) The Network Provider must submit a letter to the Contract Manager certifying that they either are or are not the representative payee for Supplemental Security Income, Social Security Administration, Veterans Administration, Food Stamps, or other federal benefits on behalf of an individual served by **August 5, 2024.**

(b) If the Network Provider is the representative payee for Supplemental Security Income, Social Security Administration, Veterans Administration, or other federal benefits on behalf of the individual served, the Network Provider must comply with the applicable federal laws including the establishment and management of individual trust accounts (20 C.F.R. 416 and 31 C.F.R. 240).

(c) Any Network Provider assuming responsibility for administration of the personal property and/or funds of individuals served must follow the Department's Accounting Procedures Manual 7 APM, 6, incorporated herein by reference. Department or the ME personnel or their designees upon request may review all records relating to this section. Any shortages of funds in an individual served account that are attributable to the Network Provider must be repaid, plus applicable interest, within one (1) week of the determination.

(d) All reports specified in the Department's Accounting Procedures Manual 7 APM, 6, must be maintained onsite and available for review by Department or ME staff, and must be submitted to the ME upon request.

(e) The Network Provider must also maintain and submit documentation of all payment/fees received on behalf of SAMH individuals served receiving Supplemental Security Income, Social Security Administration, Veterans Administration, Food Stamps, or other federal benefits upon request from the ME.

b. Task Limits

The Network Provider must perform services in accordance with applicable, rules, statutes, licensing standards and policies and procedures.

The Network Provider agrees to abide by the approved Program Description, and is not authorized by the ME to perform any tasks related to the services purchased by this Contract other than those described in the approved Program Description and in this contract, without the express written consent of the ME. The Network Provider must ensure that services are performed in accordance with applicable rules, statutes, and licensing standards.

1. Staffing Requirements

a. Staffing Levels

(1) The Network Provider must maintain staffing levels in compliance with applicable rules, statutes, licensing standards and policies and procedures. See **Exhibit F, SAMH Programmatic State and Federal Laws, Rules, and Regulations**.

(2) The Network Provider must engage in recruitment efforts to maintain as much as possible staff with the ethnic and racial composition of the individuals served. The ME, at its sole discretion may request documentation evidencing recruitment efforts.

b. Professional Qualifications

(1) The Network Provider must comply with applicable rules, statutes, requirements, and standards with regard to professional qualifications. **See Exhibit F, SAMH Programmatic State and Federal Laws, Rules, and Regulations.**

(2) The Network Provider must provide employment screening for all mental health personnel and all chief executive officers, owners, directors, and chief financial officers of service Network Providers using the standards for Level II screening set forth in Chapter 435, and s. 408.809 F.S., except as otherwise specified in s. 394.4572(1)(b)-(d), F.S. For the purposes of this contract, "Mental health personnel" includes all program directors, professional clinicians, staff members, and volunteers working in public or private mental health programs and facilities who have direct contact with individuals held for examination or admitted for mental health treatment.

(3) Additionally, the Network Provider must provide employment screening for substance use personnel using the standards pursuant to Chapter 397.4073, F.S.,

(4) Network Providers who have programs for children are required to meet the requirements of s. 39.001(2), (a) and (b) F.S.

c. Staffing Changes

The Network Provider must notify the ME's Contract Manager, in writing within ten (10) calendar days of staffing changes regarding the positions of Chief Executive Officer, Chief Financial Officer, Medical Director, Clinical Director, IT Director, Dispute Resolution Officer, Data Security Officer, and Single Point of Contact (section 504 of the ADA), or any individuals with similar functions.

d. Subcontractors

(1) This contract allows the Network Provider to subcontract for the provision of services related to the performance required under this Contract, subject to the provisions relating to Assignments and Subcontracts in the Standard Contract and referenced therein. Written requests by the Network Provider to subcontract for the provision of services under this contract will be routed through the ME's Contract Manager for approval. The ME is not obligated nor, will it pay for any services delivered prior to its written approval of the act of subcontracting. The act of subcontracting will not in any way relieve the Network Provider of

any responsibility for the contractual obligations of this contract. The pre-approval process applies to Subcontractors and not Independent Contractors as defined below.

(2) The ME has adopted the following definitions for vendors, subcontractors and/or independent contractors who are contracted by the Network Provider to do work contemplated under this contract:

(a) Vendor: A person or company offering something for sale.

(b) Subcontractor: A business to business relationship; contracting a business or person outside of one's own company to do work as part of a larger project.

(c) Independent Contractor: a person who is in an independent trade, business, or profession in which they offer their services and/or expert advice to an individual or organization. The general rule is that an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done. The earnings of a person who is working as an independent contractor are subject to Self-Employment Tax.

(3) The Network Provider shall that ensure that block grant funding is not expended on the restricted activities pursuant to pursuant to 45 CFR s. 96.135, 42 U.S.C. s. 300x-5, and 42 U.S.C. s.300x-31. Restricted activities include, but are not necessarily limited to, the following. Network Providers may consult the ME for technical assistance to address allowability of specific cases before subcontracting. Refer to section D. Special Provisions, Federal Block Grant Requirements.

(4) Any vendor, subcontractor, or independent contractor the Network Provider contracts to do work contemplated under this contract, and who meets the definition of a Business Associate as defined in 45 C.F.R. 160.103, must sign a legally binding document with the Network Provider that contains the same restrictions and conditions of the Business Associate Agreement between the Network Provider with the ME. The binding document must meet the requirements of 45 C.F.R. s.164.504(e), Standard: Business Associate Contracts, the Privacy Rule, the Security Rule, the Breach Notification Rule, the Health Information Technology for Economic and Clinical Health ("HITECH") Act, the provisions included in the Network Provider's Business Associate Agreement with the ME, the ME's contractual requirements, and other laws and regulations pertaining to access, use, disclosure, and management of Protected Health Information ("PHI") without limitation, PHI in an electronic format (EPHI) created, received, maintained, or transmitted by the Network Provider or its subcontractors incidental to Network Provider's performance of this Contract.

(5) All agreements, for services contemplated under this contract, must adopt the applicable terms and conditions of the Network Provider's contract with the ME, including but not limited to, any Federal block grant requirements. In addition, all subcontract agreements must contain the applicable terms and conditions, and any amendments thereto, found in the ME's contract with the Department (Prime Contract), which is incorporated herein by reference. Subcontract agreements must include a detailed scope of work; term of the agreement, method of payment, clear and specific deliverables; and performance standards.

(6) The Network Provider must maintain individual subcontractor files for each subcontractor and provide a copy of all subcontract's agreements prior to the execution of those subcontracts and any amendments to the ME's Contract Manager.

(7) All independent contractor agreements, and subcontractor agreement, vendor agreements, and business associate agreements, or other legally binding agreements, for work contemplated under this contract must be available upon request by ME staff and at the time of monitoring.

(8) The Network Provider must implement and maintain procedures for subcontract procurement, development, performance, and management that comply with state and federal rules, regulation, and/or ME policies and procedures, in addition to identifying the ME's pre-approval process for approving the Network Providers act of subcontracting.

(9) The Network Provider must not subcontract for substance abuse/mental health services with any person, entity, vendor, purchase orders or any like purchasing arrangements that:

(a) is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity in accordance with s. 287.133. F.S.;

(b) is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on their ability to provide services, or which adversely reflects their ability to properly handle public funds;

(c) has had a contract terminated by the Department or ME for failure to satisfactorily perform or for cause;

(d) has failed to implement a corrective action plan approved by the ME, the Department, or any other governmental entity, after having received due notice, or

(e) is ineligible for contracting pursuant to the standards in s. 215.473, F.S.

(10) Regardless of the amount of the subcontract, the Network Provider must immediately terminate a subcontract for cause, if at any time during the lifetime of the agreement/subcontract, a subcontractor, **person, entity, vendor, purchase orders or any like purchasing arrangements, is:**

(a) Found to have submitted a false certification under s. 287.135, F.S., or
(b) Placed on the Scrutinized Companies with Activities in Sudan List or
(c) Placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or
(d) Placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(11) Unless the Department agrees to an alternative payment method as authorized in section 394.74, F.S., and prior to entering into any subcontract, or an amendment which modifies the

previously negotiated unit cost rate or adds additional covered services, the Network Provider must conduct a cost analysis for said subcontract, in accordance with Rule 65E-14. F.A.C. A cost analysis is the review of the proposed cost elements to determine if they are necessary, allowable, appropriate and reasonable. Subcontractors will be required to comply with Rule 65E-14.19, F.A.C., Methods of Paying for Services, including but not limited to, covered services, measurement standard, descriptions, program areas, data elements, maximum unit cost rates, required fiscal reports, program description, setting unit cost rates, payment for services including allowable and unallowable units and requests for payments.

(12) The Network Provider must monitor the performance of all subcontractors and perform follow up actions as necessary. The Network Provider must notify the ME within forty-eight (48) hours of conditions related to subcontractor performance that could impair continued service delivery or involve media coverage.

2. Service Location and Equipment

a. Service Delivery Location

The location of services will be as specified in the approved Program Description required by Rule 65E-14, F.A.C.

b. Service Times

(1) A continuum of services must be provided on the days and times as specified in the approved Program Description and/or **Attachment IV, Prevention Scope of Work and Attachment V, Prevention Scope of Work – State Opioid Response,** if prevention services are purchased through this contract.

(2) The Network Provider must notify the ME's Contract Manager, in writing, at least ten (10) calendar days prior to any changes in days and times where services are being provided.

c. Changes in Location

The Network Provider must notify the ME's Contract Manager, in writing, at least ten **(10)** calendar days prior to any changes in location where services are being provided pursuant to Rule 65E-14, F.A.C.

d. Equipment

The Network Provider must furnish all appropriate equipment necessary for the effective delivery of the services purchased.

In the event that the Network Provider is allowed to purchase any non-expendable property with funds under this contract, the Network Provider will ensure compliance with the Tangible Personal Property Requirements, Department operating Policies and Procedures as outlined in CFOP 80-2, Property Management, and Rule 65E-14, F.A.C., which are incorporated herein by reference. The provider must submit a completed inventory report, as provided in Template 1, Provider Tangible Property Inventory Form, dated 7/1/2024, or the latest revision thereof, by the date(s) listed in **Exhibit C, Required Reports.** The Department-approved Tangible Property Inventory Form is available at the following website:

Managing Entities | Florida DCF (myflfamilies.com)

Note: Click on FY24-25 ME Templates and click on Template 1 – Provider Tangible Property Inventory Form

3. Deliverables

a. Services

The Network Provider must deliver the services specified in and described in the Program Description submitted by the Network Provider in accordance with **Exhibit G, Covered Services Funding by OCA** and in **Attachment IV, Prevention Scope of Work** and **Attachment V, Prevention Scope of Work – State Opioid Response**, if prevention services are purchased through this contract.

b. Reporting

(1) The Network Provider must submit reports included in **Exhibit C, Required Reports.** In all cases, the delivery of reports, ad hoc or scheduled, must not be construed to mean acceptance of those reports. Acceptance, in writing, of required reports must constitute a separate act and must be approved by the ME's Contract Manager. The ME reserves the right to reject reports as incomplete, inadequate or unacceptable.

(2) The Network Provider must provide performance information or reports other than those required by this agreement at the request of the ME, the Southern Region's SAMH Regional Director, or their designee. For requests that are complex and difficult to address, all parties will develop and implement a mutually viable work plan.

(3) The ME, at its sole option, may allow additional time within which the Network Provider may remedy the objections noted by the ME or the ME may, after having given the Network Provider a reasonable opportunity to comply with the report requirements, declare this agreement to be in default.

c. Electronic Data Submission

The Network Provider agrees to comply with the data submission requirements outlined in FASAMS DCF Pamphlet 155-2, in Carisk, SAMHIS, PBPS, as applicable, by the dates specified in **Exhibit C, Required Reports**. Upon request, the network provider must submit to the ME and the Department information regarding the amount and number of services paid for by the Substance Abuse Prevention and Treatment Block Grant.

The Network Provider must submit treatment data, as set out in subsection 394.74(3) (e), F.S. and FASAMS DCF Pamphlet 155-2.

The Network Provider is instructed to report the modifiers to procedure codes in compliance with the FASAMS DCF Pamphlet 155-2.

In addition to the modifiers to procedure codes that are currently required to be utilized as per FASAMS DCF Pamphlet 155-2, and in SAMHIS, as applicable, the Network Provider is directed to utilize the modifiers required for Block Grant funds, where applicable. The Network Provider also agrees to report to the ME and/or the Department, information regarding the amount and number of services paid for by the Community Mental Health Services Block Grant and/or the Substance Abuse Prevention and Treatment Block Grant.

Service data must be submitted electronically, weekly, by 12:00 Noon every Wednesday. Final monthly service data will be submitted electronically to the ME no later than the 4th of each month following the month of service into Carisk, SAMHIS, FASAMS or other data reporting system designated by the ME and/or the Department. If the 4th falls on a weekend or holiday, data will be due on the next business day.

If the Network Provider is funded to provide substance use prevention services, the Network Provider must submit prevention services data to PBPS, maintained by Collaborative Planning Group Systems, Inc., or other data reporting system as directed by the ME, electronically no later than the 4th of each month following the month of service.

The Network Provider must also:

(a) To establish a unique Individual Served identifier for all individuals served, the Network Provider must submit the Demographic Data Set required by FASAMS DCF Pamphlet 155-2, within five (5) business days after the initial intake or admission.

(b) Ensure that the data submitted clearly documents all individuals served admissions and discharges which occurred under this contract. Ensure that substance use prevention services data entered into PBPS maintained by Collaborative Planning Group Systems, Inc., or other data reporting system designated by the ME, clearly documents all program Individual Served, programs and strategies which occurred under this contract, if applicable;

(c) Ensure that all data submitted to Carisk, SAMHIS, FASAMS, or other data reporting system designated by the ME is consistent with the data maintained in the Network Provider's individuals served files/EMR-EHR systems. Ensure that substance use prevention services data entered into PBPS, or other data reporting system designated by the ME and/or the Department, is consistent with the data maintained in the Network Provider service documentation and/or individual's served files, if applicable;

(d) Review the ME's Carisk error / download error reports to determine the number of records accepted and rejected. Based on this review, the Network Provider must make sure that the rejected records are corrected and resubmitted in Carisk, SAMHIS, FASAMS, or other data reporting system designated by the ME. Only error-free data as processed by Carisk will be accepted by the ME for monthly state reporting and payment validation;

(e) Resubmit corrected records no later than the next monthly submission deadline. The failure to submit any data set or the Network Provider's total monthly submission per data set, which results in a rejection rate of 5% or higher of the number of monthly records submitted will require the Network Provider to submit a corrective action plan describing how and when the missing data will be submitted or how and when the rejected records will be

corrected and resubmitted; and

(f) In accordance with the provisions of section 402.73(1), F. S., and Rule 65-29.001, F.A.C., corrective action plans may be required for non-compliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans. Failure to implement corrective action plans to the satisfaction of the ME and after receiving due notice, must be grounds for contract termination.

4. Performance Specifications

a. Performance Measures

(1) The Network Provider must meet the performance standards and required outcomes as specified in **Exhibit D, Substance Abuse and Mental Health Required Performance Outcomes/Outputs**. For Prevention services providers the individualized performance measure standards are specified in **Attachment IV, Prevention Services Scope of Work and Attachment V, Prevention Services Scope of Work – State Opioid Response**.

(2) The Network Provider agrees that Carisk, PBPS, SAMHIS, and FASAMS, or other data reporting system designated by the ME, will be the source for all data used to determine compliance with performance standards and outcomes in **Exhibit D**, **Substance Abuse and Mental Health Required Performance Outcomes/Outputs** or other data system as specified by the ME. Any conflicts will be clarified by the ME and the Network Provider must adhere to the ME's resolution. The Network Provider must submit all service-related data for individuals receiving services funded in whole or in part by SAMH funds, local match, or Medicaid.

b. Performance Measurement Terms

FASAMS DCF Pamphlet 155-2, provides the data files and file layout requirements for collecting and reporting data on persons served in state-contracted community substance use and mental health Network Provider agencies. The elements used for various performance measures which are quantitative indicators, outcomes, and outputs used by the ME to objectively measure a Network Provider's performance and contains policies and procedures for submitting the required data. Collaborative Planning Group Systems, Inc., or any other data system designated by the ME and/or the Department, maintains the procedures for submitting the required prevention data into PBPS. The ME will also monitor the Network Provider for the performance measures.

c. Performance Evaluation Methodology

(1) The Network Provider must collect information and submit performance data and individual served outcomes, to the ME data system in compliance with FASAMS DCF Pamphlet 155-2, requirements. The specific methodologies for each performance measure may be found at the following website:

Managing Entities | Florida DCF (myflfamilies.com)

(2) The Network Provider is expected to have the capability to engage in organized performance improvement activities, and to be able to participate in partnership with the Department and ME in performance improvement projects that are related to system wide transformation and improvement of services for individuals and families.

(3) By execution of this contract the Network Provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth in this contract. If the Network Provider fails to meet these standards, the ME, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Network Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the ME within the prescribed time and if no extenuating circumstances can be documented by the Network Provider to the ME's satisfaction, the ME must terminate the contract. The ME has the sole authority to determine whether there are extenuating or mitigating circumstances.

(4) The ME will monitor the standards and outcomes specified in **Exhibit D, Substance Abuse and Mental Health Required Performance Outcomes/Outputs.**

5. Network Provider Responsibilities

a. Network Provider Unique Activities

(1) In the event of a dispute as to the ME's determination regarding eligibility for services for individuals and/or placement into the appropriate level of care, the ME's dispute resolution process, as described in the Standard Contract must be followed. An eligibility dispute must not preclude the provision of services to Individuals Served, unless the dispute resolution process reverses the ME's determination.

(2) The Network Provider is responsible for the satisfactory performance of the tasks referenced in this contract. By executing this contract, the Network Provider recognizes its responsibility for the tasks, activities, and deliverables described herein and warrants that it has fully informed itself of all relevant factors affecting the accomplishment of the tasks, activities and deliverables and agrees to be fully accountable for the performance thereof whether performed by the Network Provider or its subcontractors.

(3) The Network Provider agrees that services other than those set out in this contract will be provided only upon receipt of a written authorization from the ME's Contract Manager or an authorized ME staff member. The Department through the ME has final authority to make any and all determinations that affect the health safety and well-being of the residents of the State of Florida.

(4) The Network Provider must be responsible for the fiscal integrity of all funds under this contract, and for demonstrating that a comprehensive audit and tracking system exists to account for funding by individual served and has the ability to provide an audit trail. The Network Provider's financial management and accounting system must have the capability to generate financial reports on individual service recipient utilization, cost, claims, billing, and collections for the ME. The Network Provider must maximize all potential sources of revenue to increase services, and institute

efficiencies that will consolidate infrastructure and management functions in order to maximize funding.

(5) The Network Provider must ensure that the invoices submitted to the ME reconcile with the amount of funding and services specified in this contract, as well as the Network Provider's agency audit report and information system and this information is reconciled with Carisk, PBPS, FASAMS, or other data reporting system designated by the ME.

(6) The Network Provider must make available source documentation of units billed by Network Provider upon request from the ME staff. The Network Provider must track all units billed to the ME by program and by Other Cost Accumulator (OCA).

(7) A Network Provider that receives block grant funding must comply with state or federal requests for information related to Substance Abuse Prevention and Treatment and Community Mental Health Services block grants.

(8) Any compensation paid for an expenditure subsequently disallowed as a result of the Managing Entity's or any Network Service Providers' non-compliance with state or federal funding regulations must be repaid to the Department upon discovery.

(9) The Network Provider must make available to the ME and the Department all records pertaining to service delivery. These records must be made available at all reasonable times for inspection, review, copying, or audit. Service delivery records include but are not limited to, invoicing, fiscal management, data management, incident reporting, clinical records for individuals served, and such documents determined to assure accountability of service provision and/or the expenditure of state and federal funds.

(10) The Network Provider must assist the ME and the Department in developing legislative budget requests based upon identified needs of the community.

(11) The Network Provider must provide to the ME, copies of, including but not limited to, evaluations, assessments, surveys, monitoring reports that pertain to licensure, accreditation, or other administrative or programmatic review, when those reports identify deficiencies that require corrective action. The Network Provider must submit to the ME all of the applicable reports, including copies of the corrective action plan(s) within ten (10) calendar days of receipt by the Network Provider from the reviewing entity.

(12) The Network Provider must cooperate with the ME and the Department when investigations are conducted regarding a regulatory complaint of the Network Provider. When additional information or documentation is requested by the ME, the Network Provider will submit the information within twenty-four (24) hours of the request unless otherwise specified in the ME's request.

(13) The Network Provider must maintain human resource policies and procedures that provide safeguards to ensure compliance with laws, rules and regulations. Integrate current and/or new state/federal requirements and policy initiatives into its operations upon provision by the Department and/or ME of the same.

(14) The Network Provider must maintain in one place for easy accessibility and review by ME and/or Department staff all policies, procedures, tools, and plans adopted by the Network Provider. The Network Provider's policies, procedures, and plans must conform to state and federal laws, the Florida Administrative Code, state and federal regulations, state and federal rules, and minimally meet expectations/ requirements contained in applicable Department of Children and Families and ME operating procedures.

(15) The Network Provider must maintain a mechanism for monitoring, updating, and disseminating policies and procedures regarding compliance with current government laws, rules, practices, regulations, and the ME's policies and procedures.

(16) The Network Provider must comply with all other applicable federal laws, state statutes and associated administrative rules as may be promulgated or amended. See **Exhibit F, SAMH Programmatic State and Federal Laws, Rules, and Regulations**, and ME policies and procedures.

Records relating solely to actions taken in carrying out the quality assurance and /or quality improvement program requirements of this contract and records obtained by the ME and/or the Department to determine a Network Provider's compliance of said programs in accordance with 394.907, F.S. and 397.4103 F.S. are confidential and exempt from s. 119.07(1) F.S. and s. 24(a), Article. I, Constitution of the State of Florida.

(17) Coordination with other Providers/Entities

(i) The Network Provider must fulfill their designated role in implementing and/or maintaining a system of care in support of the cooperative agreements with the judicial system and the criminal justice system which define strategies and alternatives for diverting persons from the criminal justice system and address the provision of appropriate services to persons with substance use, mental health and/or co- occurring disorders who are involved with the criminal justice system. These agreements address the provision of appropriate services to persons who have behavioral health problems and leave the criminal justice system.

(ii) The Network Provider agrees to fulfill their designated role in implementing and/or maintaining a system of care in support of the ME Working Agreement, incorporated herein by reference, with the Community Based Care (CBC). The intent of the working agreement is to establish a formal linkage of partnerships with a shared vision for improving outcomes for families involved in the child welfare system by providing integrated community support and services.

(iii) The Network Provider may be required to enter into agreements with other external stakeholders.

(iv) The failure of other providers or entities does not relieve the Network Provider of any accountability for tasks or services that the Network Provider is obligated to perform pursuant to this contract.

b. State and Federal Laws, Rules, and Regulations

See **Exhibit F, SAMH Programmatic State and Federal Laws, Rules, and Regulations.**

6. Managing Entity Responsibilities

a. Managing Entity Obligations

(a) The ME must only subcontract with entities that are fiscally sound, and that can adequately ensure the accountability of public funds.

(b) The ME must assess the Network Provider's financial stability, using a risk assessment approach; the risk assessment approach will examine the impact of programmatic requirements on the Network Provider's financial stability. Any issues identified as a result of the financial risk assessment must be reported to the Department during the monthly reconciliation and performance review identified in the Prime Contract.

(c) The ME will provide administrative and programmatic oversight to ensure that Network Providers comply with all behavioral health treatment and prevention service requirements and other requirements of this contract.

(d) The ME is solely responsible for the oversight of the Network Provider and enforcement of all terms and conditions of this contract. Any and all inquiries and/or issues arising under this contract are to be brought solely and directly to the ME for consideration and resolution between the Network Provider and the ME. In any event, the ME's decision on all issues is final and solely subject to the ME's appeal process and legal rights of the Network Provider.

(e) The ME reserves the right terminate this contract in whole or in part, for non-performance as determined by the ME and to procure the services purchased through this contract to another entity and/or Network Provider.

(f) The ME is responsible for the administration, management, and oversight, and through subcontracts, the provision of behavioral health services in Miami-Dade and Monroe Counties.

(g) The ME must monitor and take action when necessary so that services which meet the standards defined herein will be provided throughout the contract period.

(h) The ME will ensure that the Network Provider utilizes the approved assessment and placement tool designated by the ME. Standardized tools and assessments approved by the ME must be used to determine placement and level of care.

(i) The ME must work with the Department to redirect administrative cost savings into improved access to quality care, promotion of service continuity, required implementation of EBPs, the expansion of the services array, and necessary infrastructure development. It acknowledges the benefits to be realized, include improved access to quality care, promotion of service continuity, implementation of EBPs, improved performance and outcomes, expansion of the

service array, and necessary infrastructure development.

b. Monitoring Requirements

(1) The ME will monitor the Network Provider in accordance with this contract and the ME's Contract Accountability Policies and Procedures which can be obtained from the designated ME Contract Manager and is incorporated herein by reference. The Network Provider must comply with any coordination or documentation required by the ME's monitor(s) to successfully evaluate the programs and must provide complete access to all budget and financial information related to services provided under this contract, regardless of the source of funds.

(2) Network Providers with electronic health record (EHR) or electronic medical record systems (EMR) must provide access to ME funded service and service data contained in these systems for individuals funded under this Contract to the ME's monitoring team and provide sufficient resources to facilitate the monitoring process of services provided under this contract. Resources is defined but is not limited to, personnel, terminals, guest read-only accounts, privileges for monitors to access clinical/service records, and/or remote access into the systems by the monitors.

(3) The ME will monitor the Network Provider on its performance of all tasks and special provisions of the contract.

(4) The ME will provide a written report to the Network Provider within thirty (30) calendar days of the exit conference. If the report indicates corrective action is necessary, the Network Provider will have ten **(10)** calendar days from receipt of the monitoring report to respond in writing to the request. In the sole discretion of the ME, if there is a threat to health, life, safety or well-being of the individual's receiving services, the ME may require immediate corrective action or take such other action as the ME deems appropriate. Failure to implement corrective action plans to the satisfaction of the ME subjects the Network Provider to the remedies expressed in the Standard Contract.

c. Training and Technical Assistance

(1) The ME's contract manager, or designee, will provide training and technical assistance concerning the terms and conditions of this contract.

(2) The ME will provide technical assistance and support to the Network Provider to ensure the continued integration of services and support for individuals served, to include but not limited to, quality improvement activities to implement evidenced-based practice treatment protocols, the application of process improvement methods to improve the coordination of access and services that are culturally and linguistically appropriate.

(3) The ME will provide technical assistance and support to the Network Provider for the maintenance and reporting of data on the performance standards that are specified in **Exhibit D, Substance Abuse and Mental Health Required Performance Outcomes/Outputs**.

(4) The ME implements a training program for its staff and the Network Provider staff. The

trainings assure that staff receives externally mandated and internal training. The ME may coordinate training or directly provide training to Network Provider staff.

(5) The ME will participate in the collaborative development and implementation of the working agreement with the Community Based Care and behavioral health Network Providers to ensure the integration of services and support within the community. The ME will support the development and implementation of the working agreement by providing an example of a policy working agreement, system of care information, data reporting requirements and technical assistance.

(6) The ME has the right to review the Network Provider's policies, procedures, and plans. Once reviewed by the ME, the policies and procedures may be amended provided that they conform to state and federal laws, the state Administrative Code, and federal regulations. Substantive amendments to submitted policies, procedures and plans must be provided to the ME within thirty (30) calendar days of adoption.

(7) The ME may request supporting documentation and review source documentation of units billed to the ME.

d. Managing Entity Determinations

The ME has exclusive authority to make the following determination(s) and to set the procedures that the Network Provider must follow in obtaining the required determination(s):

(1) Whether the Network Provider is meeting the terms and conditions of this contract, to include the documents that constitute this contract, any documents incorporated into any exhibit or attachment by reference, Program Description, policies and procedures and any documents incorporated herein by reference.

(2) The ME reserves the exclusive right to make certain determinations in these specifications. The absence of the ME setting forth a specific reservation of rights does not mean that all other areas of this contract are subject to mutual agreement. The ME reserves the right to make exclusively any and all determinations that it deems are necessary to protect the best interests of the State of Florida and the health, safety, and welfare of the individuals who are served by the ME either directly or through any one of its contracted Network Providers.

(3) In the event of any disputes regarding the eligibility of individuals served, the determination made by the ME is final and binding on all parties.

C. Method of Payment

Exhibit B, Method of Payment
Exhibit G, Covered Service Funding by OCA
Exhibit H, Funding Detail and Local Match
Monthly Payment Request (Incorporated by reference and available from the MEs Contract

Manager upon request)

D. Special Provisions

1. The Network Provider is expected to maintain its administration cost to **10.00%** or less for Fiscal Year 2024-2025 for SAMH services purchased under this contract. The cost savings must be reallocated to support the increase of direct services, improved access to quality care, promotion of service continuity, and the implementation and/or expansion in the use of evidence-based practices. The Network Provider's SAMH Projected Operating and Capital Budget must evidence the reduction and redistribution of the cost savings.

2. The ME contracts with Mobile Response Teams (MRT's) in both Miami-Dade and Monroe Counties. MRTs provide on-demand crisis intervention services in any setting in which a behavioral health crisis is occurring, including homes, schools and emergency rooms. MRTs are multi-disciplinary teams of behavioral health professionals and paraprofessionals with specialized crisis intervention and operations training. Mobile response services are available 24/7 with the ability to respond within 60 minutes. MRT staff triage calls in order to determine the level of severity and prioritize calls that meet the clinical threshold required for an in-person response. The primary goals of the MRTs is to lessen trauma, divert from emergency Departments or juvenile/criminal justice, and prevent unnecessary psychiatric hospitalizations. MRTs are designed to be accessible in the community at any time.

The Network Provider must provide the contact information for the Southern Region's Mobile Response Teams to parents and caregivers of children, adolescents, and young adults between the ages of 18 and 25, inclusive, who receive behavioral health services.

For Miami-Dade County the MRT Network Provider is **The Village South, Inc.**
The 24-Hour Crisis Hotline: 1-800-HELP-YOU (1-800-435-7968).
Website: WestCare Village South | Uplifting the Human Spirit

For Monroe County, the MRT Network Provider is **Guidance Care/Center, Inc.**
The 24-Hour Crisis Hotline is: (305) 434-7660, option #8.
Website: http://guidancecarecenter.org/

3. Acute Care Service Utilization Reporting for Public Receiving Facilities, Detoxification and Addiction Receiving Facilities:

(a) Network Providers contracted to provide acute care services must submit acute care data (bed availability) in real time, as mandated under Section 394.9082(10), Florida Statutes.
(b) Acute care data must be provided for every licensed bed, as listed by Agency for Healthcare Administration or the Florida Department of Children and Families' PLADS system, whether funded through this contract or not.
(c) The Network Provider must enter accurate and consistent data (all admissions and discharges) in Carisk.

The Acute Care reporting manual is found in the FASAMS DCF Pamphlet 155-2 Chapter 8, Acute Care Data and can be found at:

Managing Entities | Florida DCF (myflfamilies.com)

4. **Real-time Data Entry:**
When required by the Prime Contract, state and/or federal rules, regulations, or the ME's policies and procedures, the Network Provider must submit to the ME real-time data in Carisk, or other similar data structure, for services purchased by this contract. The Network Provider agrees to implement the new data reporting system(s) when notified and as directed by the ME.

5. **Waitlist Data Entry:**
The Network Provider must submit waitlist data information through upload or direct entry into Carisk, or other similar data structure for services purchased by this Contract, to ensure compliance with several Block Grant regulations. Waiting lists records are created for individuals who have received an assessment and a recommended service but who are unable to receive recommended service.

The Waiting List reporting manual is found in the FASAMS DCF Pamphlet 155-2 FASAMS Chapter 7, Waiting List and can be found at:

Managing Entities | Florida DCF (myflfamilies.com)

Failure to comply with the reporting requirements constitutes a lack of compliance with contract provisions. The Network Provider may be assessed financial consequences for failure to perform pursuant to section 8., of the Standard Contract.

6. **Purchase Firearms by Mentally Ill Persons pursuant to Chapter 790, Florida Statute, Weapons and Firearms – Applicable to Receiving and/or Treatment Facilities as defined in s. 394.455, Florida Statute (Baker Act and for Involuntary Treatment under the Marchman Act)**

Current law prohibits dealers from selling firearms to persons who have been adjudicated mentally defective or has been committed to a mental institution by a court or as provided in subsection 790.065 (2)(a)4.b., F.S., and as a result is prohibited by state or federal law from purchasing a firearm.

Subsection 790.065, F.S., provides conditions under which an individual who has been allowed to transfer to voluntary status in lieu of court-ordered involuntary commitment after being admitted for involuntary examination at a Baker Act receiving facility and is certified by an examining physician to be of imminent danger to himself of herself or others, may be prohibited from purchasing a firearm, and may not be eligible to apply for or retain a concealed weapon or firearms license.

Within 24 hours after the person's agreement to voluntary admission, a record of the finding, certification, notice, and written acknowledgement ("petition") must be filed by the administrator of the receiving or treatment facility, as defined in s. 394.455, F.S, with the clerk of the court for the county in which the involuntary examination occurred (790.065, (2) (a).4.c.(II) F.S). No fee may be charged for such filing.

7. Medication-Assisted Treatment Services

a. The Network Provider must discuss the option of medication-assisted treatment with individuals with opioid use disorders or alcohol use disorders.

b. For individuals with opioid use disorders, the Network Service Provider shall discuss medication-assisted treatment using FDA-approved medications including but not limited to methadone, buprenorphine-based products, and naltrexone.

c. For individuals with alcohol use disorders, the Network Service Provider shall discuss medication-assisted treatment using FDA-approved medications including but not limited to disulfiram, and acamprosate products.

d. The Network Provider must actively link individuals to medication-assisted treatment providers upon request of the individual served.

e. The Network Provider is prohibited from automatic discharges or discontinuing medications as a consequence of continued substance use or positive drug tests, unless the combination of substances used is medically contraindicated.

f. Access to Services: The Network Provider must not deny eligible individual from accessing its program or services based on the individual's current or past use of FDA-approved medications for the treatment of substance use disorders. Specifically, the Network Provider must ensure that:

i. The Network Provider's programs and services do not prevent the individual from participating in methadone treatment rendered in accordance with current federal and state methadone dispensing regulations from an Opioid Treatment Program when ordered by a physician who has evaluated the client and determined that methadone is an appropriate medication treatment for the individual's opioid use disorder;

ii. The Network Provider must permit the individual to access medications for FDA-approved medication-assisted treatment by prescription or office-based implantation if the medication is appropriately authorized through prescription by a licensed prescriber or provider;

iii. The Network Provider must permit continuation in medication-assisted treatment for as long as the prescriber or medication-assisted treatment provider determines that the medication is clinically beneficial; and

iv. The Network Provider must prohibit compelling an individual to no longer use medication-assisted treatment as part of the conditions of any program or services if stopping is inconsistent with a licensed prescriber's recommendation or valid prescription.

v. The Network Provider must prohibit caps or limits on the length of medication-assisted treatment, except for limits imposed by a documented lack of eligible public funds.

vi. The Network Provider is prohibited from requiring mandatory counseling participation requirements and mandatory self-help group participation requirements imposed as a condition of initiating or continuing medications that treat substance use disorders, except those established by methadone providers and applied to individuals on methadone pursuant to section 65D-30.014(2)(o) and section 65D-30.0142(q)2.a., Florida Administrative Code.

8. Prevention Services, if applicable:

a. The prevention services provided under this contract are to fund rigorous, effective, evidence-based, substance use prevention programs and strategies and promotion of wellness (positive mental health) services as part of the continuum of behavioral health care for individuals and their families. The strategies, activities, and services must be consistent with the local community ME-approved local Needs Assessment Logic Model (NALM) and the Comprehensive Community Action Plan (CCAP).

The Network Provider must work in collaboration with the funded ME Evaluation Entity, by participating in meetings and providing service data vital for the completion of a system-wide evaluation of the prevention services within the Strategic Prevention Framework.

The evaluation of the prevention system is expected to be the systematic collection and analysis of information about program activities, characteristics, and outcomes to reduce uncertainty, improve effectiveness, and assist in decision-making. The information gathered from the evaluation process will help the ME, the State and communities become more skillful and exact in describing what they plan to do, monitor what they are doing, and improve the prevention system of care. Evaluation results can and should be used to determine what efforts should be sustained and to assist in sustainability planning efforts. The ME will provide substantial input, in collaboration with the Network Provider and the Evaluation Entity, both in planning and implementation of the evaluation process and activities and will make recommendations regarding the continuance of the activities.

b. Data Submission in PBPS:

i. Upon submission of the monthly data, the Network Provider's Director of Prevention/Supervisor, must send an e-mail to the ME's Director of Prevention Services attesting that the data submitted has been reviewed and approved.

ii. Time spent in training activities, for up to twenty (20) hours, are considered Administrative Time. These twenty (20) hours are built into the negotiated unit rate in each of the prevention services listed in Exhibit G, Covered Service Funding by OCA. For additional hours spent in training, the Network Providers shall submit the data in PBPS as support time.

c. The Network Provider will accurately report the performance measures specified in **Attachment IV, Prevention Services Scope of Work** and **Attachment V, Prevention Services Scope of Work – State Opioid Response**.

d. Based on individual needs, the Network Provider must adhere to services as outlined in the approved Prevention Program Description, incorporated herein by reference and as set forth in **Attachment IV, Prevention Services Scope of Work and Attachment V, Prevention Services Scope of Work – State Opioid Response**, in addition to providing services from the list of approved covered services listed in **Exhibit G, Covered Service Funding by OCA**. Any change in the array of services must be justified in writing and submitted to the ME's Contract Manager for review and approval.

e. Prevention Scope of Work Revisions

The prevention scope(s) of work incorporated in this Contract as an Attachment(s) may be revised without a formal contract amendment following each Prevention Provider Quarterly Check-In meeting with the Network Provider.

Should revisions to the scope be required, the revised scope will be documented, saved in the contract file, and become binding. Following each quarterly meeting, the Network Provider will be responsible for submitting the changes to the revised Scope of Work no later than five business days after the scheduled quarterly meeting with the agreed upon changes. The revised scope will be submitted to the Prevention Department staff as well as the assigned Contract Manager and become part of the contract file. The ME will notify the Network Provider that the revised Scope of Work has been approved via email.

The Network Provider agrees to adhere to all revisions to the scope of work documented in the contract file. If revisions to the scope of work are deemed significant by either party, and/or if there are fiscal changes necessary, the parties agree to a formal contract amendment to this Contract.

9. Intern Registration Requirements pursuant to section 491.0045, F.S.

a. The Network Provider must monitor and ensure that an individual who has not satisfied the postgraduate or post-master's level experience requirements, as specified in s. 491.005(1)(c), (3)(c), or (4)(c), F.S., register as an intern in the profession for which he or she is seeking licensure before commencing the post-master's experience requirement or for an individual who intends to satisfy part of the required graduate-level practicum, internship, or field experience, outside the academic arena for any profession, the network provider must

monitor and ensure that the individual registers as an intern in the profession for which he or she is seeking licensure before commencing the practicum, internship, or field experience.

b. An intern registration is valid for five (5) years.

c. A registration issued on or before March 31, 2017, expires March 31, 2022, and may not be renewed or reissued. Any registration issued after March 31, 2017, expires 60 months after the date it is issued. The board may make a one-time exception to the requirements of the statute in emergency or hardship cases, as defined by board rule, if the candidate has passed the theory and practice examination described in s. 491.005(1)(d), (3)(d), and (4)(d), F.S.

d. An individual who has held a provisional license issued by the board may not apply for an intern registration in the same profession.

10. Incident Reports

a. 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 8., of the Standard Contract.

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.

b. 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)

11. Mandatory Reporting Requirements

a. 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:

1) A reportable incident is defined in CFOP 180-4, which can be obtained from the ME's Contract Manager.
2) 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.
3) 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.

b. 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.

12. Contracted Mental Health Network Providers must participate in the Department's aftercare referral process for formerly incarcerated individuals with severe and persistent mental illness or serious mental illness who are released to the community or who are determined to be in need of long-term hospitalization is required. Participation must be as specified in Children and Families Operating Procedure 155-47 (CFOP 155-47), Processing Referrals from the Department Of Corrections which can be obtained at: CFOP 155 Mental Health - Substance Abuse | Florida DCF (myflfamilies.com)and is incorporated herein by reference.

13. Health, Safety, and Physical Environment Requirements for Substance Abuse and Mental Health Levels 1, 2, and 3 Residential Treatment Facilities

Unless abridged by a court of law, the rights of individuals who are admitted into a residential treatment facility must be assured. Each residential treatment facility must be operated in a manner that protects the individual's rights, life, and physical safety while under the evaluation and treatment.

To avoid high risk situations such as suicide, death, serious injury, violence, and abuse of any individual the contracted residential treatment network provider must ensure that its facilities are safe and secure, for example, exposed plumbing pipes are to be covered to prevent individual access.

If for clinical reasons access to potentially dangerous grooming aids or other personal articles is contradicted for residents, staff must explain to the resident the conditions under which the articles may be used and must document the clinical rationale for these conditions in the resident's record. If clinically indicated, personal articles of residents may be kept under lock and key by staff. Such actions must be reviewed weekly for effectiveness and continued need.

14. Involuntary Commitment, Placements, Services, Treatment

a. Mental Health Services Provider: The Network Provider agrees to provide services to persons who have been court ordered into involuntary outpatient services in accordance with section 394.4655, F.S., court ordered into involuntary inpatient placements as defined in section 394.467, F.S., and court ordered for involuntary examination under 394.463, F.S.

b. Substance Use Services Provider: The Network Provider agrees to provide services to persons who have been court ordered into involuntary assessment and stabilization under section 397.6818, F.S., and/or court ordered into an involuntary substance use treatment under section 397.6957, F.S. It is the Network Provider's responsibility to be familiar with and ensure that the requirement's regarding involuntary admissions are followed pursuant to, including but not limited to ss. 397.6751, F.S.

15. Federal Block Grant Requirements

(a) A Network Provider that receives federal block grant funds from the Substance Abuse Prevention and Treatment or Community Mental Health Block Grants agrees to comply with Subparts I and II of Part B of Title XIX of the Public Health Service Act, s. 42 U.S.C. 300x-21 et seq. (as approved 06/24/2021) and the Health and Human Services (HHS) Block Grant regulations (45 C.F.R. Part 96).

(b) A Network Provider that receives funding from the SAPTBG certifies compliance with all of the requirements of the Substance Abuse and Mental Health Services Administration (SAMHSA) Charitable Choice provisions and the implementing regulations of 42 C.F.R. s. 54a.

(c) A Network Provider that receives block grant funding must monitor its compliance with block grant requirements and activities.

(d) The Network Provider must comply with ME, state and federal requests for information related to the SAPT and CMHS block grants.

(e) None of the funds provided under the following grants may be used to pay the salary of an individual at a rate in excess of Level II of the Executive Schedule: Block Grants for Community Mental Health Services, Substance Abuse Prevention and Treatment Block Grant, Projects for Assistance in Transition from Homelessness, Project Launch, Florida Youth Transition to Adulthood; and Florida Children's Mental Health System of Care Expansion Implementation Project.

(f) As applicable, the Network Provider must comply with the requirements set forth in 45 C.F.R. Subpart L – Substance Abuse Prevention and Treatment Block Grant and with the requirements of 42 C.F.R. Part 2.

(g) A Network Provider that receives SAPT block grant funding for the purpose of primary prevention of substance use, must comply with 45 C.F.R. s. 96.125.

(h) Behavioral health services must be provided to persons pursuant to s. 394.674, F.S., including those individuals who have been identified as requiring priority by state or federal law. The identified priority populations are found in **Exhibit A, Individuals/Participants to be Served**, however persons in categories (i) and (ii) below are specifically identified as persons to be given immediate priority over those in any other categories. These individuals may not be placed on a wait list without receiving interim services within the required timeframes.

(i) Pursuant to 45 C.F.R. s. 96.131, priority admission to pregnant women by Network Service Providers receiving SAPT Block Grant funding. If the clinically appropriate services cannot be provided for the pregnant woman, interim services, not later than forty (48) hours after the woman seeks treatment services, must be provided pursuant to 45 C.F.R. s. 96.123;

(ii) Pursuant to 45 C.F.R. s. 96.126 (b), (1) and (2), adherence with the requirement to provide interim services for injection drug users by Network Service Providers receiving SAPT Block Grant funding and until the clinically appropriate level of treatment can be provided to the individual as follows:

45 C.F.R. s. 96.126 (b), (1)- (2) Capacity of treatment for intravenous substance abusers and any other requirement.

(1) *14 days after making the request for admission to such a program; or*

(2) *120 days after the date of such request, if no such program has the capacity to admit the individual on the date of such request and if interim services, including referral for prenatal care, are made available to the individual not later than 48 hours after such request.*

(i) In accordance with 45 C.F.R. s. 96.131 (a) and (b), the Network Provider that receive Block Grant funds and that serve injection drug users must publicize the following notice: "This program receives federal Substance Abuse Prevention and Treatment Block Grant funds and serves people who inject drugs. This program is therefore federally required to give preference in admitting people into treatment as follows: 1. Pregnant injecting drug users; 2. Pregnant drug users; 3. People who inject drugs; and 4. All others."

(j) Pursuant to 45 CFR s. 96.123(a)(7) and s. 96.132(b), the Network Provider that receives block grant treatment or prevention funds (or both, as the case may be) shall ensure that continuing education in such services are available to the employees who provide such services or activities, and this must be documented to demonstrate the provision of said education.

(k) Outreach Services to Injection Drug Users: The Network Provider must carry out outreach activities to encourage injection drug users in need of treatment to undergo such treatment pursuant to the requirements in 45 C.F.R. s. 96.126(e)., The Network Provider must document the services to demonstrate the provision of these services per the documentation requirements for Outreach services specified in Rule 65E-14, F.A.C.

(l) The Network Provider must ensure compliance with 45 C.F.R. Subpart C – Financial Management.

(m) Only if such services are purchased through this contract is the Network Provider responsible for complying with the reporting requirements outlined in Exhibit AB, Substance Abuse Prevention and Treatment Block Grant (SAPTBG) Early Intervention Funded Services for Human Immunodeficiency Virus (HIV) by the dates and to the individual(s) listed in Exhibit C, Required Reports. Subject to other applicable state and/or federal requirements, the ME may require additional reports from the Network Provider.

(n) Only if such services are purchased through this contract is the Network Provider responsible for complying with the for SAPTBG set-aside funded services for pregnant women and women with dependent children services, SAPTBG set-aside funded services for HIV Early Intervention Programs and the SAPTBG set-aside funds for Evidenced-based Outreach Services to Injection Drug Users as outlined in **Exhibit C, Required Reports**.

(o) Pursuant to 45 CFR s. 95.127, the Network Provider shall ensure the provision of tuberculosis services, in compliance with Ch. 65D-30.004(9). F.A.C

(p) The Network Provider must use SAPTBG funds provided under this contract to support both substance abuse treatment services and appropriate co-occurring disorder treatment services for individuals with a co-occurring mental disorder only if the funds allocated are used to support substance abuse prevention and treatment services and are tracked to the specific substance abuse activity as listed in Exhibit G, Covered Service Funding by OCA.

(q) The Network Provider is required to participate in the peer-based fidelity assessment process to assess the quality, appropriateness, and efficacy of treatment services provided to individuals under this contract pursuant to 45 C.F.R. 96.136.

(13) The Network Provider shall ensure that block grant funding is not expended on the restricted activities pursuant to 45 CFR s. 96.135, 42 U.S.C. s. 300x-5, and 42 U.S.C. s.300x-31. Restricted activities include, but are not necessarily limited to, the following. Network Providers may consult the ME for technical assistance to address allowability of specific cases before subcontracting.

(a) The CMHS block grant and the SAPT block grant may not be used to:

i. Provide inpatient hospital services;
ii. Fund the enforcement of alcohol, tobacco, or drug laws;
iii. Make cash payments to intended recipients of health services;
iv. Purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment;

v. Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds; or
vi. Provide financial assistance to any entity other than a public or nonprofit private entity.

(b) Primary prevention set-aside funds from the SAPT block grant may not be used to:
i. Provide Screening, Brief Intervention, and Referral to Treatment (SBIRT) programs; or
ii. Provide Mental Health First Aid or Crisis Intervention Training programs.

(c) The CMHS block grant funds may be used to provide mental health treatment services to adults with serious mental illness and children with serious emotional disturbance within jails, prisons, and forensic settings, as long as these services are provided by programs that also treat the nonincarcerated community at-large and provide continuity of care through discharge planning and case management.

(d) The SAPT block grant may not be used to provide any services within prisons or jails.

(r) SAMHSA grant funds may not be used to purchase, prescribe, or provide marijuana or treatment using marijuana.

16. The Network Provider agrees to maximize the use of state residents, state products, and other Florida-based businesses in fulfilling their contractual duties under this contract.

17. Option for Increased Services

The Network Provider acknowledges and agrees that the contract may be amended to include additional, negotiated, services as deemed necessary by the ME. Additional services can only be increased if the Network Provider demonstrates competence in the provision of contractual services and meets whatever criteria are established by the ME from time to time. The ME in its sole discretion must determine at what time and to which Network Provider and what amounts are to be given to Network Providers for additional services.

18. Sliding Fee Scale

The Network Provider must develop a sliding fee scale, that is updated annually, in conjunction with the Federal Poverty Guidelines and applies to individuals receiving services that are paid for by state, federal, or local matching funds. The Network Provider shall make a determination of ability to pay in accordance with the sliding fee scale for all individuals seeking substance abuse or mental health services in accordance with Rule 65E-14.018, F.A.C. Payment of fees shall not be a pre-requisite to treatment or the receipt of services.

19. Travel and Transportation

The Network Provider agrees to comply with the provisions of chapter 427, F.S., Part I, Transportation Services, and Chapter 41-2, F.A.C., Commission for the Transportation Disadvantaged, if public funds provided under this contract will be used to transport individuals served. The Network Provider agrees

to comply with the provisions of Children and Families Operating Procedures 40-1 (CFOP 40-1), Official Travel of DCF Employees and Non-Employees, effective February 19, 2009, or the latest revision thereof, if public funds provided under this contract will be used to purchase vehicles which will be used to transport individuals served.

20. National Provider Identifier (NPI)

a. All Network Providers must obtain and use an NPI, a HIPAA standard unique health identifier for health care providers.

b. An application for an NPI may be submitted online at:
https://hmsa.com/portal/provider/zav_pel.ph.NAT.500.htm

c. Additional information can be obtained from one of the following websites:

(1) The National Plan and Provider Enumeration System (NPPES) located at:
HOME PAGE/ SIGN IN PAGE — NPPES Documentation (hhs.gov)

(2) The CMS NPI located at:
https://www.cms.gov/Regulations-and-Guidance/Administrative-Simplification/NationalProvIdentStand/

21. Ethical Conduct

The Network Provider understands that performance under this contract involves the expenditure of public funds from both the state and federal governments, and that the acceptance of such funds obligates the Network Provider to perform its services in accordance with the very highest standards of ethical conduct. No employee, director, officer, agent of the Network Provider must engage in any business, financial or legal relationships that undermine the public trust, whether the conduct is unethical, or lends itself to the appearance of ethical impropriety. Network Providers' directors, officers or employees must not participate in any matter that would inure to their special gain and must recuse themselves accordingly. Public funds may not be used for purposes of lobbying, or for political contributions, or for any expense related to such activities, pursuant to Section 12., of the Standard Contract of this contract. The Network Provider understands that the ME contracts with the Department, and as a subcontractor, recognizes that the Department is a public agency which is mandated to conduct business in the sunshine, pursuant to section 286.011, F.S., and chapter 119, Florida Law, and that all issues relating to the business of the Department, the ME and the Network Provider are public record and subject to full disclosure. The Network Provider understands that attempting to exercise undue influence on the ME, the Department and its employees to allow deviation or variance from the terms of this contract other than a negotiated, publicly disclosed amendment, is prohibited by the State of Florida, pursuant to section 286.011, F.S. The Network Provider's conduct is subject to all state and federal laws governing the conduct of entities engaged in the business of providing services with government funds.

22. Information Technology Resources

If applicable, the Network Providers must receive written approval from the ME prior to purchasing any

Information Technology Resource (ITR) with contract funds. The Contract Manager is responsible for serving as the liaison between the Network Provider and the ME during the completion of the process as instructed by the Contract Manager. The Network Provider will not be reimbursed for any ITR purchases made prior to obtaining the ME's written approval.

23. Programmatic, Fiscal & Contractual Contract File References

All of the documentation submitted by the Network Provider which may include, but not be limited to the Network Provider's original proposal, Program Descriptions, SAMH Projected Operating and Capital Budget, Agency Capacity Report, are herein incorporated by reference for programmatic, contractual and fiscal assurances of service provision. These referenced contractual documents will be part of the Contract Manager's file. Documents incorporated by reference in this contract are available in the ME Contract Manager's file.

24. Employee Loans

Funds provided by the ME to the Network Provider under this contract must not be used by the Network Provider to make loans to their employees, officers, directors and/or subcontractors. Violation of this provision is considered a breach of contract and this contract will be terminated in accordance with **Section 10**., of the Standard Contract. A loan is defined as any advancement of money for which the repayment period extends beyond the next scheduled pay period.

25. Travel

The Network Provider's internal procedures will assure that: travel voucher Form DFS-AA-15, State of Florida Voucher for Reimbursement of Traveling Expenses, incorporated herein by reference, be utilized completed and maintained on file by the Network Provider. Original receipts for expenses incurred during officially authorized travel, items such as car rental and air transportation, parking and lodging, tolls and fares, must be maintained on file by the Network Provider. Section 287.058 (1) (b) F.S., requires that bills for any travel expense must be maintained in accordance with Section 112.061, F.S. governing payments for traveling expenses. CFOP 40-1 (Official Travel of State Employees and Non-Employees) provides further explanation, clarification, and instruction regarding the reimbursement of traveling expenses necessarily incurred during the performance of business.

The Network Provider must retain on file documentation of all travel expenses to include the following data elements: name of the traveler, dates of travel, travel destination, purpose of travel, hours of departure and return, per diem or meals allowance, map mileage, incidental expenses, signature of payee and payee's supervisor.

26. Property and Title to Vehicles

a. Property

(1) Equipment, pursuant to Rule 65E-14, F.A.C., means fixtures and other tangible personal property of a non-consumable and nonexpendable nature, the value of which is $1,000 or more and the normal expected life of which is one year or more, and hardback-covered bound books that are circulated to students or the general public, the value or cost of which is $25 or more, and hardback-

covered bound books, the value or cost of which is $250 or more. Equipment also includes intangible data processing applications and/or computer software, regardless of its value. The value of donated equipment shall be based upon the item's market value at the time of donation. Motor vehicles include any automobile, truck, airplane, boat or other mobile equipment used for transporting persons or cargo.

(2) When state property will be assigned to a provider for use in performance of a contract, the title for that property or vehicle must be immediately transferred to the Network Provider where it must remain until this contract is terminated or until other disposition instructions are furnished by the ME's Contract Manager. When property is transferred to the Network Provider, the Department must pay for the title transfer. The Network Provider's responsibility starts when the fully accounted for property or vehicle is assigned to and accepted by the Network Provider. Business arrangements made between the Network Provider and its subcontractors must not permit the transfer of title of state property to subcontractors. While such business arrangements may provide for subcontractor participation in the use and maintenance of the property under their control, the ME must hold the Network Provider solely responsible for the use and condition of said property. Network Provider inventories must be conducted in accordance with CFOP 80-2.

(3) If any property is purchased by the provider with funds provided by this contract, the Network Provider must inventory all nonexpendable property including all computers. A copy of which must be submitted to the along with the expenditure report for the period in which it was purchased. At least annually, the provider must submit a complete inventory of all such property to the ME whether new purchases have been made or not.

(4) The Network Provider must complete and submit the Provider Tangible Property Inventory Form – Template 1, available at the following link: Managing Entities | Florida DCF (myflfamilies.com). If the property is an automobile, the VIN and certificate number; acquisition date, original acquisition cost, funding source, information needed to calculate the federal and/or state share of its cost.

(5) The ME's Contract Manager must provide disposition instructions to the Network Provider prior to the end of the contract period. The Network Provider cannot dispose of any property that reverts to the ME or Department without the Contract Manager's approval. The Network Provider must furnish a Closeout Inventory Form no later than 30 days before the completion or termination of this contract. The Closeout Inventory Form must include all nonexpendable property including all computers purchased by the Network Provider. The Closeout Inventory Form must contain, at a minimum, the same information required by the annual inventory.

(6) The Network Provider hereby agrees that all inventories required by this contract must be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value must be agreed upon by both the Network Provider and the ME and must be used in place of the original acquisition cost.

(7) Title (ownership) to and possession of all property purchased by the Network Provider pursuant to this contract must be vested in the ME upon completion or termination of this contract. During the term of this contract, the Network Provider is responsible for insuring all property purchased by or transferred to the Network Provider is in good working order. The Network Provider hereby agrees to pay the cost of transferring title to and possession of any property for

which ownership is evidenced by a certificate of title. The Network Provider must be responsible for repaying to the ME the replacement cost of any property inventoried and not transferred to the ME upon completion or termination of this contract. When property transfers from the Network Provider to the ME, the Network Provider must be responsible for paying for the title transfer.

(8) If the Network Provider replaces or disposes of property purchased by the Network Provider pursuant to this Contract, the Network Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Network Provider's annual inventory.

(9) The Network Provider hereby agrees to indemnify the ME and the Department against any claim or loss arising out of the Network Provider's operations of any motor vehicle purchased by or transferred to the Network Provider pursuant to this contract.

(10) A formal contract amendment is required prior to the purchase of any property item not specifically listed in the approved contract budget.

b. Title to Vehicles

(1) Title (ownership) to, and possession of, all vehicles acquired with funds from this contract must be vested in the ME upon completion or termination of the contract. The Network Provider will retain custody and control during the contract period, including extensions and renewals.

(2) During the term of this contract, title to vehicles furnished by the state or acquired at the direction of the state (using state or federal funds) must not be vested in the Network Provider. Subcontractors must not be assigned or transferred title to these vehicles. The Network Provider hereby agrees to indemnify the ME or the Department against any claim or loss arising out of the operations of any motor vehicle purchased by or transferred to the provider pursuant to this contract.

27. National Voter Registration Act (NVRA) of 1993

a. The Network Provider must comply with the National Voter Registration Act (NVRA) of 1993, Pub. L. 103-31 (1993), ss. 97.021 and 97.058, F.S., and ch. 1S-2.048, F.A.C., in accordance with Guidance 25 – National Voter Registration Act Guidance, incorporated herein by reference;

b. As a Voter Registration Agency, the Network Provider must designate a Voting Registration Activities Coordinator and provide the contact information of the Coordinator by the date and to the individual(s) identified in **Exhibit C, Required Reports**. The Network Provider must notify the ME's Contract Manager, in writing within (10) calendar days of staffing changes regarding this position.

c. As a Voter Registration Agency, the Network Provider must provide individuals seeking services and/or individuals served with an opportunity at admission or when they change their address, to either register or update their voter registration. The National Voter Registration Act Preference Form/Application are DS-DE77-ENG and DS-DE77-SPN, are available at the link

provided in paragraph f., below

d. The Network Provider must submit a NVRA Voter Registration Agencies Quarterly Activities Report Form, DS-DE131, by the dates and to the individual(s) identified in **Exhibit C, Required Reports**. The Quarterly Activity Report Form is available at the link provided in paragraph f., below.

e. Any person aggrieved by a violation of either the National Voter Registration Act or a voter registration or removal procedure under the Florida Election Code may file a written complaint with the Department of State by completing and submitting the NVRA Complaint Form (DS-DE 18).

f. The Department of State has published all form referenced herein, along with online training and additional guidance to implement NVRA at:

http://dos.myflorida.com/elections/for-voters/voter-registration/national-voter-registration-act/

28. Special Insurance Provisions

a. The Network Provider must notify the ME Contract Manager within thirty **(30)** calendar days if there is a modification to the terms of insurance including but not limited to, cancellation or modification to policy limits.

b. 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.

c. The Network Provider must obtain and provide proof to the ME's Contract Manager 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.

d. 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 contract, the Network Provider must obtain and provide proof to the Department and 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.

e. 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 and the Department 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.

f. The ME and the Department 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.

g. 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 and the Department 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 and the Department as an additional insured or a form of additional insured endorsement that is acceptable to the ME and the Department in the reasonable exercise of its judgment.

h. The requirements of this section must be in addition to, and not in replacement of, the requirements of Section 24., Insurance, of the Standard Contract but in the event of any inconsistency between the requirements of this section and the requirements of the Standard Contract, the provisions of this section must prevail and control.

i. 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.

29. Florida Opioid Settlement Funds – Applicable to the following OCA's: MSOHB, MSONQ, MSOPR, MSOCR and MSOTR.

Receipt of Opioid Settlement funds is an express acknowledgement of the obligation to report data on services funded by the Settlement. Recipients shall provide data to the Department of Children and Families (Department) through the Opioid Data Management System (ODMS) as prescribed by the Department. Opioid Settlement funding is contingent upon satisfactory data reporting.

E. List of Exhibits

The Network Provider agrees to comply with the requirements contained in the exhibits listed below. The following exhibits, or the latest revisions thereof, are incorporated in and made a part of the contract.

1. **Exhibit A, Clients/Participants to be Served**
2. **Exhibit B, Method of Payment**
3. **Exhibit C, Required Reports**
4. **Exhibit D, Substance Abuse and Mental Health Required Performance Outcomes and Outputs**
5. **Exhibit F, State and Federal Laws, Rules and Regulations**
6. **Exhibit G, Covered Service Funding by OCA**
7. **Exhibit H, Funding Detail & Local Match Plan**
8. **Exhibit I, Motivational Support (MSP) Provider Protocols**
9. **Exhibit J, Child Welfare Specialty Program**
10. **Exhibit L, Assisted Living Facilities with Limited Mental Health License**
11. **Exhibit N, Special Provisions for the Indigent Drug Program**
12. **Exhibit V, Forensic Services**
13. **Exhibit X, Special Provisions for Projects for Assistance in Transition from Homelessness (PATH) Services**
14. **Exhibit AA, Motivational Support Specialist**
15. **Exhibit AC, Care Coordination Report Narrative and Chart**
16. **Exhibit AI, Family Intensive Treatment Team - Scope of Work**
17. **Exhibit AJ, Community Action Team**
18. **Exhibit AM, Return on Investment -Special Appropriations Projects for Fiscal Year 2024-25**
19. **Exhibit AN, Supplemental Security Income/Social Security Insurance (SSI/SSDI) Outreach, Access, and Recovery (SOAR)**
20. **Exhibit AO, Peer Services**
21. **Exhibit AP, Mental Health Case Management**
22. **Exhibit AS, Central Receiving Facility**
23. **Exhibit AV, Transitional Voucher Program**
24. **Exhibit AX, CRISIS STABILIZATION UNIT (CSU) LONG-ACTIBIN INJECTABLE TREN REPORT**
25. **Exhibit AY, Mobile Response Team of Monroe County**
26. **Exhibit AZ, Mental Health Clubhouse Services - Supported Employment**
27. **Exhibit BD, State Opioid Response Discretionary Grant Services Medication Assisted Treatment Services for Opioid Use Disorders and Evidence Based Treatment to Address Stimulant Misuse and Use Disorders**
28. **Exhibit BE, Tele-Behavioral Health Services**
29. **Exhibit BH, Recovery Management Practices**

EXHIBIT A
Individuals /Participants to be Served

A. GENERAL DESCRIPTION

The Network Provider must provide services funded by this contract to the target population(s) checked below:

Non-Prevention	Prevention
☒ Adult Mental Health-Severe & Persistent Mental Illness	☒ Adult Substance Abuse
☒ Adult Mental Health-Serious & Acute Episodes of Mental Illness	☒ Children's Substance Abuse
☒ Adult Mental Health-Mental Health Problems	☒ Substance Abuse Community Coalition
☒ Adult Mental Health-Forensic Involvement	
☒ Children's Mental Health-Serious Emotional Disturbances	
☒ Children's Mental Health-Emotional Disturbances	
☒ Children's Mental Health-At Risk of Emotional Disturbances	
☒ Adult Substance Abuse	
☒ Children's Substance Abuse	

B. INDIVIDUAL SERVED/PARTICIPANT ELIGIBILITY

1. The Network Provider agrees that all individuals meeting the target population descriptions in the table above are eligible for services based on the availability of resources. To be eligible to receive substance abuse and mental health services funded by the Department, an individual must be indigent, uninsured, or underinsured and meet at least one of the target populations in s. 394.674, Florida Statutes.

   Link to s. 394.674, Florida Statute:
   http://www.leg.state.fl.us/STATUTES/index.cfm?App_mode=Display_Statute&URL=0300-0399/0394/0394.html

2. Behavioral Health services must be provided to individuals pursuant to s. 394.674, F.S., including those individuals who have been identified as requiring priority by state or federal law. These identified priorities include, but are not limited to, the categories in sections (a) through (j), below. Individuals in categories (a) and (b) are specifically identified as individuals to be given immediate priority over those in any other sections.

   a. Pursuant to 45 C.F.R. s. 96.131, priority admission to pregnant women and women with dependent children by Network Providers receiving SAPT Block Grant funding;
   b. Pursuant to 45 C.F.R. s. 96.126, compliance with interim services, for injection drug users, by Network Providers receiving SAPT Block Grant funding and treating injection drug users;
   c. Priority for services to families with children that have been determined to require substance abuse and mental health services by child protective investigators and also meet the target populations in subsections (a) or (b), above. Such priority

must be limited to individuals that are not enrolled in Medicaid or another insurance program, or require services that are not paid by another payor source:

(1) Parents or caregivers in need of adult mental health services pursuant to s. 394.674(1)(a)2., F.S., based upon the emotional crisis experienced from the potential removal of children; and
(2) Parents or caregivers in need of adult substance abuse services pursuant to s. 394.674(1)(c)3., F.S., based on the risk to the children due to a substance use disorder.

d. Individuals who reside in civil and forensic state Mental Health Treatment Facilities and individuals who are at risk of being admitted into a civil or forensic State Mental Health Treatment Facility;
e. Individuals who are voluntarily admitted, involuntarily examined, or placed under Part I, Chapter 394, F.S.;
f. Individuals who are involuntarily admitted under Part V, Chapter 397, F.S.;
g. Residents of assisted living facilities as required in ss. 394.4574 and 429.075, F.S.;
h. Children referred for residential placement in compliance with Ch. 65E-9.008, F.A.C.;
i. Inmates approaching the End of Sentence pursuant to Children and Families Operating Procedure (CFOP) 155-47, "Processing Referrals from the Department of Corrections," and
j. In the event of a Presidential Major Disaster Declaration, Crisis Counseling Program (CCP) services must be contracted for according to the terms and conditions of any CCP grant award approved by representatives of the Federal Emergency Management Agency (FEMA) and the Substance Abuse and Mental Health Services Administration (SAMHSA).

3. Mental health crisis intervention and crisis stabilization facility services, and substance abuse detoxification and addiction receiving facility services, must be provided to all individuals meeting the criteria for admission, subject to the availability of beds and/or funds.

C. INDIVIDUAL/PARTICIPANTS DETERMINATION

1. Determination for eligibility for services for individuals seeking and receiving services funded under this Contract is the responsibility of the Network Provider subject to the provision of Section C. 5, below. The Network Provider must adhere to the eligibility requirements as specified in **Exhibit F, SAMH Programmatic State and Federal Laws, Rules, and Regulations**. The ME reserves the right to review the Network Provider's determination of eligibility and override the determination of the Network Provider. When this occurs the Network Provider will immediately provide services to the individual until such time the individual completes his/her treatment, voluntarily leaves the program, or the ME's decision is overturned as a result of the dispute resolution.

2. In no circumstances must an individual's county of residence be a factor that denies access to service. Authorized services must only be provided within the serviced area(s) outlined in Attachment I, Section A.2.c.(2), subject to the availability of funds.

3. In the event of a dispute regarding an individual's eligibility for services and/or placement into the appropriate level of care, the dispute must not preclude the Network Provider from

providing the services to eligible individuals until the dispute is resolved. The dispute resolution process is described in Paragraph 49. of the Standard Contract.

4. Participant eligibility (Direct Prevention) and target population eligibility (Community Prevention) must also be based upon the community action plan or on the relevant epidemiology data.

5. The Department, in accordance with state law, is exclusively responsible for defining Individuals Served for services provided through this Contract. In the event of a dispute, the determination made by the Department is final and binding on all parties.

D. CONTRACT LIMITS

1. The Network Provider is not authorized to bill the ME for more units than can be purchased with the amount of funds specified in **Exhibit G, Covered Service Funding by OCA**, subject to the availability of funds. An exception is granted at the end of the contract term, when the ME at its sole discretion may pay, subject to the availability of funds, the Network Provider for "Uncompensated Units Reimbursement Funds", in whole or in part, or not at all, for Exemplary Performance by the Network Provider. Exemplary Performance will be determined by the Network Provider delivering and billing for services in excess of those units of service the ME will be required to pay. The ME's obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature and the Contract between the ME and the Department.

2. The Network Provider agrees that funds provided in this contract will not be used to serve individuals outside the target population(s) specified in the paragraph above. NOTE: Prevention funds allocated to underage drinking programs and activities targeting eighteen (18) to twenty (20) year old individuals may be taken from Adult Substance Abuse Prevention funds.

3. The provision of services required under this contract are limited to eligible residents, children and adults receiving authorized services within the counties outlined in Attachment I, Section A. 2. c. (2) and limited by the availability of funds.

4. The Network Provider may not authorize or incur indebtedness on behalf of the ME or the Department.

EXHIBIT B

METHOD OF PAYMENT

1. PAYMENT CLAUSES

This is a hybrid Fee-for-Service, Case Rate, Capitation Rate, method of payment contract.

a. Fee-for-Service: This is a Fee-for-Service contract, paid in accordance with subsection 65E-14.021(2), F.A.C. The unit prices for the covered services purchased under this contract are listed in **Exhibit G, Covered Service Funding by OCA**. The ME may pay the Network Provider for the delivery of service units provided in accordance with the terms and conditions of this contract for a total dollar amount not to exceed **$9,535,852.00**, subject to the availability of funds and satisfactory performance of all terms by the Network Provider.

b. Case Rate: This contract purchases **Child Welfare Specialty Program** services and is reimbursed by the ME using a Case Rate in accordance with subsection 65E-14.021(2), F.A.C. The ME shall pay the Network Provider for the delivery of services provided in accordance with the service delivery described in the approved Program Description, incorporated herein by reference, and terms and conditions of this contract for a total dollar amount not to exceed **$50,000.00**, subject to the availability of funds. The approved Case Rate is listed in **Exhibit G, Covered Services Funding by OCA under OCA MS011**

c. Capitation Rate: This contract purchases **Community Action Team** services and is reimbursed by the ME using a Capitation Rate in accordance with subsection 65E-14.021(2), F.A.C. The ME shall pay the Network Provider for the delivery of services provided in accordance with the service delivery described in the approved Program Description, incorporated herein by reference, and terms and conditions of this contract for a total dollar amount not to exceed **$750,000.00,** subject to the availability of funds. The Capitation Rate is listed in **Exhibit G, Covered Services Funding by OCA under OCA MHCAT.**

d. Cost Reimbursement: The ME shall reimburse the Network Provider for allowable expenditures incurred pursuant to the terms of this contract and the terms in Exhibit M-1, Services to be Provided, for a total dollar amount not to exceed **($0.00)**, subject to the availability of funds and Exhibit M-2, Line Item Operating Budget.

e. The total contract amount for services purchased through this contract is **$10,335,852.00** of the total Contract amount, the ME will be required to pay **$8,613,210.00** subject to the delivery and appropriate billing for services. The remaining amount of **$1,722,642.00** represents "Uncompensated Units Reimbursement Funds", which the ME, at its sole discretion and subject to the availability of funds, may pay to the Network Provider, in whole or in part, or not at all, for Exemplary Performance by the Network Provider. Exemplary Performance will be demonstrated by the Network Provider's service delivery and billing for those services in excess of those units of service the ME will be required to pay. The ME's obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature and the Contract between the ME and the Department. Any costs or services eligible to be paid for under any other contract or from any other source are not eligible for payment under this Contract.

2. GROUP SERVICES

Aftercare, Intervention, Outpatient, and Recovery Support Services (Substance Abuse) are eligible for special group rates. Group services shall be billed based on a direct staff hour, at 25% of the contract's established rate for the individual services for the same covered service. Excluding Outpatient, total hourly reimbursement for group services shall not exceed the charges for fifteen (15) individuals per group. Group size limitations outlined in the current Medicaid Handbook apply to Outpatient group services funded under this contract.

3. FLEXIBILITY

Unless otherwise notified in writing by the ME, the Network Provider is authorized to use the funds within each Other Cost Accumulator ("OCA"), and for the approved covered services within that OCA as listed **in Exhibit G, Covered Services Funding by OCA**, with 100% flexibility without the need for an amendment to this contract.

4. LOCAL MATCH REQUIREMENT

a. Pursuant to s. 394.76(3), Florida Statutes (F.S.), the Network Provider agrees to provide local matching funds in the amount of **$1,419,119.00** as indicated in **Exhibit H, Funding Detail and Local Match Plan**.

b. Should the Network Provider receive any funding from the *"Uncompensated Units Reimbursement Funds"*, then the amount of Local Match Plan as it appears on **Exhibit H, Funding Detail**, will automatically change, utilizing the following formula:

The additional match required on the uncompensated units = Uncompensated Substance Abuse Services X 16.67% + Uncompensated Mental Health Services that is not exempt from local match requirements X 33.33%. *

*The following MH services are exempt from the local match requirement

i. Deinstitutionalization Projects

Case Management
Intensive Case Management
Residential Services I-IV
Supported Housing/Living
Short Term Residential Treatment (not exempt if funded by Baker Act funds or operated by a public receiving facility)
FACT Teams

ii. CMH Programs (100435 Category & 102780 (PRTS) Category) that are not grant funded.

5. CORRECTIVE ACTION PLANS

In accordance with the provisions of s. 402.73(1), F.S., and Rule 65-29.001, Florida Administrative Code (F.A.C.), corrective action plans may be required for noncompliance, nonperformance, or unacceptable

performance under this contract. Penalties may be imposed, to include contract termination in whole or in part, for failures to implement or to make acceptable progress on such corrective action plans.

6. REDUCTION OR WITHOLDING OF FUNDS

a. The ME may reduce or withhold funds pursuant to Rule 65-29.001, F.A.C., if the Network Provider fails to comply with the terms of the contract and/or fails to submit client reports and/or data as required in DCF PAM 155-2, Rule 65E-14, F.A.C. and by the due dates listed on **Exhibit C, Required Reports.**

b. The ME's decision to reduce or withhold funds will be submitted to the Network Provider in writing. The written notice will specify the manner in which the Network Provider has failed to comply with the terms of the contract. When, and if, compliance is achieved, the withheld funds will be disbursed to the Network Provider.

7. CLOSURE OR SUSPENSION OF SERVICES

If the Network Provider closes or suspends the provision of services funded by this contract, the Network Provider agrees to notify the ME in writing thirty (30) calendar days prior to their intent to close, suspend or end service(s). If the Network Provider fails to notify the ME, the Network Provider hereby agrees not to request payment for services provided in prior months if the actual number of services in the month for which payment is being requested is less than twenty-five percent (25%) of the prorated amount of services by covered service as given on **Exhibit G, Covered Service Funding by OCA**, or twenty-five percent (25%) of the prorated share of the amount of funding as specified on **Exhibit G, Covered Service Funding by OCA**.

8. PURCHASE OF ADDITONAL SERVICES

The ME in its sole discretion and subject to funding availability, may purchase from any Network Provider prior to the end of the contract period any service units provided at any time during the term of the contract.

9. ADDITIONAL RELEASE OF FUNDS

At its sole discretion, the ME may approve the release of more than the monthly prorated amount when the Network Provider submits a written request justifying the release of additional funds, if funds are available and services have been provided.

10. THIRD PARTY BILLING

a. For the purposes of payment, the Department nor the ME shall be considered a liable third-party payer for Medicaid or other publicly funded benefits assistance program. A Medicaid enrolled Network Provider shall not bill the ME for Medicaid covered services provided to a Medicaid eligible recipient. The Network Providers shall not bill the ME for:

i. Any Covered Service that is partially compensated by Medicaid, or another publicly funded benefits program source. This shall include any difference in a network provider's rate for a Covered Service and any discount or contracted rate payable by another source, or

ii. An individual's share of service cost, when that cost is reimbursable by Medicaid, or another publicly funded benefits program.

Nothing in this section shall be construed to prevent payment for Covered Services that are not covered by Medicaid or another publicly funded benefits assistance program or provided to an individual who has depleted other fund sources.

b. Department funds may not reimburse services provided to:

i. Individuals who have third party insurance coverage when the services provided are covered under the insurance plan; or

ii. Medicaid enrollees or recipients of another publicly funded health benefits assistance program, when the services provided are covered by said program.

c. Department funds may reimburse services provided to:

i. Individuals who have lost coverage through Medicaid, or any other publicly funded health benefits assistance program coverage for any reason during the period of non-coverage; or

ii. Individuals who have a net family income at or above 150 percent of the Federal Poverty Income Guidelines, subject to the sliding fee scale requirements in Rule 65E-14.018 F.A.C.

iii. The Network Provider shall ensure that Medicaid funds are accounted for separately from funds for this contract.

d. In no event shall Medicaid, any health insurance, another publicly funded health benefits assistance program, or the ME be billed for the same service provided to the same individual on the same day.

e. Medicaid earnings cannot be used as local match.

f. The Network Provider shall ensure that Medicaid payments are accounted for in compliance with federal regulations.

g. The Network Provider shall ensure that Medicaid funds will be accounted for separately from funds for this Contract. This includes services such as Statewide Inpatient Psychiatric Program ("SIPP"), Florida Assertive Community Treatment ("FACT'), Community Action Treatment ("CAT"), Family Intensive Treatment ("FIT"), and Central Receiving Facilities.

11. PAYMENT FROM MEDICAID HEALTH MAINTENANCE ORGANIZATIONS, PREPAID MENTAL HEALTH PLAN, OR PROVIDER SERVICE NETWORKS

a. The Network Provider shall make every reasonable effort to identify and collect benefits from third-party payers for services rendered to eligible individuals. Third party payers are, unless waived in Section D (Special Provisions) of this contract, the Network Provider agrees that payments from commercial insurers such as worker's compensation, TRICARE, Medicare, Health Maintenance Organization, Managed Care Organizations, or other payers liable, to the extent that they are required by contract or law, to participate in the cost of providing services to a specific individual.

b. Requirements for all Medicaid-enrolled Network Service Providers, prior to invoicing the Managing Entity for any services provided to any Medicaid-enrolled recipients, the Network Provider must maintain documentation for each individual served in a format that is easily accessible and retrievable for monitoring or auditing purposes by the ME or Department that it has:

i. Submitted a prior authorization request for any Medicaid-covered services provided.

ii. Appealed any denied prior authorizations.

iii. Provided assistance to appeal a denial of eligibility or coverage.

iv. Verified the provided service is not a covered service under Florida Medicaid, as defined in Chapter 59G-4, F.A.C., or is not available through the individual's MMA Plan.

v. In cases where the individuals Medicaid-covered service limit has been exhausted for mental health services, an appropriately licensed mental health professional has issued a written clinical determination that the individual continues to need the specific mental health treatment service provided.

vi. In cases where the individual's Medicaid-covered service limit has been exhausted for substance use disorder treatment services a qualified professional as defined in Section 397.311, F.S., has issued a written clinical determination that the individual continues to need the specific service provided.

12. TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF) BILLING, IF APPLICABLE

The Network Provider's attention is directed to its obligations under applicable parts of Part A or Title IV of the Social Security Act and the Network Provider agrees that TANF funds shall be expended for TANF participants in accordance with Chapters 414, and 445, F.S. and the Department's State Plan for Temporary Assistance for Needy Families, renewal October 1, 2020 – September 30, 2023, or the latest revision thereof. Department's State Plan for Temporary Assistance for Needy Families can be obtained from the contract manager, or can be found at the following web site:

https://www.myflfamilies.com/service-programs/access/docs/TANF-Plan.pdf

The contract shall specify the unit cost rate for each covered service contracted for TANF funding, which shall be the same rate as for non-TANF funding, but the contract shall not specify the number of TANF units or the amount of TANF funding for individual covered services.

13. INVOICE REQUIREMENTS

a. The rates negotiated with any Network Provider may not exceed the rate as specified in in **Exhibit G, Covered Service Funding by OCA** and/or the amounts listed in **Exhibit M-2, Line Item Operating Budget**, where applicable.

b. Network Providers are required to comply with Rule 65E-14.021, F.A.C., Schedule of Covered Services, including but not limited to, covered services, methods of payments, descriptions, program areas, data elements, required fiscal reports, program description, rate setting process, payment for services including allowable and unallowable units and requests for payments.

c. For Network Providers that receive block grant funding, the invoice shall include the minimum data elements to satisfy the Department's application and reporting requirements.

d. A Network Provider that receives block grant funding shall, in its invoice, provide sufficient detail that captures, reports, and tests the validity of expenditures and service utilization.

e. The Network Provider shall request payment monthly through submission of a properly completed invoice, within eight (8) days following the end of the month for which payment is being requested for the delivery of service. Payment to the Network Provider by the ME is subject to the availability of funds and payments received from the Department. The invoice, Monthly Payment Request, is incorporated herein by reference and available upon request from the ME's Contract Manager.

f. If no services are due to be invoiced from the preceding month, the Network Provider shall submit a written document to the ME indicating this information within eight (8) calendar days following the end of the month. Should the Network Provider fail to submit an invoice or written documentation if no services are due to be invoiced from the preceding month, within thirty (30) calendar days following the end of the month, then the ME at sole discretion can reallocate funds. 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 sole discretion can terminate the contract.

g. The Network Provider's final invoice must reconcile actual service units provided during the contract period with the amount paid by the ME. The Network Provider shall submit their fiscal year final invoice to the ME within twenty (20) days after the end of each state fiscal year in the contract period.

h. The Network Provider shall ensure that the year-to-date number of units of service reported on a request for payment or any associated worksheet shall reconcile with the total number of units reported and accepted in Carisk, PBPS, FASAMS, or other data system designated by the ME.

i. Pursuant to 65E-14.021(7)(a)2., F.A.C., the Network Provider shall not invoice for any Covered Services paid for under any other contract or from any other source. The Network Provider must subtract all units which are billable to Medicaid, and all units for SAMH client services paid from other sources, including Social Security, Medicare payments, Food Stamps, and funds eligible for local matching which include patient fees from first, second, and third-party payers, from each monthly request for payment. Should an overpayment be detected upon reconciliation of payments, the Network Provider must immediately refund any overpayment to the ME, including but not limited to services provided to a Medicaid-eligible individual prior to becoming a Medicaid recipient when those services are subsequently covered under a retroactive Medicaid reimbursement determination. For services provided based on bed-day availability, the Network Provider must report any payments received from all other sources on the "Schedule of Bed-Day Availability" at the end of the fiscal year and refund any overpayment.

j. Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit.

14. SUPPORTING DOCUMENTAITON

a. The Network Provider agrees to maintain and submit to the ME, if applicable, service

documentation for each service billed to the ME pursuant to this contract. The Network Provider shall track all units billed to the ME by program and by Other Cost Accumulator (OCA). Proper service documentation for each SAMH covered service is outlined in Rule 65E-14.021, F.A.C., **Exhibit Y, Temporary Assistance for Needy Families (TANF) Funding Guidance,** if applicable.

b. The Network Provider shall maintain documentation to support all units billed to the ME and units subtracted for SAMH client services on each monthly request for payment.

c. Upon request, the network provider must submit to the ME and the Department information regarding the amount and number of services paid for by the Substance Abuse Prevention and Treatment Block Grant.

d. The Network Provider shall ensure that all services provided are entered into CARISK, PBPS, FASAMS, or other data system designated by the ME.

e. The ME, Department and the State's Chief Financial Officer, reserve the right to request supporting documentation at any time after actual units have been delivered.

15. The Network Provider shall comply with the policies set forth in the Department of Financial Services Reference Guide for State Expenditures for guidance regarding the requirements applicable to the disbursement of funds from the State Treasury, regardless of payment methods. The Reference Guide for State Expenditures can be obtained at the following website:

https://www.myfloridacfo.com/Division/AA/Manuals/default.htm

The Network Provider shall also comply with active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing. The Division of Accounting and Auditing Memoranda website is found in the link below:

https://www.myfloridacfo.com/Division/AA/Memos/default.htm

16. FUNDING SWEEPS

The Network Provider agrees that at the sole discretion of the ME and at such time and upon terms, conditions or criteria set by the ME, a review of the funding utilization rate or pattern of the Network Provider may be conducted by the ME. Based upon such review, if it is determined that the rate of utilization may result in a lapse of funds, then in that event the ME may amend the Network Provider's total amount of funding by reducing same to prevent the potential lapse. Additionally, the Network Provider's funding may be reduced and reallocated within the system of care, as determined by the ME and its sole discretion, to meet the changing needs of the system of care. The ME will notify the Network Provider in writing of the reduction prior to amending the total amount of funding. The ME's Lapse Policy is incorporated herein by reference.

Exhibit C
Required Reports

Required Reports	Due Date	# of Copies	Send to:
Response to Monitoring Reports and Corrective Action Plans	Within 10 business days from the day the report is received	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** SFBHN staff member issuing CAP
External Quality Assurance Reviews, Monitoring Reports, Surveys and Corrective Actions, as applicable	As requested by the Contract Manager or other SFBHN staff	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager
Memorandum of Understanding (MOU) with a Federally Qualified Health Center (FQHC) **or** Federally Qualified Health Centers are required to submit policies and procedures that explain the access to primary care services to the medically underserved behavioral health client	Within 90 calendar days of the effective date of the contract between the ME and the Network Provider (for newly executed MOU's); Within 30 calendar days for renewed MOU's; Updates to P&P for FQHC's shall be submitted within 30 calendar days of adoption	1 (Electronic Submission via E-mail)	ME Contract Manager
Sliding Fee Scale [reflecting the uniform schedule of discounts referenced in 65E-14.018(4)]	Prior to contract execution	1 (Electronic Submission via E-mail)	ME Contract Manager
Final FY 2023-2024 (1) Projected Cost Center Operating and Capital Budget, (2) Budget Narrative, (3) Network Providers Agency Service Capacity Report, (4) Cost Center Personnel Detail Report	Submitted annually prior to contract execution. Submit updates within 30 calendar days of execution of an amendment to the contract affecting the budget.	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** VP of Finance

Exhibit C
Required Reports

Program Description (1) Organizational Profile (2) Service Activity Description (3) Supplemental Program Description(s)	Annually, prior to contract execution. Submit updates within 30 calendar days of amendment	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** VP of Behavioral Health
Affidavit Regarding Debarment	Annually prior to contract execution, or as requested by the Contract Manager	1	ME Contract Manager
Incident Report	Reporting will occur in accordance with 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. In addition, reportable incidents defined in CFOP 180-4 as and as directed in Attachment I of this contract must be reported.	Submission through IRAS. IRAS reporting process does not replace the reporting of incidents to other entities as required by statute, rules or operating procedure	Submission through IRAS. IRAS reporting process does not replace the reporting of incidents to other entities as required by statute, rules or operating procedure
Acute Care Service Utilization Reporting for Public Receiving Facilities, Detoxification and Addiction Receiving Facilities.	Real-time data submission as mandated by subsection 394.9082(10), Florida Statutes	Electronically	CARISK Express Acute Care System
Monthly Data Required by DCF FASAMS PAM 155-2	Service data shall be submitted electronically, weekly, by 12:00 Noon every Wednesday. Final monthly shall be submitted electronically to the ME no later than the 4th of each month following the month of service	Electronically	CARISK, PBPS, or other data system designated by the ME or the Department
ADA Client Communication Assessment Auxiliary Aid Service Record Monthly Summary	By the 4th business day following the reporting month	1 (Electronic Submission via E-mail)	https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html

Exhibit C
Required Reports

Report (Applicable to agency's that employ fifteen (15) or more employees)			Confirmation E-mail to the ME Contract Manager
Monthly Service Invoice	Monthly, by the eighth (8th) calendar day after the month of service	1	ME Sr. Accountant (Fiscal Department)
Invoice Review Supporting Documentation	Submitted with the monthly invoice, as appropriate, and/or as requested by SFBHN staff	1	As requested by ME staff
Exhibit K, Resource Management Roster for Substance Abuse and Mental Health Residential Level II Services	Monthly, with the monthly invoice by the eighth (8th) calendar day after the month of service	1	**1.** ME Sr. Accountant (Fiscal Department) **2.** ME ASOC Manager **3.** ME CSOC Manager 4. ME Contract Manager
Exhibit AC, Monthly Care Coordination Report Narrative and Chart	Monthly by the 5th calendar day after the month of service	1	1. ME Care Coordinator 2. ME Contract Manager
Final Invoice	By July 20 of each fiscal year and/or 20 days after contract end date	1	ME Sr. Accountant (Fiscal Department)
Designation of Dispute Resolution Officer	Within 5 working days of contract execution	1 (Electronic Submission via E-mail)	ME Contact Manager
Affidavit of Employment Eligibility in accordance with 448.095, FS	Annually, prior to contract execution.	1 (Electronic Submission via E-mail)	ME Contract Manager
Provider Tangible Property Inventory Form/Report	08/05/2024	1 (Electronic Submission via E-mail)	ME Contract Manager

Exhibit C
Required Reports

Attestation of Network Provider's Verification that all applicable employees and subcontractors with access to ME and/or DCF information systems have signed a DCF Security Agreement Form	08/05/2024	1 (Electronic Submission via E-mail)	ME Contract Manager
Civil Rights Compliance Checklist (CF0946)	08/05/2024	1 (Electronic Submission via E-mail)	ME Contract Manager
Civil Rights Certificate (CF707)	08/05/2024	1 (Electronic Submission via E-mail)	ME Contract Manager
Client Trust Fund Letter	08/05/2024	1 (Electronic Submission via E-mail)	ME Contract Manager
Quality Assurance/Quality Improvement Plan	08/05/2024	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** ME Continuous Quality Improvement Manager
Action Plans for the: 1. Self-Assessment/Planning Tool for Implementing Recovery Oriented Services (SAPT) 2. Recovery Self-Assessment -R (RSA)	08/05/2024	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** CQI Specialist Peer Services Manager
Signed Florida Department of Children and Families Employment Screening Affidavit that all required staff have been screened or Network Provider is	08/05/2024	1 (Electronic Submission via E-mail)	ME Contract Manager

Exhibit C
Required Reports

awaiting the results of screening			
Peer/ROSC Champions, per Exhibit AO.	08/05/2024	1 (Electronic Submission via E-mail)	1. ME contract manager 2. Peer Services Manager
Attestation signed by the CEO/Executive Director indicating that all applicable staff funded by this Contract have received a copy of the fully executed Contract and will receive a copy of any amendments made to this Contract.	10/07/2024	1 (Electronic Submission via E-mail)	ME Contract Manager
NVRA Voter Registration Agencies Quarterly Activities Report Form (DS-DE131; effective 01/2012 or latest revision thereof, if applicable	**July 8, 2024** (Period: 04/01/24 - 06/30/24) **October 7, 2024** (Period: 07/01/24 - 09/30/24) **January 6, 20225** (Period: 10/01/24 - 12/31/24) **April 7, 2025** (Period: 01/01/25 - 03/31/25) **July 7, 2025** (Period: 04/01/25- 06/30/25)	1 (Electronic Submission via E-mail)	**1.** ME Voter Registration Activities Coordinator **2.** ME Contract Manager
Quarterly Financial Statements (Balance Sheet and Statement of Activity)	**October 31, 2024** (Period: 07/01/24 - 09/30/24) **January 31, 2025** (Period: 10/01/24 - 12/31/24) **April 30, 2025** (Period: 01/01/25 - 03/31/25) **July 31, 2025** (Period: 04/01/25 - 06/30/25)	1 (Electronic Submission via E-mail)	**1.** ME VP of Finance **2.** ME Contract Manager
Attestation indicating the filing of Form 941 and payment of any taxes due to the IRS have been paid.	**October 31, 2024** (Period: 07/01/24 - 09/30/24) **January 31, 2025** (Period: 10/01/24 - 12/31/24) **April 30, 2025** (Period: 01/01/25 - 03/31/25) **July 31, 2025** (Period: 04/01/25 - 06/30/25)	1 (Electronic Submission via E-mail)	ME Contract Manager

Exhibit C
Required Reports

Continuous Quality Improvement Updates	**January 31, 2025** (Period: 07/01/24 - 12/31/24) **July 31, 2025** (Period: 01/01/25 - 06/30/25)	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** ME Continuous Quality Improvement Manager
Year-End Financial Reports for Network Provider's Not Requiring Audits Per Attachment II			
Certification indicating that recipient expended less than $750,000 in Federal Awards or in State Awards during the fiscal year	Due 180 days after the end of the Network Provider's fiscal 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.	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** VP of Finance
Schedule of State Earnings – Form CF-MH 1034 Reference Material Home - Florida Administrative Rules, Law, Code, Register - FAC, FAR, eRulemaking (flrules.org)	Due 180 days after the end of the Network Provider's fiscal 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.	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** VP of Finance
Actual Expenses & Revenues Schedule – Form CF-MH 1037 Reference Material Home - Florida Administrative Rules, Law, Code, Register - FAC, FAR, eRulemaking (flrules.org)	Due 180 days after the end of the Network Provider's fiscal 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.	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** VP of Finance

Exhibit C
Required Reports

Local Match Calculation Form - Template 9 - Department of Children and Families form, available at the following website: Managing Entities | Florida DCF (myflfamilies.com)	Due 180 days after the end of the Network Provider's fiscal 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.	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** VP of Finance
Schedule of Bed-Day Availability Payment – Form CF-MH 1036 Reference Material Home - Florida Administrative Rules, Law, Code, Register - FAC, FAR, eRulemaking (flrules.org)	Due 180 days after the end of the Network Provider's fiscal 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.	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** VP of Finance
Agency Prepared Financial Statements (Balance Sheet and Statement of Activity	Due 180 days after the end of the Network Provider's fiscal 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.	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** VP of Finance
Year-End Financial Reports for Network Provider's Requiring Audits Per Attachment II			
Correspondence from the Auditor showing proof of submission of the Audit Report and Management Letter to the Network Provider.	Due 180 days after the end of the Network Provider's fiscal 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	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** VP of Finance

Exhibit C
Required Reports

	following unless otherwise required by Florida Statutes The schedule shall be based on revenues and expenditures recorded during the state's fiscal year.		
Management letter addressed to the Network Provider issued by the Auditor	Due 180 days after the end of the Network Provider's fiscal 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.	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** VP of Finance
Financial & Compliance Audit to include the necessary schedules per Attachment II	Due 180 days after the end of the Network Provider's fiscal 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.	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** VP of Finance
Schedule of State Earnings – Form CF-MH 1034 Reference Material Home - Florida Administrative Rules, Law, Code, Register - FAC, FAR, eRulemaking (flrules.org)	Due 180 days after the end of the Network Provider's fiscal 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.	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** VP of Finance

Exhibit C
Required Reports

Schedule of Related Party Transaction Adjustments – Form CF-MH 1035 Reference Material Home - Florida Administrative Rules, Law, Code, Register - FAC, FAR, eRulemaking (flrules.org)	Due 180 days after the end of the Network Provider's fiscal 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.	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** VP of Finance
Local Match Calculation Form - Template 9 - Department of Children and Families form, available at the following website: Managing Entities | Florida DCF (myflfamilies.com)	Due 180 days after the end of the Network Provider's fiscal 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.	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** VP of Finance
Actual Expenses & Revenues Schedule – Form CF-MH 1037 Reference Material Home - Florida Administrative Rules, Law, Code, Register - FAC, FAR, eRulemaking (flrules.org)	Due 180 days after the end of the Network Provider's fiscal 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.	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** VP of Finance

Exhibit C
Required Reports

Schedule of Bed-Day Availability Payments – Form CF-MH 1036 Reference Material Home - Florida Administrative Rules, Law, Code, Register - FAC, FAR, eRulemaking (flrules.org)	Due 180 days after the end of the Network Provider's fiscal 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.	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** VP of Finance
Reports Required for Children's Mental Health Providers, as applicable			
Children's Crisis Response Team (CCRT)	Per Exhibit S - Monthly Census Report by the 15th of every month following the month of service	One (1) Encrypted Electronic Submission attachment to an email to each recipient	**1.** ME Contract Manager **2.** Children's System of Care Manager
Reports Required for Behavioral Health Network (BNet) Provider			
Alternative Services Provision Documentation (Other than Pharmaceuticals)	Within 15 calendar days after end of month	One (1) Encrypted Electronic Submission attachment to an email to each recipient	**1.** ME Contract Manager **2.** ME BNet Coordinator **3.** Children's Mental Health State Program Office
Alternative Services Provision Documentation (Pharmaceuticals only)	Within 15 calendar days after end of month	One (1) Encrypted Electronic Submission attachment to an email to each recipient	**1.** ME Contract Manager **2.** ME BNet Coordinator **3.** Children's Mental Health State Program Office
Statement of Program Cost	September 1st following close of the contract year (June 30)	One (1) Encrypted Electronic Submission attachment to an email to each recipient	**1.** ME Contract Manager **2.** ME BNet Coordinator **3.** Children's Mental Health State Program Office
Reports Required for Project for Assistance in Transition from Homelessness (PATH) Providers			
PATH Monthly Report (generated from the HMIS system)	Monthly, by the 5th calendar day after the month of service	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. ME Housing Coordinator
PATH Monthly Client Tracker	Monthly by the 10th calendar day after the month of service	1 (Electronic Submission via E-mail- Encrypted and Password Protected)	1. ME Contract Manager 2. ME Housing Coordinator

Exhibit C
Required Reports

PATH Annual Data Report into the PATH Data Exchange (PDX) data system	No later than November 17th	1 (Electronic Submission via E-mail)	https://pathpdx.samhsa.gov/
Reports Required for Adult Mental Health Providers, as applicable			
Assisted Living Facility with a Limited Mental Health License Client Quarterly Report, per Exhibit L	**Provider to Maintain the Report on file and submit upon Request by ME staff** **October 5, 2024** (Period: 07/01/24 - 09/30/24) **January 6, 2025** (Period: 10/01/24 - 12/31/24) **April 7, 2025** (Period: 01/01/25 - 03/31/25) **July 7, 2025** (Period: 04/01/25- 06/30/25)	1 (Electronic Submission via E-mail) Encrypted and Password Protected	Requestor
Report Required for Florida Assertive Community Treatment (FACT) Providers			
Contact Information for the: 1. Psychiatrist or Psychiatric APRN 2. Administrative Supervisor	Within thirty (30) calendar days of contract execution.	1 (Electronic Submission via E-mail)	1. ME Contract Manager
Vacant Position(s) Report	Monthly by the 15th of each month following the month of service	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** ME Adult System of Care Specialist
FACT Report (Template 29) Link to Template 29 (FY23-24 ME Templates): Managing Entities | Florida DCF (myflfamilies.com)	**October 15, 2024** (Period: 07/01/24 - 09/30/24) **January 17, 2025** (Period: 10/01/24 - 12/31/24) **April 15, 2025** (Period: 01/01/25 - 03/31/25) **July 15, 2025** (Period: 04/01/25- 06/30/25)	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** ME Adult System of Care Specialist
FACT Monthly Progress Report	Monthly by the 15th of each month following the month of service	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** ME Adult System of Care Specialist

Exhibit C
Required Reports

Outcomes Measures	**October 15, 2024** (Period: 07/01/24 - 09/30/24) **January 17, 2025** (Period: 10/01/24 - 12/31/24) **April 15, 2025** (Period: 01/01/25 - 03/31/25) **July 15, 2025** (Period: 04/01/25- 06/30/25)	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** ME Adult System of Care Specialist
Report Required for Miami-Dade Forensic Alternative (MDFAC) Providers			
Daily Census Report	Daily, by 10:00 am, Monday - Friday	1 (Electronic Submission via E-mail)	1. Regional Forensic Coordinator 2. ME Contract Manager
Monthly Program Quality Review Tracking Report	By the 15th of each month following the month of services	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** ME Director of the Adult System of Care
Monthly Performance Measures Report	By the 15th of each month following the month of services	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** ME Adult System of Care Specialist
Reports Required for Forensic Services Providers			
Quarterly Forensic Mental Health Services Report (Report for Individuals on Conditional Release) - Template 22 Managing Entities | Florida DCF (myflfamilies.com)	By 15th of each quarter following the quarter of services October 15 January 15 April 15 August 15	1	**1.** Mental Health Administrator Office **2.** ME Contract Manager
Quarterly Forensic Diversion Report – Template 23 Managing Entities | Florida DCF (myflfamilies.com)	By 15th of each quarter following the quarter of services October 15 January 15 April 15 August 15	1	ME Adult System of Care Specialist

Exhibit C
Required Reports

Quarterly Community Forensic Beds Report – Template 33 Managing Entities | Florida DCF (myflfamilies.com)	By 15th of each quarter following the quarter of services October 15 January 15 April 15 August 15	1	ME Adult System of Care Specialist
Reports Required for Forensic Multidisciplinary Team Provider			
Monthly Forensic Multidisciplinary Team Report – DCF Template 25 (FY23-24 ME Templates): Managing Entities | Florida DCF (myflfamilies.com)	By 10th of each quarter for the preceding quarter's services	1 (Electronic Submission via E-mail)	**1.** ME Adult System of Care Specialist **2.** ME Contract Manager
Monthly Vacant Position(s) Reports	By 10th of each month for the preceding months' services	1 (Electronic Submission via E-mail)	1. ME Adult System of Care Specialist 2.ME Contract Manager
Monthly Court Reports	By 10th of each month for the preceding months' services	1 (Electronic Submission via E-mail)	1. Court 2. Forensic Team at Community Health of South Florida, Inc. 3. ME Adult System of Care Specialist 4. ME Contract Manager
Reports Required for Consumer-Driven Agencies			
Enrollment/Membership Enrollment	**October 5, 2024** (Period: 07/01/24 - 09/30/24) **January 6, 2025** (Period: 10/01/24 - 12/31/24) **April 7, 2025** (Period: 01/01/25 - 03/31/25) **July 7, 2025** (Period: 04/01/25- 06/30/25)	1 (Electronic Submission via E-mail)	ME Contract Manager

Exhibit C
Required Reports

Reports Required for Substance Abuse Services Providers			
Report for HIV Early Intervention Services, SAPT Block Grant Set Aside Funded Services Only	**January 6, 2025** (Period: 07/01/24 - 12/31/24) **July 7, 2025** (Period: 01/01/25- 06/30/25)	1 (Electronic Submission via E-mail)	ME Contract Manager
Annual Report for Evidenced-based Injection Drug User Outreach Services, SAPT Block Grant Mandate, Designated Providers Only	Upon Request	1 (Electronic Submission via E-mail)	ME Contract Manager
Annual Report for Pregnant Women and Women with Dependent Children SAPT Block Grant Set Aside Funded Services Only	Upon Request	1 (Electronic Submission via E-mail)	ME Contract Manager
Monthly Outcomes for Women's Expansion Grant – Special Appropriation	Due monthly, by the 4th of every month following the month of service	1 (Electronic Submission via E-mail)	**1.** ME IT Office **2.** ME Contract Manager
Reports Required for State Opioid Response Discretionary Grant Providers			
Monthly Individual Served Count and WITS Entry Report (Exhibit BD**)**	Due monthly, by the 15th of every month following the month of service	1 (Electronic Submission via E-mail) Encrypted and Password Protected	ME Contract Manager
Monthly Compliance Rate Summary Report (Exhibit BD)	Due monthly, by the 10th of every month following the month of service	1 (Electronic Submission via E-mail)	ME Contract Manager
Monthly – Template 34 (Exhibit BD) (Applicable only to Hospital Bridge, Recovery Community Organizations, Behavioral Health Consultants)	Due monthly, by the 10th of every month following the month of service	1 (Electronic Submission via E-mail)	1. ME Contract Manager – All reports 2. ME Peer Services Manager - Hospital Bridge Report 3. Peer Services Manager - Recovery Community Organization Report 4. Child Welfare Integration Coordinator - Behavioral Health Consultant Report

Exhibit C
Required Reports

Reports Required for Substance Abuse Prevention Services Providers			
Monthly Data Required by DCF FASAMS PAM 155-2 and/or PBPS	Prevention service data shall be submitted electronically to PBPS no later than the 4th of each month following the month of service.	Electronically	PBPS, or other data system designated by the ME or the Department
Monthly Data to the ME's contracted evaluation entity - BSRI	Monthly, by the 4th calendar day after the month of service	Electronically	In the BSRI database system or any other format requested by BSRI
Monthly Service Invoice	Monthly, by the eighth (8th) calendar day after the month of service	1	ME Sr. Accountant (Fiscal Department)
Invoice Review Supporting Documentation - from PBPS in a jpeg format	Submitted with the monthly invoice	1	ME Sr. Accountant (Fiscal Department)
Monthly E-Mail Notification to the ME Prevention Services Director and ME Data Analyst verify that the data in the PBPS system has been checked and is correct and complete and may be used for Block Grant reporting and payment. *Refer to Scope of Work Attachment to the Contract for specifics*	Monthly, by the 4th calendar day after the month of service	1 (Electronic Submission via E-mail)	1. ME Director or Prevention Services 2. ME Data Analyst
Memorandum of Understanding (MOU) with a Community Coalition	Within 30 calendar days of the effective date of the contract (for newly executed MOU's) **OR** Within 30 calendar days for renewed MOU's	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. ME Director or Prevention Services
Reports Required for Prevention Partnership Grant Providers			
Monthly E-Mail Notification to the ME Prevention Services Director and ME Data	Monthly, by the 4th calendar day after the month of service	1 (Electronic Submission via E-mail)	1. ME Director or Prevention Services 2. ME Data Analyst

Exhibit C
Required Reports

Analyst verify that the data in the PBPS system has been checked and is correct and complete and may be used for Block Grant reporting and payment. *Refer to Scope of Work Attachment to the Contract for specifics*			
Prevention Services Quarterly Reports (Fidelity to Evidence-Based Practices) – Program Status Report as Required by RFA #2324 013	As Required by the Evaluation Entity (BSRI)	1 (Electronic Submission via E-mail)	In the BSRI database system or any other format requested by BSRI
Memorandum of Understanding (MOU) with a Community Coalition	Within 30 calendar days of the effective date of the contract (for newly executed MOU's) **OR** Within 30 calendar days for renewed MOU's	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. ME Director or Prevention Services
Reports Required for Evaluation Entity for Prevention Services			
Monthly Service Report (Deliverables per Attachment IV, Scope of Work)	Monthly by 20th calendar day after the month of service	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. ME Director of Prevention Services
Quarterly Expenditure Report	**October 31, 2024** (Period: 07/01/24 - 09/30/24) **January 31, 2025** (Period: 10/01/24 - 12/31/24) **April 30, 2025** (Period: 01/01/25 - 03/31/25) **July 31, 2025** (Period: 04/01/25 - 06/30/25)	1 (Electronic Submission via E-mail)	1. ME Contract Manager, 2. ME VP of Finance, and 3. ME Director of Prevention Services

Exhibit C
Required Reports

Reports Required for Providers Receiving Specific Appropriations			
Quarterly Updates on Return on Investment Report - Per Exhibit AM	**October 10, 2024** (Period: 07/01/24 - 09/30/24) **January 10, 2025** (Period: 10/01/24 - 12/31/24) **April 10, 2025** (Period: 01/01/25 - 03/31/25) **July 10, 2025** (Period: 04/01/25 - 06/30/25)	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager
Reports Required for the Navigate Program Provider			
Quarterly Services Report	**October 31, 2024** (Period: 07/01/24 - 09/30/24) **January 31, 2025** (Period: 10/01/24 - 12/31/24) **April 30, 2025** (Period: 01/01/25 - 03/31/25) **July 31, 2025** (Period: 04/01/25 - 06/30/25)	1 (Electronic Submission via E-mail)	ME Contract Manager
Navigate Program Quarterly Expenditure Report	**October 31, 2024** (Period: 07/01/24 - 09/30/24) **January 31, 2025** (Period: 10/01/24 - 12/31/24) **April 30, 2025** (Period: 01/01/25 - 03/31/25) **July 31, 2025** (Period: 04/01/25 - 06/30/25)	1 (Electronic Submission via E-mail)	ME Contract Manager
Reports Required for the 2-1-1 Helpline and 988			
211 Call Center Reports			
211 Monthly Call Volume Report (Exhibit P-1)	Due monthly, by the 15th of every month following the month of service	1 (Electronic Submission via E-mail)	1.ME Contract Manager 2.VP of Contracts & Procurement 3.ME Community & Systems Integrator and Regional Director of Prevention
Monthly Outreach Report	Due quarterly, by the 15th of every month following the quarter of service	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** VP of Contracts & Procurement **3.** ME Community & Systems Integrator and Regional Director of Prevention

Exhibit C
Required Reports

Monthly Follow-Up on Referrals Program	Due monthly, by the 15th of every month following the month of service	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. VP of Contracts & Procurement 3. ME Community & Systems Integrator and Regional Director of Prevention
Updated Resource Manual/Directory	December 31, 2024	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. VP of Contracts & Procurement 3. ME Community & Systems Integrator and Regional Director of Prevention
988 Call Center Reports			
DCF 988 Metrics Report	Due monthly, by the 15th of every month following the month of service	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. VP of Contracts & Procurement 3. ME Community & Systems Integrator, Regional Director of Prevention 4. DCF 988 Program Office
Key Performance Measures Report	Due monthly, by the 15th of every month following the month of service	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. VP of Contracts & Procurement 3. ME Community & Systems Integrator and Regional Director of Prevention
Vibrant Emotional Health Center-Specific Metrics Reports	When received from Vibrant Emotional Health Center	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. VP of Contracts & Procurement 3. ME Community & Systems Integrator and Regional Director of Prevention
Monthly Follow-Up on Referrals Program	Due monthly, by the 15th of every month following the month of service	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. VP of Contracts & Procurement 3. ME Community & Systems Integrator and Regional Director of Prevention
Quarterly Outreach Report	Due quarterly, by the 15th of every quarterly following the quarter of service	1 (Electronic Submission via E-mail)	1.ME Contract Manager 2.VP of Contracts & Procurement 3.ME Community & Systems Integrator and Regional Director of Prevention

Exhibit C
Required Reports

Memorandum of Understanding	Due monthly, by the 15th of every month following the month of service	1 (Electronic Submission via E-mail)	1.ME Contract Manager 2.VP of Contracts & Procurement 3.ME Community & Systems Integrator and Regional Director of Prevention
Updated Resource Manual/Directory	December 31, 2024	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. VP of Contracts & Procurement 3. ME Community & Systems Integrator and Regional Director of Prevention
Text and Chat Capabilities Report (988)	January 6, 2025 June 30, 2025	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. VP of Contracts & Procurement 3. ME Community & Systems Integrator and Regional Director of Prevention
Reports Required for the Forensic Mental Health Services Program			
Appendix A, Conditional Release Report	By the 10th of every month following the reporting month	1 (Electronic Submission via E-mail)	1. ME Adult System of Care Specialist 2. ME Contract Manager
Weekly Statewide Census Report	Weekly by 12:00 Noon every Thursday	1 (Electronic Submission via E-mail)	1. ME Adult System of Care Specialist 2. ME Contract Manager
Appendix B, Monthly Diversion Report	By the 10th of every month following the reporting month	1 (Electronic Submission via E-mail)	1. ME Adult System of Care Specialist 2. ME Contract Manager
Quarterly SMHFT Visit Report	Due within thirty (30) calendar days of date of the visit	1 (Electronic Submission via E-mail)	1. ME Adult System of Care Specialist 2. ME Contract Manager
Staffing Report	Weekly by 10:00 A.M. for the previous work week	1 (Electronic Submission via E-mail)	1. ME Adult System of Care Specialist 2. ME Contract Manager
Reports Required for the Community Action Treatment Team (CAT Team) Program – ALL TIERS			
Weekly Census Report – All Tiers	Weekly by 12:00 noon, every Monday	1 (Electronic Submission via E-mail) Encrypted and Password Protected	1. ME's Children's System of Care Manager 2. ME's Contract Manager

Exhibit C
Required Reports

Monthly Data Required by DCF FASAMS PAM 155-2 – All Tiers	Monthly shall be submitted electronically to the ME no later than the 4th of each month following the month of service	Electronically	Carisk, FASAMS, or other data system designated by the ME or the Department
Appendix 1 – CAT Program Report	**October 15, 2024** (Period: 07/01/24 - 09/30/24) **January 17, 2025** (Period: 10/01/24 - 12/31/24) **April 15, 2025** (Period: 01/01/25 - 03/31/25) **July 15, 2025** (Period: 04/01/25- 06/30/25)	1 (Electronic Submission via E-Mail)	1. ME's Children's System of Care Manager 2. ME's Contract Manager
Appendix 2 - Quarterly Supplemental Data Report	**October 15, 2024** (Period: 07/01/24 - 09/30/24) **January 17, 2025** (Period: 10/01/24 - 12/31/24) **April 15, 2025** (Period: 01/01/25 - 03/31/25) **July 15, 2025** (Period: 04/01/25- 06/30/25)	1 (Electronic Submission via E-mail)	1. ME's Children System of Care Manager 2. ME's Contract Manager
Appendix 3- CAT Return on Investment	Monthly, by the eighth (8th) calendar day after the month of service	1	1. ME Contract Manager 2. ME's Children's System of Care Manager
Quarterly Expenditure Reports	**October 15, 2024** (Period: 07/01/24 - 09/30/24) **January 17, 2025** (Period: 10/01/24 - 12/31/24) **April 15, 2025** (Period: 01/01/25 - 03/31/25) **July 15, 2025** (Period: 04/01/25- 06/30/25)	1 (Electronic Submission via E-mail)	1. ME Contract Manager ME VP of Finance
Family Support Teams, Community Action Treatment, Tier 4 Variation			
Appendix 1 - CAT Program Report	By the 8th calendar day of the month after the month of service	1 (Electronic Submission via E-Mail)	1. ME's Children's System of Care Manager 2. ME's Contract Manager
Appendix 2 - Quarterly Supplemental Data Report	**October 15, 2024** (Period: 07/01/24 - 09/30/24) **January 17, 2025** (Period: 10/01/24 - 12/31/24) **April 15, 2025** (Period: 01/01/25 - 03/31/25) **July 15, 2025** (Period: 04/01/25- 06/30/25)	1 (Electronic Submission via E-mail)	1. ME's Children System of Care Manager 2. ME's Contract Manager

Exhibit C
Required Reports

Vacant Position(s) Report – Exhibit BI – Guidance 40, Family Support Teams CAT, Tier 4 Variation	Monthly by the 10th of each month following the month of service	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** ME Manager of the Children's System of Care
Quarterly Expenditure Reports	**October 15, 2024** (Period: 07/01/24 - 09/30/24) **January 17, 2025** (Period: 10/01/24 - 12/31/24) **April 15, 2025** (Period: 01/01/25 - 03/31/25) **July 15, 2025** (Period: 04/01/25- 06/30/25)	1 (Electronic Submission via E-mail)	1. ME Contract Manager **2.** ME VP of Finance
Quarterly Performance Measures Report	**October 15, 2024** (Period: 07/01/24 - 09/30/24) **January 17, 2025** (Period: 10/01/24 - 12/31/24) **April 15, 2025** (Period: 01/01/25 - 03/31/25) **July 15, 2025** (Period: 04/01/25- 06/30/25)	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** ME Manager of the Children's System of Care
Reports Required for the Mobile Response Teams			
Mobile Response Team Report	Monthly by the 10th following the month of service	1 (Electronic Submission via E-mail) - Encrypted, password protected	1. ME Contract Manager 2. ME VP of Behavioral Health Services 3. ME Data Analysts
MRT Policies and Procedures	October 10, 2023 for new policies. For any addendums submit within thirty (30) days of adoption.	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. ME VP of Behavioral Health Services
Memorandum of Understanding with the following: **1.** Miami-Dade County School District (for the Miami Dade County MRT Provider) **2.** Monroe County School District (for the Monroe County MRT Provider)	For newly executed MOU's submit by October 10, 2024. For any addendums submit within thirty (30) days of execution.	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. ME VP of Behavioral Health Services

Exhibit C
Required Reports

3. 211/988 Provider			
Outreach Activities Log	**October 15, 2024** (Period: 07/01/24 - 09/30/24) **January 17, 2025** (Period: 10/01/24 - 12/31/24) **April 15, 2025** (Period: 01/01/25 - 03/31/25) **July 15, 2025** (Period: 04/01/25- 06/30/25)	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. ME VP of Behavioral Health Services
Vacant Position(s) Report	Monthly by the 10th of each month following the month of service	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** ME Adult System of Care Specialist
Reports Required for Family Intensive Treatment Team (FIT) Service Providers			
Weekly - Child Welfare Program Active Cases Weekly Report (Appendix 1 of Exhibit AI)	Each Monday by close of business following the week of services (a week is defined as Tuesday - Monday)	1 (Electronic Submission via E-mail)	ME's Child Welfare Integration Coordinator
Access Database Report	By the 12th day of the month following the month of services	1 (Electronic Submission via E-mail)	1. Contract Manager 2. Child Welfare Integration Coordinator
Reports Required for Child Welfare Specialty Program Provider			
Weekly - Child Welfare Program Active Cases Weekly Report (Appendix 1 of Exhibit J)	Each Monday by close of business following the week of services (a week is defined as Tuesday - Monday)	1 (Electronic Submission via E-mail)	1. ME's Child Welfare Integration Coordinator 2. ME Contract Manager
Monthly - Child Welfare Monthly Tracker	By the 14th day of the month following the month of services	1 (Electronic Submission via E-mail)	1. ME's Child Welfare Integration Coordinator 2. ME Contract Manager
Reports Required for Child Welfare Integration & Support Teams (CWIST)			
Monthly Family Navigator Tracker	Monthly by the 5th for the preceding month's services.	1 (Electronic Submission via E-mail)	1. ME Child Welfare Integration Coordinator 2. ME Contract Manager

Exhibit C
Required Reports

Monthly Behavioral Consultant Activity Log	Monthly by the 5th for the preceding month's services.	1 (Electronic Submission via E-mail)	1. ME Child Welfare Integration Coordinator 2. ME Contract Manager
Reports Required for Network Providers Providing SA Treatment Services to Pregnant Women, Mother's and their Affected Families (OCA's: MS027 and MS081)			
Women's Special Appropriation Data Reporting - Per Exhibit AE	By the 8th day of the month following the month of services	One (1) Password, protected and encrypted Electronic Submission	1. Data Analysts 2. ME Contract Manager
Reports Required for Network Providers screening for Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach, Access, and Recovery (SOAR)			
Certificate of online SOAR course completion	Within ten (10) business days of completion	1 (Electronic Submission via E-mail)	1. SOAR Local Lead 2. ME Contract Manager
Records review per Exhibit AN	**October 15, 2024** (Period: 07/01/24 - 09/30/24) **January 17, 2025** (Period: 10/01/24 - 12/31/24) **April 15, 2025** (Period: 01/01/25 - 03/31/25) **July 15, 2025** (Period: 04/01/25- 06/30/25)	One (1) Password, protected and encrypted Electronic Submission	1. SOAR Local Lead 2. ME Contract Manager
Crisis Stabilization Units – Recidivism Rates Data Collection			
CSU Recidivism Rate Data Collection (Attachment I, Section D. Special Provisions)	**October 15, 2024** (Period: 07/01/24 - 09/30/24) **January 17, 2025** (Period: 10/01/24 - 12/31/24) **April 15, 2025** (Period: 01/01/25 - 03/31/25) **July 15, 2025** (Period: 04/01/25- 06/30/25)	1 (Electronic Submission via E-mail)	1. VP of IT and Data Analytics 2. ME Contract Manager
Peer Support Services			
Peer Support Employment Report (Monthly, per Exhibit AO)	By the 10th day of the month following the month of services	One (1) Password, protected and encrypted Electronic Submission	1. ME Peer Services Manager 2. ME Contract Manager
Peer Support Services Report (Monthly, per Exhibit AO)	By the 10th day of the month following the month of services	One (1) Password, protected and encrypted Electronic Submission	1. ME Peer Services Manager 2. ME Contract Manager
Prison Aftercare Services			

Exhibit C
Required Reports

Outpatient Report (Monthly)	By the 15th day of the month following the month of services	One (1) Password, protected and encrypted Electronic Submission	1. Adult System of Care Department 2. ME Contract Manager
Department of Corrections Referrals for Baker Act Services (Quarterly)	**October 15, 2024** (Period: 07/01/24 - 09/30/24) **January 17, 2025** (Period: 10/01/24 - 12/31/24) **April 15, 2025** (Period: 01/01/25 - 03/31/25) **July 15, 2025** (Period: 04/01/25- 06/30/25)	One (1) Password, protected and encrypted Electronic Submission	1. Adult System of Care Department 2. ME Contract Manager
Central Receiving Facility			
Monthly Data Required by DCF FASAMS PAM 155-2	Service data shall be submitted electronically, weekly, by 12:00 Noon every Wednesday. Final monthly shall be submitted electronically to the ME no later than the 4th of each month following the month of service	Electronically	CARISK or other data system designated by the ME or the Department
Performance Measures Report	By the 15th day of the month following the month of services	Electronically	ME Contract Manager
Monthly Master Log of Individuals Presenting at the CRF	By the 15th day of the month following the month of services	One (1) Password, protected and encrypted Electronic Submission	1. ME VP of Behavioral Health Services 2. ME Contract Manager
Children's Short-Term Residential Treatment			
Vacant Position(s) Report	Monthly by the 10th of each month following the month of service	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** ME Children's System of Care Manager
Daily Census Report	Daily, by 10:00 am, Monday - Friday	1 (Electronic Submission via E-mail)	ME Children's System of Care Manager
Performance Metrics Report	Monthly by the 10th of each month following the month of service	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. ME Children's System of Care Manager
Recovery Community Organizations			

Exhibit C
Required Reports

DCF RCO Monthly Service Outcome Report (Exhibit BF-1)	Monthly by the 8th of each month following the month of service	1 (Electronic Submission via E-mail)	1. ME Peer Services Manager 2. ME Contract Manager
Monthly Peer Support Employment Report	Monthly by the 10th of each month following the month of service	1 (Electronic Submission via E-mail)	1. ME Peer Services Manager 2. ME Contract Manager
Monthly Peer Support Services Report (per Exhibit AO)	Monthly by the 10th of each month following the month of service	1 (Electronic Submission via E-mail)	1. ME Peer Services Manager 2. ME Contract Manager
Performance Outcomes (per Exhibit BF)	Monthly by the 15th of each month following the month of service	1 (Electronic Submission via E-mail)	1. ME Peer Services Manager 2. ME Contract Manager
New RCO Implementation Plan	Monthly by the 15th of each month following the month of service	1 (Electronic Submission via E-mail)	1. ME Peer Services Manager 2. ME Contract Manager
Housing Stability Program			
Housing Stability Program Quarterly Expenditure Report	**October 31, 2024** (Period: 07/01/24 - 09/30/24) **January 31, 2025** (Period: 10/01/24 - 12/31/24) **April 30, 2025** (Period: 01/01/25 - 03/31/25) **July 31, 2025** (Period: 04/01/25 - 06/30/25)	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. VP of Finance

Note: When a regular due date for a required report falls on a weekend or a legal holiday, the due date is extended to the next business day immediately following the weekend or holiday.

EXHIBIT D

Substance Abuse & Mental Health Required Performance Outcomes & Outputs

Network Provider Name:	Guidance/Care Center, Inc.
Contract #:	ME225-14-27
Date:	7/1/2024
Amendment #:	

The Network Provider is directed to the Department's Guidance Document 24, Performance Measurement Manual for program guidance on the measures in Tables 1 & 2 below. To access the Department's FY 24-25 Guidance Document 24, click on the link below: Managing Entities | Florida DCF (myflfamilies.com)*Note: Click on FY24-25 ME Templates and click on Guidance Document 24 – Performance Measurement Manual*

Table 1 -Network Provider Measures				
Target Population and Measure Description	**Annual Target**	**Minimum Acceptable Performance**	**Performance This Period**	**Year to Date Performance**
Adults Community Mental Health				
a. MH003- Average annual days worked for pay for adults with severe and persistent mental illness	40	38		
b. MH703- Percent of adults with serious mental illness who are competitively employed	24%	22.8%		
c. MH742 - Percent of adults with severe and persistent mental illnesses who live in stable housing environment	90%	85.5%		
d. MH743 - Percent of adults in forensic involvement who live in stable housing environment	67%	63.7%		
e. MH744 - Percent of adults in mental health crisis who live in stable housing environment	86%	81.7%		
Adult Substance Abuse				
a. SAA73 - Percentage change in clients who are employed from admission to discharge	10%	9.5%		
b. SA754 - Percent change in the number of adults arrested 30 days prior to admission versus 30 days prior to discharge	15%	14.3%		
c. SA755 - Percent of adults who successfully complete substance abuse treatment services	51%	48.5%		
d. SA756 - Percent of adults with substance abuse who live in a stable housing environment at the time of discharge	94%	89.3%		
Children's Mental Health				
a. MH012 - Percent of school days seriously emotionally disturbed (SED) children attended	86%	81.7%		
b. MH377 - Percent of children with emotional disturbances (ED) who improve their level of functioning	64%	60.8%		
c. MH378 - Percent of children with serious emotional disturbances (SED) who improve their level of functioning	65%	61.8%		
d. MH778 - Percent of children with emotional disturbance (ED) who live in a stable housing environment	95%	90.3%		
e. MH779 - Percent of children with serious emotional disturbance (SED) who live in a stable housing environment	93%	88.4%		
f. MH780 - Percent of children at risk of emotional disturbance (ED) who live in a stable housing environment	96%	91.2%		
Children's Substance Abuse				
a. SA725 - Percent of children who successfully complete substance abuse treatment services	48%	45.6%		
b. SA751 - Percent change in the number of children arrested 30 days	20%	19.0%		

prior to admission versus 30 days prior to discharge				
c. SA752 - Percent of children with substance abuse who live in a stable housing environment at the time of discharge	93%	88.4%		

Table 1 – Network Service Provider Performance Measures	Annual Target	Minimum Acceptable Performance	Performance This Period	Year to Date Performance

Network Provider Compliance: Network Providers shall achieve a minimum of 95% of the annual target levels in Table 1. The measures shall be demonstrated on an annual basis but will be monitored by the ME monthly.

For each measure where the Year-to-Date performance falls below the Minimum Acceptable Performance, the Network Provider will submit a brief narrative, at the request of the ME, describing each of the following elements:

1. Any specific challenges, obstacles, or other operational considerations which are identified as significant factors underlying the unsatisfactory level of performance.
2. Any extenuating circumstances beyond the Network Provider's scope which are identified as significant factors underlying the unsatisfactory level of performance.
3. Efforts the Network Provider has undertaken to support improved performance during this reporting period.
4. Efforts the Network Provider will undertake in the future to support improved performance during subsequent reporting periods.
5. Any region-wide guidance, capacity, training, or other logistical supports needed to support improved performance during subsequent reporting periods.

	Table 2 Network Service Provider Output Measures – Persons Served For Fiscal Year FY24-25	
	Service Category	**FY Target**
Adult Mental Health	**Residential Care**	22
	Outpatient Care	1752
	Crisis Care	228
	State Hospital Discharges	0
	Peer Support Services	30
Children's Mental Health	**Residential Care**	N/A
	Outpatient Care	512
	Crisis Care	200
Adult Substance Abuse	**Residential Care**	N/A
	Outpatient Care	560
	Detoxification	145
	Women's Specific Services	N/A
	Injecting Drug Users	145
	Peer Support Services	90
Children's Substance Abuse	**Residential Care**	N/A
	Outpatient Care	214
	Detoxification	N/A
	Prevention	**Refer to Attachments IV and V, Scope of Work for the numbers served.**

Network Provider Compliance: Failure to meet the applicable standards established in Tables 1 and 2 shall be considered nonperformance pursuant to **Standard Contract, Section 8. Financial Consequences for Network Provider's Failure to Perform**.

EXHIBIT F
SAMH PROGRAMMATIC STATE AND FEDERAL LAWS, RULES, AND REGULATIONS

The Network Provider and its subcontractors shall comply with all applicable state and federal laws, rules and regulations, as amended from time to time, that affect the subject areas of the contract. Authorities include but are not limited to the following:

F2: The Department's contract document Exhibit A2 – SAMH Programmatic State and Federal Law, Rules and Regulations, dated July 1, 2024 or the latest revision thereof, herein incorporated by reference found at: https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities/managing-entities-fy23

F2-1 Federal Authority

F2-1.1 Block Grants Regarding Mental Health and Substance Abuse

F2-1.1.1 Block Grants for Community Mental Health Services

42 U.S.C. ss. 300x, et seq.

F2-1.1.2 Block Grants for Prevention and Treatment of Substance Abuse

42 U.S.C. ss. 300x-21 et seq.

45 CFR Part 96, Subpart L

F2-1.2 Department of Health And Human Services, General Administration, Block Grants

45 CFR Part. 96

F2-1.3 Charitable Choice Regulations Applicable to Substance Abuse Block Grant and PATH Grant

42 CFR Part 54

F2-1.4 Confidentiality Of Substance Use Disorder Patient Records

42 CFR Part 2

F2-1.5 Security and Privacy

45 CFR Part 164

F2-1.6 Supplemental Security Income for the Aged, Blind and Disabled

20 CFR Part 416

F2-1.7 Temporary Assistance to Needy Families (TANF)

42 U.S.C. ss. 601 - 619

45 CFR, Part 260

F2-1.8 Projects for Assistance in Transition from Homelessness (PATH)

42 U.S.C. ss. 290cc-21 – 290cc-35

F2-1.9 Equal Opportunity for Individuals with Disabilities (Americans with Disabilities Act of 1990)

42 U.S.C. ss. 12101 - 12213

F2-1.10 Prevention of Trafficking (Trafficking Victims Protection Act of 2000)

22 U.S.C. s. 7104

2 CFR Part 175

F2-1.11 Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

2 CFR Part 182

2 CFR Part 382

F2-2 Florida Statutes

F2-2.1 Child Welfare and Community Based Care

Ch. 39, F.S.	Proceedings Relating to Children
Ch. 402, F.S.	Health and Human Services: Miscellaneous Provisions

F2-2.2 Substance Abuse and Mental Health Services

Ch. 381, F.S.	Public Health: General Provisions
Ch. 386, F.S.	Particular Conditions Affecting Public Health
Ch. 394, F.S.	Mental Health
Ch. 395, F.S.	Hospital Licensing and Regulation
Ch. 397, F.S.	Substance Abuse Services
Ch. 400, F.S.	Nursing Home and Related Health Care Facilities
Ch. 414, F.S.	Family Self-Sufficiency
Ch. 458, F.S.	Medical Practice
Ch. 464, F.S.	Nursing
Ch. 465, F.S.	Pharmacy
Ch. 490, F.S.	Psychological Services
Ch. 491, F.S.	Clinical, Counseling, and Psychotherapy Services
Ch. 499, F.S.	Florida Drug and Cosmetic Act
Ch. 553, F.S.	Building Construction Standards
Ch. 893, F.S.	Drug Abuse Prevention and Control
S. 409.906(8), F.S.	Optional Medicaid Services – Community Mental Health Services

F2-2.3 Developmental Disabilities

Ch. 393, F.S.	Developmental Disabilities

F2-2.4 Adult Protective Services

Ch. 415, F.S.	Adult Protective Services

F2-2.5 Forensics

Ch. 916, F.S.	Mentally Ill And Intellectually Disabled Defendants
Ch. 985, F.S.	Juvenile Justice; Interstate Compact on Juveniles
S. 985.19, F.S.	Incompetency in Juvenile Delinquency Cases
S. 985.24, F.S.	Use of detention; prohibitions

F2-2.6 State Administrative Procedures and Services

Ch. 119, F.S.	Public Records
Ch. 120, F.S.	Administrative Procedures Act
Ch. 287, F.S.	Procurement of Personal Property and Services
Ch. 435, F.S.	Employment Screening
Ch. 815, F.S.	Computer-Related Crimes
Ch. 817, F.S.	Fraudulent Practices
S. 112.061, F.S.	Per diem and travel expenses of public officers, employees, and authorized persons; statewide travel management system
S. 112.3185, F.S.	Additional standards for state agency employees
S. 215.422, F.S.	Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
S. 216.181(16)(b), F.S.	Advanced funds for program startup or contracted services

F2-3 Florida Administrative Code

F2-3.1 Child Welfare and Community Based Care

Ch. 65C-45, F.A.C.	Levels of Licensure
Ch. 65C-46, F.A.C.	Child-Caring Agency Licensing
Ch. 65C-15, F.A.C.	Child-Placing Agencies

F2-3.2 Substance Abuse and Mental Health Services

Ch. 65D-30, F.A.C.	Substance Abuse Services Office
Ch. 65E-4, F.A.C.	Community Mental Health Regulation
Ch. 65E-5, F.A.C.	Mental Health Act Regulation
Ch. 65E-11, F.A.C.	Behavioral Health Services
Ch. 65E-12, F.A.C.	Public Mental Health Crisis Stabilization Units and Short Term Residential Treatment Programs
Ch. 65E-14, F.A.C.	Community Substance Abuse and Mental Health Services - Financial Rules
Ch. 65E-20, F.A.C.	Forensic Client Services Act Regulation

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

F2-3.3 Financial Penalties

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

F2-4 MISCELLANEOUS

F2-4.1 Department of Children and Families Operating Procedures

CFOP 170-18	Services for Children with Mental Health and Any Other Co-Occurring Substance Abuse or Developmental Disability Treatment Needs in Out-of-Home Care Placements
CFOP 155-11	Title XXI Behavioral Health Network
CFOP 155-47	Processing Referrals From The Department Of Corrections
CFOP 215-6	Incident Reporting and Analysis System (IRAS)

F2-4.2 Standards applicable to Cost Principles, Audits, Financial Assistance and Administrative Requirements

S. 215.425, F.S.	Extra Compensation Claims prohibited; bonuses; severance pay
S. 215.97, F.S.	Florida Single Audit Act
S. 215.971, F.S.	Agreements funded with federal or state assistance
Ch. 65I-42, F.A.C.	Travel Expenses
Ch. 69I-5, F.A.C	State Financial Assistance
CFO's Memorandum No. 01	Contract and Grant Reviews and Related Payment Processing Requirements
CFO's Memorandum No. 02	Reference Guide for State Expenditures
Comptroller's Memorandum No. 04	Guidance on all Contractual Service Agreements Pursuant to Section 215.971, Florida Statutes
CFO's Memorandum No. 20	Compliance Requirements for Agreements
2 CFR, Part 180	Office of Management and Budget Guidelines to Agencies on Government Wide Debarment and Suspension (Non-procurement),
2 CFR, Part 200	Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200

2 CFR, Part 300	Department of Health and Human Services - Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Adoption of 2 CFR Part 200
45 CFR, Part 75	Uniform Administration Requirements, Cost Principles, and Audit Requirements for HHS Awards

F2-4.3 Data Collection and Reporting Requirements

S. 394.74(3)(e), F.S.	Data Submission
S. 394.9082, F.S.	Behavioral health managing entities
S. 394.77, F.S.	Uniform management information, accounting, and reporting systems for providers
S. 397.321(3)(c), F.S.	Data collection and dissemination system
DCF PAM 155-2	Financial and Services Accountability Management System (FASAMS)

	27 GCC	27	3	4	5	7	8	13	14	15	22	30	31	34	41	46	
Guidance/Care Center, Inc.			**AMH**														
ME225-14-27																	
	COVERED SERVICES	**FUNDING / RATE**	**MH001**	**MH009**	**MH018**	**MH072**	**MH076**	**MH0FT**	**MH0PG**	**MH0TB**	**MHEMP**	**MHCAT**	**MHMCT**	**MHARP**	**MHCC2**	**MHSCR**	**TOTAL**
			460,058	915,082	1,130,503	160,000	50,564	-	165,000	-	150,000	150,000	100,668	185,000	240,083	-	$ 3,706,958
01	**Assessment**	**$ 107.45**		170,000		15,000			40,000					36,000			$ 261,000
02	**Case Management**	**$ 114.69**		10,000		2,000			80,000					15,000			$ 107,000
03	**Crisis Stabilization**	**$ 401.79**			1,100,000												$ 1,100,000
04	**Crisis Support/Emergency**	**$ 69.19**			30,503								98,668		$ 240,083		$ 369,254
06	Day Treatment	$ -															$ -
07	Drop-In/Self Help Centers	$ -															$ -
08	**In-Home/On-Site**	**$ 116.74**												30,000			$ 30,000
11	**Intervention - Individual**	**$ 130.93**		220,000		15,000								30,000			$ 265,000
42	**Intervention - Group**	**$ 32.73**												3,000			$ 3,000
12	**Medical Services**	**$ 495.04**		400,000		15,000							1,000	41,000			$ 457,000
13	**Medication-Assisted Treatment**	**$ 20.73**															$ -
14	**Outpatient - Individual**	**$ 140.10**		100,000		2,000								14,000			$ 116,000
35	**Outpatient - Group**	**$ 35.03**												1,000			$ 1,000
15	**Outreach**	**$ 46.64**		15,082		101,000			45,000					15,000			$ 176,082
18	**Residential Level I**	**$ 309.60**	281,429														$ 281,429
	Residential Level I (new SIPP rate)	$ -															$ -
19	Residential Level II	$ -															$ -
20	Residential Level III	$ -															$ -
21	Residential Level IV	$ -															$ -
24	**Substance Abuse Detox**	**$ 227.43**															$ -
25	Supported Employment	$ -															$ -
26	**Supportive Housing**	**$ 113.75**															$ -
27	**TASC**	**$ 69.78**															$ -
28	**Incidental Expenses**	**$ 1.00**				10,000	50,564						1,000				$ 61,564
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**	**$ 113.00**	178,629														$ 178,629
39	Short-term Residential Treatment	$ -															$ -
40	**Clubhouse Services**	**$ 78.36**									150,000						$ 150,000
44	CCST - Individual	$ -															$ -
45	CCST - Group	$ -															$ -
46	Recovery Support - Individual	$ -															$ -
47	Recovery Support - Group	$ -															$ -
48	**Prevention - Indicated**	**$ 93.05**															$ -
49	**Prevention - Selective**	**$ 91.73**															$ -
50	**Prevention - Universal Direct**	**$ 87.71**															$ -
51	**Prevention - Universal Indirect**	**$ 87.71**															$ -
52	Care Coordination	$ -															$ -
53	HIV Early Intervention Services	$ -															$ -
54	Room & Board Level IV	$ -															$ -
	A0- Forensic Multidisciplinary Team	$ -															$ -
	A1- BNET	$ -															$ -
	A2- FIT Team	**$ 1,750.00**															$ -
	A3- Central Receiving System	$ -															$ -
	A4- Care Coordination	$ -															$ -
	A7- Federal Project Grant	**$ 1,330.00**															$ -
	B1- Network Eval. & Dvlpmt	$ -															$ -
	B3- Cost Reimbursement	$ -															$ -
	B4- CAT Team	**$ 62,500.00**										150,000					$ 150,000
	B5- FACT Team	$ -															$ -
	B6- Provider Proviso Projects	$ -															$ -
	C0- Other Bundled Projects (C-WIST)	$ -															$ -
	C0- Other Bundled Projects (BHC)	$ -															$ -
	C0- Other Bundled Projects (CWSP)	**$ 1,750.00**															$ -
	C0- Other Bundled Projects (MRT Teams)	$ -															$ -
	Short-term Residential Treatment-Children	$ -															$ -
***Highlighted cells are eligible for fund allocation**																	
	TOTAL FUNDING	**$ 8,613,210**	$ 460,058	$ 915,082	$ 1,130,503	$ 160,000	$ 50,564	$ -	$ 165,000	$ -	$ 150,000	$ 150,000	$ 100,668	$ 185,000	$ 240,083	$ -	$ 3,706,958
	TOTAL UNCOMPENSATED	$ 1,722,642															$ 741,392

	27 GCC	27	3	4	5	6	7	8	9	10	11	12	13	14	16	17	18	20	
Guidance/Care Center, Inc.			**CMH**																
ME225-14-27																			
	COVERED SERVICES	**FUNDING / RATE**	**MH001**	**MH009**	**MH018**	**MH071**	**MH0BN**	**MHCBS**	**MH0CF**	**MHTBA**	**MHCAT**	**MHMCT**	**MHMDT**	**MHTLH**	**SPLTY**	**MHCFY**	**MHJCL**	**MHARP**	**TOTAL**
			-	470,000	15,677	-	-	-	-	-	600,000	636,471	-	111,112	-	-	-	120,000	$ 1,953,260
01	**Assessment**	**$ 107.45**		40,000										5,000				24,000	$ 69,000
02	**Case Management**	**$ 114.69**		35,000										5,000				10,000	$ 50,000
03	**Crisis Stabilization**	**$ 401.79**																	$ -
04	**Crisis Support/Emergency**	**$ 69.19**			15,677							616,471							$ 632,148
06	Day Treatment	$ -																	$ -
07	Drop-In/Self Help Centers	$ -																	$ -
08	**In-Home/On-Site**	**$ 116.74**		275,000										81,112				20,000	$ 376,112
11	**Intervention - Individual**	**$ 130.93**		60,000										10,000				20,000	$ 90,000
42	**Intervention - Group**	**$ 32.73**																1,000	$ 1,000
12	**Medical Services**	**$ 495.04**		30,000								10,000		5,000				24,000	$ 69,000
13	**Medication-Assisted Treatment**	**$ 20.73**																	$ -
14	**Outpatient - Individual**	**$ 140.10**																10,000	$ 10,000
35	**Outpatient - Group**	**$ 35.03**																1,000	$ 1,000
15	**Outreach**	**$ 46.64**		30,000										5,000				10,000	$ 45,000
18	**Residential Level I**	**$ 309.60**																	$ -
	Residential Level I (new SIPP rate)	$ -																	$ -
19	Residential Level II	$ -																	$ -
20	Residential Level III	$ -																	$ -
21	Residential Level IV	$ -																	$ -
24	**Substance Abuse Detox**	**$ 227.43**																	$ -
25	Supported Employment	$ -																	$ -
26	**Supportive Housing**	**$ 113.75**																	$ -
27	**TASC**	**$ 69.78**																	$ -
28	**Incidental Expenses**	**$ 1.00**										10,000							$ 10,000
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**	**$ 113.00**																	$ -
39	Short-term Residential Treatment	$ -																	$ -
40	**Clubhouse Services**	**$ 78.36**																	$ -
44	CCST - Individual	$ -																	$ -
45	CCST - Group	$ -																	$ -
46	Recovery Support - Individual	$ -																	$ -
47	Recovery Support - Group	$ -																	$ -
48	**Prevention - Indicated**	**$ 93.05**																	$ -
49	**Prevention - Selective**	**$ 91.73**																	$ -
50	**Prevention - Universal Direct**	**$ 87.71**																	$ -
51	**Prevention - Universal Indirect**	**$ 87.71**																	$ -
52	Care Coordination	$ -																	$ -
53	HIV Early Intervention Services	$ -																	$ -
54	Room & Board Level IV	$ -																	$ -
	A0- Forensic Multidisciplinary Team	$ -																	$ -
	A1- BNET	$ -																	$ -
	A2- FIT Team	**$ 1,750.00**																	$ -
	A3- Central Receiving System	$ -																	$ -
	A4- Care Coordination	$ -																	$ -
	A7- Federal Project Grant	**$ 1,330.00**																	$ -
	B1- Network Eval. & Dvlpmt	$ -																	$ -
	B3- Cost Reimbursement	$ -																	$ -
	B4- CAT Team	**$ 62,500.00**									600,000								$ 600,000
	B5- FACT Team	$ -																	$ -
	B6- Provider Proviso Projects	$ -																	$ -
	C0- Other Bundled Projects (C-WIST)	$ -																	$ -
	C0- Other Bundled Projects (BHC)	$ -																	$ -
	C0- Other Bundled Projects (CWSP)	**$ 1,750.00**																	$ -
	C0- Other Bundled Projects (MRT Teams)	$ -																	$ -
	Short-term Residential Treatment-Children	$ -																	$ -
***Highlighted cells are eligible for fund allocation**																			
	TOTAL FUNDING	**$ 8,613,210**	$ -	$ 470,000	$ 15,677	$ -	$ -	$ -	$ -	$ -	$ 600,000	$ 636,471	$ -	$ 111,112	$ -	$ -	$ -	$ 120,000	$ 1,953,260
	TOTAL UNCOMPENSATED	$ 1,722,642																	$ 390,652

	27 GCC	27	3	4	5	6	9	10	11	14	15	17	18	19	20	21	31	32	
Guidance/Care Center, Inc.			**ASA**																
ME225-14-27																			
	COVERED SERVICES	**FUNDING / RATE**	**MS003**	**MS011**	**MS021**	**MS023**	**MS081**	**MS091**	**MS0CN**	**MSOHB**	**MSONQ**	**MSOTR**	**MS925**	**MSCBS**	**MSSM6**	**MSCS3**	**MSARP**	**MS252**	**TOTAL**
			-	523,791	486,643	-	-	200,000	-	-	807,274	-	48,000	50,000	162,500	-	78,615	-	$ 2,356,823
01	**Assessment**	**$ 107.45**		100,000				5,000			50,000			1,000	15,000				$ 171,000
02	**Case Management**	**$ 114.69**		55,000				20,000			38,238			1,000	25,000				$ 139,238
03	**Crisis Stabilization**	**$ 401.79**																	$ -
04	**Crisis Support/Emergency**	**$ 69.19**			150,000			80,000											$ 230,000
06	Day Treatment	$ -																	$ -
07	Drop-In/Self Help Centers	$ -																	$ -
08	**In-Home/On-Site**	**$ 116.74**						75,000			10,000								$ 85,000
11	**Intervention - Individual**	**$ 130.93**		1,791				15,000			10,000				10,000				$ 36,791
42	**Intervention - Group**	**$ 32.73**									10,000								$ 10,000
12	**Medical Services**	**$ 495.04**									100,000				20,000				$ 120,000
13	**Medication-Assisted Treatment**	**$ 20.73**									242,000				90,000				$ 332,000
14	**Outpatient - Individual**	**$ 140.10**		100,000							30,000			24,000	2,500				$ 156,500
35	**Outpatient - Group**	**$ 35.03**		155,000							10,000			24,000					$ 189,000
15	**Outreach**	**$ 46.64**		62,000				5,000			50,000								$ 117,000
18	**Residential Level I**	**$ 309.60**																	$ -
	Residential Level I (new SIPP rate)	$ -																	$ -
19	Residential Level II	$ -																	$ -
20	Residential Level III	$ -																	$ -
21	Residential Level IV	$ -																	$ -
24	**Substance Abuse Detox**	**$ 227.43**			336,643						249,036						78,615		$ 664,294
25	Supported Employment	$ -																	$ -
26	**Supportive Housing**	**$ 113.75**																	$ -
27	**TASC**	**$ 69.78**																	$ -
28	**Incidental Expenses**	**$ 1.00**											48,000						$ 48,000
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**	**$ 113.00**																	$ -
39	Short-term Residential Treatment	$ -																	$ -
40	**Clubhouse Services**	**$ 78.36**																	$ -
44	CCST - Individual	$ -																	$ -
45	CCST - Group	$ -																	$ -
46	Recovery Support - Individual	$ -																	$ -
47	Recovery Support - Group	$ -																	$ -
48	**Prevention - Indicated**	**$ 93.05**									2,000								$ 2,000
49	**Prevention - Selective**	**$ 91.73**									2,000								$ 2,000
50	**Prevention - Universal Direct**	**$ 87.71**									2,000								$ 2,000
51	**Prevention - Universal Indirect**	**$ 87.71**									2,000								$ 2,000
52	Care Coordination	$ -																	$ -
53	HIV Early Intervention Services	$ -																	$ -
54	Room & Board Level IV	$ -																	$ -
	A0- Forensic Multidisciplinary Team	$ -																	$ -
	A1- BNET	$ -																	$ -
	A2- FIT Team	**$ 1,750.00**																	$ -
	A3- Central Receiving System	$ -																	$ -
	A4- Care Coordination	$ -																	$ -
	A7- Federal Project Grant	**$ 1,330.00**																	$ -
	B1- Network Eval. & Dvlpmt	$ -																	$ -
	B3- Cost Reimbursement	$ -																	$ -
	B4- CAT Team	**$ 62,500.00**																	$ -
	B5- FACT Team	$ -																	$ -
	B6- Provider Proviso Projects	$ -																	$ -
	C0- Other Bundled Projects (C-WIST)	$ -																	$ -
	C0- Other Bundled Projects (BHC)	$ -																	$ -
	C0- Other Bundled Projects (CWSP)	**$ 1,750.00**		50,000															$ 50,000
	C0- Other Bundled Projects (MRT Teams)	$ -																	$ -
	Short-term Residential Treatment-Children	$ -																	$ -
***Highlighted cells are eligible for fund allocation**																			
	TOTAL FUNDING	**$ 8,613,210**	$ -	$ 523,791	$ 486,643	$ -	$ -	$ 200,000	$ -	$ -	$ 807,274	$ -	$ 48,000	$ 50,000	$ 162,500	$ -	$ 78,615	$ -	$ 2,356,823
	TOTAL UNCOMPENSATED	$ 1,722,642																	$ 471,365

	27 GCC	27	3	4	5	6	7	8	9	10	11	14	15	16	17	18	19	27	
Guidance/Care Center, Inc.			**CSA**																
ME225-14-27																			
	COVERED SERVICES	**FUNDING / RATE**	**MS003**	**MS011**	**MS021**	**MS023**	**MS025**	**MS0PP**	**MS0CF**	**MS0TB**	**MSSP6**	**MS903**	**MS921**	**MSPPS**	**MSSPV**	**MSPV2**	**MSSP4**	**MSARP**	**TOTAL**
			-	253,773	-	-	199,063	-	-	-	23,333	-	-	-	-	-	-	120,000	$ 596,169
01	**Assessment**	**$ 107.45**		25,000														30,000	$ 55,000
02	**Case Management**	**$ 114.69**		2,000															$ 2,000
03	**Crisis Stabilization**	**$ 401.79**																	$ -
04	**Crisis Support/Emergency**	**$ 69.19**																	$ -
06	Day Treatment	$ -																	$ -
07	Drop-In/Self Help Centers	$ -																	$ -
08	**In-Home/On-Site**	**$ 116.74**		2,000															$ 2,000
11	**Intervention - Individual**	**$ 130.93**		194,773														44,000	$ 238,773
42	**Intervention - Group**	**$ 32.73**																1,000	$ 1,000
12	**Medical Services**	**$ 495.04**																	$ -
13	**Medication-Assisted Treatment**	**$ 20.73**																	$ -
14	**Outpatient - Individual**	**$ 140.10**																	$ -
35	**Outpatient - Group**	**$ 35.03**																	$ -
15	**Outreach**	**$ 46.64**		30,000														45,000	$ 75,000
18	**Residential Level I**	**$ 309.60**																	$ -
	Residential Level I (new SIPP rate)	$ -																	$ -
19	Residential Level II	$ -																	$ -
20	Residential Level III	$ -																	$ -
21	Residential Level IV	$ -																	$ -
24	**Substance Abuse Detox**	**$ 227.43**																	$ -
25	Supported Employment	$ -																	$ -
26	**Supportive Housing**	**$ 113.75**																	$ -
27	**TASC**	**$ 69.78**																	$ -
28	**Incidental Expenses**	**$ 1.00**																	$ -
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**	**$ 113.00**																	$ -
39	Short-term Residential Treatment	$ -																	$ -
40	**Clubhouse Services**	**$ 78.36**																	$ -
44	CCST - Individual	$ -																	$ -
45	CCST - Group	$ -																	$ -
46	Recovery Support - Individual	$ -																	$ -
47	Recovery Support - Group	$ -																	$ -
48	**Prevention - Indicated**	**$ 93.05**					5,000				3,333								$ 8,333
49	**Prevention - Selective**	**$ 91.73**					183,063				14,000								$ 197,063
50	**Prevention - Universal Direct**	**$ 87.71**					10,000				5,000								$ 15,000
51	**Prevention - Universal Indirect**	**$ 87.71**					1,000				1,000								$ 2,000
52	Care Coordination	$ -																	$ -
53	HIV Early Intervention Services	$ -																	$ -
54	Room & Board Level IV	$ -																	$ -
	A0- Forensic Multidisciplinary Team	$ -																	$ -
	A1- BNET	$ -																	$ -
	A2- FIT Team	**$ 1,750.00**																	$ -
	A3- Central Receiving System	$ -																	$ -
	A4- Care Coordination	$ -																	$ -
	A7- Federal Project Grant	**$ 1,330.00**																	$ -
	B1- Network Eval. & Dvlpmt	$ -																	$ -
	B3- Cost Reimbursement	$ -																	$ -
	B4- CAT Team	**$ 62,500.00**																	$ -
	B5- FACT Team	$ -																	$ -
	B6- Provider Proviso Projects	$ -																	$ -
	C0- Other Bundled Projects (C-WIST)	$ -																	$ -
	C0- Other Bundled Projects (BHC)	$ -																	$ -
	C0- Other Bundled Projects (CWSP)	**$ 1,750.00**																	$ -
	C0- Other Bundled Projects (MRT Teams)	$ -																	$ -
	Short-term Residential Treatment-Children	$ -																	$ -
***Highlighted cells are eligible for fund allocation**																			
	TOTAL FUNDING	**$ 8,613,210**	$ -	$ 253,773	$ -	$ -	$ 199,063	$ -	$ -	$ -	$ 23,333	$ -	$ -	$ -	$ -	$ -	$ -	$ 120,000	$ 596,169
	TOTAL UNCOMPENSATED	$ 1,722,642																	$ 119,234

EXHIBIT H - FUNDING DETAIL

Provider: Guidance/Care Center, Inc. **Contract #:** ME225-14-27 **Amendment #**

ADULT MENTAL HEALTH

OCA DESCRIPTION	NEW OCA	AMOUNT
Residential Services	MH001	$ 460,058
Non-Residential Services	MH009	$ 915,082
Crisis and Baker Act Services	MH018	$ 1,130,503
Early Intervention - Psychotic Disorders	MH026	$ -
Community Forensic Program	MH072	$ 160,000
Indigent Drug Program	MH076	$ 50,564
Proviso Allocation - Citrus	MH094	$ -
Carry Forward	MH0CF	$ -
Care Coordination	MH0CN	$ -
Forensic Hospital Multidisciplinary Team	MH0FH	$ -
FACT Team	MH0FT	$ -
PATH Grant	MH0PG	$ 165,000
TANF Services	MH0TB	$ -
BSCA Early Intervention SVC-Psychotic Disorders	MH26B	$ -
BSCA 988 Suicide & Crisis Lifeline	MHCBS	$ -
Citrus Health Network ACS	MH128	$ -
Expanding 211 Call Vol& Coordination Initiative	MH211	$ -
Emergency COVID-19 Grant Supplemental	MHCOS	$ -
Early Intervention Services MHBG Supplemental 2	MH262	$ -
Supported Employment Services	MHEMP	$ 150,000
Forensic Transitional Beds	MHFMH	$ -
Residential stability Coord MHBG SUP2	MHRE2	$ -
For Profit Sub-Recipeint - Key West HMA	MHSFP	$ -
MH 988 State & Territory Improvement Grant	MH981	$ -
MH 988 Implementation Fed Discretionary Grant	MH98G	$ -
MDC - Central Receiving Facility	MDCRF	$ -
Suicide Prevention MHBG Supplemental 2	MHPV2	$ -
Community Action Treatment (CAT) Team	MHCAT	$ 150,000
Mobile Crisis Team	MHMCT	$ 100,668
Specialty Programs	SPLTY	$ -
Involuntary Outpatient Services Pilot Project	MH021	$ -
MH Services MHBG Supplemental 2	MHARP	$ 185,000
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	$ 240,083
Agape Network - Community Reentry	MH101	$ -
MDC-HT/ Project Lazarus Specialized Outreach	MH119	$ -
CRF- Banyan	MHSCR	$ -
TOTAL ADULT MENTAL HEALTH =		**$ 3,706,958**

CHILDREN MENTAL HEALTH

OCA DESCRIPTION	NEW OCA	AMOUNT
Residential Services	MH001	$ -
Non-Residential Services	MH009	$ 470,000
Crisis and Baker Act Services	MH018	$ 15,677
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	$ 600,000
Mobile Crisis Team	MHMCT	$ 636,471
ME Other Multidisciplinary Team	MHMDT	$ -
Telehealth Behavioral Health Services	MHTLH	$ 111,112
		$ -
Specialty Programs	SPLTY	$ -
Connect Familias Youth Screen	MHCFY	$ -
JCS Crisis Line	MHJCL	$ -
		$ -
MH Services MHBG Supplemental 2	MHARP	$ 120,000
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
TOTAL CHILDREN MENTAL HEALTH =		**$ 1,953,260**

ADULT SUBSTANCE ABUSE

OCA DESCRIPTION	NEW OCA	AMOUNT
Residential Services	MS003	$ -
Non-Residential Services	MS011	$ 523,791
Detox Services	MS021	$ 486,643
HIV Services	MS023	$ -
Prevention Services	MS025	$ -
Women's Services	MS027	$ -
Pregnant Women Project	MS081	$ -
FIT Team	MS091	$ 200,000
Care Coordination	MS0CN	$ -
Carry Forward	MS0CF	$ -
TANF Services	MS0TB	$ -
Opioid TF Hospital Bridge Programs	MSOHB	$ -
Opioid TF Non-Qualified Counties	MSONQ	$ 807,274
Opioid TF Peer Supports & Recovery Comm	MSOPR	$ -
Opioid TF Treatment and Recovery	MSOTR	$ -
McKinsey Settlement- SA Services	MS925	$ 48,000
Community Based Services	MSCBS	$ 50,000
SOR-MAT Year 6	MSSM6	$ 162,500
NES/SEN Care Coordination SAPT Supplemental 2	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	$ 78,615
Primary Prevention SAPT Supplemental 2	MS252	$ -
COSSAP	COSSAP	$ -
TOTAL ADULT SUBSTANCE ABUSE =		**$ 2,356,823**

CHILDREN SUBSTANCE ABUSE

OCA DESCRIPTION	NEW OCA	AMOUNT
Residential Services	MS003	$ -
Non-Residential Services	MS011	$ 253,773
Detox Services	MS021	$ -
HIV Services	MS023	$ -
Prevention Services	MS025	$ 199,063
Prevention Partnership Grant	MS0PP	$ -
Carry Forward	MS0CF	$ -
TANF Services	MS0TB	$ -
SOR- Prevention Year 6	MSSP6	$ 23,333
		$ -
		$ -
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	$ 120,000
		$ -
		$ -
		$ -
		$ -
		$ -
TOTAL CHILDREN SUBSTANCE ABUSE =		**$ 596,169**

FUNDS NOT REQUIRING MATCH:

Drug Abuse Services	$ 462,722
Block Grant (CMHC)	$ 1,939,871
Deinstitutionalization Project	$ -
CMH Program	$ 1,953,260
	$ -
TOTAL FUNDS NOT REQUIRING MATCH	**$ 4,355,853**

TOTAL ALL PROGRAMS =	$ 8,613,210
UNCOMPENSATED UNITS =	$ 1,722,642
TOTAL =	**$ 10,335,852**
TOTAL FUNDS REQUIRING MATCH =	$ 4,257,357
LOCAL MATCH REQUIRED =	**$ 1,419,119**

NOTES

FY 2023-24 Adjustments:
'2/10/23 All CF allocations are removed.
MH09S allocations are moved to MHARP,MS11S and MS21S is transferred to MSARP.
MHCCS allocations are transferred to MHCC2.
SOR treatment allocations are transferred to MSSM5, subject to availability of funding.
SOR prevention allocations are transferred to MSSP5, subject to availbility of funding.
'9/16/23 $11,667 is transferred from MSSP5 to MSSP4; these funds cannot be expended beyond 9/30/23.
$83,333 is reduced from MHEMP to align with ME's SOF allocation.
$84,952 is reduced from MHCC2 to align with ME's SOF allocation.
1/7/24 $61,250 is added to CSA-MSPP6 and $80,880 is reduced from MSPP5 to align the budget with DCF allocations.
1/8/24 SOR funding is revised as follows: MSSM5-$123,188, MSSM6-$526,812.
$76,562.72 is added to CMH-MH0CF (MHCAT) for additional capacity.
$50,890.30 is addeed to ASA-MS0CF (MS925) for additional MAT srvices, 1-time only.
'1/16/24 $807,274 is added to ASA-MSONQ forOpioid Services.
FY 2024-25 Adjustments:
2/5/24 All Carry forward, MHARP, MSARP, MHCC2 budget allocations are removed as they were non-recurring allocations.
SOR treatment and prevention budget allocations are adjusted tot he 1st quarter allocations only; the remaining funds will be allocated after the ME receives its FY 24-25 SOF allocation.
All MHARP, MSARP, and MHCC2 allocations are kept subject to continued funding availbility from DCF.

ME225-14-27

27 GCC

			AMH		CMH		ASA		CSA	
	REQUIRED MATCH:	**$ 1,419,119**								
	COST CENTERS	**RATE**	**UNITS**	**MATCH**	**UNITS**	**MATCH**	**UNITS**	**MATCH**	**UNITS**	**MATCH**
1	**Assessment**	**$ 107.45**	-		-		-		-	
2	**Case Management**	**$ 114.69**	-		-		871.92	$ 100,000	-	
3	**Crisis Stabilization**	**$ 401.79**	995.54	$ 400,000	-		-		-	
4	**Crisis Support/Emergency**	**$ 69.19**	5,781.52	$ 400,000	-		-		-	
6	Day Treatment	$ -								
7	Drop-In/Self Help Centers	$ -								
8	**In-Home/On-Site**	**$ 116.74**	-		-		-		-	
11	**Intervention - Individual**	**$ 130.93**	-		-		763.77	$ 100,000	-	
42	**Intervention - Group**	**$ 32.73**	-		-		-		-	
12	**Medical Services**	**$ 495.04**	-		-		-		-	
13	**Medication-Assisted Treatment**	**$ 20.73**	-		-		-		-	
14	**Outpatient - Individual**	**$ 140.10**	-		-		356.89	$ 50,000	-	
35	**Outpatient - Group**	**$ 35.03**	-		-		-		-	
15	**Outreach**	**$ 46.64**	-		-		409.93	$ 19,119	-	
18	**Residential Level I**	**$ 309.60**	-		-		-		-	
	Residential Level I (new SIPP rate)	$ -								
19	Residential Level II	$ -								
20	Residential Level III	$ -								
21	Residential Level IV	$ -								
24	**Substance Abuse Detox**	**$ 227.43**	-		-		1,538.94	$ 350,000	-	
25	Supported Employment	$ -								
26	**Supportive Housing**	**$ 113.75**	-		-		-		-	
27	**TASC**	**$ 69.78**	-		-		-		-	
28	**Incidental Expenses**	**$ 1.00**	-		-		-		-	
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**	**$ 113.00**	-		-		-		-	
39	Short-term Residential Treatment	$ -								
40	**Clubhouse Services**	**$ 78.36**	-		-		-		-	
44	CCST - Individual	$ -								
45	CCST - Group	$ -								
46	Recovery Support - Individual	$ -								
47	Recovery Support - Group	$ -								
48	**Prevention - Indicated**	**$ 93.05**	-		-		-		-	
49	**Prevention - Selective**	**$ 91.73**	-		-		-		-	
50	**Prevention - Universal Direct**	**$ 87.71**	-		-		-		-	
51	**Prevention - Universal Indirect**	**$ 87.71**	-		-		-		-	
52	Care Coordination	$ -								
53	HIV Early Intervention Services	$ -								
54	Room & Board Level IV	$ -								
	A0- Forensic Multidisciplinary Team	$ -								
	A1- BNET	$ -								
	A2- FIT Team	**$ 1,750.00**	-		-		-		-	
	A3- Central Receiving System	$ -								
	A4- Care Coordination	$ -								
	A5- First Episode Team	$ -								
	A7- Federal Project Grant	**$ 1,330.00**	-		-		-		-	
	B1- Network Eval. & Dvlpmt	$ -								
	B3- Cost Reimbursement	$ -								
	B4- CAT Team	**$ 62,500.00**	-		-		-		-	
	B5- FACT Team	$ -								
	B6- Provider Proviso Projects	$ -								
	A7- GPRA	$ -								
	C0- Other Bundled Projects (C-WIST)	$ -								
	C0- Other Bundled Projects (BHC)	$ -								
	C0- Other Bundled Projects (CWSP)	**$ 1,750.00**	-		-		-		-	
	C0- Other Bundled Projects (MRT Teams)	$ -								
	MATCH ALLOCATION:			$ 800,000		$ -		$ 619,119		$ -
	GRAND TOTAL:	**$ 1,419,119**								

EXHIBIT I
Motivational Support Program (MSP)
Treatment Provider Protocols
Network Provider: Guidance/Care Center, Inc.

I. POLICY:

It is the policy of South Florida Behavioral Health Network (SFBHN) to establish protocols for treatment providers that receive referrals and/or provide services to individuals that have been identified as eligible for MSP services. These protocols have been established to ensure that this high-risk, priority population receives expedited services.

The MSP Protocols for Monroe County are incorporated herein by reference and available upon request to the ME Contract Manager.

II. PURPOSE:

The purpose of this program is to:

- Engage and retain child-welfare involved families in behavioral health treatment; and
- Keep families together, where appropriate, by preventing at-risk children from receiving an out-of-home placement.

III. AUTHORITY:

The Prime Contract between the ME and the Department provides the ME with authority to contract for these services. Refer to the Department of Children and Families Program Guidance 19, Integration with Child Welfare available at this this link:

To access the Department's FY 24-25 Guidance Document 19, click on the link below:
https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities

Note: Click on FY24-25 ME Templates and click on Guidance Document 19, Integration with Child Welfare

IV. DEFINITIONS:

a. CASE MANAGEMENT - Case management services consist of activities aimed at identifying the recipient's needs, planning services, linking the service system with the person, coordinating the various system components, monitoring service delivery, and evaluating the effect of the services received.

b. CHILD WELFARE - Services provided directly or under contract with the Florida Department of Children and Families' Family Safety Program Office.

c. DEPARTMENT - The Department of Children and Family Services, created pursuant to Section 20.19, Florida Statues (F.S.).

d. FLORIDA SAFE FAMILIES NETWORK ("FSFN") – A Department of Children and Families automated data system utilized to track child welfare cases.

e. FULL CASE MANAGEMENT AGENCIES - Full case management agencies under contract with the lead Community Based Care ("CBC") agency, that provide support to children and families to help ensure the best possible outcomes for children and families who are involved in the child welfare system in Miami-Dade County.

f. INCIDENTAL EXPENSES - This cost center provides for incidental expenses, such as clothing, medical care, educational needs, developmental services, FACT Team housing subsidies and pharmaceuticals (if not required by the RFP to be reimbursed through a separate cost reimbursement contract), and other approved costs. All incidental expenses must have prior written authorization by the ME's authorized staff member or be authorized in the contract.

g. INTENSIVE FAMILY PRESERVATION SERVICES: Agencies under contract with the lead CBC to provide intensive in-home services intended to prevent high and imminent risk families from entering the Dependency Court system while increasing the families' level of functionality.

h. MOTIVATIONAL SUPPORT SPECIALISTS ("MSS") – Are staff positions (Case Manager) at the designated MSP contracted network provider that provide ancillary support to the CBC Case Manager and the contracted ME treatment provider, perform linkage to the child welfare system to engage and support involved child welfare families in appropriate behavioral health treatment and recovery with a goal of improving both behavioral health treatment and child welfare outcomes.

i. MOTIVATIONAL SUPPORT SPECIALISTS SUPERVISOR – A master's level supervisor who manages and oversees the Motivational Support Specialists.

j. CITRUS FAMILY CARE NETWORK ("CFCN")- The Department of Children and Family Services Child Welfare Community Based Care (CBC) Lead Agency for the Southern Region.

k. OUTREACH - Outreach services are provided through a formal program to both individuals and the community. Community services include education, identification, and linkage with high-risk groups. Outreach services for individuals are designed to: encourage, educate, and engage prospective individuals who show an indication of behavioral health needs. Enrollment for Individuals served are not included in Outreach services.

l. QUALIFIED PROFESSIONAL - A physician or physician assistant licensed under Chapter 458 or 459, F.S., a psychiatrist licensed under chapter 458 or chapter 459; a psychologist as defined in s. 490.003(7); or a psychiatric nurse which means an advanced registered nurse practitioner certified under s. 464.012 who has a master's or doctoral degree in psychiatric nursing, holds a national advanced practice certification as a psychiatric mental health advanced practice nurse, and has 2 years of post-master's clinical experience under the supervision of a physician a professional licensed under Chapter 490 or 491, F.S., a professional as defined in s. 394.455(5), (7), (32), (35), or (36)notwithstanding any other provision of law, a person who was certified through a certification process recognized by the former Department of Health and Rehabilitative Services before January 1, 1995, may perform the duties of a qualified professional with respect to substance abuse treatment services as defined in this chapter, and need not meet the certification requirements contained in s. 397.311(34) (ref. §397.416 F.S.) . Individuals who are certified are permitted to serve in the capacity of a qualified professional, but only within the scope of their certification.

m. SCREENING – The first step needed to identify if there is a substance use or mental health disorder potentially impacting parenting protective capacity and the safety of the child. It is a process to determine the possibility that a behavioral health disorder may be present and to identify indicators when one suspects the presence of a disorder.

n. SUMMARY - A written statement summarizing the results of the screening relative to the perceived condition of the individual served and a further statement of possible needs based on the individuals' served condition to include the results of a urinalysis, when applicable, as specified in the Motivational Support Program Protocols, incorporated by reference herein.

V. Referral to MSP Criterion: The identified danger threat level determines the urgency of the referral to MSP. Refer to the Motivational Support Program Protocols, incorporated by reference herein.

1. Urgent Referral Case

MSP will offer an immediate response and contact family/ caregiver within 24 hours for cases that are considered urgent at the CPI level, following a consultation with CPI Supervisor (CPIS) or with the Behavioral Health Clinical Consultant (CCS).

Referral Source: A CPI Supervisor (CPIS), a Program Administrator (PA); or a Behavioral Health Clinical Consultant (CCS) who has screened the case history or who has triaged a case during a pre-commencement or post commencement consultation.

2. Semi-Urgent Case

MSP will offer a response and contact family/ caregiver within 48 hours for cases that are considered "SEMI- urgent" at the CPI level, following a consultation with CPI Supervisor or with the Behavioral Health Clinical Consultant (CCS). The DCF Opioid Grant Behavioral Health Consultant can also make a recommendation for MSP involvement. If a recommendation has been made by the CCS or CPIS for an MSP referral to be submitted, the CPIS or CCS is to follow-up to ensure that the MSP referral has been completed.

Referral Source: A CPI Supervisor (CPIS), a Program Administrator (PA); or a Behavioral Health Clinical Consultant (CCS) who has screened the case history or who has triaged a case during a pre-commencement or post commencement consultation.

3. CBC Referrals

MSP will offer a response and contact family/ caregiver within 72 hours. These referrals are initiated during the later stages of the CPI investigation.

Referral Source: The CBC Intake staff, at end of investigation, when CPI is closing and or transferring case to the Full Case Management Agency (FCMA.)

VI. PROCEDURES

The items delineated below are the contractually required protocols for any individual that has been identified as an MSP referral and has been referred to a contracted SFBHN Network Provider for behavioral health treatment.

A. Referrals and Communication between the parties

1. The MSP case manager or Motivational Support Specialist ("MSS") will submit referral to treatment provider.
2. The treatment provider will ensure that an initial appointment takes place within seven (7) business days of the receipt of referral from MSS, regardless of the individual's ability to pay.
3. The treatment provider will ensure that the individual was financially assessed utilizing the sliding fee scale as specified in the SFBHN main contract with the network provider.
4. The treatment provider shall notify the MSS, within 24 hours of the event, via email or documented phone call, when a referred individual presents with any crucial issues such as non-compliance with appointments, positive urinalysis, and/or lack of progress issues.
5. The treatment provider must notify the MSS and submit a Discharge Summary to the MSS upon completion of behavioral health treatment.
6. The Network Provider will coordinate with the MSS, and/or the DCF Protective Investigators (PI), and/or the CBC lead agency, Intensive Family Preservation Services ("IFPS"), Full Case Management Agencies ("FCMA") Providers to participate in staffing's as required.

B. Substance Abuse Treatment

Assessment

1. The treatment provider will complete and transfer the assessment tool to the MSS within twenty (20) calendar days of admission into outpatient substance abuse treatment.
2. The provider will complete and transfer the assessment tool to the MSS within five (5) calendar days of admission into residential substance abuse treatment.

C. Mental Health Treatment

Assessment

1. The treatment provider will complete a Bio-psychosocial assessment, upon completion of the intake process. This determines the type and frequency of services that the individual needs. In addition, the treatment provider will submit the completed Bio- psychosocial assessment to the MSS within one (1) business day of its completion.

2. The treatment provider must link the individual to recommended services based on the needs identified in the Bio-psychosocial assessment and notify the MSS, within one (1) business day, via email.

a. The email will contain all information deemed necessary by the treatment provider including but not limited to type of service, initial service date, therapist name and contact information.
b. The treatment provider will utilize the assistance of the MSS, who will engage SFBHN for residential placement assistance, if necessary.

3. The MSS will then upload the Bio-Psychosocial Assessment and add the treatment recommendations into FSFN.

In instances when the treatment provider is unable to clinically meet the individual's needs, the treatment provider will link the individual (within two (2) business days) to another behavioral health provider that is able to meet his/her treatment needs. The referring treatment provider will staff the case with the MSS and the Child Welfare Integration Coordinator at the ME and provide clinical justification for the transfer of case, prior to the transfer. The referring treatment provider will notify the MSS within one (1) business day of the transfer.

All reports and documentation submitted to the MSS will be uploaded to Florida Safe Families Network ("FSFN") and will be used to inform decision making by the primary worker assigned to the child welfare case.

D. Drug Testing:

The initial drug test is conducted by the DCF Protective Investigator (PI) prior to the referral to the MSP. Subsequent weekly random drug testing will be conducted by the MSS commencing the date of admission. All testing will be observed by the same gender staff as the individual served. At minimum, all MSP individuals must be drug tested once a week during the first 2 weeks of treatment. After the initial 2 weeks, random drug testing will occur by the provider based on the individual's progress in treatment and the results of those drug screening will be provided in FSFN until the case has been closed. Should the individual be court involved, drug screenings will be conducted at the intervals required by the courts.

E. Documentation:

Monthly treatment summaries will be submitted to the MSS by until such time as the case is closed with MSP. The MSP Monthly Treatment Summary Form found in Appendix 1 of this Exhibit.

1. The form must be submitted at the required intervals as specified above.
2. It must be completely filled out including: individual served demographic information, diagnostic information, progress in treatment, and urinalysis results (if applicable).
3. The form must be signed and dated by the treating clinician.

F. Motivation Support Program form Monroe County Flow Chart

The Network Provider shall follow the process delineated in the Guidance/Care Center, Inc. Motivational Support Program for Monroe County Flow Chart, dated February 8, 2022, incorporated herein by reference. The Network Provider will submit any revisions to the flow chart within ten (10) calendar days to the ME Contract Manager.

Appendix 1
Motivational Support Program
Monthly Progress Report

Initial □
Monthly □

Network Provider (Agency Name):

Date:

Client Name: Social Security Number: DOB:

ICD 10 Code	DSM 5 Diagnosis

Progress in Treatment (to include compliance with sessions, resistance):

Frequency of UA Testing:

Urinalysis Results:

I, _____ (Print Therapist Name), hereby attest that I will submit this completed form to the Motivational Support Program Specialist every 15th calendar day after the month of service.

Therapist Signature and Title: _____

Date: _____

Exhibit J
Child Welfare Specialty Program (CWSP)
Network Providers: The Village South, Inc. and Guidance Care Center, Inc.

A. OVERVIEW

The Network Provider is contracted to operate Child Welfare Specialty Program ("CWSP") described in the approved Program Description, herein incorporated by reference, designed to provide intensive outpatient substance abuse and/or mental health services to individuals or families involved in the Child Welfare system. The goal of the program is to reduce re-entry into the child welfare system. For the provision of services, the Network Provider must adhere to the CWSP protocol, dated 09/30/2019, or the latest revision thereof.

CWSP includes participation from the Florida Department of Children and Families Child Protective Investigator (CPI) Unit, Full Case Management Agencies (FCMA), Behavioral Health Providers, the Southern Region Lead Community-Based Care Provider, the ME contracted Motivational Support Program Network Provider, the Child Welfare Integration and Support Team ("CWIST") Network Provider, Behavioral Health Consultants, and the ME.

B. METHOD OF PAYMENT

The CWSP Program will be reimbursed by the ME using a Case Rate method of payment in accordance with subsection 65E-14.021(2), F.A.C. Refer to Exhibit B, Method of Payment

C. REQUIRED REPORTS

The Network Provider agrees to submit all of the following reports and documentation by the specified timelines and any ad hoc requests made by the ME.

1. Child Welfare Program Active Cases Weekly Report

The Network Provide must submit the Child Welfare Program Active Cases Weekly Report every Monday by close of business, following the week of service. The report must be e-mailed to the Child Welfare Integration Coordinator at the ME. The Active Cases Weekly Report is to include the week ending date as the Monday of submission (a week is detailed as Tuesday to Monday). All data included in the Report must be reflective of data up to the date and time of submission. This report must include the current number of individuals pending an intake, who have been referred to the specific program and currently enrolled individuals assigned to each program.

The Network Provider shall use the Child Welfare Programs Active Weekly Cases Report in the template provided in Appendix 1 of this Exhibit.

2. Child Welfare Monthly Tracker

On a monthly basis, by the 14th of every month, the Network Provider shall submit a tracker on the template provided by the Managing Entity with information from the preceding month. The report must be submitted electronically in a secured, password protected or encrypted format by

the dates and to the individuals specified in **Exhibit C, Required Reports**. Network provider shall submit request for payment for individuals that have received more than 30 days of services.

3. Florida's Safe Families Network (FSFN) Documentation

The CWSP will assign one person on the CWSP team that is to be responsible for writing weekly SAMH notes in FSFN. The note will at minimum include the information detailed in Appendix 2, SAMH Weekly Note Template.

D. TRAINING

The Network Provider agrees to ensure that all CWSP staff participate in any training provided by the Department or the ME. Trainings include but are not limited to all technical assistance, child welfare champions trainings, FSFN training, etc.

APPENDIX 1

Child Welfare Programs Active Cases Weekly Report

REPORTING PERIOD: ___/__/____ - ___/___/____

PROGRAM	PENDING INTAKE	CURRENTLY ENROLLED	TOTAL CASES
Child Welfare Specialty Program (CWSP)			

APPENDIX 2
SAMH WEEKLY NOTE TEMPLATE: WEEK ENDING ON DAY OF WEEKLY CASE CONFERENCE

CLINICAL # OF SESSIONS NEEDED PER PROTOCOL THIS WEEK: # OF SESSIONS COMPLETED:	Evidence Based Modality Being Used: Stage of Change: Clinical Impressions in Session: Resistance or Cancellations:
PEER SUPPORT # OF SESSIONS NEEDED PER PROTOCOL THIS WEEK: # OF SESSIONS COMPLETED:	Resistance or Cancellations: Strength Based Observations:
CASE MANAGEMENT # OF FACE TO FACE NEEDED PER PROTOCOL THIS WEEK: # OF FACE TO FACE COMPLETED:	Resistance or Cancellations: Referrals Made (Type, Agency, Date): Referral Follow Up:

Exhibit L
Assisted Living Facilities with
Limited Mental Health License

Authority: s. 394.4574, F.S.

I. Network Providers that enter into a cooperative agreement with an Assisted Living Facility-Limited Mental Health License (ALF-LMHL) that are also responsible for providing case management services to mental health residents in the ALF-LMHL must:

1) Ensure that the ALF-LMHL where the consumer is residing, or is referred to, maintains a current Agency for Health Care Administration (AHCA) license for ALF-LMHL facilities. The Network Provider must maintain a copy of the AHCA ALF-LMHL facility license in each consumer file. Referrals to unlicensed ALF-LMHL are unlawful and are subject to sanctions by AHCA. The ME must monitor the Network Provider's compliance with the terms and conditions of this exhibit.

2) In circumstances where the Network Provider determines that placement of a particular individual in an Assisted Living Facilities with a Limited Mental Health License is unsuitable, the Network Provider must document in the person's treatment plan or service plan the rationale for alternative placement in an ALF without a limited mental health license.

3) Ensure that a mental health resident as defined in s. 394.4574 (1) F.S. has been assessed by a mental health professional and determined to be appropriate to reside in the ALF-LMHL. A copy of that documentation must be provided to the ALF administrator no later than 30 days following admission.

4) Ensure that case managers are assigned to all ALF-LMHL residents who meet criteria as a mental health resident. If the resident declines case management, case managers must attempt to engage the person for a period not less than 30 days and document efforts in the ALF records. If the mental health resident continues to decline services, they must be encouraged to do so in writing, unless that is also refused. Documentation of a resident's declination of case management services and stated reason for declination must be maintained in case records at the ALF-LMHL. The resident's declination must also be filed in the mental health residents case record maintained by the Network Provider.

5) Ensure that individuals living in ALF-LMHL and meeting the definition of a mental health resident served by the Network Provider are offered mental health services needed, including but not limited to case management, psychiatric medication treatment, access to drop-in centers, clubhouses and other services where available.

6) Ensure that a cooperative agreement to provide mental health services, including case management as required in s. 429.075 F.S., is developed between the Network Provider and administrator of the ALF-LMHL.

7) Ensure that the cooperative agreement identifies, at a minimum: mental health services available; contact information for both the ALF Administrator and mental health provider, including 24/7 emergency access information; transportation provision; and services and activities available at the ALF-LMHL. The ALF-LMHL administrators must also be given contact information for the managing entity, as appropriate. The cooperative agreement must contain a provision requiring the provider

to maintain a file for each ALF-LMHL client with copies of all required documentation. All ALF-LMHL client records must be available for production by the Network Provider for monitoring purposes.

A sample of the ME ALF Client Record monitoring tool can be obtained by contacting the ME's Contract Manager.

8) Ensure that the Cooperative Agreement is annually updated between the Network Provider and the ALF-LMHL Administrator.

9) Ensure that an annual community living support plan, as defined in s. 429.02 F.S., is prepared by the assigned case manager and the resident served, in consultation with the ALF-LMHL administrator of the facility in face-to-face meetings. At a minimum, meetings will be held for initial plan development and annual updates to the plan. More frequent meetings must be held as necessary to resolve concerns expressed by the resident, case manager, or ALF-LMHL Administrator. The plan should be individualized and should include information about support services and special needs.

10) The case manager must assist the mental health resident in carrying out the activities identified in the individual's community living support plan.

11) Each case manager must keep a record of the date and time of any face-to-face interaction with the resident and make the record available to the ME for inspection. The record must be retained for at least two (2) years after the date of the most recent interaction.

12) Adequate and consistent monitoring and enforcement of community living support plans and cooperative agreements are conducted by the resident's case manager.

13) Report all concerns related to health and safety violations to appropriate officials at the Agency for Health Care Administration and the Department's Abuse Hotline at 1-800-962-2873.

14) Ensure that the case management are delivered per the requirements of **Exhibit AP, Mental Health Case Management Standards**.

II. Attendance at Assisted Living Facility Public Meeting

The Network Provider must attend the ME's Assisted Living Facility with Limited Mental Health License Public Meeting as scheduled by the ME.

III. Required Report

The Network Provider must maintain an ALF-LMHL Consumer Report the required format as shown in Table 1. below on file and update this list on a quarterly basis, by the dates identified in **Exhibit C, Required Reports.** The Network Provider must provide the ME with copies of the ALF-LMHL Consumer Report upon request. The report must all records. The ME will utilize the report select 20% sample of the records to ensure compliance. The ALF-LMHL Consumer Report must be submitted in a secured, password protected, or encrypted format.

Table 1. ALF-LMHL Consumer Report

ALF-LMHL Name	ALF-LMHL Address	Zip Code	Client's Last Name	Client's First Name	Client's D.O.B.	Agency Name	Cooperative Agreement present in ALF chart with all required signatures (Client, CM & ALF-LMHL Administrator) (Yes/No)	Annual Support Plan Present in ALF chart with all required signatures (Client, CM, & ALF-LMHL Administrator)	Case Manager Name	SFBHN Funded Services (Yes/No)

EXHIBIT N

Indigent Psychiatric Medication Program, known as the Indigent Drug Program (IDP)

The Network Provider must follow the guidelines established by the Florida Department of Children and Families defined in Guidance Document 13, Indigent Psychiatric Medication Program, known as the Indigent Drug Program, dated July 1, 2023, or the latest revision thereof, and ensure that all funds allocated for use of purchasing psychotropic medications, or medications used to treat addictions, or medications accessed through line of credit from the Indigent Psychiatric Medication Program are used for eligible individuals.

1. Purpose

The purpose of this guidance document is to:

1.1. Establish IDP administration procedures;

1.2. Provide written guidelines to the Managing Entities and IDP Providers; and

1.3. Establish medication order guidelines.

2. Definitions

2.1. IDP Pharmacy: A pharmacy holding a current permit pursuant to s. 449.01 F.S. from the Florida Board of Pharmacy that dispenses medication for the IDP.

2.2. Formulary: A listing of medications available in Order Express through Cardinal Health for IDP participating pharmacies to select the medications to order.

2.3. Patient Assistance Program (PAP): Any program offered through private agencies or pharmaceutical manufacturers designed to provide medication at low or no cost to uninsured individuals.

2.4. Psychiatric or Psychotropic Medication: Any drug prescribed with the primary intent to stabilize or improve mood, mental status, behavioral symptomatology, or mental illness. The medications the following major categories:

2.4.1. Antipsychotics;

2.4.2. Antidepressants;

2.4.3. Anxiolytics;

2.4.4. Mood stabilizers;

2.4.5. Cerebral or psychomotor stimulants; and

2.4.6. Other medications commonly used including beta blockers, anticonvulsants, cognition enhancers, and opiate blockers.

2.5. Side Effect and Adverse Drug Reaction: Any effect other than the primary intended effect resulting from medication treatment. Side effects may be negative, neutral, or positive for the individual. An adverse drug reaction is an undesired or unexpected side effect, allergy, or toxicity that occurs with the administration of

medication. Adverse drug reactions can range from mild side effects to very severe reactions, including death. Onset may be sudden, or it may take days to develop undesired or toxic reactions to medications.

3. Program Administration

3.1. Managing Entities

If Managing Entities receive funding under the IDP, they will:

3.1.1. Approve organizations requesting to become IDP providers. To be eligible, organizations must be under contract with the regional Managing Entity.

3.1.2. Provide updates to the list of approved IDP providers to the Department's Office of Substance Abuse and Mental Health (SAMH) Regional Office.

3.1.3. Report bulk purchases into FASAMS. Using the EVNT (non-client specific file upload) contractors should submit a service using the IDP OCA (MH076) with the Incidental Expense covered service (28) and the actual dollar amount for the units.

3.1.4. Ensure that agreements between IDP providers and participating pharmacies are current and executed.

3.1.5. Actively monitor monthly IDP expenditures for approved organizations and expenses indicated on received monthly invoices/statements. The monthly invoices/statements are generated electronically and sent out via email before the 5th of each month.

3.1.6. Ensure that IDP providers use IDP funds for individuals who meet the criteria.

3.2. IDP Providers

3.2.1. IDP providers will:

3.2.1.1. Assess and enroll individuals in the IDP who meet the clinical and financial criteria established in ch. 394, F.S.

3.2.1.1.1. To meet the clinical criteria individuals:

3.2.1.1.1.1. Must be a member of at least one of the Department's priority populations; and

3.2.1.1.1.2. Must not reside in a state mental health treatment facility or an inpatient community unit.

3.2.1.1.2. To meet the financial eligibility criteria individuals:

3.2.1.1.2.1. Must have a net family income that is at or below 150 percent of the Federal Poverty Income Guidelines, as published annually in the Federal Register;

3.2.1.1.2.2. Must lack third-party insurance or other psychotropic medications funding sources; and

3.2.1.1.2.3. Must not participate in a program where other funding sources pay for psychotropic medications. If individuals have third party insurance for psychotropic medications but were temporarily denied benefits for these medications, they may receive IDP medications until such time as coverage or eligibility is reestablished.

3.2.1.2. Provide information to individuals and staff working with IDP individuals regarding adverse effects, side effects, possible allergic reactions, and instructions on what to do in case of an emergency;

3.2.1.3. Actively participate in Patient Assistance Programs (PAP) that provide psychiatric medications without cost;

3.2.1.4. Ensure that IDP prescriptions meet the following conditions:

3.2.1.4.1. An appropriate prescription for a 90-day supply may be written with up to 3 refills. One prescription cannot cover more than a 90-day supply;

3.2.1.4.2. Must be listed on the IDP Formulary;

3.2.1.4.3. Must be filled at an IDP pharmacy.

3.2.1.5. Ensure participating pharmacies have an IDP account with Cardinal Health:

3.2.1.5.1. Complete a Cardinal Account Spreadsheet including contact information for the provider and participating pharmacies; and

3.2.1.5.2. Include a copy of the participating pharmacy's license.

3.2.1.6. Ensure participating pharmacies order and receive IDP medication using the Cardinal Health account:

3.2.1.6.1. Select the IDP medication from "on formulary" available in Order Express; and

3.2.1.6.2. Click on "Mark as Ready" button to finalize the order.

3.2.1.7. Review a copy of the invoice sent via email and have participating pharmacies notify Florida State Hospital of discrepancies within 24 of receiving the invoice.

3.2.1.8. Track IDP balance using the invoices.

3.2.1.9. Address emergency situations, including but not limited to:

3.2.1.9.1. Order additional psychiatric medications from Cardinal; or a pharmacy of their choice(for urgent needs); and

3.2.1.9.2. Pay dispensing fees to IDP pharmacy for individuals who cannot afford to pay the fee.

3.2.1.10. Implement medication receiving, storage, and administrative procedures that meet the current State approved prescribing instructions pursuant to Chapter 465.

3.3. Florida State Hospital

The Florida State Hospital will:

3.3.1. Setup the formulary available in Order Express.

3.3.2. Check available funds and notify the provider of outstanding balances.

3.3.3. Review the orders and make changes if necessary.

3.3.4. Submit the orders and email a copy of the order confirmation to the pharmacies and providers.

3.3.5. Ensure SAMH Regional Offices have a Group Mailbox to receive copies of invoices.

EXHIBIT V
Forensic Services Program

The Network Provider will be responsible for ensuring the provision of mental health, substance abuse and ancillary services to individuals charged with felony offenses and that have been committed or may be at risk of commitment to the Florida Department of Children and Families ("Department"), pursuant to chapter 916, F.S. The Network Provider will participate in a comprehensive forensic program that meets all requirements of chapter 916, F.S., Forensic Client Services Act, this Forensic Services Program Exhibit, Department Guidance 6, Outpatient Forensic Mental Health Services, effective July 1, 2023, herein in incorporated by reference, Department Guidance 7, State Mental Health Treatment Facility Admission and Discharge Processes, effective July 1, 2023, herein in incorporated by reference, and any other applicable state and/federal rules, regulations, operating procedures established forensic performance measures.

(a) All individuals referred for admission to a short-term residential treatment facility (SRT) by the Forensic Specialists must be granted an on-site face-to-face interview with 72 hours of referral. The Network Provider must submit written findings and recommendations to the referral source and within 48 hours of client interview. The Network Provider must discuss any denial of services with the Forensic Team prior to responding to the referral source. The Forensic Team must discuss denials of services with the ME's designated Forensic Coordinator within 72 hours of having received the disposition from the denying program.

(b) All individuals referred for admission to a residential treatment facility by the Forensic Specialists will be granted an on-site face-to-face interview within a minimum of 72 hours of referral, for individuals residing within Miami-Dade, Monroe, or Broward Counties. For individuals who are referred for admission and who live outside of the above referenced counties, the Network Provider must coordinate the interview date for the client with the Forensic Specialist and if necessary, involve the ME's designated Forensic Coordinator. The Network Provider must submit written findings and recommendations to the referral source within 48 hours of client interview. The Forensic Team must discuss any denial of services with the ME's designated Forensic Coordinator within 72 hours of having received the disposition from the denying program.

(c) The network providers' case manager will coordinate services and provide the court with routine progress reports as required by the conditional release order.

(d) The network providers' case manager will immediately consult the Forensic Specialist regarding any apparent conditional release violation. Network Provider staff will be responsible for notifying the court and the Forensic Specialist of any conditional release violations via affidavit or sworn statement per s. 916.17(2), F.S.

The Network Provider will not submit violations of conditional release affidavits/reports to the court prior to consultation with the Forensic Specialist. The Forensic Team, when appropriate,

should discuss proposed violations of conditional release with the ME's Forensic Coordinator, except in cases of physical aggression by the individual in question.

(e) The Network Provider designee will complete and sign the Agency Agreement to Treat and return it to the Forensic Team within 72 hours of having received it.

(f) **Diversion**- The Network Provider will be responsible for the provision of services and the monitoring of individuals charged with felonies in the Miami-Dade and Monroe County Jails who are at risk of commitment to the Department of Children and Families, but who may be diverted to the community by the Forensic Team.

i. The Network Provider will facilitate and coordinate the provision of mental health treatment, competency restoration training, residential care or housing with supervision, medical and auxiliary services if appropriate, case management and monitoring of individuals who are being diverted from commitment to the Department of Children and Families, pursuant to chapter 916, F. S.

ii. The Network Provider will facilitate and support the activities of the Forensic Team by providing accommodations for the provision of competency restoration training at the network provider's facility(ies).

iii. The Network Provider will ensure attendance at court hearings, obtain conditional release orders, and ensure individuals are monitored in the community in accordance with the terms of the conditional release order.

(g) **Discharge Planning** – The Network Provider will be responsible for ensuring the active collaboration with the Forensic Specialists in discharge planning activities for forensic clients at state treatment facilities.

i. The Network Provider will, per the request of the Forensic Specialists, participate in treatment team, and discharge planning meetings for forensic clients in state treatment facilities.

ii. The Network Provider will assist the Forensic Team in the development and submission of conditional release plans, discharge plans to state treatment facilities and to the committing court. If requested, the Network Provider will attend court hearings in the cases of individuals being discharged from state treatment facilities and ensure effective linkage to their service continuum.

(h) **Conditional Release Monitoring** –The Network Provider will ensure that individuals on conditional release order in Miami-Dade and Monroe Counties, including individuals transferred into the counties from other circuits are monitored.

i. The Network Provider will ensure that individuals on conditional release are monitored and in compliance in accordance with the court order and department rules.

ii. The Network Provider will ensure the committing court is immediately notified by phone and in writing of any deviations from the conditional release order. The Network Provider will ensure the Forensic Specialist is copied on written correspondence to the court.

iii. The Network Provider will maintain current copies of conditional release orders.

(i) **Resource Management** - The Network Provider must facilitate the Forensic Specialists' requirement to manage the residential treatment beds funded by community forensic dollars in the Southern Region.

(j) **Community Forensic Residential Services**

i. **Citrus Health Network, Inc.:** The Network Provider agrees to make available eight (8) residential beds in the Safe Transition and Access to Recovery (STAR) Program, for eligible individuals on conditional release in need of forensic mental health services placed by the Forensic Team/ME pursuant to FRCrP 3.219(b), 3.217(b) and F.S. 916.17. The STAR Program provides intensive, short-term treatment to individuals who are temporarily in need of a structured therapeutic setting in a less restrictive but longer-stay alternative to acute hospitalization. It is agreed that during the term of this agreement, these beds must only be use for forensic individuals. The Network Provider agrees that the ME's decision for placement is final and binding on all parties. The Network Provider must submit weekly census reports by the dates and times specified in **Exhibit C**, **Required Reports**, and to the individuals identified.

ii. **Passageway Residence of Dade County, Inc.:** The Network Provider agrees to make available up to fourteen (14) residential beds in both level II beds and in Room and Board with Supervision Level II for eligible individuals on conditional release from other circuits in need of forensic mental health services placed by the ME. Statewide admission to Passageway Residence of Dade County, Inc. is for individuals committed to the Florida Department of Children and Families, in accordance with the provisions of Florida Statutes Chapter 916, Forensic Services Act and released pursuant to FRCrP 3.219(b), 3.217(b) and F.S. 916.17. It is agreed that during the term of this agreement these beds may only be used for forensic individuals. The Network Provider agrees that the ME's decision for placement is final and binding on all parties. The Network Provider must submit weekly census reports by the dates and times specified in **Exhibit C, Required Reports**, and to the individuals identified.

iii. **Psychosocial Rehabilitation Center, Inc. d/b/a Fellowship House**: The Network Provider agrees to make available four (4) residential beds in both level II beds and in Room and

Board with Supervision Level II level 2 beds for eligible individuals on conditional release from other circuits in need of forensic mental health services placed by the ME pursuant to FRCrP 3.219(b), 3.217(b) and F.S. 916.17. It is agreed that during the term of this agreement, these beds may only be used for forensic individuals. The Network Provider agrees that the ME's decision for placement is final and binding on all parties. The Network Provider must submit weekly census reports by the dates and times specified in **Exhibit C**, **Required Reports,** and to the individuals identified.

(k) Reporting Requirements: The Network Provider shall submit the following report by the 10th of each quarter following the quarter of service to the individual(s) listed in **Exhibit C, Required Reports**:

i. **Reporting Template 33, Community Forensic Beds Report.** The template is available at the following link:

Managing Entities | Florida DCF (myflfamilies.com)

Note: Click on FY24-25 ME Templates and click on Template 33 – Community Forensic Beds Report

Exhibit X
Projects for Assistance in Transition from Homelessness (PATH)

Authority: *42 U.S.C. s. 290cc-21 et. seq.*

The Network Provider must adhere to the service delivery and reporting requirements described in this Exhibit, the approved Intended Use Plan, and the Department's Program Guidance for Contract Deliverables – Guidance Document 15, Projects for Assistance in Transition from Homelessness (PATH) Services, dated July 1, 2024, or latest revision thereof, herein incorporated by reference.

To access the Department's FY 24-25 Guidance Document 15, click on the link below:
Managing Entities | Florida DCF (myflfamilies.com)

Note: Click on FY24-25 ME Templates and click on Guidance Document Projects for Assistance in Transition from Homelessness (PATH) Service

To be eligible for PATH, individuals must:

- Be 18 years or older;
- Have a serious mental illness or a serious mental illness and co-occurring substance use issue, and
- Be homeless or at imminent risk of becoming homeless.

The Network Provider must adhere to the following requirements:

- Annually submit an application packet which includes a budget and an Intended Use Plan (IUP) for Managing Entity and Department review and approval.
    - The Department will provide a budget, an IUP template, and a due date.
        - The IUP must cover needs and services for the upcoming State fiscal year (7/1 – 6/30). The Network Providers shall detail how PATH programs collaborate with the local Continuum of Care (CoC) and the Coordinated Entry process, and include signed letters of support from the CoC Lead Agency.
        - The IUP must specify a plan to reach the areas in which the greatest number of individuals who are experiencing homelessness with a need for mental health, substance use disorder, and housing services are located.
        - If no significant changes to PATH programs are anticipated for the upcoming fiscal year, the PATH Director must submit a letter certifying that the response to the IUP has not changed.
- Ensure that PATH funded case managers :
    - Provide individualized support by helping each PATH-enrolled individual develop a personalized service plan to address any barriers to obtaining and maintaining permanent housing.

  - Provide employment linkage, benefits establishment, linkage to community providers for substance use treatment, primary and mental health care, and all other services needed to assist individuals in reaching their recovery goals.
  - Perform community outreach to business owners, realtors, landlords, housing developers and other service providers to build strong relationships and identify new and existing opportunities to better assist individuals in accessing resources, employment, supportive services, and housing opportunities.

- Review service plans every three months, and the plan must include:
  - Community mental health services;
  - Coordination and referrals for needed services such as shelter, daily living activities, personal and benefits planning, transportation, habilitation and rehabilitation services, prevocational and employment services, and permanent housing; and
  - Assistance obtaining income and income support services, Supplemental Nutrition Assistance Program (SNAP) benefits, and Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI).
- Maintain individual case records for each PATH participant containing an intake form, a determination of eligibility for PATH-funded services, a service plan, and progress notes.
- Submit an annual report no later than November 17th via the PDX at system located here: https://pathpdx.samhsa.gov/
- Train designated staff on SSI/SSDI Outreach, Access, and Recovery (SOAR) using the SOAR Online Course, available at: https://soarworks.samhsa.gov/
  - In the event PATH staff do not provide SOAR services, PATH staff must link potentially eligible individuals to non-profit or advocacy organizations assisting with applications for Social Security benefits.
- Enter SSI/SSDI application data into the SOAR Online Application Tracking (OAT) database athttps://soartrack.samhsa.gov/, in accordance with Managing Entity Contract Guidance 9.
- Provide at least one dollar of local matching funds for every three dollars of PATH funds received and expend local matching funds to provide eligible services to PATH participants. Match-funded expenditures must align with the services identified in the local IUP budget.
  - Calculating Match
    Example: $300,000 federal award
    Calculation: $300,000/3 = $100,000 match to be provided
    TOTAL PATH EXPENDITURES = $400,000
- Employ policies and procedures that ensure priority use of other available funding sources for services (i.e., Medicaid).
- Include consideration of continuity of care needs specifically for people experiencing homelessness in disaster response plans. The Network Provider shall assess, at least annually, and amend as appropriate, their disaster response plan to ensure it continues to meet the service needs of the target population.
- Participate and collect consumer data in the Homeless Management Information System (HMIS) and establish plans for new hire training and continued training.

- Adhere to data quality target measures for the target population required in **Exhibit D, Substance Abuse & Mental Health Required Performance Outcomes & Outputs**
- Adhere to the standards established in the Florida PATH Program Manual

The State PATH Contact (SPC) reserves the right to exclude any entity seeking to apply for PATH Grant funding.

The Managing Entity shall:

a. Grant Application
   i. Review instructions and participate in training(s) on data entry into the Web Block Grant Application System (WebBGAS) data system and annually check for any changes that may have been updated since prior years.
   ii. Review and become familiar with the Funding Opportunity Announcement (FOA) requirements for the Grant Fiscal Year. The FOA is accessible through the Resource page in PDX.
   iii. Check each PATH Provider IUP and budget for accuracy, completeness, and adherence to the reporting requirements and submit to the SPC by the due date**.**
   iv. Upload PATH application documents and enter the data for each provider into WebBGAS once approved by the SPC.

b. Ensure budget costs charged to the grant are allowable as authorized under 45 CFR § 75.403, and that housing expenses do not exceed the maximum 20 percent allowable per section 522(h) (42 U.S. Code § 290cc–22).

c. PDX
   i. Develop data quality metrics to ensure high-quality and reliable PATH program data. Essential data quality metrics will be monitored, at a minimum, for accuracy, completeness, consistency, integrity, timeliness, and duplication.
   ii. In addition, Managing Entities will:
      1. Compare HMIS data and PDX reports quarterly and annually.
      2. Review the most recent version of the PATH Program HMIS Manual for updates at least quarterly and ensure HMIS for respective providers is designed according to the specifications. The PATH Program HMIS Manual is available on HUD's website here: https://www.hudexchange.info/resource/4446/path-program-hmis-manual/
   iii. Review and approve the PATH Provider's annual report in PDX prior to submitting to SPC no later than November 18th. "Review" and "approval" include verification of PATH funds received, matching funds used in support of PATH, staffing, services, referrals, and activities.
   iv. Designate a lead staff responsible for managing, reviewing and ensuring accurate data input by PATH Provider's in PDX.

d. Encourage PATH Providers to develop and implement a quality improvement plan for the use of program data on access, use, and outcomes to support efforts to decrease the differences in access to, use, and outcomes of service activities. Providers may incorporate the quality improvement (QI) plan as part of their larger QI plan provided that the PATH eligible population is considered. PATH Providers are encouraged to collect and use data to:

i. Identify the number of individuals to be served during the grant period;

ii. Identify subpopulations (i.e., racial, ethnic, sexual, and gender minority groups) vulnerable to behavioral health disparities to be actively addressing; and

iii. Identify methods for the development of policies and procedures to ensure adherence to the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care.

e. Assist PATH Providers with collaborating with local stakeholders and accessing resources to link individuals with safe, affordable housing.
f. Inform the SPC within three business days of any significant program changes or anticipated changes. If determined to be necessary by the SPC, a request detailing the planned revisions and justification must be submitted. Implementation of any significant changes are contingent upon Department approval. An example of a significant change includes, but is not limited, to the following: a corrective action issue, adding a new or withdrawing of a PATH Provider, or changes in funding allocation.
g. Select PATH Providers based on areas in the state in which the greatest number of individuals who are experiencing homelessness with a need for mental health, substance use disorder, and housing services are located
h. Use Section 4 and Appendix F in the most current SPC Welcome Manual when conducting PATH program monitoring . The manual is available in PDX here: https://pathpdx.samhsa.gov
i. Ensure both street outreach and case management are provided in each of the county(ies) served.

Best Practice Considerations: PATH Enrollment

For consistency across PATH programs, the Department recommends Network Providers to use the PATH Enrollment Checklist when enrolling PATH participants.

PATH Enrollment Checklist

Enrollment: PATH enrollment implies that there is the intent to provide services for an individual other than those provided in the outreach setting. The term enrolled means that there is a mutual intent for the services to begin. PATH enrollment is when:

1) The individual has been determined to be PATH eligible,
2) The individual and the PATH Provider have reached a point of engagement where there is a mutual agreement that services will be provided, and
3) The PATH Provider has started an individual file or record for the individual that includes, at a minimum:
   a. Basic demographic information needed for reporting,
   b. Documentation by the Provider of the determination of PATH eligibility,
   c. Documentation by the Provider of the mutual agreement for the provision of services,
   d. Documentation of services provided, and
   e. Service plan if the PATH enrollee is receiving case management services.

_____ has been determined eligible for PATH

(Name of Person Served)
enrollment based on meeting the following criteria:

☐ He/she has a mental health diagnosis of _____ OR

☐ There is an informed presumption that the individual has a serious mental illness because:

☐ He/she is experiencing or displaying symptoms of mental illness and is experiencing difficulty in functioning as a result of these symptoms that indicates severity,

☐ He/she has shared or has a known history of engagement with mental health services,

☐ He/she has symptoms and functioning that indicates there is a history of or expected tenure of significant mental health concerns

AND

☐ He/she lacks any housing, OR

☐ His/her primary residence during the night is a supervised public or private facility that provides temporary living accommodations, OR

☐ He/she is a resident in temporary or transitional housing that caries time limits, OR

☐ He/she is in a doubled-up living arrangement where his/her name is not on the lease, OR

☐ He/she is living in a condemned building without a place to move, OR

☐ He/she is in arrears in rent/utility payments, OR

☐ He/she has received an eviction notice without a place to move, OR

☐ He/she is being discharged from a health care or criminal justice institution without a place to live, OR

☐ He/she is living in substandard conditions that could result in homelessness due to local code enforcement, police action, voluntary action by the person, or inducements by service providers to go to alternatives like short-term shelters whose residents are considered to be homeless.

EXHIBIT AA
Motivational Support Specialists
Network Provider: Guidance/Care Center, Inc.

The Network Provider agrees to comply with the provisions of this Exhibit, agrees to adhere to the requirements set forth in the approved Motivational Support Program Protocols ("Protocols"), incorporated by reference herein. The protocols for each circuit in the Southern Region (Miami Dade County and Monroe County) are available upon request to the ME's Contract Manager.

The Network Provider also agrees to collaborate with the ME and the Department in executing the action steps identified in the Southern Region SAMH Integration with Child Welfare plan, herein incorporated by reference.

1. PURPOSE

Motivational Support Specialist (MSS) are intended to reduce the incidence of child abuse and neglect resulting from parent(s)' or caregiver(s)' behavioral health condition and to improve outcomes for the families involved in the child welfare system.

2. AUTHORITY

The Prime Contract between the ME and the Department provides the ME with the authority to contract for these services.

3. PROGRAM SPECIFIC TERMS

a. CASE MANAGEMENT - Case management services consist of activities aimed at identifying the recipient's needs, planning services, linking the service system with the person, coordinating the various system components, monitoring service delivery, and evaluating the effect of the services received.

b. CHILD WELFARE - Services provided directly or under contract with the Florida Department of Children and Families' Family Safety Program Office.

c. DEPARTMENT - The Department of Children and Family Services, created pursuant to Section 20.19, Florida Statues (F.S.).

d. FLORIDA SAFE FAMILIES NETWORK ("FSFN") – A Department of Children and Families automated data system utilized to track child welfare cases.

e. FULL CASE MANAGEMENT AGENCIES - full case management agencies under contract with the lead Community Based Care ("CBC") agency, that provide support to children and families to help ensure the best possible outcomes for children and families who are involved in the child welfare system in Miami-Dade County.

f. INCIDENTAL EXPENSES - This cost center provides for incidental expenses, such as clothing, medical care, educational needs, developmental services, FACT Team housing subsidies and pharmaceuticals (if not required by the RFP to be reimbursed through a separate cost reimbursement contract), and other approved costs. All incidental expenses must have prior written authorization by the ME's authorized staff member or be authorized in the contract.

g. INTENSIVE FAMILY PRESERVATION SERVICES: Agencies under contract with the lead CBC to provide intensive in-home services intended to prevent high and imminent risk families from entering the Dependency Court system while increasing the families' level of functionality.

h. MOTIVATIONAL SUPPORT SPECIALISTS ("MSS") – Are staff positions (Case Manager) that provide ancillary support to the CBC Case Manager, perform linkage to the child welfare system to engage and support involved child welfare families in appropriate behavioral health treatment and recovery with a goal of improving both behavioral health treatment and child welfare outcomes.

i. MOTIVATIONAL SUPPORT SPECIALISTS SUPERVISOR – A master's level supervisor who manages and oversees the Motivational Support Specialists.

j. CITRUS FAMILY CARE NETWORK ("CFCN")- The Department of Children and Family Services Child Welfare Lead Community Based Care (CBC) Agency for the Southern Region.

k. OUTREACH - Outreach services are provided through a formal program to both individuals and the community. Community services include education, identification, and linkage with high-risk groups. Outreach services for individuals are designed to: encourage, educate, and engage prospective individual who show an indication of behavioral health needs. Individual enrollment is not included in Outreach services.

l. QUALIFIED PROFESSIONAL - A physician or physician assistant licensed under Chapter 458 or 459, F.S., a professional licensed under Chapter 490 or 491, F.S., notwithstanding any other provision of law, a person who is certified through a department-recognized certification process as provided for in ss. 397.311(33), and 397.416, F.S. Individuals who are certified are permitted to serve in the capacity of a qualified professional, but only within the scope of their certification.

m. SCREENING – The first step needed to identify if there is a substance use or mental health disorder potentially impacting parenting protective capacity and the safety of the child. It is a process to determine the possibility that a behavioral health disorder may be present and to identify indicators when one suspects the presence of a disorder.

n. SUMMARY - A written statement summarizing the results of the screening relative to the perceived condition of the Individual and a further statement of possible needs based on the Individual's condition to include the results of a urinalysis, when applicable, as specified in the Motivational Support Program Protocols, incorporated by reference herein.

4. GEOGRAPHIC AREA & LOCATION

a. Services will be provided in **Monroe County** at the Network Provider's site and/or, or in the field (i.e. Individual's home, community service center, etc.)

b. MSS services should be located in a place where they will be easily available and accessible to child welfare personnel. MSS locations, where Individual records are maintained, must be licensed for Intervention: General Intervention and Intervention: Case Management as required by Rule 65D-30, F.A.C.

5. PROFESSIONAL QUALIFICATIONS

a. This contract provides for **1** staff, as per the approved operating budget, herein incorporated by reference.

b. Changes to the staffing pattern must be prior approved by the ME.

c. Staff shall preferably hold the appropriate clinical license or certification. The minimum qualifications for a MSS are a bachelor's degree in a social behavior science or related field and one (1) year of applicable experience. Preference should be given to certified addictions professionals or to individuals who have both behavioral health needs and child abuse/neglect knowledge and experience. All MSS services are to be provided under the supervision of a qualified professional, as required by Rule 65D-30, F.A.C.

6. FUNCTIONS

A brief description of the duties of the MSP Screening processes are below, however, the Network Provider is referred to the approved Motivational Support Program Protocols, incorporated by reference herein, for a detailed description of the screening and referral process.

a. The MSS, upon receipt of referral, will secure an SFBHN Consent to Release Information from the individual and will attach this consent as part of the referral packet to the behavioral health provider. If the individual refuses to sign the Consent to Release Information to MSS, then FSFN will be updated to indicate such.

b. If the case is found not to have any behavioral indicators, MSS will enter a SAMH note in FSFN indicating the result of the assessment and upload the ME approved screening tool. The progress should be rated as “adequate”.

c. The MSS will utilize a screening tool to determine the need for behavioral health services for all referrals. The MSS will determine if there has been a screening completed within the previous 90 days and ascertain if another screening is necessary.

d. The MSS will ensure that an intake appointment is made within seven (7) business days to a behavioral health treatment provider for a full assessment and linkage to recommended treatment services when the screening identifies behavioral health indicators.

7. DATA REPORTING REQUIREMENTS

Data shall be submitted electronically to the ME by the 4th of each month following the month of service into Carisk, SAMHIS, FASAMS or other data reporting system designated by the ME. MSS shall enter data using an MSS Staff ID as defined in FASAMS DCF Pamphlet 155-2 and by the dates specified in **Exhibit C, Required Reports**.

The MSS shall also utilize FSFN to regularly update the individuals' progress within the timeframes specified in the Motivational Support Program Protocols, incorporated by reference herein.

8. TRAINING

a. The Network Provider agrees to ensure that MSS's participate in the MSS statewide meetings when they occur, any training provided by the Department specifically for MSS, and/or to attend a work-related conference.

b. The MSS must participate in all ME required trainings including but not limited to all technical assistance, Child Welfare Champions Trainings, FSFN Training, etc.

9. INCIDENTAL EXPENSE FUNDS

a. These funds may be used to remove barriers to treatment that are identified as problems in the Individual's intervention plan and to provide resources that are necessary to keep the family member in treatment. This funding may be used when no other resources are available.

b. Uses of these funds include, but are not limited to, transportation, childcare, housing assistance, clothing, and educational/vocational assistance. Incidental funds may also be used for toxicology screens when they are identified as necessary in the Individual's screening or case management monitoring process, and in those instances when it is necessary to verify use or abstinence for an Individual in treatment.

c. Although use of these funds for toxicology screens is allowable, this should only occur in situations where other resources are unavailable. Incidental Expense funds should primarily be used to fund Individuals' needs to remove barriers to treatment.

d. Criteria for use of the incidental funds, procedures for accessing them, and the accounting for expenditures will be developed cooperatively between the provider, the MSS, and the ME's System of Care staff. The ME's System of Care staff will have final approval of the criteria, procedures, and accounting for these funds.

e. Each month, the Network Provider shall submit a report to the ME's Sr. Accountant, which details year-to-date expenditures and the balance of the MSS incidental funds, along with the corresponding incidental fund request form(s). The expenditure of MSS incidental funds will be reflected in the incidental expenses cost center on the monthly invoice. This information must be monitored by the Network Provider agency to ensure that the funds allocated at the beginning of each fiscal year are not exceeded.

f. The total amount of MSS funding for this contract is **$100,000.00.** This includes **$0.00** that the Network Provider agrees to make available for Incidentals Expense funds.

10. INCIDENTAL FUND REQUEST FORM

a. The incidental fund request must contain, at a minimum, the information below:

i. Name of the MSS accessing funds;

ii. Funds spent on behalf of (Individual name);

iii. Referral type (protective investigation/supervision);

iv. Date of request;

v. Description of Goods/Services requested;

vi. How the purchase is related directly to the intervention plan;

vii. Goal/Reason for purchase amount requested; and

viii. MSS and approving authority signature with date.

Exhibit AC
Care Coordination Services

I. OVERVIEW

A. DEFINITIONS

Section 394.4573(1)(a), F.S., defines Care Coordination to "mean the implementation of deliberate and planned organizational relationships and service procedures that improve the effectiveness and efficiency of the behavioral health system by engaging in purposeful interactions with individuals who are not yet effectively connected with services to ensure service linkage. Examples of Care Coordination activities include development of referral agreements, shared protocols, and information exchange procedures. The purpose of Care Coordination is to enhance the delivery of treatment services and recovery supports and to improve outcomes among priority populations."

B. PURPOSE AND GOALS

As provided in the Department's Guidance Document 4, herein incorporated by reference, Care Coordination serves to assist individuals who are not effectively connected with the services and supports they need to transition successfully from higher levels of care to effective community- based care. This includes services and supports that affect a person's overall well-being, such as primary physical health care, housing, and social connectedness. Care Coordination connects systems including behavioral health, primary care, peer and natural supports, housing, education, vocation and the justice systems. It is time-limited, with a heavy concentration on educating and empowering the person served and provides a single point of contact until a person is adequately connected to the care that meets their needs.

Care Coordination is not a service in and of itself, it is a collaborative effort to efficiently target treatment resources to needs, effectively manage and reduce risk, and promote accurate diagnosis and treatment due to consistency of information and shared information. It is an approach that includes coordination at the funder level, through data surveillance, information sharing across regional and system partners, partnerships with community stakeholders (i.e., housing providers, judiciary, primary care, etc.), and purchase of needed services and supports.

At the provider level, it includes a thorough assessment of needs, inclusive of a level of care determination, and active linkage and communication with existing and newly identified services and supports. Care Coordination assesses for and addresses behavioral health issues as well as medical, social, housing, interpersonal problems/needs that impact the individual's status. It is a mechanism for linking providers of different services to enable shared information, joint planning efforts, and coordinated/collaborative treatment. Engagement of available social supports to address identified basic needs for resources such as applying for insurance/disability benefits, housing, food, and work programs is essential. Care Coordination also facilitates transitions between providers, episodes of care, across lifespan changes, and across trajectory of illness. By definition, there is currently no equivalent, reimbursable service by Florida Medicaid or any other commercial insurance.

At the person level, it incorporates shared decision making in planning and service determinations and emphasizes self-management. Persons served and family members should be the driver of their goals and recognized as the experts on their needs and what works for them.

Care Coordination is not intended to replace case management. Based on the person's needs and wishes, case management may be a service identified in the person's care plan for which they will be referred.

Case management may be ongoing for those determined eligible for this service based on current standards.

The short-term goals of implementing Care Coordination are to:

- Improve transitions from acute and restrictive to less restrictive community-based levels of care,
- Increase diversions from state mental health treatment facility admissions,
- Decrease avoidable hospitalizations, inpatient care, incarcerations, and homelessness, and
- Focus on an individual's wellness, physical health, and community integration.

The long-term goals of implementing Care Coordination are to:

- Shift from an acute care model of care to a recovery model of well-being and
- Offer an array of services and supports to meet an individual's chosen pathway to recovery.

C. CORE COMPETENCIES

The Department has compiled a set of guiding principles and core competencies that must be considered in service design. The guiding principles stipulate that service delivery is recovery-oriented, choice and needs driven, flexible, unconditional, and data driven. Core competencies of Care Coordination include:

1. Single point of accountability – Care Coordination provides for a single entity responsible for coordination of services, supports, and cross system collaboration to ensure the individual's needs are met holistically.
2. Engagement with person served and their natural supports - the care coordinator goes to the individual and builds trust and rapport. The care coordinator actively seeks out and encourages the full participation of the individual' networks of interpersonal and community relationships. The care plan reflects activities and interventions that draw on sources of natural support.
3. Standardized assessment of level of care determination process – a standardized level of care assessment provides a common language across Network Providers that can assist in determining service needs.
4. Shared decision-making – family and person-centered, individualized, strength-based plans of care drive the Care Coordination process. The perspective of the individuals served are intentionally elicited and prioritized during all phases of the Care Coordination process. The care coordinator provides options and choices such that the care plan reflects the individual's values and preferences.
5. Community-based – services and supports take place in the most inclusive, most responsive, most accessible, and least restrictive settings possible that safely promote an individual's integration into home and community life.
6. Coordination across the spectrum of health care - this includes, but is not limited to, physical health, behavioral health, social services, housing, education, and employment.

7. Information sharing – releases of information and data sharing agreements are used as allowed by federal and state laws, to effectively share information among Network Providers, natural supports, and system partners involved in the individual's care.
8. Effective transitions and warm hand-offs - current Network Providers directly introduce the individual to the care coordinator. The "warm hand-off" is both to establish an initial face-to-face contact between the individual and the care coordinator and to confer the trust and rapport the individual has developed with the provider to the care coordinator.
9. Culturally and linguistically competent - the Care Coordination process demonstrates respect for and builds on the values, preferences, beliefs, culture, and identity of the individual served, and their community.
10. Outcome based – Care Coordination ensures goals and strategies of the care plan are tied to observable or measurable indicators of success, monitors progress in terms of these indicators, and revises the plan accordingly.
11. Care Coordination should incorporate a recovery oriented, strengths-based approach to an individual's pathway to recovery.

II. PRIORITY POPULATIONS

1) Pursuant to s. 394.9082(3)(c), F.S., the Department has defined several priority populations to potentially benefit from Care Coordination. Managing Entities and provider agencies are expected to utilize at least 50% of allocated funds in OCAs MH0CN, MS0CN and MS11S to serve the following populations:

   A. Adults with a serious mental illness (SMI), substance use disorder (SUD), or co-occurring disorders who demonstrate high utilization of acute care services, including crisis stabilization, inpatient, and inpatient detoxification services. For the purposes of this document, high utilization is defined as:

      1. Adults with three (3) or more acute care admissions within 180 days; or

      2. Adults with acute care admissions that last 16 days or longer.

      3. Adults with three (3) or more evaluations at an acute care facility within 180 days, regardless of admission.

   B. Adults with a SMI awaiting placement in a state mental health treatment facility (SMHTF) or awaiting discharge from a SMHTF back to the community.

2) The Department has defined additional populations to benefit from Care Coordination using funds in OCAs MHCAS and MSCAS.

   a) Under OCA MHCAS:

   A. Children and parents or caretakers in the child welfare system with behavioral health needs, including adolescents, as defined in s. 394.492, F.S. who require assistance in transitioning to services provided in the adult system of care.

B. Children and adolescents with a mental health diagnosis, SUD, or co-occurring disorders who demonstrate high utilization. For the purposes of this document, high utilization is defined as: children and adolescents under 18 years of age with three (3) or more admissions into a crisis stabilization unit or an inpatient psychiatric hospital within 180 days, including:

1. Children being discharged from Baker Act Receiving Facilities, Emergency Rooms, jails, or juvenile justice facilities at least one time, who are at risk of re-entry into these institutions or of high utilization for crisis stabilization.

2. Children and adolescents who have recently resided in, or are currently awaiting admission to or discharge from, a treatment facility for children and adolescents as defined in s. 394.455, which includes facilities (hospital, community facility, public or private facility, or receiving or treatment facility) and residential facilities for mental health, or co-occurring disorders.

C. Children not currently receiving services by a Community Action Treatment ("CAT") Team.

D. Children and adolescents who are assessed voluntarily without an admission to a Crisis Stabilization Unit two or more times within 180 days.

b) Under OCA MSCAS:

A. Families with infants experiencing or at risk for Neonatal Abstinence Syndrome or Substance Exposed Newborn.

3) In addition to the priority population listed in sections 1) A – B and 2) A. – D, the following populations have been identified as benefiting from Care Coordination and may be served:

A. Individuals referred, and enrolled in the Jail Diversion Program (JDP) who meet the following criteria:

1. Individuals must meet the following criteria (1 and 2):

i. Individuals must be receiving ME SAMH funded services or be willing to accept Care Coordination services from an ME Network Provider.

ii. Individuals must have a confirmed SPMI and/or Co-Occurring diagnosis (Diagnosis of PTSD alone is not eligible)

B. Individuals must meet at least one (1) of the following:

i. Individuals with 2 or more acute care admissions within 180 days and 2 or more arrests within 90 days.

ii. Individuals with an acute care admission that lasts 16 days or longer within 180 days and 2 or more arrests within 90 days

iii. Individuals with 2 or more acute care admissions and 4 or more arrests within 180 days or individuals with 6 or more arrests within 365 days.

AND during current arrest are classified as level 1 a or b or in Detox unit in the jail.

C. Individuals (youth and adults) referred by, or to, a Law Enforcement Agencies and followed by that Law Enforcement:

a. Youth/Adult must meet the following criteria:

i. Must be receiving ME SAMH funded services or be willing to accept Care Coordination services from an ME Network Provider.

ii. Adults have a confirmed SPMI and/or Co-Occurring diagnosis (Diagnosis of PTSD alone is not eligible). Youth must have a confirmed SED diagnosis and obtain parental / caregiver / guardian consent.

iii. Currently is in or has the potential to experience a state of crisis, substance abuse or dependence, and history of suicidal/homicidal ideation.

b. Youth / Adult must meet at least one (1) of the following:

i. Have a history of violence/aggression towards others, themselves or animals and/or bullying.

ii. Have a negative family dynamic, lack of support system, isolation, instability and/or recent traumatic event.

D. Children and youth referred from the Children System of Care (CSOC) Expansion Grant.

a. Individuals must meet one of the following criteria:

i. Individuals must be receiving CSOC Expansion Grant services and willing to accept Care Coordination services from an ME Network Provider.

ii. Individual is aging out (at least 18 years old) of Children's System of Care and needs to transition into the Adult System of Care.

iii. Individual has a history of serious emotional disturbances (SED), or has experience early onset SED/severe mental illness (SMI) in Miami-Dade County.

E. Children and youth referred by Mobile Response Teams (MRT) that meet the following criteria:

i. Youths that have come in contact (screening/assessment) with MRT services at least 2 times in 180 days.

ii. Youth that have a combination of MRT contacts (screening/assessment) and one of the above children/youth criteria

F. Adults being discharged, or no more than 30 days from discharge, from substance use and mental health Level II Residential Treatment program.

4) The ME in collaboration with the local SAMH Program office may authorize the provision of Care Coordination services for other populations including but not limited to:

A. Persons with a SMI, SUD, or co-occurring disorders who have a history of multiple arrests, involuntary placements, or violations of parole leading to institutionalization or incarceration.

B. Individual requiring reentry services referred by the Prison Aftercare Program

C. Individuals exiting higher levels of care such as residential level II treatment.

D. Caretakers and parents with a SMI, SUD, or co-occurring disorders involved with child welfare.

E. Individuals identified by the Department, managing entities, or Network Service as potentially high risk due to concerns that warrant Care Coordination, as approved by the Department.

F. Individuals may be identified by the ME's Care Coordination Team or through the ME's Network Providers.

G. Individuals released pursuant to v. State Mosher, where a judge did not issue a Conditional Release Order (CRO) and are no longer receiving Forensic Services.

H. Individuals served through Care Coordination must be ME-funded individuals.

I. Persons with a SED, SMI, SUD, or co-occurring disorders who are exiting prison and are referred through the Prison Aftercare Program, or were released from prison through the Aftercare Program within the preceding 180 days and facing violations of post release supervision leading to further institutionalization (forensic hospitalization/prison) or incarceration.

J. Care Coordination under these OCAs cannot be provided to individuals enrolled in the following team-based services FACT, Coordinated Specialty Care for Early Mental Illness/Navigate, Family Intensive Treatment (FIT), Comprehensive Community Service (CAT) Teams, Forensic Multidisciplinary Teams (FMT), and any other local multidisciplinary treatment teams that include case management; including Forensic Specialist Service Team contracted at Community Health of South Florida, Inc.

K. If necessary, Managing Entities and Network Service Providers may implement a time-limited transition plan for individuals in the process of connecting to a case manager or team-based services that includes case managers (excluding Dependency Case Management and medical case management). The transition must ensure Care Coordination may not exceed 90 days during which time both a case manager and a care coordinator may provide services to the same individual unless a longer duration is specifically approved by the Department. The transition plan shall be designed to ensure a warm hand-off and successful case management engagement.

III. IMPLEMENTATION

A. Managing Entity Responsibilities

The ME is responsible for system level care coordination and supporting Network Providers as they coordinate care at the person level. System level coordination includes the following activities:

1. Identifies individuals eligible for Care Coordination based on the priority populations identified in section II through surveillance/data runs from data submitted by Network Providers Collaborates with private receiving facilities to determine and/or confirm eligibility and referral process for those meeting criteria

2. Initiates referral to appropriate Network Provider and provides supporting documentation obtained through the data surveillance process or from private receiving facilities.

3. System level Care Coordinator activities include:

a) Evaluates eligibility of individuals identified as meeting criteria; including determination if the person is enrollment in any program that will disqualify them from meeting criteria.

b) Submit completed Care Coordination Referral Form

c) Staff referrals and provides information as appropriate

d) Tracks and ensures receipt of referral disposition within reasonable time frame:

i. acknowledgement of receipt and approval of the referral within 72 hours of having received referral

ii. Final disposition of referral within 30 days of referral submission

iii. Successful and successful discharges

4. Participate in team meeting and/or other weekly contacts with the Network Provider.

5. Monitor and support Network Provider's engagement, enrollment and timely service initiation for persons referred.

6. Facilitate communication and collaboration of Network Providers with other contracted and non-contracted providers, traditional and non-traditional community-based resources.

7. Track individuals enrolled in Care Coordination through data to monitor including but not limited to:

a) Readmission rates for individuals served in acute care settings;

b) Length of time between acute care admissions;

c) Length of time an individual waits for admission into a SMHTF;

d) Length of time an individual waits for discharge from a SMHTF; and

e) Length of time from acute care setting and SMHTF discharge to linkage to services in the community.

8. Manage Care Coordination funds and purchase services based on needs identified by Network Providers.

9. Track service needs and gaps and redirect resources as needed, within available resources.

10. Assess and address quality of care issues, including fidelity review of adherence with Critical Time Intervention (CTI).

11. Review NSP contracts to effectively track the correct implementation of CTI; with the ability to issue corrective action if determined that the model is not being properly implemented.

12. Ensure provider network adequacy and effectively manage resources.

13. Develop diversion strategies to prevent individuals who can be effectively treated in the community from entering SMHTFs.

14. Develop partnerships and agreements with community partners (i.e., managed care organizations, criminal and juvenile justice systems, community-based care organizations, housing providers, federally qualified health centers, etc.) to leverage resources and share data.

15. Provide technical assistance to Network Providers and assist in eliminating system barriers.
16. Work collaboratively with the Department to refine practice.
17. Implement a quality improvement process to establish a root cause analysis when Care Coordination fails.

B. NETWORK PROVIDER RESPONSIBILITIES

The Network Provider will implement the delivery of Care Coordination services through the implementation of Critical Time Intervention as the service delivery model.

Critical Time Intervention (CTI) is an intensive 9-month care coordination model designed to assist adults age 18 years and older with mental illness who are going through critical transitions, and who have functional impairments which preclude them from managing their transitional need adequately. CTI promotes a focus on recovery, psychiatric rehabilitation, and bridges the gap between institutional living and community services. CTI differs from traditional case management because it is time limited, focused, and follows a three phased approach. Unlike some other models, timing of movement through the phases is defined by the program model, not the readiness of the individual.

As an evidence-based practice there are four core principles that define CTI and set it apart from other services:

1. Focuses on a critical transition period, and is time-limited
2. Enhances continuity of care and prevents recurrent homelessness and hospitalizations.
3. Identifies and strengthens formal and natural community supports.
4. Complements rather than duplicates existing services.

CTI assist individuals not connected to other community-based services navigate critical transitions and meeting their needs. Critical transitions are, among other circumstances, discharge from psychiatric inpatient settings and transitioning from residential setting to independent living. CTI activities aim to prevent the reoccurrence of status that qualified the person for a referral to care coordination services.

CTI is divided into three identified phases lasting three months each, not including Pre-CTI.

Pre-CTI: Consist of outreach activities aimed to establish a relation and develop rapport with the person served. Pre-CTI services begin before an individual is discharged from a hospital or other institution in order to establish an initial relationship before the transition begins. Pre-CTI can also be used with an individual who is homeless prior to the individual moving into housing.

Remainder of page left blank intentionally

Phase	Transition	Try-out	Transfer of Care
Timing	Months 1-3	Months 4-6	Months 7-9
Purpose	CTI provides assessment of social and health needs and develops and implements an individualized service plan to address immediate needs related to critical transition. In this phase, there is frequent contact with the individual in the community, focusing on active engagement with behavioral health services, and identifying and addressing housing-related issues in order to prevent future episodes of homelessness or housing instability. A transition plan is implemented while providing emotional support.	CTI supports an individual's engagement and effective participation in their own support system. Facilitates and tests the individual's new problem-solving skills. In this phase, the team increasingly encourages individuals to manage problems independently after connecting them to supportive services.	CTI remains available to solve problems in collaboration with the individual, and his/her providers and natural supports prior to discharge. This phase, promotes the transfer from CTI to other community supports, both formal and informal and termination of CTI services occurs with a support network safely in place.

Activities	CTI worker engages the individual. This includes making home visits or visits in the community including in shelters or on the street, introducing the individual to providers, and meeting with caregivers, helping the individual negotiate ground rules for relationships, mediating conflicts, and assess the potential of the individual's support system. Focuses on urgent/basic needs such as food, immediate medical care, shelter, warm clothing or blankets, access to essential medications; Accompanies individuals to community providers; Forges connections to social service systems, and assists the individual to apply for available benefits as indicated (phone, food and nutrition benefits, Medicaid, Disability, etc.);	CTI worker monitors the effectiveness of the support network; Helps to modify network as necessary; Continues case management activities as necessary; Continues community-based visits; Provides psychoeducation about self-management and successful navigation of the service systems and Completes any Phase I activities that still need resolutions. Less frequent meetings and provides social crisis interventions and troubleshooting.	CTI worker provides consultation but little direct service. The worker lets the individual solve their own problems. The worker ensures key caregivers/providers meet and agree on long term support system. Reinforces the roles of support network members; Develops and begins to set in motion plan for long-term goals (e.g. employment, education, family reunification); May hold a party or some other ceremonial recognition of successful transition out of CTI services. A final meeting is held to formally recognize the end of interventions and relationship.

C. NETWORK PROVIDERS FUNDED TO PROVIDE CARE COORDINATION SERVICES ARE RESPONSIBLE FOR THE FOLLOWING ACTIVITIES FOR INDIVIDUALS THAT ARE RECEIVING SERVICES IN THE COMMUNITY:

The Network Provider will:

1. Serve as single point of accountability for the coordination of an individual's care with all involved parties (i.e., criminal or juvenile justice, child welfare, primary care, behavioral health care, housing, etc.).
2. Conduct outreach and internal data surveillance to identify care coordination eligible candidates within their organization. Upon identification of care coordination eligible candidate, the Network Provider will self-refer and send referral for approval to the ME Care Coordination team.
3. Engage (Pre-CTI) the individual in their current setting, (e.g., crisis stabilization unit (CSU), SMHTF, homeless shelter, detoxification unit, addiction receiving facility, etc.). Engagement should begin no earlier than 30 days from the person's expected discharge. Engagement (Pre-CTI) is critical to successfully establishing rapport with the person served. In addition, Pre-CTI offers an opportunity for the Network Provider Care Coordinator to obtain relevant clinical and personal information to assist the person in their transition to community-based care. Care Coordination serves the person in his/her environment. Individuals served should not be expected to come to the care coordinator
4. Maintains on-going communication with the ME Care Coordination team including:
    i. acknowledgement of receipt of the referral with submission back to the ME within 72 hours of having received referral
    ii. Final disposition of referral within 30 days of referral submission
    iii. Successful and successful discharges
5. Conduct at least seven engagement attempts, include multiple face-to-face attempts to locate or enroll a person. To maximize engagement opportunities Network Provider Care Coordinator will engage individuals before the transition to the community. If there is no contact with the referred individual after the required attempts, Network Providers are to complete a non-enrollment form to close the referral.
6. Develop an intervention plan (or Phase Plan) with the individual based on shared decision making that emphasizes self- management, recovery and wellness, including transition to community-based services and/or supports. Intervention plans goals should be very simple, addressing no more than 3 areas at a time and evolving with respect to the individual's progress, participation, and choices.
7. Provide frequent contact for the first 30 days of services upon enrollment, ranging from daily to a minimum of three times per week, and at least six community-based meeting per month for the other two months in Phase 1. Care coordinators should consider the individual's safety needs, level of independence, and their wishes when establishing the optimal contact schedule. This includes telephone contact or face-to-face contact (which may be conducted electronically). Leaving a voicemail is not considered contact. If the individual served is not responding to attempted

contacts, the Network Provider must document attempts on the record and make physical and active attempts to locate and engage the individual.

8. Provide 24/7 on-call availability. The CTI team will pro-actively assist individuals in the prevention of social crisis episodes. The CTI team is not expected to be on call as a "first responder" for crisis events, but is expected to assist the individual in the development of a detailed crisis plan, and to assure that the plan is as widely distributed to key partners to the extent allowed by the individual.
9. Coordinate care across systems, to include behavioral and primary health care as well as other services and supports that impact the social determinants of health.
10. Assess the individual for eligibility of Supplemental Security Income (SSI), Social Security Disability Insurance (SSDI), Veteran's Administration benefits, housing benefits, and public benefits, and assist them in obtaining eligible benefits. When applying for SSI or SSDI benefits, providers must use the SSI/SSDI Outreach, Access, and Recovery (SOAR) application process. Free training is available at: https://soarworks.samhsa.gov/
11. For individuals who require medications, ensure linkage to psychiatric services within 7 days of discharge from higher levels of care. If no appointments are available, document this in the medical record and notify the ME Care Coordination team.
12. Collaborate with the ME Care Coordination team to identify service gaps and request purchase of needed services not available in the existing system of care.
13. Develop partnerships and agreements with community partners (i.e., managed care organizations, criminal and juvenile justice, community-based care organizations, housing providers, federally qualified health centers, etc.) to leverage resources and share data.
14. Providers of CTI services should utilize any tools, training, documents, forms, and learning opportunities provided by Thriving Mind.
15. Providers will ensure that any staff delivering care coordination completes, at a minimum, the Critical Time Intervention training provided by ME.
16. Ensure that caseload ratios are observed. The maximum caseload ratio for a full- time CTI worker is 1:20. The maximum caseload ratio for a full-time CTI Supervisor and a Peer Specialist is 1:10 each. Due to the varying level of intensity of work during each phase, admission to the team should be staggered to maintain a caseload of individuals who are in each phase.
17. Peer Specialist staff should have a minimum of two years working with a mental health population and be a Certified Peer Specialist or work towards certification with the support and assistance of the Network Provider.
18. CTI Supervisor should have extensive experience in the provision of service for the target population, preferably including clinical experience. In addition, to having experience in the provision of guidance, feedback, and training to team members to assure that quality services are provided to the individuals served and to maintain and facilitate the skills of the supervisee to assure all members of the team are utilizing and maintaining fidelity to the evidence-based CTI model.
19. CTI Teams meet weekly for supervision and to share practical strategies for working with individuals and their complex needs. Each meeting should include the following:
    a. Submit meeting invitations to the assigned Thriving Mind Care Coordinator.

b. Report on previous week's activities, starting with the to do list from the last supervision meeting.
c. Review any new cases/individuals referred to the CTI team.
d. Reinforcement of CTI principles and practices.
e. In depth discussion of high priority cases, usually between 4-8 individuals. Additionally, each individual should be discussed at minimum once a month.
f. Plan for resolving barriers to implementation of CTI.
g. Make a "To Do List" for upcoming week.

D. CARE COORDINATION ALLOWABLE COVERED SERVICES

Pursuant to ch. 65E-14.014, F.A.C., Network Providers may not bill for services for individuals who have third party insurance, Medicaid, or another publicly funded health benefit coverage when the services provided are **paid** by said program. The Network Provider will delivery care coordination services as allowable and in ch. 65E-14.021, F.A.C.:

The Network Provider funded for Care Coordination agrees to invoice/document Care Coordination services under the following allowable covered services:

1. Outreach - allows the Network Provider to provide engagement and supervision activities associated with the model without requiring it to be direct client services events.
2. Intervention – allows the Network Provider the capture client specific service events without requiring the person to complete an "Intake" at the Network Provider agency. It also allows for the provider to maintain their services even when person served is referred and enrolled with another provider of service.
3. Recovery Supports – allows the Network Provider to deliver and measure the impact of peer services in the outcome of the intervention.

E. DATA COLLECTION AND MANAGEMENT

1. Care Coordination is a bundled service approach that is reported through an expenditure Other Cost Accumulator in accordance with DCF FASAMS Pamphlet 155-2, or project code, and using the following service modifier codes in the Modifier 2 field:

Modifier Code	Assigned OCA - Short Description
DO	MHOCN – Care Coordination
DV	MSOCN – Care Coordination SA
AS	MHCAS – Children's Care Coordination
SA	MSCAS – NAS/SEN Care Coordination

2. Only the covered services specified in this Exbibit in Section III, D, Care Coordination Covered Service may be reported using the modifier codes identified for Care Coordination.

3. Care Coordination Monthly Report shall be submitted to the ME Care Coordination Department by the 5th of the month for the previous month reporting period. Submission must be encrypted and/or password protected.

F. SOAR APPLICATIONS

SOAR application data (protected filing, approval or denial dates, etc.) will be submitted through the Online Application Tracking (OAT) system as outlined in **Exhibit AN, Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach, Access, and Recovery (SOAR)**. For access/registration questions, please contact https://soartrack.samhsa.gov/

G. REPORTING REQUIREMENTS

1. **Monthly Care Coordination Monthly Reports (Narrative and Chart)**: The Network Provider must submit Care Coordination Monthly **Reports** using the Templates provided in this Exhibit by the 5th of every month for data from the previous month. The Network Provider will submit the monthly report to the individuals listed in **Exhibit C, Required Reports**.

2. **Ad Hoc Reports**: The Network Provider agrees to submit any ad-hoc and/or additional reports as determined necessary by the ME, Department of Children and Families and/or Miami-Dade County.

H. MEETINGS/TRAININGS

1. The Network Provider will ensure that its staff is properly trained on CTI model, goals and objectives, evidence-based practices and screenings.

2. The Network Provider shall meet with the ME's staff at regularly scheduled or specially called meetings and/or trainings when notified by the ME.

I. RESOURCES

Network Providers are encouraged to research the following list of promising practices in Care Coordination as examples of effective implementation.

a. **Recovery Support Bridgers/Navigators**

Certified Recovery Peer Specialists (CRPS) are utilized to assist individuals successfully transition back into the community following discharge from a SMHTF, CSU or Detox. The CRPS engages the individual while still inpatient and provides support and information on discharge options. They participate in discharge planning and assist the person in identifying community-based service and support needs and build self- directed recovery tools, such as a Wellness Recovery Action Plan (WRAP). The CRPS then supports the individual as they transition to the community. More information on WRAP may be accessed at: http://mentalhealthrecovery.com/

b. **Care Transition Programs®**

This intervention utilizes a Transition Coach to preferably meet an individual in the acute care setting to engage them and their family (as appropriate) and sets up in-home follow up visits and phone calls designated to increase self-management skills, personal goal attainment, and provide continuity across the transition.[1] More information on the Care Transition Programs may be accessed at: http://caretransitions.org

c. **Medical Homes**

The Agency for Healthcare Research and Quality defines the medical home as a model of the organization of primary care that delivers the functions of primary health care with the following attributes:

i. Comprehensive Care – the medical home is accountable for meeting the individual's physical and mental health needs, which requires a team of care providers.

ii. Patient-Centered – the medical home partners with patients and their families, respecting each person's unique needs, culture, values, and preferences.

iii. Coordinated Care – the medical home coordinates care across all elements of the broader health system, including community services and supports.

iv. Accessible Services – a medical home delivers services in shorter wait times, enhanced in-person hours, around-the-clock telephone or electronic access to a member of the care team.

v. Quality and Safety – a medical home uses evidence-based medicine and clinical decision support tools to guide shared decision making with patients and families, engaging in performance and improvement.[2]

In Indiana, WellPoint Health Plan medical homes for persons with high-service use decreased emergency department utilization by 72% and decreased controlled substance prescriptions by 38% in the 6 months pre- and post-program. Medical homes for people with substance use issues can also be a key intervention for super-utilizer programs – in Michigan, an integrated medicine clinic addressing super-utilizers with mental health and substance abuse needs decreased emergency department visits by over 50% among highest utilizers.

d. **Behavioral Health Homes**

The SAMHSA – HRSA Center for Integrated Health Solutions has proposed a set of core clinical features of a behavioral health-based health home that serves people with mental health and substance use disorders, with the belief that application of these features will help organizations succeed as health homes. This resource may be accessed at:

https://www.thenationalcouncil.org/integrated-health-coe/resources/

[1] See, http://caretransitions.org/about-the-care-transitions-intervention/, site accessed October 14, 2015
[2] See, https://pcmh.ahrq.gov/page/defining-pcmh, site accessed October 14, 2015.

e. **Reducing Avoidable Readmissions Effectively**

The RARE Campaign in Minnesota was established to improve the quality of care for persons transitioning across care systems and to reduce avoidable readmissions by 20%. Five areas were identified as a focus of these efforts:

i. Patient/Family Engagement and Activation,

ii. Medication Management,

iii. Comprehensive Transition Planning,

iv. Care Transition Support, and

v. Transition Communication

For more detail, the RARE Campaign published recommendations on actions to address the above areas of focus which can be accessed at:

https://www.rarereadmissions.org/areas/index.html

f. Telehealth

The use of technology presents another promising practice in coordinating care, specifically as it related to access. As an example, the Department of Veterans Affairs (VA) piloted a Care Coordination/home telehealth initiative that continually monitored veterans with chronic health conditions. Vital signs and other disease management data was transmitted to clinicians remotely located. The pilot reported reductions in hospital admissions and length of stay.3

g. Wraparound

Wraparound is an intensive, individualized care planning and management process for individuals with complex needs, most typically children, youth, and their families. The Wraparound approach provides a structured, holistic, and highly individualized team planning process which includes meeting the needs of the entire family. The philosophy of care begins with the principal of "voice and choice", which stipulates the child and family perspective and drives the planning. The values further stipulate that care be community- based and culturally and linguistically competent. The staff to family ratio typically does not exceed one Wraparound facilitator to ten families. More information on Wraparound may be accessed at: http://nwi.pdx.edu/

[3] IOM (Institute of Medicine). 2010. The healthcare Imperative: Lowering Costs and Improving Outcomes: Workshop Series Summary. Washington, DC: The National Academies Press

Exhibit AC
Monthly Care Coordination Report - Narrative

Region of Service: _____ Circuits: _____

Managing Entity: _____ Report Period: _____
Month/Year

This report serves to track the progress of care coordination activities statewide. Please do not repeat information, if you answered a question in previous months and nothing has changed, mark "No Changes".

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

_____
_____
_____

Care Coordination Practices

Describe the evidence-based or innovative practices you are implementing: ☐ No Changes

_____
_____
_____

What standardized level of care determination are your providers using?

☐ ASAM ☐ LOCUS ☐ Other: _____

How many individuals in Baker Act Receiving Facilities who were either on a court order or voluntary status awaiting transfer to a SMHTF did you divert during this reporting period? Briefly describe diversionary strategies, provider partnerships, and other resources utilized:

_____

List any new partnerships established in the reporting period (i.e., Memoranda of Understandings, Referral Agreements, Data Sharing Agreements, common assessments, etc.): ☐No Changes

_____
_____

Describe any service gaps or barriers identified and how they are being resolved (i.e., redirection of resources, purchase of out of network services, etc.): ☐No Changes

_____
_____

Describe how contracted network service providers are implementing care coordination practices: ☐No Changes

_____
_____

Describe SOAR activities: ☐ Are SOAR applications reported in OAT
For this reporting period, how many SOAR applications are:_____Pending_____Approved_____Not Eligible
Reasons for ineligibility (i.e., immigration status) _____

_____

How many individuals who are homeless or at risk of homelessness were housed? List types of housing resources utilized (i.e., Permanent, transitional, ALF, supportive housing, etc.)

_____

_____

If applicable, list training needs: ☐No Changes

_____

_____

Acronyms

ASAM	American Society of Addiction Medicine
LOCUS	Level of Care Utilization System
OAT	Online Application Tracking
SOAR	(SSI/SSDI) Outreach, Access & Recovery
CSU	Crisis Stabilization Unit (for purposes of this document includes facilities providing inpatient and crisis stabilization services under the Baker Act)

EXHIBIT AC
South Florida Behavioral Health Network Care Coordination Report - Chart

Network Provider:
Reporting Period:

Priority Populations below are defined in Guidance 4 of the ME contract	# of referrals received	# of individuals in the engagement process during the reporting period (not yet enrolled) *	A .# of individuals enrolled at beginning of the reporting period **	B. # of individuals newly enrolled during reporting period	C. # of individuals discharged during reporting period (out of those that were enrolled)	D. Total # of individuals enrolled at the end of reporting period (A + B – C)	E. Total # of individuals served to date	# of individuals identified as homeless	# of individuals involved in Child Welfare
3 or more acute care admissions within 180-day period									
3 or more detox admissions within 180-day period									
Acute care stay of 16 days or more within 180 day period									
Detox stay of 16 days or more within 180-day period									
Individuals discharged from SMHTF									
Individuals awaiting placement in SMHTF									
Other population as approved:									
Other population as approved:									
Total									

* Individuals in the engagement process are those individuals that are identified as meeting Care Coordination criteria who have not yet received services under Care Coordination.
** Individuals enrolled in Care Coordination are those individuals that are receiving services under Care Coordination.

Exhibit AI
Family Intensive Treatment (FIT) Model Guidelines and Requirements

Requirement: *Specific Appropriations within the General Appropriations Act*

Purpose: To ensure the implementation and administration of this proviso project and ensure that the Network Provider ("FIT Team Provider") adheres to the service delivery and reporting requirements described herein and in Guidance 18, Family Intensive Treatment (FIT) Model Guidelines and Requirements, dated July 1, 2024, or the latest revision thereof, incorporated herein by reference.

I. Authority

Annual Specific Appropriations provide funding "to implement the Family Intensive Treatment (FIT) team model that is designed to provide intensive team-based, family-focused, comprehensive services to families in the child welfare system with parental substance abuse. Treatment shall be available and provided in accordance with the indicated level of care required and providers shall meet program specifications."

II. Program Goals

The FIT Team model is designed to provide intensive services to families in the child welfare system with parental substance use. Upon successful completion, the family should have the skills and natural support system needed to maintain improvements made during services. The goals of the FIT Team model are to:

1. Provide early identification of at-risk families and immediate access to intensive substance use and co-occurring mental health treatment services for parent(s)/guardian(s) in the child welfare system with early engagement strategies, such as at case initiation or case transfer, when a child in the family has been determined to be "unsafe";
2. Establish a team-based approach, including Clinicians, Case Managers and Recovery Peer Support Specialists, to planning and service delivery in coordination with Community-Based Care Lead Agencies, Child Welfare Professionals, Managing Entities and other providers of services;
3. Integrate evidence-based treatment for substance use disorders, parenting interventions, and therapeutic treatment for all family members into one comprehensive treatment approach. This comprehensive approach includes coordinating clinical children's services, which are provided outside of the FIT Team funding;
4. Identify family-driven pathways to recovery and promote sustained recovery through cultural and gender-sensitive treatment and involvement in recovery-oriented services and supports;
5. Promote increased engagement and retention in treatment;
6. Provide 24/7 access for crisis management;
7. Facilitate concurrent planning between child welfare case planning and treatment plan goals, to integrate the family's strengths and needs with their dependency case plan;

8. Advocate for parent(s)/guardian(s) and assist in navigating the child welfare process;
9. Promote treatment completion and continued care through linkage to ongoing support services and natural supports; and
10. In collaboration with Community-Based Care Lead Agencies and Child Welfare Case Management Organizations:
    a. Promote safety of children in the child welfare system whose parent(s)/guardian(s) have a substance use disorder;
    b. Develop a safe, nurturing and stable living situation for these children as rapidly and responsibly as possible;
    c. Provide information to inform the safety plan, ongoing Family Functioning Assessments (FFA), and any other relevant status updates;
    d. Reduce the number of out-of-home placements when safe to do so; and
    e. Reduce rates of re-entry into the child welfare system.

III. Eligibility

FIT Team Provider shall accept families referred by the child protective investigator, child welfare case manager or Community-Based Care Lead Agency. Providers and stakeholders working with child welfare families, such as engagement programs and the dependency court system, can also refer eligible parent(s)/guardian(s).

The FIT Team Provider shall deliver services to parent(s)/guardian(s) who meet all the following criteria:

1. Are eligible for publicly funded substance abuse and mental health services pursuant to s. 394.674, F.S.; including persons meeting all other eligibility criteria who are under insured;
2. Meet the criteria for a substance use disorder, and;
3. At the time of referral to FIT:
    a. A child in the family has been determined to be “unsafe” with a priority given to families with children 0 -10 years old;
    b. For children in out of home care, the family must have a child welfare case management plan with the permanency goal of reunification, or a concurrent case plan that includes reunification as a permanency goal; and
    c. The eligible parent(s)/guardian(s) are willing to participate in the FIT Program or the caregiver is court ordered to participate in FIT services. In either case, enhanced efforts to engage and retain the caregiver(s) in treatment are expected as a critical element of the FIT program.

The FIT Team Provider may serve families who exceed the financial eligibility while applying a sliding fee scale in accordance with 394.76 F.S. and Chapter 65E-14.018, F.A.C., if no other option for treatment at this level is available.

While eligibility is based on at least one parent/guardian in the home meeting criteria, all members of the household may receive and benefit from FIT services and coordination. This allows for family-focused treatment and ensures that all members of the household are addressing any issues that may impact success from both a behavioral health and child welfare perspective. Each parent/guardian that meets the eligibility criteria is counted toward the performance measures.

IV. FIT Staffing Requirements

By providing a team-based approach to care, families receive FIT services from consistent and designated staff that have received the required training on the child welfare system and evidence-based programs. FIT staff work collaboratively to meet the needs of FIT families. Below are the essential roles of FIT team members who are considered the "core" team. Adjustments to staff credentials and maximum caseloads must be approved by the Managing Entity with agreement from the Department of Children and Families**.** This includes time-limited plans to address initial implementation of this staffing requirement and vacancies.

1. Program Manager - A Master's or Doctoral degree in behavioral health sciences, such as psychology, mental health counseling, social work, art therapy, or marriage and family therapy; an active license issued by the Florida Board of Clinical Social Work, Marriage and Family Therapy, Mental Health Counseling, or Psychology; and a minimum of three years working with adults with substance use disorders.

2. Behavioral Health Clinician - A Master's or Doctoral degree in behavioral health sciences, such as mental health counseling, social work, art therapy, psychology, or marriage and family therapy; and a minimum of two years of experience working with adults with substance use disorders. Behavioral Health Clinicians provide evidence-based therapeutic services and incorporate behavioral health goals with Caregiver Protective Capacities and parenting interventions. Clinician caseloads are clinically determined by the Program Manager but shall not exceed 15 clients.

3. Case Manager – at minimum a Bachelor's degree in counseling, social work, psychology, criminal justice, nursing, rehabilitation, special education, health education, or a related field which includes the study of human behavior and development; and a minimum of one year of experience working with adults with behavioral health needs and child welfare involvement; or a Bachelor's or Master's degree with a major in another field and a minimum of three years of experience working with adults with substance use disorders. This position does not serve as the child welfare case manager and the FIT program does not fund the child welfare case manager. FIT Case Managers assist clients with coordination of provider referrals and follow-up for other needed services. Case manager caseloads are determined by the Program Manager based on the needs of the individuals served, but shall not exceed 20 clients.

4. Recovery Peer Specialist - Certified by the Florida Certification Board; or an individual who has direct personal experience living in recovery from substance use conditions for at least 2 years with a minimum of one (1) year work experience as a Recovery Peer Specialist. Recovery Peer Specialists are allowed one year from the date of their employment to obtain certification through the Florida Certification Board. Recovery Peer Specialists provide support, assistance,

and advocacy for the client. Recovery Peer Specialists caseloads are determined by the Program Manager based on the needs of the individuals served but shall not exceed 20 clients.

V. FIT Programmatic Requirements

The FIT Team Provider shall be trained in the use of evidence-based substance use treatment and parenting practices found effective for serving families in the child welfare system. As part of a comprehensive array of behavioral health services and supports, FIT Team services shall include the following activities, tasks, and provisions:

1. An emergency contact number for parent(s)/guardian(s) to reach FIT Team Provider in case of emergency 24 hours a day, 7 days a week;
2. Recovery peer support services to promote recovery, engagement and retention in treatment, and skill development;
3. Case management services to address the basic support needs of the family and coordinate the therapeutic aspects of services provided to all family members regardless of payer source;
4. Coordination of services and supports with child welfare professionals;
5. Individualized treatment provided at the level of care that is recommended by ASAM or LOCUS placement criteria;
6. Document FIT activities and family's progress in Florida Safe Families Network (FSFN);
7. Intensive in-home treatment, inclusive of individual and family counseling, related therapeutic interventions, and treatment to address substance use disorders, based on individual and family needs and preferences;
8. Group treatment to address substance use disorders, based on individual and family needs and preferences;
9. Trauma-informed treatment services for substance use disorders and co-occurring substance use and mental health disorders;
10. Therapeutic services and psychoeducation in:
    a. Parenting interventions for child-parenting relationships and parenting skills;
    b. Natural support development, including the family when appropriate; and
    c. Relapse prevention skill development and engagement in the recovery community.
11. Care coordination as reflected in the FIT Team's treatment plan, including a Multi-Disciplinary Team (MDT) to promote access to a variety of services and supports as indicated by the needs and preferences of the family, including but not limited to:
    a. Domestic violence services;
    b. Medical and dental health care;
    c. Basic needs such as supportive housing, housing, food, and transportation;

d. Educational and training services;

e. Supported employment, employment and vocational services;

f. Legal services; and

g. Other services identified in the FIT Team's case management plan.

VI. Assessment:

All assessment tools should be completed as appropriate in the first 30 days following enrollment to the FIT program. The FIT assessment process includes consideration of the assessment activities that are completed by child welfare professionals, as well as any known behavioral health treatment history. In addition to assessments from child welfare, the FIT Team Provider shall assess parental capacity, functioning, substance use and co-occurring mental health, family history, and trauma. Results of all assessments are included in the Biopsychosocial and inform treatment planning and interventions.

American Society of Addiction Medicine (ASAM) or Level of Care Utilization System (LOCUS) Criteria: Complete the ASAM or LOCUS Criteria to address the parent(s)/guardian(s)' needs, obstacles and liabilities, as well as the caregiver's strengths, assets, resources and support structure to determine level of care **upon admission**.

Daily Living Activities (DLA-20): Alcohol-Drug Functional Assessment: Complete the DLA-20 to determine the caregiver's level of functioning. To effectively monitor changes in client functioning over time, the DLA-20 shall be **re-administered within sixty (60) calendar days of initial completion and continue to be administered at 60-day intervals throughout the course of FIT services**. A final DLA-20: Alcohol-Drug shall be administered **at discharge**, except in the case of unplanned discharge and parent is unavailable.

Caregiver Protective Capacities: Review the caregiver protective capacity ratings completed by the child protective investigator or child welfare case manager from the most recent Family Functioning Assessment. The FIT Team Provider will complete a baseline rating of the caregiver protective capacities based on information gathered during the assessment process and integrate the capacities into the treatment plan goals. This will be **evaluated by the FIT team monthly** in progress updates and during treatment plan reviews and **at discharge**. These ratings are not to replace the assessment of caregiver protective capacities completed by the child welfare professional, but to align language for more robust discussion of the parent(s)/guardian(s) progress.

Biopsychosocial Assessment: The Biopsychosocial Assessment shall describe the biological, psychological, and social factors that may have contributed to the recipient's need for services. The evaluation synthesizes the results of all assessments administered and include a brief mental status exam, diagnostic/clinical impression and preliminary service recommendations based on those results and interview of the client and family. Refer to Chapter 65D-30, F.A.C. for further requirements of the Biopsychosocial Assessment.

VII. Treatment Planning Process

As part of the core competency of an Integrated Practice Model, it is imperative behavioral health providers support and address child welfare outcomes by enhancing caregiver protective capacities. Utilizing the identified diminished caregiver protective capacities and behavioral health needs, the team will be able to develop appropriate interventions to address family needs. This practice is in unison with the Child Welfare Practice Model which requires child welfare professionals to identify reunification criteria, objectively

evaluate the scaling of caregiver protective capacities, and assess behavioral changes in the parent/guardian toward enhancing their protective capacities.

The FIT team participates in or coordinates MDT staffings, requesting participation from child welfare professional(s), parent/guardian(s), and any other relevant parties such as caregiver(s), foster parent(s), mentor(s), teacher(s), primary health provider(s), and other provider(s), following enrollment and at least every 30 days. The MDT is responsible for the development and ongoing evaluation of the treatment plan and/or case plan, including any alterations that may prove necessary.

VIII.Transition and Discharge

Successful transition planning begins at admission, is family-centered, and continues throughout the family's treatment. Families are apprised of the appropriate community resources available, linked to those services and are key participants in all phases of the transitional care planning process. Referral processes with community providers need to occur in a timely, systematic fashion prior to discharge. The process concludes with the coordination and implementation of services and transition to the least restrictive level of care.

Transfers

Managing Entities must review and approve any plan for a FIT team to transfer a family to another FIT team.

Additionally, Managing Entities must be involved with coordinating transfers when a family plans to move out of the area and continue FIT services. The originating Managing Entity will contact the receiving Managing Entity to determine if there is capacity to accept the transfer and a proposed date of transfer. Once this has been established, the originating FIT team must, with consent, send the receiving team a comprehensive referral packet.

FIT teams are obligated to accept any transfer if the team has capacity. Upon arrival, the receiving team shall review the participant's clinical records, conduct an initial assessment, and develop a new treatment plan.

Discharges

At least 30 calendar days prior to discharge, an MDT staffing to address the family's planned discharge from the FIT program must be held. This discharge MDT staffing must include the FIT team with requested participation from child welfare professional(s), the parent/guardian(s), and any other relevant parties such as caregiver(s), foster parent(s), mentor(s), teacher(s), primary health provider(s), and other provider(s).

The discharge MDT staffing must address the family's behavioral health and any ongoing relapse prevention and recovery services needs, such as: Alcoholics Anonymous (AA), Narcotics Anonymous (NA), any faith-based group or other recovery supports; the physical health care needs of the parents and children; support services such as housing supports, supportive employment, financial benefits, etc.; and community services such as childcare, early intervention programs, therapies, and community-based parenting programs.

A discharge summary must be completed that summarizes the family's needs and confirms all referrals to community-based services. The discharge summary must be provided to the family upon discharge. A copy of the discharge summary must also be provided to the child welfare professional within seven (7) calendar days of discharge.

In the event of an unplanned discharge, the FIT team must coordinate an MDT staffing as soon as disengagement is identified to discuss strategies for re-engagement or plan for next steps following discharge. These steps must be documented in the discharge summary and provided to the child welfare professional within seven (7) calendar days.

Discharge Definitions

1. **COMPLETED TREATMENT**: Participant made significant progress toward rehabilitation goals and engagement in community-based care is optimal.
2. **GOAL CHANGE**: Participant is discharged due to a goal change in the child welfare case, but the child welfare case remains open (as to the child only). This discharge definition is used when the permanency goal is changed and there is no longer a requirement to participate in case plan services.
3. **TRANSFER TO A HIGHER LEVEL OF CARE**: Participant requires transfer to a higher level of care (such as inpatient care). This reflects that maximum benefit has been achieved at the current level of care and yet a higher level of care is needed. If the participant refuses to transfer and disengages, the discharge will be defined as disengaged.
4. **TRANSFER TO ANOTHER FIT PROVIDER**: Participant is discharged due to transfer to another FIT Team Provider where they continue services.
5. **MOVED**: Participant moved out of the service area. This discharge definition is used if the participant is not transferring to another level of care or to another FIT team provider.
6. **JAIL/PRISON**: Participant is discharged due to incarceration.
7. **DISENGAGED**: Participant requests discharge or chooses not to participate, despite best efforts to by the FIT team.
8. **DIED**: Participant discharged due to death.

IX. FIT Process

1. At time of referral, the FIT Team Provider will:

- **a.** Review the referral to ensure it meets FIT eligibility criteria
  - **i.** This can include staffing with the referral source
  - **ii.** If the referral does not meet criteria, the FIT Team Provider will staff the case with the referral source and recommendations and linkage to appropriate services are made and documented
- **b.** Access the initial and/or ongoing FFA from the FSFN system, if completed
- **c.** Review the FFAs for the diminished caregiver protective capacities
- **d.** Contact child welfare professional to acknowledge receipt of the referral and receive any additional information
- **e.** Review case plan, when available
- **f.** Review FSFN for any prior investigations

g. If FIT program is full, a waitlist is maintained. All referred families are contacted, given information about status on waitlist and provided referrals for interim services to meet any immediate needs. Weekly phone contact is maintained for all clients on FIT waitlist

2. Upon accepting a referral, the FIT Team Provider will:

a. Assign the referral to FIT Team (Counselor, Case Manager and Recovery Peer Specialist)

b. Contact the family as soon as possible (within two business days) to explain the Fit Team approach, answer questions about FIT and set up enrollment meeting

c. Ensure that initial and recurring efforts to contact and engage the referred parent(s)/guardian(s) are documented

d. Determine which FIT Team member(s) will participate in the enrollment meeting

3. Upon enrollment, the FIT Team Provider will:

a. Meet with family and complete all consents required by provider agency

b. Ensure that a release of information is completed for the child welfare professional and any other formal and informal providers and supports involved with the family

c. Contact the child welfare professional to provide disposition of referral, schedule an MDT staffing, and arrange to be present at all Teaming activities, such as case planning conference, mediation, staffings, urgent/emergent staffing, or court hearings, etc.

4. Within the first 30 days after enrollment, the FIT Team Provider will:

a. Complete required FIT initial assessments

b. Complete a Biopsychosocial based on all child welfare information, results of FIT assessments, and interview with the parent/guardian and family

c. Based on the clinical assessments and identified diminished caregiver protective capacities, a treatment plan is developed with the family, FIT team, the child welfare professional, and other providers involved with the family

d. Begin substance use treatment to include relapse prevention planning utilizing an evidence-based model

e. Coordinate specialized services; for example: joint home visits, in-home interventions, parenting programs, child services, peer services, incidental funding, etc.

f. Evaluate family's need for housing or to apply for eligibility for food, cash and medical assistance or use of incidental funds

g. Complete all required FSFN documentation, at a minimum a monthly progress notes and update at any critical juncture

5. During ongoing treatment, the FIT Team Provider will:

a. Complete additional assessments as appropriate or required

b. Participate in or coordinate frequent (at least monthly) MDT staffings, requesting participation from child welfare professional(s), parent/guardian(s), and any other relevant parties such as caregiver(s), foster parent(s), mentor(s), teacher(s), primary health provider(s), and other provider(s)

c. Review treatment plans, FFA-Ongoing, Progress Updates, and scaling of caregiver protective capacities. Any section scaled as a "C" or "D" is included as an area of focus in the Treatment Plan

d. Continue to evaluate family's need for housing or to apply for eligibility for food, cash and medical assistance or use of incidental funds

e. Participate in Teaming activities, such as case planning conference, mediation, MDT staffings, urgent/emergent staffing, or court hearings, etc.

f. Complete all required FSFN documentation, at a minimum a monthly progress notes and update at any critical juncture

6. During Continued Care, the FIT Team Provider will offer ongoing continued care services once clinical services are determined to be completed. This can be done through individual services and/or attendance at an aftercare group and is typically provided by the FIT Case Manager or Recovery Peer Specialist.

7. During Transition and Discharge, the FIT Team Provider will:

a. Complete updated assessments, such as the DLA-20: Alcohol-Drug and rating of the caregiver protective capacities

b. Provide progress updates to inform the child welfare case manager's ongoing assessments of caregiver protective capacities

c. Consult with the child welfare professional(s) to determine the appropriate time for child welfare case closure. This includes agreement that the caregivers have enhanced their caregiver protective capacities to the point where there are no longer danger threats within the home and the children are safe

i. Families may be transitioned if there is a goal change to Termination of Parental Rights (TPR), however the family does not have to be discharged at this time if actively engaged and expresses a desire for continued FIT services

ii. Families may be transitioned at any time the family declines ongoing treatment with the FIT Team

d. Participate in or coordinate an MDT staffing 30 calendar days prior to discharge to discuss case transition with the FIT team, requesting participation from child welfare professional(s), parent/guardian(s), and any other relevant parties such as caregiver(s), foster parent(s), mentor(s), teacher(s), primary health provider(s), and other provider(s), except in the case of unplanned discharge and the parents are unavailable

e. Coordinate linkage with community resources to ensure any ongoing care/aftercare 14 calendar days prior to discharge, except in the case of unplanned discharge

f. Assist with coordination of follow up services

i. Complete discharge summary and provide to the child welfare professional within seven days of discharge

ii. Complete all required FSFN documentation

X. Incidental Expenses

Per, 65E-14.021, the following use of incidentals are approved: "transportation, childcare, housing assistance, clothing, educational services, vocational services, medical care, housing subsidies, pharmaceuticals and other incidentals as approved by the department or Managing Entity." Incidentals should only be used to cover "temporary expenses incurred to facilitate continuing treatment and community stabilization when no other resources are available" and must be "associated with a treatment plan goal."

Prior to utilizing Incidentals, the FIT provider explores all other resources with the family, including eligibility for food, cash and medical assistance through the Department of Children and Families Automated Community Connection to Economic Self Sufficiency (ACCESS) program. More information on ACCESS can be found at http://www.myflorida.com/accessflorida/.

XI. Third-Party Services

Services provided by the core FIT Team staff and funded by FIT contract dollars cannot be billed to any third-party payers. At minimum, the FIT Team Provider must be licensed for outpatient substance abuse services pursuant to Chapter 65D-30, F.A.C. If additional service components, for which the FIT Team Provider is not licensed, are needed for individualized treatment (including detoxification; residential; crisis stabilization; medication management; aftercare; or other specialized service), the FIT Team shall refer to the appropriate level of care or service provider. The FIT Team shall work in concert with any other providers, the individual and the family to integrate services into overall treatment and to monitor progress toward treatment goals.

For services provided outside of the core FIT Team staff, the FIT Team Provider shall seek reimbursement for services provided to individuals from any third-party payer, when available, including: commercial insurers, TRICARE, Medicare, Health Maintenance Organizations, Managed Care Organizations (MCOs), or other payers liable, to the extent that they are required by contract or law, to participate in the cost of providing services to a specific individual. The FIT Team Provider shall also seek reimbursement for any Medicaid reimbursable service from Medicaid (or MCOs) when an eligible individual is a Medicaid enrollee. Additionally, the FIT Team Provider shall assist families who may be eligible for Medicaid to complete the program's application process and assist with the required eligibility documentation, pursuant to Chapter 65E-14,014(2), F.A.C. The FIT Team remains responsible for immediate access to services for admitted individuals, regardless of payer.

XII. Reporting and Performance Measures

A. Access Database: The FIT Team Provider shall enter all client data in the Access database, export the data on a monthly basis and submit the report to the ME by the 12th day of each month following service delivery.

B. Service Targets:

Annual Target:

1) The FIT Team at The Village South shall serve **90** clients annually.

Monthly Target:

1) The FIT Team at The Village South shall maintain at a minimum **30** families in treatment.

In the event the FIT Team Provider fails to achieve the minimum performance measures, the Managing Entity may apply appropriate financial consequences.

C. Programmatic Performance Measures and Methodologies

The FIT Team Provider shall meet the following performance measures and:

1. Upon successful treatment completion, 95 percent of eligible parent(s)/guardian(s) served will be living in a stable housing environment:

a. Stable housing is defined as: Independent Living (Alone, with Relatives, with Non-Relatives), Dependent Living (with Relatives, with Non-Relatives), Foster Care/Home (including Extended Foster Care for ages 18-21, or Supportive Housing.

b. The numerator is the sum of the number of eligible parent(s)/guardian(s)discharged as Completed Treatment during the reporting period who are living in a stable housing environment.

c. The denominator is the sum of the total number of eligible parent(s)/guardian(s)discharged as Completed Treatment during the reporting period.

d. The percentage of eligible parent(s)/guardian(s)living in a stable housing environment at treatment completion should be equal to or greater than 95 percent.

2. Upon successful treatment completion, 95 percent of eligible parent(s)/guardian(s) served will have stable employment:

a. Stable employment is defined as: Active military, overseas; Active military, USA; Full Time; Unpaid Family Worker (A family member who works at least 15 hours or more a week without pay in a family-operated enterprise. If an individual refuses to work because that are making money through illegal activities, the client must be coded as Unemployed); Part Time; Retired; Homemaker (Manages household for family members); Student; or Disabled.

b. The numerator is the sum of the number of eligible parent(s)/guardian(s)discharged as Completed Treatment during the reporting period who have stable employment.

c. The denominator is the sum of the total number of eligible parent(s)/guardian(s)discharged as Completed Treatment during the reporting period.

d. The percentage of eligible parent(s)/guardian(s)with stable employment at treatment completion should be equal to or greater than 95 percent.

3. Upon successful treatment completion, 90 percent of eligible parent(s)/guardian(s)served will improve their level of functioning, as measured by the Daily Living Activities (DLA-20): Alcohol-Drug Functional Assessment.

   a. Measure of improvement is based on change in the average score of the DLA-20. Improvement is based on the change between results from the initial score to the last recorded score.

   b. The numerator is the sum of the number of eligible parent(s)/guardian(s) discharged as Completed Treatment during the reporting period with an overall functioning score that is higher than the initial recorded score.

   c. The denominator is the sum of the number of eligible parent(s)/guardian(s) discharged as Completed Treatment with more than one DLA-20 score during the reporting period.

   d. The percentage of eligible parent(s)/guardian(s)who improve their level of functioning at treatment completion should be equal to or greater than 90 percent.

4. Upon successful treatment completion, 90 percent of eligible parent(s)/guardian(s)served will improve their Caregiver Protective Capacities as rated by the FIT Team Provider.

   a. Measure of improvement is based on improvements to the Caregiver Protective Capacities ratings.

   b. The numerator is the sum of the number of eligible parent(s)/guardian(s) discharged as Completed Treatment during the reporting period with Caregiver Protective Capacities that are higher than the initial recorded rating.

   c. The denominator is the sum of the number of eligible parent(s)/guardian(s) discharged as Completed Treatment with more than one Caregiver Protective Capacities rating during the reporting period.

D. Child Welfare Program Active Cases Weekly Report

This report is to be submitted each Monday by Close of Business. It will be emailed to the Child Welfare Integration Coordinator at the ME. The Active Cases Weekly Report is to include the week ending date as the Monday of submission (a week is detailed as Tuesday to Monday). All data included in the Report must be reflective of data up to the date and time of submission. This report must include the current consumers pending intake and currently enrolled consumers assigned to each program.

The FIT Team Provider shall use the reporting template provided in **Appendix 1** of this Exhibit AI.

XIII. Additional Resources

1. Office of Child and Family Well-being Learning and Development

   Child Welfare Professional On-Demand Training Hub

https://www.gotostage.com/channel/dcfworkforcetrainings

Contains a selection of in-service training content previously accessible on the Center for Child Welfare. All training is available "On-Demand", meaning they can be viewed anytime.

Training topics include:

Trauma-Informed Care and Workforce Wellness

Child Welfare System of Care

Engagement, Partnership and Collaboration

Child Development, Safety, and Well-being

Medical and Mental Health

Human Trafficking and Sexual Abuse

Diversity, Equity, and Inclusion

FSFN Trainings (2-PartWeb-based FSFN Training)

https://www2.myflfamilies.com/service-programs/child-welfare/kids/training/for-trainees/Training%20Modules/FSFN%20Training/Part%201/story.html

Part 1:

1. Introduction to FSFN
2. Navigation & Commence Investigations Desktop
3. Case Notes

https://www2.myflfamilies.com/service-programs/child-welfare/kids/training/for-trainees/Training%20Modules/FSFN%20Training/Part%202/story.html

Part 2:

1. Investigative Assessments
2. File Cabinet
3. Closing Investigations

2. National Center on Substance Abuse and Child Welfare (NCSACW)

Tutorial for Substance Use Disorder Treatment Professionals

https://ncsacw.samhsa.gov/tutorials/tutorialDesc.aspx?id=26

This course is divided into five modules. Each module builds on the previous one. After passing the knowledge assessment at the end of the course, you will be able to print a certificate of completion. This certificate can be submitted to NAADAC, the Association for Addiction Professionals, for 4.5 Continuing Education Units (CEUs).

Module One: Primer on CW and Dependency Court Systems for Substance Use Disorder Treatment Professionals.

Module Two: Engaging Child Welfare-Involved Families in Treatment

Module Three: Effective Treatment for Child Welfare-Involved Families

Module Four: Special Considerations for Children Whose Parents Have Substance Use Disorders

Module Five: Collaborative Strategies to Effectively Serve Child Welfare Families Affected by Substance Use Disorders

3. The Florida Alcohol and Drug Abuse Association (FADAA)

Child Welfare & Family Court Opioid Use Disorder Trainings

https://www.training.fadaa.org/

These comprehensive modules focus on increasing understanding of the opioid crises in Florida, the effects on family systems, and how to engage recovery resources. The trainings were funded by the federal State Targeted Response to the Opioid Crisis (O-STR) grant from the Substance Abuse and Mental Health Services Administration (SAMHSA).

Training Topics include:

Opioid Training Module

Child Welfare System Case Studies Applying Motivational Interviewing

Other Training Modules for Judicial System Representatives

Other Training Modules for Child Welfare Representatives

4. FIT Integrating Behavioral Health and Child Welfare Practice Manual

The FIT Manual was developed by stakeholders involved in the Caregiver Protective Capacity (CPC) and the Clinical Practice Workgroups as a guide for providers with the purpose to transcend vision to practice. Through years of review and experience, the FIT Manual has evolved to serve as a guideline for best practices and assist in further implementation. Continued implementation of the FIT model must be strategic and build upon improvements to the systems of care in place. As integrated systems of care continue to be developed, it is important to recognize that it is an evolving process, encouraged by improvements in communication, coordination, collaboration, and integration. Achieving these gains will require that we look closely at the systems in place and be prepared to modify the infrastructure to reinforce these changes as we go. This will take very strategic work and significant effort to eventually achieve integration of an effective practice and supporting infrastructure.

The FIT Manual provides an outline for this integrated approach to treatment, including an overview of Florida's Child Welfare Practice Model, the core components of the FIT Model, steps for implementing the FIT model, and a guide for integrated treatment planning.

APPENDIX 1

Child Welfare Programs Active Cases Weekly Report

REPORTING PERIOD: ___/__/____ - ___/___/____

PROGRAM	PENDING INTAKE	CURRENTLY ENROLLED	TOTAL CASES
Family Intensive Treatment Team (FITT)			

Exhibit AJ

(Guidance 32)
Community Action Treatment (CAT) Team Contract Reference:

Contract Reference: The Department's Guidance Document 32, Guidance Document 37, Guidance Document 38, and Guidance Document 40, dated July 1, 2024, or the latest revision thereof. The Department's Guidance Document 32 can be found at the following link:

Managing Entities | Florida DCF (myflfamilies.com)

Note: Click on FY24-25 ME Templates and click on the following Guidance Documents:

- *Guidance Document 32 – Community Action Treatment (CAT) Team*
- *Guidance Document 37 - Family First Prevention Services Act (FFPSA) Teams Community Action Treatment (CAT), Tier 2 Variation*
- *Guidance Document 38 - Community Action Treatment (CAT) Team for Ages 0-10, Tier 3 Variation*
- *Guidance Document 40 - Family Support Teams (FST) Community Action Treatment (CAT), Tier 4 Variation*

Requirement: *S. 394.495(6), F.S.*

Purpose: To ensure the implementation and administration of the Community Action Treatment (CAT) program, the Managing Entity shall require that CAT Network Service Providers adhere to the service delivery and reporting requirements herein. Best practice considerations and resources are provided to support continuous improvement of the CAT program; however, these are not contractually required.

Authority: Section 394.495(6), F.S., Prime Contract

Frequency: Quarterly

Due Date: October 10; January 10; April 10; August 10

Managing Entity Responsibilities

To ensure consistent statewide implementation and administration of this proviso project, the Managing Entity shall include the following elements in subcontracts with Network Service Providers:

1. Network Service Providers providing CAT services must adhere to the service delivery and reporting requirements described in this Guidance document;

2. Requirements to submit data, in accordance with the most recent version of the PAM 155-2, and in compliance with **Section C-1.4** of the Managing Entity contract

3. Requirements to submit **Appendix 1 – CAT Program Report and Appendix 2 – Quarterly Supplemental Data Report,** and **Appendix 3 – CAT Return on Investment Report** in accordance with the following schedule:

- **Appendix 1** – Quarterly submission by the Managing Entity to the Department no later than the due dates established herein.
- **Appendix 2 and Appendix 3** – Quarterly submission by the Managing Entity to the Department no later than the due dates established herein.
- **Appendix 1** and **Appendix 2** will be used to report services for all CAT Tier Variations. Refer to the appropriate

Guidance documents for further clarification of the CAT Tiers.

- **Guidance 37** – Family First Prevention Services Act (FFPSA) Teams Community Action Treatment (CAT), Tier 2 Variation
- **Guidance 38** – Community Action Treatment (CAT) Team for Ages 0-10, Tier 3 Variation
- **Guidance 40** – Family Support Teams (FST) Community Action Treatment (CAT), Tier 4 Variation

4. Participation in all CAT program conference calls, meetings or other oversight events scheduled by the Department;

5. Requirements for quarterly reporting of actual expenditures, fiscal year-end financial reconciliation of actual allowable expenditures to total payments, and prompt return of any unearned funds or overpayments;

6. A monthly fixed fee method of payment requiring the Network Service Providers to serve a minimum number of persons per team per month. Unless otherwise approved in advance by the Department, the Managing Entity shall adopt a minimum service target of 35 children per month.

- The Managing Entity may request Department approval for an alternative target for a specific Network Service Provider, taking into consideration a Network Service Provider's program-specific staffing capacity, historical funding utilization, estimated community needs, or unique geographic and demographic factors of the service location.
- In the first year of services by a newly procured Network Service Provider, the Managing Entity may implement a phase-in period to achieve the minimum service target as follows:
  - 10 children per month during the first month of services,
  - 20 children per month during the second month,
  - 25 children per month during the third month,
  - 35 children per month during the fourth month, and
  - At any point the Network Service Provider may serve as many children as can be served by the team. 35 children is the minimum number that can be served, Network Service Providers are expected to serve more than the minimum after the fourth month of operations.

7. A requirement applying financial consequences in the event a Network Service Provider does not meet the monthly minimum service target. Financial consequences shall be established at a $2,000 reduction of the monthly invoice amount for each individual served less than the monthly service target.

Program Goals

CAT is intended to be a safe and effective alternative to out-of-home placement for children with serious behavioral health conditions. Upon successful completion, the family should have the skills and natural support system needed to maintain and increase improvements made during services. The goals of the CAT program are to:

1. Strengthen the family and support systems for youth and young adults to assist them to live successfully in the community;

2. Improve school related outcomes such as attendance, grades, and graduation rates;

3. Decrease out-of-home placements;

4. Improve family and youth functioning;

5. Decrease substance use and abuse;

6. Decrease psychiatric hospitalizations;
7. Transition into age appropriate services; and
8. Increase health and wellness.

Eligibility

The following participation criteria are established in proviso. The Managing Entity must include these standards in subcontracts for CAT services:

1. Otherwise eligible for publicly funded substance abuse and mental health services pursuant to s. 394.674, F.S., and

2. Individuals aged 11 to 21 with a mental health diagnosis or co-occurring substance abuse diagnosis with one or more of the following accompanying characteristics:

- The individual is at-risk for out-of-home placement as demonstrated by repeated failures at less intensive levels of care;
- The individual has had two or more periods of hospitalization or repeated failures;
- The individual has had involvement with the Department of Juvenile Justice or multiple episodes involving law enforcement; or
- The individual has poor academic performance or suspensions.

3. Children younger than 11 with a mental health diagnosis or co-occurring substance abuse diagnosis may be candidates if they meet two or more of the aforementioned characteristics.

Therapeutic placements include hospitals, residential treatment centers, therapeutic group homes and therapeutic foster homes, and day treatment services. Individuals enrolled in CAT services that have applied for admission to a therapeutic placement or are on the waiting list for therapeutic placement, shall continue to be eligible and shall not be discharged. Individuals shall be diverted from a therapeutic placement whenever CAT services are appropriate as a less restrictive, more effective, alternative. The intention is that the CAT team remain engaged and available for consultation and assist with ongoing discharge planning efforts to ensure a smooth transition back into the community upon discharge.

Network Service Providers may serve families who exceed the financial eligibility while applying a sliding fee scale in accordance with 394.674 F.S. and Ch. 65E-14.018, F.A.C., if no other option for treatment at this level is available (e.g., rural areas).

CAT Model

The CAT model is an integrated service delivery approach that utilizes a team of individuals to comprehensively address the needs of the young person, and their family, to include the following staff:

1. A full-time Team Leader,

2. Mental Health Clinicians,

3. A Psychiatrist or Advanced Practice Registered Nurse (part-time),

4. A Registered or Licensed Practical Nurse (part-time),

5. A Case Manager,

6. Therapeutic Mentors, or certified peer specialists, and

7. Support Staff

The Network Service Provider must have these staff as part of the team; however, the number of staff and the functions they perform may vary by team in response to local needs and as approved by the Managing Entity. CAT members work collaboratively to deliver the majority of behavioral health services, coordinate with other service providers when necessary, and assist the family in developing or strengthening their natural support system.

CAT funds are used to address the therapeutic needs of the eligible youth or young adult receiving services. However, the CAT model is based on a family-centered approach in which the CAT team assists parents or caregivers to obtain services and supports, which may include providing information and education about how to obtain services and supports, and assistance with referrals.

The number of sessions and the frequency with which they are provided is set through collaboration based on the needs of the individual and family rather than service limits. The team is available on nights, weekends, and holidays. In the event that interventions out of the scope of the team's expertise, qualifications, or licensure (e.g., eating disorder treatment, behavior analysis, psychological testing, substance abuse treatment, etc.) are required, referrals are made to specialists, with coordination from the individual, family and team. This flexibility in service delivery is intended to promote a "whatever it takes" approach to assisting young people and their families to achieve their goals.

Best Practice Considerations: **Models and Approaches for Working with Young People and Their Families**

1. The Transition to Independence Process (TIP) model is an evidence-supported practice based on published studies that demonstrate improvements in real-life outcomes for youth and young adults with emotional/behavioral difficulties (EBD).

http://www.starstrainingacademy.com/tip-model-institute/

2. The Research and Training Center for Pathways to Positive Futures (Pathways) aims to improve the lives of youth and young adults with serious mental health conditions through rigorous research and effective training and dissemination. Their work is guided by the perspectives of young people and their families and based in a positive development framework.

http://www.pathwaysrtc.pdx.edu/about

3. National Wraparound Initiative - Wraparound is an evidence-supported practice that is intensive, holistic, strength based, individual and family driven and individualized care planning and management process that engages and supports individuals with complex needs (most typically children, youth, and their families) to live in the community and realize their hopes and dreams. The process is typically delivered through case management activities through a team supported approach.

https://nwi.pdx.edu/wraparound-basics/

4. Florida Wraparound model and toolkits available for providers and Managing Entities
http://www.socflorida.com/wraparound.shtml

5. Strengthening Family Support for Young People: Tip sheet for strengthening family support.
https://www.pathwaysrtc.pdx.edu/pdf/projPTTC-FamilySupportTipSheet.pdf

6. Positive Youth Development (PYD), Resilience and Recovery: Actively focuses on building strengthens and enhancing healthy development.

https://www.pathwaysrtc.pdx.edu/pdf/pbCmtyBasedApproaches09-2011.pdf

7. Section 394.491, F.S. – Guiding principles for the child and adolescent mental health treatment and support system.

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0300-

0399/0394/Sections/0394.491.html

8. Youth M.O.V.E. National. Youth M.O.V.E is a youth led national organization devoted to improving services and systems that support positive growth and development by uniting the voices of individuals who have lived experience in various systems including mental health, juvenile justice, education, and child welfare. There are chapters in Florida and opportunities for young people to learn leadership and advocacy skills and to get involved with peers.

https://youthmovenational.org/mission-and-vision/

Serving Young Adults

The CAT program serves young adults up to the age of twenty-one (21), which includes young adults ages eighteen (18) up to twenty (20) who are legally considered adults. Network Service Providers serving these young adults must consider their legal rights to make decisions about their treatment, who will be involved, and with whom information will be shared. In keeping with the focus of the CAT model, Network Service Providers should support the young person to enhance and develop relationships and supports within their family and community, guided by their preferences.

Coordination With Other Key Entities

It is important for Network Service Providers to address the provision of services and supports from a comprehensive approach, which includes coordination with other key entities providing services and supports to the individual receiving services. In collaboration with and based on the preferences of the individual receiving services and their parent/legal guardian (if applicable). Network Service Providers shall identify and coordinate efforts with other key entities as part of their case management function, which include but are not limited to: primary health care, child welfare, juvenile justice, corrections, and education. At a minimum, case management shall continue while individuals enrolled in CAT services are admitted to a therapeutic placement or in short term crisis stabilization. In addition, Network Service Providers should make all efforts to include natural support systems of the individual and community connections in service delivery.

If the individual receiving services is a minor served by child welfare, members of their treatment team shall include their child welfare Case Manager and guardian ad litem (if assigned). If and how the parent will be included in treatment should be determined in coordination with the dependency case manager, based on individual circumstances. Network Service Providers shall document efforts to identify and coordinate with the other key entities in the case notes.

Screening and Assessment

Within 45 days of an individual's admission to services, the Network Service Provider shall complete the North Carolina Family Assessment Scale for General Services and Reunification® (NCFAS-G+R) as the required initial assessment to assist in identifying areas of focus in treatment. The NCFAS-G+R and Plans of Care (Initial and Master) must be completed for all individuals served, to include those transferred from another program within the same agency. Other Tier variations of the CAT model (FFPSA – Tier 2, CAT Ages 0-10 – Tier 3, FST – Tier 3) may implement alternative intake assessments as appropriate for their population as outlined in their respective Guidance documents.

Network Service Providers are encouraged to use a variety of reliable and valid screening and assessment tools in addition to the NCFAS-G+R as part of the assessment process, with focus on screening for co-occurring mental health and substance use disorder. Additionally, Network Service Providers are encouraged to gather collateral information in coordination with the individual served, their family and other system partners, to include such things as: school records; mental health and substance abuse evaluations and treatment history; and level of cognitive functioning to develop a comprehensive understanding of the young person's and their family's circumstances.

As with best practice approaches such as Systems of Care, Transition to Independence and Wraparound, the screening

and assessment process should focus on identifying competencies and resources to be leveraged as well as needs across multiple life domains, such as education, vocation, mental health, substance use, primary health, and social connections. Please visit http://www.socflorida.com/wraparound.shtml for guidance on the Florida Wraparound model.

Best Practice Considerations: Screening and Assessment Resources

1. The California Evidenced-based Clearinghouse for Child Welfare – Assessment ratings and how to determine if an assessment is reliable and valid.

http://www.cebc4cw.org/assessment-tools/assessment-ratings/

2. The REACH Institute offers a listing of mental health screening tools, assessments and tool kits.

Guidelines for Adolescent Depression in Primary Care (thereachinstitute.org) and A. T-MAY Cover Page (thereachinstitute.org)

3. Screening and assessment resources for co-occurring mental health and substance use disorders.

- The SAMHSA-HRSA Center of Excellence for Integrated Health Solutions (CIHS) promotes the development of integrated primary and behavioral health services to better address the needs of individuals with mental health and substance use conditions and offers a compendium of validated screening and assessment instruments and tools for mental and substance use disorders.

  http://www.integration.samhsa.gov/clinical-practice/screening-tools

- SAMHSA Co-occurring Center for Excellence – Integrated Screening and Assessment

https://store.samhsa.gov/product/Integrated-Treatment-for-Co-Occurring-Disorders-Evidence-Based- Practices-EBP-KIT/SMA08-4366

- Alcohol & Drug Abuse Institute - University of Washington: Info Brief: Co-Occurring Disorders in Adolescents. Provides an extensive list of resources related to screening, assessment and integrated treatment.

  http://adai.uw.edu/pubs/infobriefs/ADAI-IB-2011-01.pdf

4. Casey Life Skills assessment is a free practice tool and framework developed for working with youth in foster care; however, it is beneficial for any young person. It is a self-assessment of independent living skills in eight areas that takes about 30 minutes to complete online and provides instant results.

https://www.casey.org/casey-life-skills/

5. Youth Efficacy/Empowerment Scale and Youth Participation in Planning Scale - Portland Research and Training Center (Pathways RTC):

https://www.pathwaysrtc.pdx.edu/measures-scales#yesmh

6. Strengths, Needs and Culture Discovery Assessment - To explore individual and family strengths, needs, culture, and vision and to use these to develop a document that will serve as the starting point for planning.

https://nwi.pdx.edu/

7. Adverse Childhood Experiences (ACEs)

Adverse childhood experiences refer to traumatic events involving abuse, neglect, and household challenges during childhood that could have lasting impact on an individual's health and wellbeing. The CDC has resources and latest research on ACEs available at:

https://www.cdc.gov/violenceprevention/aces/resources.html

Treatment Planning Process

The treatment planning process serves to identify short-term objectives to build long-term stability, resilience, and family unity and to promote wellness and illness management. A comprehensive, team-based approach is increasingly seen as the preferred mechanism for creating and monitoring treatment plans and is consistent with the CAT program.

There is evidence that outcomes improve when youth and families participate actively in treatment and their involvement is essential at every phase of the treatment process, including assessment, treatment planning, implementation, and monitoring and outcome evaluation[1]. Working as a team, the young person, their family, natural supports, and professionals can effectively support individualized, strength-based, and culturally competent treatment.

Network Service Providers shall focus on engagement of the young person and their family as a critical first step in the treatment process, as well as the promotion of active participation as equal partners in the treatment planning process.

Best Practice Considerations: Treatment Planning for Young People with Behavioral Health Needs

1. Achieve My Plan (AMP) - The AMP study is testing a promising intervention that was developed by researchers at Portland State University, in collaboration with young people who have mental health conditions, service providers and caregivers.

https://www.pathwaysrtc.pdx.edu/research-2009-2014#achieve

2. Family and Youth Participation in Clinical Decision Making. American Academy of Child and Adolescent Psychiatry.

http://www.aacap.org/aacap/Policy_Statements/2009/Family_and_Youth_Participation_in_Clinical_Decision_Making.aspx

3. Individual and Family Team meetings. The Wraparound process promotes Individual and Family team meetings that includes the individual, their family, professionals working with the family and their natural support systems. The initial Wraparound plan is developed during the initial Child and Family Team meetings. Individual and Family team meetings are held every 30 days to monitor the Wraparound plan to ensure effectiveness and to revise as needed to ensure the plan best matches the individual's and family's self-identified needs.

https://nwi.pdx.edu/NWI-book/Chapters/SECTION-4.pdf

4. Florida Wraparound model and toolkits available for providers and Managing Entities
http://www.socflorida.com/wraparound.shtml

Plan of Care

1. Initial Plan of Care

Within 30 days of an individual's admission to services, the Network Service Provider shall complete an Initial Plan of Care to guide the provision of services by the CAT team. Services and supports by the CAT team are established in the Initial Plan of Care, which provides sufficient time to complete the NCFAS-G+R within the first 45 days. Review of the Initial Plan of Care is required to ensure that information gathered during the first 60 days is considered and that a Master Plan of Care is developed to articulate the provision of services and supports longer-term. The Network Service Provider must document that the Initial Plan of Care was reviewed with the individual being served and their parent or guardian and request that they sign the plan at the time of review. At a minimum, the Initial Plan of Care shall:

- Be developed with the participation of the individual receiving services and their family, including caregivers

[1] See http://www.aacap.org/aacap/Policy_Statements/2009/Family_and_Youth_Participation_in_Clinical_Decision_Making.aspx

and guardians;

- Specify the CAT services and supports to be provided by CAT Team members, to include a focus on engagement, stabilization, and a safety planning if needed; and
- Include a brief initial discharge planning discussion, to include the general goals to be accomplished prior to discharge.

2. Master Plan of Care

Within 60 days after admission, the Network Service Provider shall review the Initial Plan of Care and update it as needed to include the NCFAS-G+R initial assessment (or alternative intake assessment as appropriate) and other information gathered since admission. The Network Service Provider will implement the updated Initial Plan of Care as the Master Plan of Care. The Network Service Provide may adopt an unrevised Initial Plan of Care if it meets the requirements of the Master Plan of Care and includes the initial NCFAS-G+R assessment. At minimum the Master Plan of Care shall:

- Be strength-based and built on the individual's assets and resources;
- Be individualized and developmentally appropriate to age and functioning level;
- Address needs in various life domains, as appropriate;
- Integrate substance abuse and mental health treatment when indicated;
- Specify measurable treatment goals and target dates for services and supports;
- Specify team members responsible for completion of each treatment goal; and
- Include a discharge plan and identify mechanisms for providing resources and tools for successful transition from services.

At minimum, the Network Service Provider shall review and revise the Master Plan of Care every three months thereafter until discharge, or more frequently as needed to address changes in circumstances impacting treatment and discharge planning. In each review, the Network Service Provider shall include active participation by the individual receiving services, and their family, caregivers, guardians, and other key entities serving the individual and natural supports, as appropriate.

Best Practice Considerations: Developing a Plan of Care

1. The Wraparound Approach in Systems of Care

http://www.oregon.gov/oha/amh/wraparound/docs/wraparound-approach-soc.pdf

2. Florida Wraparound model and toolkits available for providers and Managing Entities

http://www.socflorida.com/wraparound.shtml

3. Achieve My Plan (AMP): Youth participation in planning – provides tools, tip sheets for professionals and youth

https://achievemyplan.pdx.edu/

4. Journal of Child and Family Studies (May 2017): Increasing Youth Participation in Team-Based Treatment Planning: The Achieve My Plan Enhancement for Wraparound:

https://www.pathwaysrtc.pdx.edu/pdf/pbJCFS-Walker-AMP-Enhancement-for-Wraparound-05-2017.pdf

5. Community-based Approaches for Supporting Positive Development in Youth and Young Adults: RTC Pathways

https://pathwaysrtc.pdx.edu/pdf/pbCmtyBasedApproaches09-2011.pdf

Services and Supports

The mix of services and supports provided should be dictated by individual needs and strengths, serve to strengthen their family, and provide older adolescents with supports and skills necessary in preparation for coping with life as an adult. [2]Services and supports and the manner of service provision should be developmentally appropriate for the individual. For older youth, services and supports may include supported employment and vocation certification, independent living skills training, and peer support services to assist in building social connections and learning new skills. It is important to discuss the roles and responsibilities of the CAT team members with the individual and family to ensure they understand the roles and responsibilities of each. This is especially important to clarify the role of the peer or mentor, as this person may promote social connectedness and assist in the development of a support network of friends outside of the CAT program.

Network Service Providers shall offer an array of formal treatment interventions and informal supports provided in the home or other community locations convenient and beneficial to the individual and family. Network Service Providers shall assist the individual and family to develop connections to natural supports within their own network of associates, such as friends and neighbors, through connections with community, service and religious organizations, and participation in clubs and other civic activities. Natural supports ease the transition from formal services and provide ongoing support after discharge.[3]

Formal treatment services shall include evidenced-based practices appropriate to the circumstances of the young person and their family. Network Service Providers shall leverage resources and opportunities to implement evidenced-based practices with fidelity, which may include partnering with other CAT teams or organizations in the local system of care.

Support services and natural supports are interventions developed on an individualized basis and tailored to address the individual's and family's unique needs, strengths, and preferences. Support services may include but are not limited to: Family Support Specialists; participation in recreational activities; youth development and leadership programs; temporary assistance in meeting and problem-solving basic needs that interfere with attaining treatment goals; and independent living skills training.

Best Practice Considerations:

1. Pathways Transition Training Collaborative (PTTC): Community of Practice Training: Provides training and TA materials for serving youth and young adults – Set of competencies; Transition Service Provider Competency Scale; On-line training modules focused on promoting positive pathways to adulthood.

https://www.pathwaysrtc.pdx.edu/research-2009-2014#pttc

2. HHS: Office of Adolescent Health: Research, resources and training for providers, fact sheets, grant opportunities:

https://www.hhs.gov/ash/oah/adolescent-development/mental-health/mental-health-disorders/index.html

3. RTC Pathways -Youth Peer Support https://www.pathwaysrtc.pdx.edu/pdf/proj-5-AMP-what-is-peer-support.pdf

[2] 2Chapter 394. 491, F.S. - Guiding principles for the child and adolescent mental health treatment and support system. http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0300-0399/0394/Sections/0394.491.html
[3] Transition Youth with Serious Mental Illness: http://www.tapartnership.org/events/webinars/webinarArchives/presentationSlides/200804_informalSupports.pdf

Discharge

As part of the discharge planning process, CAT teams assist in identification of additional resources that help individuals and families maintain progress made in treatment. Throughout treatment, the Network Service Provider shall focus on successful transition from services. As the individual moves into the discharge phase of treatment, the CAT team may determine the need to modify the service array or frequency of services to ease transition to less intensive services and supports.

Within seven calendar days of an individual's discharge from services, the Provider shall complete a Discharge Summary containing the following items, at a minimum:

1. The reason for the discharge;
2. A summary of CAT services and supports provided to the individual;
3. A summary of resource linkages or referrals made to other services or supports on behalf of the individual; and
4. A summary of the individual's progress toward each treatment goal in the Master Plan of Care.

Incidental Expenses

Pursuant to chapter 65E-14.021, F.A.C., temporary expenses may be incurred to facilitate continuing treatment and community stabilization when no other resources are available. Allowable uses of incidental funds include transportation, childcare, housing assistance, clothing, educational services, vocational services, medical care, housing subsidies, pharmaceuticals, and other incidentals that can demonstrate support of individual's treatment plan or other allowable uses.

Network Service Providers shall follow state purchasing guidelines and any established process for review and approval; however, Network Service Providers are encouraged to be creative in using these funds within the limits of what is allowable and to consult the Managing Entity regarding allowable purchases.

Third-Party Services

Services provided by the core CAT Team staff and funded by CAT contract dollars cannot be billed to any third-party payers. Services provided outside of the core CAT Team staff may be billed to Medicaid or private insurance, to the extent allowable under these programs. If there is an imperative need to provide these services or supports sooner than later, the CAT team should use CAT funds to meet this need, while pursuing third-party billing.

If an individual requires interventions outside the scope of a team's expertise, qualifications or licensure (e.g., eating disorder treatment, behavior analysis, psychological testing, substance abuse treatment, etc.), the team may refer to a qualified service provider. The CAT team shall work in concert with any referral providers, the individual and the family to integrate referral services into overall treatment and to monitor progress toward treatment goals

In accordance with chapter 65D-30.003, F.A.C., all substance abuse services, as defined in subsection 65D-30.002(16), F.A.C., must be provided by persons or entities that are licensed by the department pursuant to Section 397.401, F.S., unless otherwise exempt from licensing under Section 397.4012, F.S., prior to initiating the provision of services.

Performance Measures

The Managing Entity shall include the following performance measures in each subcontract for CAT services:

1. School, preschool, and daycare attendance if appropriate

Individuals receiving ser vices shall attend an average of 80% percent of school days, according to the following methodology:

a. Calculate the percentage of available school days attended by all individuals served during the reporting period.

- Include all individuals served age 15 and younger as appropriate.
- Include only those individuals age 16 and older who are actually enrolled in a school or vocational program.
- For individuals in alternative school settings, such as virtual and home school, school attendance may be estimated based on specific requirements applicable to the setting. Examples include the percentage of work completed within a specified time-period; adherence to a schedule as reported by the parent, caregiver or legal guardian or documentation of a reporting mechanism.
- Do not include individuals for whom school attendance in an alternative education setting cannot be determined.
- Do not include any days an individual is considered medically excused which includes admission to a crisis stabilization unit.

b. The numerator is the sum of the total number of school days attended for all individuals.

c. The denominator is the sum of the total number of school days available for all individuals.

2. Children's Functional Assessment Rating Scales (CFARS) and Functional Assessment Rating Scale (FARS)

Effective once the Network Service Provider discharges a minimum of 10 individuals each fiscal year, 80% of individuals receiving services shall improve their level of functioning between admission to discharge, as determined by:

a. The Children's Functional Assessment Rating Scales (CFARS) if the individual is under 18 years of age; or

b. The Functional Assessment Rating Scale (FARS), if the individual is 18 years of age or older.

c. The numerator is the total number of individuals whose discharge score is less than their admission assessment score. Measure improvement is based on the change between the admission and discharge assessment scores. Scores are calculated by summing the score for all questions for each person discharged during the current fiscal year-to-date. A decrease in score from the admission score to the discharge score indicates that the level of functioning has improved.

d. The denominator is the total number of individuals discharged during the current fiscal year-to-date.

3. Living in a Community Setting

Individuals served will spend a minimum of 90% of days living in a community setting:

a. The numerator is the sum of all days in which all individuals receiving services qualify as living in a community setting.

- "Living in a community setting" excludes any days spent in jail, detention, a crisis stabilization unit, homeless, a short-term residential treatment program, a psychiatric inpatient facility or any other state mental health treatment facility.

- Individuals living in foster homes and group homes are considered living in a community setting.
- For children under 18 years of age, days spent on runaway status, or in a wilderness camp are not considered living in a community setting.

b. The denominator is the sum of all days in the reporting period during which all individuals were enrolled for services.

4. North Carolina Family Assessment Scale for General Services and Reunification (NCFAS-G+R) Effective once the Provider discharges a minimum of 10 individuals each fiscal year, 70% of individuals and families receiving services shall demonstrate improved family functioning as demonstrated by an improvement in the Child Well-Being domain between admission and discharge, as determined by the North Carolina Family Assessment Rating Scale for General Services and Reunification (NCFAS-G+R), if the individual is under eighteen (18). The NCFAS-G+R is not required for individuals ages 18 or older.

a. Calculate the percentage of individuals who increased their family functioning in the Child Well-Being Domain by at least one point from admission to discharge, as measured by the NCFAS-G+R.

b. The numerator is the number of individuals whose score on the Child Well-Being domain at discharge is at least one point higher than their score on the Child Well-Being domain at admission during the current fiscal year-to-date.

c. The denominator is the total number of individuals under 18 years of age while receiving services who were discharged during the current fiscal year-to-date.

d. Note: If an admission NCFAS assessment has been completed on a child and parent/caregiver and the child moves to a different home with a different caregiver, a NCFAS discharge assessment should be completed at that time to ensure the same parent/caregiver is assessed at admission and discharge. Additional consideration should be given to the following:

- If CAT services are continued in the new placement with the new parent/caregiver, an admission and discharge NCFAS assessment should be completed for the new parent/caregiver.
- If a child changes placements multiple times, the provider and ME should discuss how to report on the NCFAS performance measure for that child, keeping in mind that the NCFAS measures family functioning in the context of services received, so we need to know who received services to determine the level of improvement in functioning.

5. Child and Adolescent Needs and Strengths (CANS) Assessment

Effective once the Provider discharges a minimum of 10 individuals each fiscal year, 65% of individuals and families receiving services shall demonstrate improved family functioning as demonstrated by an improvement in the Life Functioning Domain between admission and discharge, as determined by the Child and Adolescent Needs and Strengths (CANS) Assessment.

a. Calculate the percentage of individuals who improved their family functioning in the Life Functioning Domain by at least one point from admission to discharge, as measured by the CANS assessment.

b. The numerator is the number of individuals whose score on the Life Functioning Domain at discharge has improved by at least one point from their score on the Life Functioning Domain at admission during the current fiscal year-to-date.

c. The denominator is the total number of individuals receiving services who were discharged during the current fiscal year-to-date and for whom the CANS assessment was used at admission.

Note: If an admission CANS assessment has been completed on a child and parent/caregiver and the child moves to a different home with a different caregiver, a CANS discharge assessment should be completed at that time to ensure the same parent/caregiver is assessed at admission and discharge. Additional consideration should be given to the following:

a. If services are continued in the new placement with the new parent/caregiver, an admission and discharge CANS assessment should be completed for the new parent/caregiver.

b. If a child changes placements multiple times, the provider and ME should discuss how to report on the CANS performance measure for that child, keeping in mind that the CANS assessment measures family functioning in the context of services received, so we need to know who received services to determine the level of improvement in functioning.

APPENDIX 1

CAT PROGRAM REPORT PERSONS SERVED								
CAT Tier Variation (Select One)	**Tier 1** Ages 11-21	☐	**Tier 2** FFPSA Team	☐	**Tier 3** Ages 0-10	☐	**Tier 4** FST Team	☐
Provider Name								
Contract Number								
Reporting Period	**From**				**To**			

Reporting Requirement	**Target**	**This Quarter**				**Year to Date**		
DELIVERABLE Number of Persons Served - *Section D-2* *(Mininum Numbers Apply to CAT Tier 1 only)* *1st Month = 10* *2nd Month = 20* *3rd Month = 25* *Thereafter = 35*	Min_____per month	Month 1	Month 2	Month 3	Total			
MINIMUM PERFORMANCE MEASURES – *Section XV*		**Numerator**	**Denominator**	**Percentage**		**Numerator**	**Denominator**	**Percentage**
School, Preschool, and Daycare Attendance	80%							
Improved Level of Functioning, based upon CFARS, FARS, CANS, or alternative assessment	80%							
Living in a Community Setting	90%							
Improved Family Functioning based upon NCFAS-G+R, CANS, or alternative assessment	70%							

Notes:
*1. Performance measures for **CFARS/FARS**, **NCFAS, and CANS** will become effective once the Provider discharges a minimum of 10 individuals.*
2. Providers may use the space below to provide performance-related details affecting the delivery of services according to the specified targets. (Optional)

ATTESTATION			
I hereby attest the information provided herein is accurate, reflects services provided in accordance with the terms and conditions of this contract, and is supported by client documentation records maintained by this agency.			
Authorized Name and Title *(please print)*			
Signature		**Date**	

APPENDIX 2

QUARTERLY SUPPLEMENTAL DATA REPORT CAT PROGRAM								
CAT Tier Variation (Select One)	**Tier 1** Ages 11-21	☐	**Tier 2** FFPSA Team	☐	**Tier 3** Ages 0-10	☐	**Tier 4** FST Team	☐
Provider Name								
Contract #								
Reporting Period	**From**				**To**			

Individuals Diverted from Out of Home Placement						
	At admission, number of participants at risk of out of home placement due to:					
Discharge Options	**Child Welfare involvement**	**Residential mental health treatment**	**Juvenile Justice commitment**	**At admission, number of participants not at risk of out of home placement**	**Total This Quarter**	**Total Year to Date**
Number of discharges removed from the home due to child welfare involvement						
Number of discharges admitted to a residential mental health treatment center						
Number of discharges committed to juvenile justice placement						
Number of discharges living in the community						
Totals						
Use the space below to provide any discussion of details affecting the delivery of services and supplemental data. (Optional)						

APPENDIX 2 (CONTINUED)

Gainful Activity for Individuals Not Enrolled in School or a Vocational Program		
Required Reporting	**Total This Quarter**	**Total Year to Date**
Number of individuals served during the reporting period age 16 and older not included in the school attendance measure.		
Number of these individuals that engaged in at least one gainful activity during the reporting period.		
Use the space below to provide examples of the gainful activities these individuals engaged in during the reporting period.		

Individuals Waiting to Receive Services		
Wait list records are created by providers when an individual has been determined as eligible for services, but the provider is at maximum capacity and access is not immediately available. Signed consent to services is part of eligibility determination.		
Required Reporting	**This Quarter**	**Year to Date**
Total number of individuals eligible to receive services that have been waitlisted		
Average wait time for individuals eligible for services (in number of days spent on the wait list for services)		

ATTESTATION			
I hereby attest the information provided herein is accurate, reflects services provided in accordance with the terms and conditions of this contract, and is supported by client documentation records maintained by this agency.			
Authorized Name and Title *(please print)*			
Signature		**Date**	

Appendix 2 Guidance

The following guidelines shall be used by CAT Network Service Providers and Managing Entities when reporting the required quarterly data using **Appendix 2**.

1. Discharge placements for individuals identified at admission as at risk of out of home placement

A primary CAT program goal is diverting these individuals from placement within the juvenile justice, corrections, residential mental health treatment, or child welfare systems, and enabling them to live effectively in the community. The considerations below are non-exhaustive guidelines by which CAT Network Service Providers can determine if an individual is at high risk of out of home placement at the time of admission.

a. Residential Mental Health Treatment, including therapeutic group homes

- Has a recommendation from a psychologist or psychiatrist for placement in residential mental health treatment center?
- Has a recommendation from a Qualified Evaluator for placement in residential treatment (child welfare)?
- Has previously been placed in residential treatment?
- Is the parent or legal guardian is requesting placement in a residential mental health treatment center?

b. Department of Juvenile Justice (DJJ) Placement

- Are there current DJJ charges or is there a long history of charges?
- Was there previous DJJ commitment placement?
- Does a child aged 12 and under have current or previous DJJ charges?

c. Child Welfare Out of Home Placement

- Is there an open Child Welfare case or investigation?
- Were there previous child welfare cases, investigations, or services?
- Were there any previous out-of-home Child Welfare placements?

2. Gainful Activity for Individuals Not Enrolled in School or Vocational Program

Participation in gainful activities by individuals aged sixteen and older who are not enrolled in school or vocational programs is an indicator of program success in fostering self-sufficiency. These activities should focus on employment, continued education, vocation training and certification, work readiness, career planning, and skill development related to obtaining and keeping a job. These activities are opportunities for a therapeutic mentor to assist individuals in identifying personal goals and developing plans.

Examples of enrichment activities include, but are not limited to, employment and supported employment; internships and apprenticeships; linkage to and services from entities such as Vocational Rehabilitation; and activities that support career planning, occupational research and assessment.

APPENDIX 3

CAT Return On Investment Quarterly Report			
Network Service Provider:			
Managing Entity:			
Cumulative Fiscal Quarterly ROI Report:			
Number of Clients		Days Involved	
		Actual Costs Per Day	Total Costs Per Quarter
Clients Served in CAT			
Clients Discharged from CAT			
Clients Discharged from CAT who Remain in Community			
The Clients discharged from CAT were diverted from:		Costs Per Day	Annualized Cost Avoided
Diverted from Child Welfare		$291.16	
Diverted from Juvenile Justice		$322.00	
Diverted from Psychiatric Residential (SIPP)		$586.43	
Total Cost Avoidance			
ROI Differential (Total Cost Avoidance minus Total Cost for the Quarter)			
Return on Investment Differential (Divided by the Total Costs for the Quarter)			
ATTESTATION			
I hereby attest the information provided herein is accurate, reflects services provided in accordance with the terms and conditions of this contract, and is supported by client documentation records maintained by this agency.			
Authorized Name and Title *(please print)*			
Signature		**Date**	

EXHIBIT AM

Return on Investment for Special Projects funded for FY 2024-2025

I. The Network Provider has been awarded funding to provide the following services:

Provider: Guidance/Care Center, Inc.

Amount: $200,000.00

Project: Family Intensive Treatment (FIT)

From the funds from the General Revenue Fund, the Family Intensive Treatment (FIT) team model is designed to provide intensive team-based, family-focused, comprehensive services to families in the child welfare system with parental substance abuse. Treatment shall be available and provided in accordance with the indicated level of care required and providers shall meet program specifications. Funds shall be targeted to select communities with high rates of child abuse cases.

II. The Network Provider shall submit the following reports:

No later than 10 days after the completion of each fiscal quarter, a return on investment report on Template 30 – Proviso Project Return on Investment Report. The template is available at the following link:

Managing Entities | Florida DCF (myflfamilies.com)

Note: Click on FY 24-25 ME Templates and click on Reporting Template 30 – Proviso Project Return on Investment Report

The reports must be submitted by the dates and to the individual(s) identified in **Exhibit C, Required Reports.**

EXHIBIT AN

Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach, Access, and Recovery (SOAR)

Reference: Florida Department of Children and Families (Department) Guidance 9, Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach Access, and Recovery (SOAR), effective July 1, 2024, or the latest revision thereof, hereinafter incorporated by reference.

SOAR is a national project funded by the Substance Abuse and Mental Health Services Administration (SAMHSA) that is designed to increase access to SSI/SSDI for eligible adults and children who are receiving Department-supported substance abuse and/or mental health-funded services and are experiencing homelessness or at risk of homelessness. Access to SSI/SSDI is a major tool in recovery from mental illnesses, homelessness or co-occurring disorders to engage in treatment, to keep appointments, to maintain housing, and to meet other basic needs. SOAR must be guided by the principles of Recovery Oriented Systems of Care, including community inclusion, person-driven, and team collaboration. SOAR processors should work with the person-served to determine their needs and desires during the application process and, furthermore, allow the process trajectory to be determined to the greatest extent by the person-served. This will include keeping the individual fully informed of the process and the possible results, and including community partners that the individual would like to incorporate into the decision-making process.

I. NETWORK PROVIDER RESPONSIBILITIES

1. Designation of a SOAR Processor: The Network Provider must have a designated Case Manager(s)/SOAR Processor(s) trained in the SOAR Process who will process SOAR applications for the target population receiving services under this contract that have been screened and determined to be eligible for SOAR benefits. The required screening tool was developed by the Department and the ME and is found in Appendix 1 of this Exhibit titled "SOAR Applicant Eligibility Criteria Form" dated July 1, 2022, or the latest revision thereof. The Case Manager(s)/SOAR Processor(s) is responsible for their own training in the SOAR Model through the SOAR Online Course developed by Policy Research Associates and SAMHSA available at: https://soarworks.samhsa.gov/

   A SOAR Processor is identified as a staff that has completed the adult and/or child SOAR Online Course and is submitting applications utilizing the SOAR process.

2. Each Case Manager/SOAR Processor at the Network Provider is responsible for entering their information and data into the SOAR Online Application Tracking (OAT) system. The Network Provider is responsible for notifying the ME about information regarding their Case Manager/SOAR Processor. This includes their name, SOAR Training Completion status, and their registration in OAT.

3. Eligibility Screening: Screening for SOAR eligibility must be conducted during the intake or admissions process. Upon determination that an individual meets SOAR eligibility, the screener must refer the individual to the designated SOAR Trained Processor utilizing the "SOAR Applicant Eligibility Criteria Form".

4. Timeframes for Completion of Applications: SOAR applications must be completed within a maximum of sixty (60) days of the protective filing date, defined as the time when an applicant first contacts the Social Security Administration indicating an intent to file for SSI/SSDI. This may vary depending on the Social Security Administration (SSA) office and the SOAR Liaison at that office. The SOAR Processor is responsible for going to their local SSA office and forming an agreement between themselves and the SSA SOAR Liaison about specific timeframes and what form of communication is best.

5. Reconsiderations/Appeals: When applicable, the SOAR Processor must complete the reconsideration/appeal process for those applications which may be denied upon initial review.

6. Data Requirement (OAT System):

   a) The SOAR Processor must register and start entering information into the OAT system once the protective filing date is determined. They should not wait for the application decision to be made before they enter data into the OAT system. The SOAR Processor(s) must input 100% of the data into the OAT System before the end of the month for processed applications during the reporting period. The SOAR Processor(s) shall be responsible for ensuring that the information in the OAT System is updated regularly as necessary. The OAT program is available at: https://soartrack.samhsa.gov/
   b) The SOAR Processor that 100% of the following critical components are completed and reflected in OAT:

      i. Completed SSA1696
      ii. Medical Records Collected
      iii. Medical Summary Report

7. Training: New SOAR Processor(s) must be trained within forty-five (45) days of hire or assignment to SOAR cases. The SOAR Processor(s) is responsible for their own training in the SOAR Model through the SOAR Online Course developed by Policy Research Associates and SAMHSA available at: https://soarworks.samhsa.gov/

   All SOAR Processors must attend a Live SOAR Online Course Review Session once to obtain status as Southern Region certified SOAR Processor, after completion of the SOAR Online Course. These sessions will be held on a quarterly basis and scheduled by the ME. SOAR processors need only attend once to obtain their certification.

For those newly trained SOAR Processors through the SOAR Online Course, attendance to the Live SOAR Online Course Review Session should be completed within six (6) months.

SOAR Processors must complete re-fresher trainings after four (4) years of certification or after two (2) years of inactivity.

8. The Network Provider is responsible for notifying the ME regarding the training status of their Case Manager/SOAR Processor.

9. The SOAR Processor(s) must attend scheduled or specially called meetings when notified by the ME. These include SOAR group technical assistance trainings and SOAR related trainings.

10. The Network Provider must meet with the ME's staff at regularly scheduled or specially called meetings and/or trainings when notified by the ME.

11. Individual Record Reviews: The Network Provider must conduct a sampling of file/record reviews on a quarterly basis to see if individuals paid for by SAMH dollars would be eligible for SOAR.
    a. The provider will complete five individual record reviews from various programs within their agency.
    b. The provider will also complete file/record reviews for five indigent individuals identified by the Me Housing Coordinator as receiving transitional vouchers (TRV) during the quarter. Individuals placed in TRV funded shelter beds will be excluded from reviews as will recurring TRV requests. Only new TRV requests as of 7/1/18 will be eligible for review.
    c. Within fifteen days after each quarter, the network provider is required to submit a report of the sampling results to the ME. The report requires the individual's identifying information (name, DOB, SS#), the date of SOAR eligibility screening, admission date, a copy of the completed screening tool (SOAR Applicant Eligibility Criteria Form version of Identifying SOAR Applicants, July 1,2022), documentation of the referral (if appropriate) to the SOAR Processor, and the completed/submitted SOAR application data entered into OAT. These instructions are on the SOAR Applicant Eligibility Criteria Form version of Identifying SOAR Applicants, July 1,2022 document.

12. Performance Outcomes & Outputs: The Network Provider must meet the standards and required outcomes specified below:
    a. Maintain a minimum completion rate of 75% of applications completed and submitted to SSA within 60 days of the Protective Filing Date.
    b. At a minimum, the Network Provider must have a sixty-five percent (65%) approval rate of applications on the initial submission.
    c. Maintain the minimum negotiated quarterly target of **4** for completed applications.
    d. In addition to the minimum quarterly targets, the Network Provider agrees to an annual target of **16.** The Network Provider understands that the annual total may be higher as the expectation is that in some quarters the minimum target will be exceeded. Annual target will be measured at the end of the 4th quarter.

13. Children's SOAR

a. SOAR processors must be trained within forty-five (45) days of hire or assignment to SOAR cases, and provide certificate copies, within ten (10) business days of completion, to the ME's SOAR Local Lead. The Children's SOAR Online Course is available at: https://soarworks.samhsa.gov/

b. The annual SOAR application target will be measured by a combination of adult and children's cases. The Network Provider agrees to an annual target of **___1___** children's applications.

c. The Network Provider shall submit to the ME's SOAR Local Lead a quarterly report using the "SOAR Applicant Eligibility Criteria Form" to provide the number of screenings completed for the reporting period and number of eligible SOAR candidates. The report requires the individual's identifying information (name, DOB, SS#), the date of SOAR eligibility screening, admission date, a copy of the completed screening tool (SOAR Applicant Eligibility Criteria Form version of Identifying SOAR Applicants, July 1,2022), documentation of the referral (if appropriate) to the SOAR Processor, and the completed/submitted SOAR application data entered into OAT. These instructions are on the SOAR Applicant Eligibility Criteria Form version of Identifying SOAR Applicants, July 1,2022 document.

Network Provider Compliance: Failure to meet the applicable standards established in Sections I and II shall be considered non-performance pursuant to **Standard Contract, Paragraph 36. Financial Consequences for Network Provider's Failure to Perform.**

II. MANAGING ENTITY RESPONSIBILITES

1. The ME must adhere to the requirements identified in the Department's Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach, Access, and Recovery (SOAR) Guidance Document – Incorporated Document 9.

   The Department's Incorporated Document 9 can be accessed by visiting the Department's website or by clicking on the link below:

   Managing Entities | Florida DCF (myflfamilies.com)

   Note: To access the form click on FY24-25 ME Templates and click on Guidance 9 – Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach, Access, and Recovery (SOAR).

2. The ME must ensure that the Network Provider implements the SOAR process.

3. The ME must monitor the Network Provider's performance on all tasks identified in this Exhibit and issue corrective actions if deemed necessary.

4. The ME shall provide training and technical assistance when requested by the Network Provider.

5. The ME SOAR Local Lead and the identified System of Care staff will collect and review the sampling of the SOAR screening tools and develop a tracker for success indicator analysis.

6. Reports generated by the ME SOAR Local Lead on the success indicator will be reviewed at each quarterly SOAR Steering Committee meeting.

Exhibit AO
Peer Services

Peer Support Specialists (as defined in s. 397.311(30), F.S.) and Recovery Management practices (as described in Exhibit BH, Recovery Management Practices) have become an integral part of recovery services. The state of Florida has committed to delivering behavioral health services in a recovery-oriented and peer involved approach. A Peer Specialist is a person who uses their lived experience of recovery from mental illness and/or addiction, plus skills learned in formal training, to deliver services in behavioral health settings to promote mind-body recovery and resiliency [SAMHSA.gov]. A Peer Support Specialist may go by different names (e.g. life coach, recovery coach, recovery support specialist, peer-bridger, etc.) nevertheless they perform similar duties. The primary activities of peer specialists are to provide support and advocacy, role model recovery, and facilitate positive change, while working alongside the treatment team if applicable. Peer support is voluntary, mutual and reciprocal, equally shared power, strengths-focused, transparent, and person driven [National Practice Guidelines for Peer Supporters – International Association of Peer Supporters].

The requirements in this exhibit applies to all Network Providers providing peer support services funded by this contract.

NETWORK PROVIDER RESPONSIBILITIES

1. Peer Specialist Certifications: Peer Specialists who provide recovery support services, as defined in Florida Statute 397.417(3) and Florida Administrative Code Rule 65E-14, must seek certification as peer specialists if they have been in recovery from a substance use disorder or mental illness for at least two years, or if they are a family member or caregiver of a person with a substance use disorder or mental illness. The Florida Department of Children and Families requires that peer specialists who provide recovery support services be certified, but individuals who are not certified may provide recovery support services as peer specialists for up to one year if they are working towards certification and are supervised by a qualified professional or by a certified peer specialist who has at least two years of full-time experience as a peer specialist at a licensed behavioral health organization.

2. Employee Orientation for Peers: The Network Provider must provide standardized training on Recovery Management best practices in employee orientation and refresher trainings, as required by Exhibit BH, Recovery Management Practices.

3. Recovery Capital: Peers must use a recovery capital assessment tool, such as the Brief Assessment of Recovery Capital (BARC-10), when working with individuals to build their recovery plan. The ME may require the Network Provider to report aggregate scores derived from the collection of recovery capital assessment tool. This information may be used to determine baseline data for the development of future performance measures.

4. Attain Client Consent: Initiate peer support services after voluntary consent when there is reason to believe such services will help the individuals served recovery, build resilience, or assist the individual to live successfully in their community with greater purpose.

5. Educate Peer Staff Regarding Community Resources: Peer Specialist can greatly assist individuals if the specialist is familiar with appropriate community resources that can advance the individual's recovery. Peers should be well integrated into the community to assist individuals served with the development of natural supports, community activities and employment.

6. Peer Specialist Education, Trainings, Seminars, and Committees: Peer Specialists must be allowed time for attending trainings and seminars that advance the practice of peer support and further their professional development. They should also be allowed and encouraged to join committee meetings where their lived experience can be valued.

7. Peer Supervisor Trainings: Peer Supervisor's shall receive standardized peer supervision training for peer supervisors.

8. Document Peer Services Provided: Peer services must be documented in each client's clinical file, for example, development of wellness plans, WRAP Plans, the goals of the individual served, progress notes, linkages, etc. These plans should be updated regularly in consultation with the client to review progress and evidenced by proper documentation in the client file.

9. Maintain and Update Internal Policies and Procedures for Peer Services: These should include best practices and standards for delivering peer support services and supervision. Each Network Provider must solicit the input and opinions of Peer Specialists they have on staff when drafting or updating Internal Policies and Procedures. The Network Provider also must institute a process for Peer Specialists to provide perspective and input on all Policies and Procedures at any time; this process may include an online form for the Peer Specialist to complete.

10. Weekly Supervision: Weekly supervision meetings are required so case issues are addressed quickly, and also to make sure that the peer specialists are receiving supportive oversight for their own well-being.

11. Recovery Oriented: The peer must provide Recovery-Oriented care recognizing that each person must be the agent of and the central participant in their own recovery journey. All services and supports need to be organized to support the developmental stages of this process. Services should instill hope, be person- and family-centered, offer choice, elicit, and honor each person's potential for growth, build on a person's and family's strengths and interests, and attend to the overall quality of life, including health and wellness. These values can be the foundation for all services regardless of the service type.

12. Reporting Requirements: No later than the 10th of each month, the Network Provider must submit to the Managing Entity, the following monthly reports:

A. **Monthly Peer Support Employment Report** -This report must be signed by the Peer Supervisor, which must include the following information:

a. Number of Peers funded by the ME with Network Provider,
b. Number of vacancies for Peer Specialists jobs,
c. Position Title(s) and Program Name for current vacancies
d. Duration of current Peer Specialist vacancies,
e. Name of the Peer Specialist
f. Certification Status
g. Role/Title
h. Status (full-time vs. part-time)
i. Program Name
j. Number of persons served by each Peer Specialist,
k. Maximum recommended caseload for the Peer, and
l. Hours of Peer Supervision

B. **Monthly Peer Support Services Report** – This report should be completed by the Peer Specialist and signed by the Peer Supervisor.

a. Peer-to-Peer Contact
b. Groups
c. Treatment Team Staffing's
d. Outside Agency Staffing's
e. Trainings
f. Outreach
g. Trainings taken

C. The Network Provider shall submit any ad-hoc reports requested by the ME.

D. The reports must be submitted by the dates and to the individuals specified in **Exhibit C, Required Reports.**

13. ROSC Champion: By 08/02/2023, the Network Provider must submit the name and contact information of at least two Integrated ROSC Champions who will attend trainings and meetings. The information must be submitted to the individuals and by the dates listed in Exhibit C, Required Reports. One of the identified Champions should be a Peer Specialist who is providing peer services, if at all possible. In the event of change in staff occur, the Network Provider must notify the ME's Contract Manager, in writing within ten (10) calendar days.

a. Responsibilities of champion:
   i. Attendance at scheduled ROSC meetings including ROSC Steering Committee Workgroup meetings and peer or peer supervisor meetings conducted by the ME to continue the development and implementation of a recovery-oriented system of care.
   ii. Participation in all ROSC related activities to ensure staff and agency become knowledgeable of a Recovery-Oriented System of Care.
   iii. Participation in all Peer related activities to ensure staff and agency become knowledgeable of the role/supervision of peer supports.

Network Provider Compliance: Failure to meet the applicable standards established in Sections I and II shall be considered non-performance pursuant to **Standard Contract, Paragraph 8. Financial Consequences for Network Provider's Failure to Perform.**

I. MANAGING ENTITY RESPONSIBILITES

1. The ME must monitor the Network Provider's performance on all tasks identified in this Exhibit and issue corrective actions if deemed necessary.

2. The ME shall provide training and technical assistance when requested by the Network Provider.

EXHIBIT AP

Mental Health Case Management Standards

A. Definitions:

The definitions below are for the purposes of this Exhibit. Other definitions may exist in care coordination or other authorities.

Caseload means those individuals which are managed by a designated case manager.

Case management services consist of activities that identify the person's needs, plan services, link the service system with the person, coordinate the various system components, monitor service delivery, and evaluate the effect of the services received. This covered service shall include clinical supervision provided to a service provider's personnel by a professional qualified by degree, licensure, certification, or specialized training in the implementation of this service.

Service Plan is the part of the clinical record which outlines a comprehensive strategy for improving a person's quality of life and ability to function in the community as meaningfully and independently as possible. It identifies goals and objectives and the services and resources necessary to achieve these goals and objectives. The service plan is designed to integrate the efforts and effects of multiple service and resource providers. The case manager and the person served develop the service plan in conjunction with family members, service providers and other entities and individuals necessary to its implementation.

Treatment Plan is an individual document or identifiable section of the service plan developed by treatment staff and the individual which depicts goals or objectives for the provision of services within specific treatment environments. Examples of treatment environments include, but are not limited to, day treatment, vocational, residential, outpatient and activities of daily living programs.

B. Overall Goal of Case Management.

The primary goal of care management is to optimize the functioning of individuals who have complex needs by coordinating the provision of quality treatment and support services in the most efficient and effective manner. The desired outcomes for persons using the service system are self-sufficiency and satisfaction in the living, learning, work and social environments of their choice.

Case managers shall have at a minimum a bachelor's degree with major course work in a human services field or equivalent training and experience on a year for year basis in a related field.

(1) Case management responsibilities include, but are not limited to, the following activities:

(a) Development and implementation of a case management assessment:

1. A case management assessment is a holistic review of an individual's living situation which includes a determination strengths and weaknesses, needs and resources, and the strengths and weaknesses of the individual's support system. The case manager shall be responsible for

the overall completion of the assessment but shall work with the individual and consult with relevant professionals where specific expertise is needed.

2. The case management assessment shall consider information from the following sources:
- **a.** Individual's assessment of his or her personal situation;
- **b.** Input from the family, friends or significant others. Such input shall be sought with the consent of the person served
- **c.** Collateral information which may include records dealing with previous psychiatric hospitalizations, outpatient treatment and evaluations, summaries and progress notes from other involved human service individuals or agencies. If collateral information is not available, this shall be documented in the case record;
- **d.** Information from the referral source;
- **e.** Pertinent service agencies with whom the individual is involved and an evaluation of the impact these services have on the individual's s life.

3. The case management assessment shall consider the following:
- **a.** The presenting problem;
- **b.** individual's current and potential strengths and areas of improvement
- **c.** The family's current and potential strengths
- **d.** Individual's relationship with family members and significant others;
- **e.** The impact of the currently provided services on the individual's life;
- **f.** Individual's involvement or need for involvement in client support groups or ancillary social support systems;
- **g.** Need for training in community living skills, medications, or activities of daily living;
- **h.** Need for education, vocational training or job-seeking skills;
- **i.** Need for housing, food, clothing, and transportation;
- **j.** Need for mental health, alcohol and substance use services;
- **k.** Need for medical and dental services, including current medications;
- **l.** Need for legal services;
- **m.** Need for backup support and consultation to family, friends, landlords, employers, community agencies and community members who come in contact with the individual ; and
- **n.** Need for and the establishment of financial resources such as Social Security, Supplemental Security Income, Veterans Administration or trust funds.

4. The case management assessment is to consist of a single identifiable, dated document, included in the clinical record.

5. The initial case management assessment must be completed within 30 days of the referral of the individual for case management services.

6. A home visit is to be made prior to the completion of the Assessment, unless the case manager's supervisor deems such a visit unsafe to the case manager or such a visit is denied by the Person served.

In such instances where a home visit does not occur:

- **a.** The reasons for the failure to make such a visit will be documented in the case record and signed by the case manager and the case manager supervisor.
- **b.** Subsequent visitations and the suitability of the housing shall be considerations addressed in the service plan.

7. Subsequent written case management assessments shall be completed, and an updated Service Plan developed at a minimum of every 6 months, or when the individual changes residence, enters or is discharged from a state treatment facility or at other times when the individual's situation changes significantly.

(b) Service Planning

1. Service planning is the process of developing a general strategy to utilize strengths and address weaknesses identified through case monitoring and through assessments. The case manager, in conjunction with person served, shall be responsible for the development of the service plan. However, service planning is a collaborative effort which also involves family members, service providers, or others significant to the implementation of the resultant plan. The results of the service planning process shall be a service plan.

2. The Service Plan must be on a single identifiable and dated document, developed within 15 days of a completed Assessment and signed by person served, case manager, the case manager's supervisor, and other appropriate participants involved in the service plan development.

The service plan is an individualized document which meets the comprehensive needs of the individual served. All service plans shall be included in the record.

3. In cases where immediate services are needed, service delivery shall not be delayed pending completion of either the assessment or service plan.

4. The Service Plan shall contain a description of the long-term desired outcome for the case.

5. The Service Plan shall contain measurable goals and objectives derived from the assessment of client's strengths, and resource needs.

- **a.** Each objective must have an identified time frame for achievement and must be stated in terms of observable and measurable outcomes.

b. Each objective shall state the name of the individual or agency responsible for the action to be achieved.

6. Individual serviced shall be provided a copy of the Service Plan, and this shall be documented in the record. With the approval of the person served, others involved in its development or implementation shall be provided with a copy of the service plan.

(c) Linkage and Brokerage

The case manager shall ensure that the Service Plan is implemented through a variety of linkage and brokerage activities designed to procure specified services, treatment and resources for person served.

1. Such activities include verbal or written referrals, telephone calls, meetings, assistance with making appointments and completing applications, assistance at interviews and hearings, transportation and supportive counseling.

2. The case manager shall convene a case staffing at major decision points during person served involvement with the alcohol, drug abuse and mental health system. Such decision points shall include movements to a lesser or more restrictive environment in the community or transfers to and from state hospitals. Such conferences shall be attended, as appropriate, by person served, family members, service providers and significant others.

(d) Monitoring

Case Managers shall ensure that Service Plan goals and objectives are consistently pursued, assess the functioning level of person served, and assess progress toward the achievement of goals and objectives through a range of monitoring activities including telephone calls, home visits, case and treatment reviews, interviews and site visits.

1. Where monitoring reveals that minor adjustments are necessary to better accomplish the goals and objectives of the service plan, the case manager shall update these portions of the plan and take action to implement these adjustments.

2. Where monitoring reveals that conditions have changed to the extent that the service plan is no longer valid, the case manager shall make a reassessment and ensure the development of a new service plan.

(e) Advocacy

1. Case managers shall function in the best interest of person served and shall intercede on their behalf of to assure that service and resource needs are met.

2. The case manager shall identify service and resource gaps and barriers which limit an individual's access to existing services and resources to client managers.

(2) The case manager shall make a minimum of a monthly face-to-face contact with all clients residing in the community.

(3) Case managers may utilize incidental funding to provide for unmet resource needs for individuals served when other resources are not available or in combination with other resources.

(4) For individuals residing in the community, the case manager shall make a home visit or field visit within the individual's natural environment at a minimum of every other month, unless the case manager's supervisor deems such visits unsafe to the case manager or the individual declines such visitation during the planning process. In such instances where home visits are not to occur:

(a) The reason for the failure to make such a visit will be documented in the case record signed by the case manager and case manager supervisor,

(b) Subsequent visitations and the suitability of the housing shall be considerations in the service plan.

(5) When person served misses an appointment related to the service plan or is absent from a treatment program without notification, the case manager shall attempt to contact the individual either by telephone or face-to-face meetings within twenty-four hours. If initial contact attempts are unsuccessful, the case manager shall make additional efforts by telephone, face-to-face meetings, or correspondence. Upon contacting the individual, the case manager shall explore the reasons for the absence or the missed appointment and shall work with the individual to resolve any issues inhibiting the effective implementation of the plan. Such efforts and their results shall be documented in the case record.

(6) Case Management Record.

1. An individualized case record for each individual shall be maintained.

2. A clearly identifiable portion of the agency's record shall be devoted to case management. This portion shall contain the demographic information and items specified in subsection 65E-4.014(3)b., F.A.C.

3. The case record shall be maintained in accordance with Rule 65E-4.014, F.A.C.

4. In addition to items specified in Rule 65E-4.014, F.A.C., the record shall contain:

(a) The name of the current assigned case manager.

(b) Any copies of a consent to give information relevant to the case.

(c) Assessment information as stated above.

(d) Service Plan as stated above.

(e) Progress Notes, documenting all of the case manager's activities, contacts and communications on behalf of the client, including the following:

1. Date

2. Type of contact; for example, home visit, telephone, office visit

3. Contacting person

4. Person or agency contacted

5. Brief account of contact

6. Relevance to the Service Plan

7. Documentation of missed appointments, follow-up, and an explanation of why the appointments were missed

8. Documentation for the need and lack of availability of any goods or services for which contingency funds are requested

(f) Advocacy efforts as specified above.

(7) Case load. The mental health case manager's caseload shall not exceed 40 individuals at any given time.

(8) Case managers shall at a minimum of a bachelor's degree with major course work in a human services field or equivalent training and experience on a year for year basis in a related field.

C. State Mental Health Treatment Facility Admission and Discharge Processes

1. Community Mental Health Centers are responsible for meeting the requirements described in the Department's Guidance 7, State Mental Health Treatment Facility Admission and Discharge Processes, incorporated herein by reference.

2. In addition, Community Mental Health Center's will meet the requirements of the State Mental Health Treatment Facility Plan for Re-Integration of Discharge Ready Individuals, incorporated herein by reference, and available upon request to the ME.

EXHIBIT AS
Monroe County
Centralized Receiving Facility

I. OVERVIEW

Guidance/Care Center, Inc. ("Network Provider") is the designated centralized receiving facility ("CRF") that serves as the coordinated system of entry in the central region of Monroe County for individuals with mental health or substance use disorders, or co-occurring disorders. The designation as the CRF and the services to be provided are established in accordance with Florida Statute 394, Florida Mental Health Act, Florida Statute 397, Hal S. Marchman Alcohol and Other Drug Services Act, and in accordance with the Monroe County Designated Receiving System Plan, dated 2021-2023, (MC-Plan, or latest revision thereof), herein incorporated by reference.

The CRF is responsible for assessment and evaluation, both voluntary and involuntary, and treatment or triage and/or stabilization of persons with mental health or substance use disorder, or co-occurring disorders. The CRF must function as a no-wrong-door model that responds to individual needs and integrates services among various providers.

The Network Provider must participate in a coordinated system that is linked by a method to share data, formal referral agreements, and cooperative arrangements for care coordination. The Network Provider must provide or arrange for necessary services following an initial assessment or screening and evaluation.

II. PROVISION OF THE PRIME CONTRACTS

The CRF is funded with Department of Children and Families and Monroe County funding. 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, (the contract entered into between the Department of Children and Families and the ME, not in conflict with this Contract, must be binding upon the Network Provider and the Network Provider agrees to comply with same. The Prime Contract is incorporated by reference in this Contract.

III. MONROE COUNTY DESIGNATED RECEIVING SYSTEM PLAN

The Network Provider agrees to adhere to and implement the CRF in Monroe County as described in the Monroe County Designated Receiving System Plan, dated 2021-2023, or the latest revision thereof, herein incorporated by reference.

IV. OBJECTIVES

The primary objectives of the CRF are to:

1. Provide a central receiving system serving the target populations;

2. Provide initial screenings, assessments for consumers that meet criteria for acute care services, triage, care coordination, and related services and linkage to appropriate level of care;
3. Provide opportunities for jail diversion, offering a more suitable and less costly alternative to incarceration;
4. Reduce the inappropriate utilization of emergency rooms;
5. Increase the quality and quantity of services through coordination of care and recovery support services;
6. Implement standardized screening tools and procedures for services; and,
7. Improve access and reduce processing time for law enforcement officials transporting individuals needing behavioral health services.

V. SCOPE OF THE ACTIVITIES AND SERVICES

A. Target Population

1. Individuals needing evaluation or stabilization under s. 394.463, F.S., the Baker Act;
2. Individuals needing evaluation or stabilization under s. 397.675, F.S., the Marchman Act; and,
3. Individuals needing crisis services as defined in ss. 394.67(17)-(18), F.S.
4. Individuals needing screening for non-acute mental health and/or substance abuse treatment services and that meet the target population descriptions contained in s. 394.674, F.S. and described in the DCF Pamphlet 155-2.

B. Client Services

1. The Network Provider must provide crisis stabilization, substance abuse detoxification services, crisis support emergency services, screenings, assessments for consumers that meet criteria for acute care services, and Medication Assisted Treatment, and care coordination for clients referred to other providers.

2. Screening services for individuals needing acute and non-acute mental health and/or substance abuse treatment services must be available through the CRF twenty-four hours seven days per week, 365 days per year.

3. **Screening Tools**: The Network Provider must utilize screening tool(s) agreed to between the ME and the Network Provider. The Network Provider must screen all individuals presenting at the CRF. Those individuals with positive screenings must result in a full biopsychosocial assessment to be completed at the CRF to generate referral and linkage to the appropriate level of care.

4. The Network Provider must have a protocol to screen and triage all individuals to determine an individual's immediacy of needs and establish a plan for further assessment and treatment. The screening must at a minimum include:

    - Reason for referral
    - Medical needs
    - Current medications
    - Current substance use, and
    - Risk of harm to self and others

5. **Mobile Response Team:** The Network Provider must provide all individuals with information on how to access Mobile Response Team services.

C. The Network Provider's ability to accept consumers under the CRF system is to be executed according to its capabilities and limitations as described in the table below and as described in the Monroe County Transportation Plan for Involuntary Examinations (Baker Act) and Involuntary Admissions (Marchman Act), herein incorporated by reference.

CRF Service	Capabilities/Limitations
Voluntary Assessment and Evaluation	Crisis Stabilization Unit (Adults Only), Detoxification (Adults Only), Screening and Assessment
Involuntary Assessment and Evaluation	Crisis Stabilization Unit (Adults Only), Detoxification (Adults Only), Screening and Assessment
Triage for Mental Health Services	Crisis Stabilization Unit (Adults Only), Screening and Assessment
Triage for Substance Use Disorder Services	Detoxification (Adults Only), Screening and Assessment
Involuntary Treatment for Mental Health Disorders	Crisis Stabilization Unit (Adults Only)
Involuntary Treatment for Substance Use Disorders	Detoxification (Adults Only)

D. PERFORMANCE MEASURES

1. **100%** of persons who walk into the CRF requesting screening (non-acute) services must be screened on the same day.
2. **100%** of persons brought in involuntarily by law enforcement under Baker Act will be admitted for evaluation. Appropriate transfer to other CSU's/Inpatient will be secured by the Network Provider staff upon evaluation and determination that continued admission is medically required. Transportation to the referral facility will be arranged by the Network Provider.
3. **100%** of persons determined by the screening process to need outpatient services must be linked to an appropriate provider. The CRF will secure an outpatient appointment within ten (10) business days of the date of the initial screening.
4. **85%** of persons referred to outpatient services will receive a follow-up within seventy-two (72) hours of scheduled appointment to determine linkage.
5. **85%** of persons determined not to have a successful linkage will receive an alternate referral for outpatient services within ten (10) business days.
6. No more than **14.81%** CSU readmissions within thirty (30) calendar days for consumers referred internally for post-CSU discharge services.
7. No more than **15.0%** Detoxification readmissions within thirty (30) calendar days for consumers referred internally for post-detoxification discharge services.

E. SERVICE SITE ADDRESS AND TELEPHONE NUMBER

3000 41st Street Ocean Marathon, FL 33050
(305) 434-7660

F. FUNDING: The Network Provider's allocation to operate the CRF is found in **Exhibit H, Funding Detail**.

G. METHOD OF PAYMENT: The CRF must be paid on a fee-for-service (Unit Rate) method of payment, in accordance with the payment methodology provided for in Rule 65E-14.019 (2), F.A.C. for the covered services listed in **Exhibit G, Covered Service by OCA**.

H. COLLABORATIONS AND PARTNERSHIPS

1. **ME's Care Coordination Department**: The Network Provider must work with the ME's Care Coordination Department if an individual entering the CRF is identified as needing care coordination services. Refer to Attachment I, Section B. 1. a. (25), Care Coordination and Reporting Requirements, for a more detailed description of Care Coordination services.

2. The Network Provider, in collaboration with the ME and Monroe County, must review and update, as necessary, the designated receiving system at least once every three (3) years, or earlier if deemed necessary.

3. The Network Provider is expected to develop partnerships and agreements with community partners (i.e., other SFBHN contracted Network Providers, managed care organizations, criminal and juvenile justice systems, community-based care organizations, housing providers, federally qualified health centers, etc.) for the coordination of care to individuals referred from the CRF, to leverage resources and share data as allowed by federal and state laws.

I. REPORTING REQUIRMENTS

1. **Service Data**: Service Data into Carisk or any data system designated by the ME and must be submitted per the requirements described in Attachment I, Section B. 4. Deliverables, and in Attachment I, Section D. 3., Acute Care Service Utilization Reporting for Public Receiving Facilities, Detoxification and Addiction Receiving Facilities.

2. **Performance Measures Report**: By the 15th of every month following the reporting month for the measures listed above in Section VI., paragraph D., Performance Measures.

3. **Ad Hoc Reports**: The Network Provider agrees to submit any ad-hoc and/or additional reports as determined necessary by the ME, Department of Children and Families.

J. STAFFING: Any changes in staffing plan greater than 25% of either the total FTE or total salary costs, as per the approved budget, is subject to ME approval.

K. MEETINGS/TRAININGS

1. The Network Provider will ensure that its staff is properly trained on CRF model, goals and objectives, evidence-based practices and Screening and Level of Care Placement Tools.

2. The Network Provider must meet with the ME's staff at regularly scheduled or specially called meetings and/or trainings when notified by the ME.

EXHIBIT AV
TRANSITIONAL VOUCHER PROGRAM

DISCUSSION: The purpose of this document is to provide guidance for the implementation and management of the Transitional Voucher project. This project provides care coordination and vouchers to purchase treatment and support services for adults transitioning from Florida Assertive Community Treatment (FACT) teams, acute crisis services, and institutional settings to independent community living; and individuals experiencing homelessness, at risk for homelessness, or receiving care coordination services. Vouchers may also be utilized to assist eligible individuals maintain their current level of care by achieving residential stability.

I. GOALS

The Transitional Voucher project is a flexible, consumer-directed voucher system designed to bridge the gap for persons with behavioral health disorders as they transition from acute or more restrictive levels of care to lower levels of care. The intent of this project is to enable individuals to live independently in the community with treatment and support services based on need and choice and build a support system to sustain their independence, recovery, and overall well-being. The project aims to:

- Prevent recurrent hospitalization and incarceration,
- Provide safe, affordable, and stable housing opportunities,
- Maximize use of FACT resources and community supports,
- Increase participant choice and self-determination in their treatment and support service selection; and
- Improve community involvement and overall quality of life for program participants.

Transitional Vouchers provide a participant with a monthly budget to be spent on allowable services pursuant to Rule 65E-14.021, F.A.C. This service is intended to support Care Coordination efforts outlined in **Guidance 4 – Care Coordination**.

To access the Department's FY 24-25 Guidance Document 4, click on the link below:

Managing Entities | Florida DCF (myflfamilies.com)

Note: Click on FY24-25 ME Templates and click on Guidance Document 4, Care Coordination

"Voucher" refers to any electronic or paper record documenting a Network Service Provider's agreement to pay a third party for allowable services provided to an eligible program participant. This project offers time-limited financial assistance to support consumer-driven services based on the person's needs assessment and care plan objectives. The use of vouchers requires shared decision making in planning and service determinations, emphasizing self- management. Care Coordinators provide options and choices such that the care plan reflects the individual's values and preferences.

This project has two funding and implementation components. The first component targets FACT participants and individuals discharging from a state mental health treatment facility (SMHTF) back to

their regions; the second targets additional individuals in need of specialized community integration supports.

II. FACT AND SMHTF TARGETS

This component satisfies the terms of a settlement agreement entered into by the Department and Disability Rights Florida and amended on July 27, 2018.[1] The settlement agreement requires the Department to develop a project designed to more fully utilize existing FACT resources and create additional opportunities for community integration of individuals being discharged from SMHTFs. This component is intended to transition approximately 96 FACT participants each fiscal year to less intensive community-based services and supports, allowing persons referred from SMHTFs to fill the vacated slots, if appropriate. Other allowable options for individuals discharging from SMHTFs using Transitional Voucher funds are to adult family care homes with community-based services and directly into permanent supported housing with community-based services.

Managing Entities and Network Service Providers shall select FACT participants determined to be clinically and functionally ready for lower levels of care ready to transition out of FACT services. Considerations for transition readiness include, at a minimum, the individual's choice, their ability to self-manage, and the availability of a natural support system. Transition is gradual, individualized and actively involves the participant and the next provider to ensure effective coordination and engagement.

Each Network Service Provider FACT team shall accept individuals referred for discharge from SMHTFs to replace individuals selected to receive Transitional Voucher services.

III. COMMUNITY INTEGRATION TARGETS

Research indicates that a combination of long-term housing, treatment, and recovery support services leads to improved residential stability and reductions in substance use and psychiatric symptoms[2]. The Transitional Voucher project is intended to assist eligible individuals obtain and maintain accessible, affordable housing with supportive recovery services. Each Managing Entity shall approve individuals who meet Transitional Voucher eligibility requirements. Persons eligible for services under this component must be currently receiving Department-funded SAMH services pursuant to Chapters 394 and 397, F.S., and must meet one the following alternative characteristics:

A. Experiencing homelessness, meaning an individual who lacks housing, including:

1. An individual whose primary overnight residence is a temporary accommodation provided by a supervised public or private facility, or

2. An individual who resides in transitional housing, or

3. An individual at risk for homelessness; for example: *an individual whose only housing option is shelter due to lack of affordable housing opportunities.*

[1] T.W., P.M. and Disability Rights Florida v. Michael Carroll, Department of Children and Families (Case No. 4:13-CV-457 RFUCAS) Settlement Agreement, Amended July 27, 2018

[2] Substance Abuse and Mental Health Services Administration, Leading Change: A Plan for SAMHSA's Roles and Actions 2011-2014. HHS Publication No. (SMA) 11-4629. Rockville, MD: Substance Abuse and Mental Health Services Administration, 2011.

4. Vouchers may also be utilized to assist eligible individuals maintain their current level of care by achieving residential stability.

Or

B. Receiving Care Coordination services pursuant to **Guidance 4.**

Or

C. Participating in FACT teams and ready to transition to a lower level of care.

Or

D. Discharging from SMHTFs to adult family care homes or directly into permanent supported housing with community-based services.

IV. REQUEST PROCESS

A. The Care Coordinator or Case Manager at the provider will ensure that services and/or supports requested cannot or are not funded through any other source. The Network Provider must exhaust all other funding alternatives before submitting a funding request to the ME. Steps taken with alternative sources must be documented in the individual's file/chart.

B. A Funds Request Form and Treatment/Service Plan should be submitted to the ME's Housing Coordinator or designee to the following email address: housing@sfbhn.org. All supports and services requested and authorized must directly address specific need to achieve goals on the current service plan or treatment plan when applicable.

1) If requesting assistance for individuals exiting a state treatment facility the State Hospital Transitional Voucher Funds Request Form must be used, attached herein as Appendix 1.

2) For all other requests, the Transitional Voucher Funds Request Form must be used, attached herein as Appendix 2

C. If requesting assistance with payments for an ALF, the following is required:

1) A copy of the AHCA Facility Finder ALF page indicating active LMH License. If ALF does not have an LMHL please include justification for other specialty license(s).

2) Description of actions that will be taken to sustain funding, including a plan of self-sustainability with an estimated end date. i.e. SSA Benefits pending (include application date), SSA Benefits suspended (date will be taken to SSA for reinstatement), Being assessed for SOAR process (date of assessment), etc.

D. The ME's Housing Coordinator or designee will review funding requests and make a determination of approval or denial of funding within 3 business days of receipt of the request. If necessary, the ME Housing Coordinator will contact the referral source to staff a case prior to approval or denial.

E. The ME Housing Coordinator or designee shall notify the Care Coordinator or Case Manager of the decision to approve or deny funding via email.

V. ALLOWABLE EXPENSES

A. Transitional Voucher services may be authorized only to the extent that they are reasonable, allowable, and necessary as determined through the assessment process; are clearly identified in the individual's service plan or treatment plan when applicable; and only when no other funds are available to meet the expense.

1) Transitional Vouchers will be approved for no more than a three (3) month period. Each month requires a new voucher request and ME approval,
2) All fund requests must be submitted to the ME for prior approval.

B. The person served is the primary decision maker as to the services and supports to be purchase and from what vendor those services are procured.

C. Allowable expenses include the following Covered Services as defined by ch. 65E-14.021, F.A.C.:

1) Aftercare;
2) Assessment;
3) Case Management;
4) Day Care;
5) Day Treatment;
6) Incidental Expenses;
7) In-Home and On-Site;
8) Intensive Case Management;
9) Intervention;
10) Medical Services;
11) Medication-Assisted Treatment;
12) Outpatient;
13) Recovery Support;
14) Respite Services;
15) Substance Abuse Outpatient Detoxification;
16) Supported Employment
17) Supportive Housing/Living

D. Allowable Incidental Expenses include time limited transportation, childcare, housing assistance, clothing, educational services, vocational services, medical care, housing subsidies, pharmaceuticals and other incidentals as approved by the Managing Entity in compliance with Rule 65E-14.021, F.A.C.

E. Network Service Providers adhere to:

1) State purchasing guidelines for allowable expenses as promulgated by the Department and the Department of Financial Services
2) The requirements of Chapter 65E-14, F.A.C., and
3) Managing Entity protocols regarding allowable purchases.

VI. NETWORK SERVICE PROVIDERS RESPONSIBILITIES

A. The Care Coordinator or Case Manager will verify that the funds requested directly address specific needs to achieve goals on the individual's current Service Plan.

B. The Care Coordinator or Case Manager will ensure Transitional Voucher funds are used only for services and supports that cannot be paid for by another funding source; specifically:

a) Network Providers and participants are responsible for locating other non-SAMH payor sources for services or supports prior to using Transitional Voucher funds.
b) In collaboration with the participant, Network Providers must certify no other payer source is available and due diligence was exercised in searching for alternative funding prior to the use of Transitional Voucher funds. Network Providers must submit a signed certification for each use of Transitional Voucher funds with the monthly invoice.

C. Establish accurate record keeping that reflects specific services offered to and provided for each participant.

D. Approve Transitional Voucher invoices and expenditures for services provided by non-Network Service Providers.

E. The Care Coordinator or Case Manager must maintain in the individuals' file a record of all individual expenses charged against the funds.

F. The Care Coordinator or Case Manager will provide the following documents in a timely manner:

a) Transitional Voucher request form with the individual's service plan or treatment plan. All supports and services requested must directly address specific needs to achieve goals on the current service plan or treatment plan.

b) Documents with attempts made to use alternative sources of funding.

G. All Transitional Vouchers must be coded with the appropriate modifier:

a) For Substance Abuse use modifier: DS
b) For Mental Health use modifier: DM

H. All invoices and supporting documentation must be submitted to the ME by the 8th of the month. Any voucher that has not been invoiced to the ME within 45 days from the approval date will be voided, and the approved amount will return to available transitional voucher funds. The Network Provider must ensure the service data is entered in FASAMS during the service month and coded with the

appropriate modifier. The service data must be less or equal to the approved voucher amount. Any discrepancies in service data will delay payment of the invoice. It is the responsibility of the Network Provider to update service data and resubmit invoice for reimbursement.

VII. ME RESPONSIBILITIES

A. For all voucher requests:

1) The ME will review the completed transitional voucher request form along with all supporting documents (i.e. service plan, treatment plan, lease agreement, etc.) for authorization.

2) The ME Housing Coordinator will provide authorization or denial to the Care Coordinator/Case Manager requesting the funds within three (3) business days via email. In case of a denial, an email will be sent with reason(s) for denial. Should the ME Housing Coordinator not be available, the ME Housing Peer or Care Coordinator Lead will provide authorization or denial for transitional vouchers within three (3) business days.

3) The ME will conduct service data validation using FASAMS service data. Service data for each invoice must be equal or less to the ME Voucher approved amount. Invoice not matching approved amount, or without service data, will not be approved for payment. The ME will inform the provider of the denial and reason for denial.

B. For all voucher reporting:

1) The ME Housing Coordinator, or designee, will keep track of the voucher requests and funding approvals.

2) The ME Housing Coordinator or monitoring team may periodically request individual files for auditing purposes.

3) Upon completion of the monthly review, the Network Provider will be notified of any discrepancies and the invoice will be adjusted accordingly.

4) The Network Provider shall adhere to the requirements identified in the Department's Transitional Voucher **Guidance Document 29, dated 7/1/2024,** or the latest revision thereof.

To access the Department's FY 24-25 Guidance Document 29, click on the link below:

Managing Entities | Florida DCF (myflfamilies.com)

Note: Click on FY24-25 ME Templates and click on Guidance Document 29, Transitional Voucher

THRIVING MIND
SOUTH FLORIDA

A network of exceptional mental health and substance use providers.

Appendix 1
State Hospital Transitional Voucher (TV) Funds Request Form

Date of TV Submission: _____ Date of Expected Discharge: _____

Agency / Provider: _____

Funds requested by / Title: _____

Phone number: _____ Fax number: _____

Email address: _____

Individual's Name: _____

Date of Birth: _____ Sex: _____ SSN: _____

Recommended Discharge Environment: _____

Description of goods or services being requested, plan for self-sustainability:

_____

_____

_____

_____

_____

Required Additional Documentation	Choose One that Applies:
☐ Attached copy of AHCA Facility Finder ALF page indicating LMH License (if applying for ALF funding) ☐ Attached signed consent form ☐ Copy of the Transition/Discharge Plan ☐ Completed Care Coordination Enrollment Form	☐ SSA Application Date: _____ ☐ SSA Appointment Date for Benefits Reinstatement: _____ ☐ SOAR Screening Date: _____ ☐ Other: _____

Amount requested: _____ One time request: ☐ Yes
☐ No, Estimated end date: _____

Funding source: ☐ Mental Health ☐ Substance Abuse

THRIVING MIND
SOUTH FLORIDA

A network of exceptional mental health
and substance use providers.

CERTIFICATION: I here certify that the information above is accurate and that this request is for appropriate therapeutic reasons which have been documented in the consumers' service and treatment plans. In collaboration with the above named participant, I certify that no other payer source is available and due diligence was exercised in searching for alternative funding prior to the use of the Transitional Voucher funds.

Form completed by: _____ Title: _____

Signature: _____ Date: _____

AUTHORIZATION OF SERVICES: (SFBHN USE ONLY)

Approved by: _____ Date: _____

Signature: _____ Title: _____

Authorization number: _____ DCF Approval Date: _____

OCA: ☐ Mental Health MHTRV ☐ Substance Abuse MSTRV

Not approved by: _____ Date: _____

Reason not approved:

_____

_____

_____

Signature: _____ Title: _____

THRIVING MIND
SOUTH FLORIDA

A network of exceptional mental health and substance use providers.

Appendix 2
Transitional Voucher
Funds Request Form

Date: _____ Agency / Provider: _____

Funds requested by / Title: _____

Phone number: _____ Fax number: _____

Email address: _____

Individual's Name: _____

Date of Birth: _____ Sex: _____

SSN: _____

Does the consumer fall under any of the following categories?

☐ Care Coordination ☐ Homeless/or at risk

☐ FACT Team

Description of goods or services being requested:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

THRIVING MIND
SOUTH FLORIDA

A network of exceptional mental health and substance use providers.

The assistance requested is for (please check one):

☐ Housing Assistance	☐ Childcare
☐ Clothing	☐ Transportation (Bus passes, bicycles, airfares)
☐ Educational Services	
☐ Vocational Services	
☐ Medical Care (Medication, doctor visits)	
☐ Housing Subsidies (Utility bills, furniture, toiletries)	
☐ Other Incidentals	

Amount requested: _____ One time request: ☐ Yes ☐ No

Funding source: ☐ Mental Health ☐ Substance Abuse

CERTIFICATION: I here certify that the information above is accurate and that this request is for appropriate therapeutic reasons which have been documented in the consumers' service and treatment plans. In collaboration with the above named participant, I certify that no other payer source is available and due diligence was exercised in searching for alternative funding prior to the use of the Transitional Voucher funds.

Form completed by: _____ Title: _____

Signature: _____ Date: _____

AUTHORIZATION OF SERVICES: (SFBHN USE ONLY)

Approved by: _____ Date: _____

Signature: _____ Title: _____

Authorization number: _____

OCA: ☐ Mental Health MHTRV ☐ Substance Abuse MSTRV

Not approved by: _____ Date: _____

Reason not approved:

_____

_____

_____

Signature: _____ Title: _____

EXHIBIT AX
CRISIS STABILIZATION UNIT ("CSU") LONG-ACTING INJECTABLE TREND REPORT

On a quarterly basis by the dates and to the individuals identified in the **Exhibit C, Required Reports**, the Network Provider shall submit a report for those consumers who are admitted into a CSU facility for treatment that captures long-acting injectable utilization upon discharge from the CSU. An important variable in this analysis is establishing the number / percentage of consumers who receive anti-psychotic drugs upon discharge and of those that do receive such medication, the number / percentage that receive a long-acting injectable. The elements to be reported to the ME are the following:

1. # of CSU admissions for the quarter
2. # of CSU discharges for the quarter
3. # / % of CSU discharges during that period that were prescribed an antipsychotic medication for use after discharge: # / %
4. # / % of CSU discharges during that period who were prescribed an antipsychotic medication as above and received the antipsychotic as a long-acting anti-psychotic injectable: # / %

Exhibit AY

Guidance 34
Mobile Response Team (MRT) for Monroe County

Contract Reference: Florida Department's Guidance Document 34, Mobile Response Team, dated July 1, 2023, or the latest revision thereof.

Requirement: 394.495(7), F.S.

Purpose: To ensure the implementation and administration of Mobile Response Team (MRT) services, the Managing Entity shall require that MRT Network Service Providers to adhere to the service delivery and reporting requirements herein. Best practice considerations and resources are provided to support continuous improvement of the MRT program; however, these are not contractually required.

A. Authority

The Marjory Stoneman Douglas High School Public Safety Act, Ch. 2018-3, Laws of Florida, created a statewide network of MRTs. The Florida Legislature appropriated recurring funds to ensure reasonable access to MRT services in all Florida counties. In 2020, s. 394.495, F.S. was amended to include MRTs in the child and adolescent array of services and outlined programmatic requirements included herein.

B. Program Goals

The goals of MRTs are to lessen trauma; conduct an independent assessment to determine if the individual may be safely diverted from emergency departments; prevent unnecessary psychiatric hospitalization; or divert from juvenile justice or criminal justice settings. MRTs are intended to provide on-demand crisis intervention services in any setting in which a behavioral health crisis occurs, including, but not limited to, homes, schools, the community, and emergency departments. Mobile response services must be available 24 hours a day, 7 days a week. Services are provided by a team of licensed professionals, master's level professionals, and paraprofessionals trained in crisis intervention skills. In addition to helping resolve the crisis, MRTs work with individuals and families to identify resources, provide linkages, and develop strategies for effectively dealing with potential future crises.

Intervention is warranted when a crisis interferes with the ability to function and places the individual at risk of self- harm, harm to others, or disruption of services or living environment. The individual may present with an overt change in functioning or have difficulty coping with traumatic life events. Mobile Response Teams may coordinate in- person services with law enforcement to provide additional safety, when appropriate and necessary.

Supporting the "no wrong door" model, MRTs provide warm hand-offs and referrals to other services in the community to meet the ongoing needs of the individual and will follow-up to determine that the appropriate linkage is made. When the situation warrants, MRTs will assist with the individual being received by a designated receiving facility or a licensed substance abuse provider for further evaluation. Peer support services can be an effective way to connect individuals and families experiencing behavioral health crises with resources, ensure they engage in services, and assist them with navigating the system.

MRTs must be designed to address a wide variety of interventions, including:

- Determine the need for further examination at a Designated Receiving Facility or licensed substance

use provider based on a clinical assessment ;

- Assess the individual for risk of suicidal and homicidal thoughts or behaviors;
- Assess the individual for mood disturbances such as depression, anxiety, delusional thoughts, or hallucinations that may contribute to and exacerbate the crisis; and,
- Identify family or peer conflicts and other disruptive behaviors that are or may contribute to escalating the crisis.

C. Eligibility

MRTs provide immediate, onsite behavioral health crisis services at minimum to individuals who:

1. Have an emotional disturbance; or
2. Are experiencing a mental health or emotional crisis; or
3. Are experiencing escalating emotional or behavioral health reactions and symptoms that impact their ability to function typically within the family, living situation, or community environment; or,
4. Are served by the child welfare system and are experiencing or at high risk of placement instability.

D. Managing Entity Responsibilities

The Managing Entity shall:

1. Ensure statewide access to MRT services 24 hours a day, 7 days a week in person.
2. Collaborate with local law enforcement agencies and public schools, colleges and universities in the planning, development, evaluation, and selection processes for Network Service Provider subcontracts for MRTs;
3. Post contact information for all MRTs on the start page of the Managing Entity's public website;
4. Collaborate with local and county governments to ensure the process to access MRT services is addressed in county transportation plans and Behavioral Health Receiving System plans;
5. Monitor MRT Network Service Provider data quality, response process, customer satisfaction, community collaboration, and warm hand-offs to community service providers;
6. Notify the Department of changes to MRT providers, including the number of teams per provider or updates to MRT contact information;
7. Submit Reporting Template 28 Mobile Response Team Monthly Report to the Department no later than the 18th of the month following services;
8. Work with school districts to establish and obtain parental or guardian consent as part of the annual student registration process for MRT services in coordination with other routine health screenings; and
9. Include requirements in subcontracts with Network Service Providers providing MRT services to:
   a. Adhere to the criteria in Sections C, E, F and G herein.
   b. Participate in all MRT program conference calls, meetings, or other oversight events scheduled by the Department.

c. Make Mobile Response Team services available 24 hours per day, 7 days a week statewide.

d. Establish response protocols with local law enforcement agencies, 9-1-1 dispatch, 2-1-1 call centers, suicide prevention lifeline member centers (9-8-8), local community-based care lead agencies, child protective investigators, the Department of Juvenile Justice, and local schools, including public K-12 schools, colleges, and universities.

e. Have a licensed mental health professional on staff.

f. Have a Certified Recovery Peer Specialist, or someone who is working toward credentialing, on staff.

g. Have access to a board-certified or board-eligible psychiatrist or psychiatric nurse practitioner.

h. Provide an array of crisis response services to eligible persons and their families, designed to address individual and family needs, including screening, standardized assessments, crisis de-escalation, safety planning, and linkage to community services as necessary to address the immediate crisis event and ongoing behavioral health needs. Screenings and assessments shall be completed for the presence of an emotional disturbance, serious emotional disturbance, substance use, or mental illness including depression and risk for suicide.

i. Adhere to standards for informed consent and confidentiality compliance.

j. Establish formal Memorandum of Understanding or agreements with the local school district(s) that identify roles and responsibilities of schools and MRT when responding to schools to provide services. This agreement must include requirements for obtaining parental consent when the MRT responds to children 13 or younger or with unlicensed mental health professionals.

k. Establish formal and informal partnerships with key entities providing behavioral health services and supports to eligible persons and their families to facilitate warm hand-offs for continuity of care.

l. Coordinate with the Community-Based Care (CBC) Lead Agency in the Network Service Provider's area to provide MRT services to children served by the child welfare system who are experiencing a behavioral health crisis.

E. MRT Provider Responsibilities

Mobile Response Teams shall:

1. Display the number to their MRT on the start page of their public-facing website.
2. Ensure their local 2-1-1 and National Suicide Prevention Lifeline center provider(s) have information on the MRT and how to refer individuals in need.
3. Triage new requests to determine the level of severity and prioritize new requests that meet the clinical threshold for an in-person response.
4. Provide in-person response to calls meeting the clinical threshold within 60 minutes after prioritization. While in-person responses may be provided via telehealth, teams are expected to respond to the location where the crisis is occurring when determined safe.
5. Provide behavioral health crisis-oriented services that are responsive to the needs of the individuals and their family or other natural support system.

6. Utilize evidence-based practices to deescalate and respond to behavioral health challenges and to reduce the potential for future crises. When evidence-based practices are not available, the MRT shall use approaches based on clinical judgement and within the scope of their practice.
7. Provide a warm handoff to referred services and brief care coordination by facilitating the transition to ongoing services for at least 72 hours. Warm handoff means that the MRT provider actively connects the individual to another service provider.
8. Coordinate with the CBCs to provide information about the MRT services to foster parents.
9. Report to the Managing Entities on the performance outputs in Section G and the number of individuals who did not require an involuntary examination that were actively linked to the appropriate level of care with a community provider for ongoing behavioral health services.
10. Use the same suicide risk assessment instrument adopted by the district school board pursuant to s. 1006.07(11), F.S., and approved by the Department of Education pursuant to s. 1012.583, F.S. Approved instruments are available at: https://www.fldoe.org/schools/k-12-public-schools/sss/suicide-prevent.stml

F. MRT Service Components:

Mobile response services encompass an array of crisis interventions including:

1. Evaluation and assessment,

2. Development of safety or crisis plans,

3. Providing or facilitating stabilization services,

4. Supportive crisis counseling,

5. Education,

6. Development of coping skills,

7. Care coordination;

8. Linkage to appropriate resources, and

9. Connecting individuals who need more intensive mental health and substance use services to the appropriate level of care.

Telehealth is an important asset for increasing the capacity of MRTs especially in rural areas, geographically large counties, or urban areas where congested traffic patterns make meeting the 60-minute response time a challenge. Telehealth can be used to provide assessments, follow-up consultation, and initial triage to determine if an in-person response is needed to individuals via video-teleconferencing systems, phones, and remote monitoring.

An MRT's ability to successfully divert inpatient admissions depends on service availability. MRT staff who are not actively responding to calls or providing follow-up services must not have other duties and responsibilities within the Network Service Provider. During "down time," they should be conducting outreach to community partners, key stakeholders, and the general public to educate the public on the availability of and how to access services.

G. Performance Outputs

The Network Service Provider shall meet the following targets for MRT services:

1. Average response time within 60 minutes.
2. A minimum of seven (7) formal outreach activities conducted annually. This may include activities such as presenting at School Board meetings, community health fairs, and community partner meetings. Targets for outreach activities may include detoxification programs, emergency departments, schools and colleges, community behavioral health providers, law enforcement and other first responders, child protective investigators, dependency case managers, parents, family and youth run organizations, Department of Juvenile Justice, group homes, foster care organizations, 2-1-1 and other social service type call centers, as well as community leaders such as county commissions and city government. Providers may also utilize local media outlets, including television and radio, to advertise for and inform the general public about MRT services available.
3. At a minimum, the MRT shall serve, **180,** unduplicated person's through June 30th.. "Serve" means the MRT has responded to an acute care crisis and engaged with the individual and, if applicable, their family and caregivers.

H. Best Practice Considerations and Guiding Principles:

The System of Care values and principles are the foundation of MRTs. The core values include:

- **Strength-based** – move the focus from the deficits of the individual and family to focusing on their strengths and resources related to the goal of recovery. This includes viewing the individual and family as resourceful and resilient.
- **Family-driven and youth-guided** – recognize that families have the primary decision-making role in the care of their children. The individual's and family's preferences should guide care.
- **Community based with an optimal service array** – provide services in the least restrictive setting possible, and ideally in the community. Individuals should be able to obtain any behavioral health service they need in their home community. Peer support is an important component of services.
- **Trauma sensitive** – respond to the impact of trauma, emphasizing physical, psychological, and emotional safety for both service providers and individuals; and create opportunities for individuals to rebuild a sense of control and empowerment.
- **Culturally humble and linguistically competent** – be respectful of, and responsive to, the health, beliefs, practices, and cultural and linguistic needs of diverse individuals. "Culture" is a term that goes beyond race and ethnicity to include characteristics such as age, gender, sexual orientation, disability, religion, income level, education, and geographical location. Cultural humility is a long-term process of self-reflection and discovery to understand oneself and then others in order to build honest and trustworthy relationships (Tervalon & Murray-Garcia, 1998)[i]. Cultural competence applies to organizations as well as individuals. Cultural Competence is a set of behaviors, attitudes, and policies that come together in a system to work effectively in multicultural situations. Linguistic competence is the ability to communicate effectively in a way that can be easily understood by diverse audiences.
- **Coordinated** – provide care coordination for individuals with serious behavioral health conditions with an emphasis on individualized services across providers and systems. At the system level, leverage resources by analyzing funding gaps, assessing the use of existing resources from all funding streams, and identifying strategies to close the funding gaps, including the options of blending and braiding funding sources.

- **Outcome-focused** – ensure that programmatic outcome data is accessible to mangers, stakeholders, and decision makers, and that the data is meaningful and useful to those individuals. Collect feedback from each individual and family regarding the service delivery to improve outcomes of care that inform, individualize, and improve provider service delivery.

Research suggests that best practice is to provide continued crisis intervention and care coordination services as indicated for up to 72 hours. In addition to helping resolve the crisis, teams work with the individual and their families to identify and develop strategies for effectively dealing with potential future crises.

MRTs facilitate "warm handoffs" to community services, and other supports. Facilitating a warm handoff means actively connecting an individual to another service provider. This process goes beyond simply providing a referral name, phone number, and appointment time. Particularly for individuals in crisis, it has been shown that a referral alone is not adequate. Warm handoffs are a transfer of care between two providers in the presence of the individual and their family. This can involve an introduction to the new service provider during a short meeting with the crisis counselor. It is important to explain the process the individual should follow, what to expect during their first appointment, and allow them to ask questions. For additional information and resources to implement or improve the use of warm handoffs, the Agency for Healthcare Research & Quality provide resources for clinicians, staff, and a Quick Start Guide[ii]

Once this occurs, it is expected that either the crisis has resolved naturally, the individual is connected to a community-based provider who will engage the individual in services, or the individual was assisted with access to further evaluation at a designated receiving facility. MRTs will need to establish protocols for working with existing care coordination teams for individuals who are not already connected to behavioral health services, for those that are eligible.

In 2020, the Substance Abuse and Mental Health Services Administration (SAMHSA) published the *National Guidelines for Behavioral Health Crisis Care Best Practice Toolkit*.

This toolkit identifies minimum expectations and best practices for mobile crisis teams. SAMHSA identifies the mobile response teams to respond in two person teams for safety reasons. The minimum expectations are:

1. Include a licensed and/or credentialed clinician capable to assessing the needs of individuals;
2. Respond where the person is and not restrict services to select locations within the region or particular days/times; and
3. Connect individuals to facility-based care as needed through warm hand-offs and coordinating transportation.

The best practices include:

1. Incorporate peers within the mobile crisis team;
2. Respond without law enforcement accompaniment unless special circumstances warrant inclusion in order to support true justice system diversion and may include MRT transporting the person served, at the provider's discretion, to an acute care setting under the Baker Act in accordance with F.S.394.462(1)(f);
3. Implement real-time GPS technology in partnership with the region's crisis call center hub to support efficient connection to needed resources and tracking of engagement; and
4. Schedule outpatient follow-up appointments in a manner synonymous with a warm hand-off in order to support connection to ongoing care.

The toolkit is available at: https://www.samhsa.gov/sites/default/files/national-guidelines-for-behavioral-health-crisis- care-02242020.pdf.

Below are some exemplary models of MRTs developed in other states.

State of New Jersey

The Mobile Response and Stabilization Services (MRSS) System delivers mobile response services to children/youth/young adults experiencing escalating emotional and/or behavioral reactions and symptoms that impact the youth's ability to function typically (at baseline) within their family, living situation, school and/or community environments. Mobile response services are available 24 hours per day, 7 days a week, year-round, are delivered by MRSS staff and include both initial (within 1 hour) face-to-face intervention wherever the youth's need presents, and follow-up interventions, services and coordination for up to 72 hours after the initial intervention. If at the end of initial mobile response services, an individual continues to exhibit patterns of behavioral and emotional needs that require continued intervention and coordination to maintain typical functioning and prevent continued crisis reaction, at the end of the initial mobile response services, they may be transitioned to Mobile Response Stabilization Management Services that can continue to serve the individual for up to eight weeks. More information may be found at https://www.nj.gov/dcf/about/divisions/dcsc

State of Massachusetts

In Massachusetts, Mobile Crisis Intervention (MCI) is provided to youth (under the age of 21) by all emergency service program (ESP) providers. MCI provides a short-term service that is a mobile, on- site, face-to-face therapeutic response to a youth experiencing a behavioral health crisis for the purpose of identifying, assessing, treating and stabilizing the situation and reducing immediate risk of danger to the youth or others consistent with the youth's risk management/safety plan, where one exists. This service is provided 24 hours a day, 7 days a week and includes: A crisis assessment; engagement in a crisis planning process that may result in the development or update of one or more crisis planning tools (e.g., Safety Plan; Advance Communication to Treatment Providers; Supplements to Advance Communication and Safety Plan, Companion Guide for Providers on the Crisis Planning Tools for Families) that contain information relevant to and chosen by the youth and family; up to 7 days of crisis intervention and stabilization services including on-site face-to-face therapeutic response, psychiatric consultation and urgent psychopharmacology intervention, as needed; and referrals and linkages to all medically necessary behavioral health services and supports, including access to appropriate services along the behavioral health continuum of care. More information may be found at: https://www.mass.gov/doc/mobile-crisis-intervention-practice-guidelines-

Milwaukee County, Wisconsin

Milwaukee County in Wisconsin has a nationally respected and effective crisis response model for children in their region. The program is called the Mobile Urgent Treatment Team (MUTT) and its primary focus is to keep children at home with families and out of hospitals. MUTT provides MRSS services for children and adolescents (up to age 18) and addresses a family's immediate concerns about their child by phone or by responding to them in the community or in their home. Services are available 24 hours a day, seven days a week. Once called, the MUTT team immediately travels to the location where a crisis may be occurring. The team assesses the situation, including the potential for danger that the child poses to himself or others. Based on the assessment, the team weighs intervention options, including keeping the child home (with adequate support services), temporary placement in a crisis group home or other emergency setting, or hospitalization in a psychiatric facility. The team can provide short- term case management services as necessary and frequently acts as a liaison between the family and available community services. For more information, please visit:

https://county.milwaukee.gov/EN/DHHS/BHD/Childrens- Services.

King County, Washington

The Children's Crisis Outreach Response System (CCORS) in King County, Washington provides crisis outreach and stabilization services 24 hours a day, 7 days a week to all residents of King County regardless of income.
Specific services include mobile crisis outreach, which consists of specially trained teams available to respond in the child or youth's natural environment to de-escalate the situation. The team conducts mental health and suicide risk assessments and works with the family to implement ongoing services and supports to prevent future crises.
CCORS also provides non-emergency outreach appointments, available within 24-48 hours for families who are not in immediate crisis but require timely support and linkages to services. Crisis stabilization services in the form of in- home support are available for up to 8 weeks following the initial acute crisis. Intensive crisis stabilization services (90-day in-home support) and crisis stabilization beds are also available to specialty populations. More information may be found at: https://www.kingcounty.gov/depts/community-human-services/mental-health-substance-abuse/services/Youth/CrisisOutreach.aspx.

Maine Behavioral Health Care Crisis Team

After police respond to a call involving a juvenile, the officer completes a police juvenile reporting form and sends it to the Maine Behavioral Healthcare crisis team. A clinician then calls the family to arrange an assessment, provide resources and services and provide later follow-up to ensure the family has engaged in referred services. The reporting form captures critical information for tracking and accountability. In addition, parents of juveniles in crisis use the form as a tool to convey concerns and record problem behavior to mental health professionals. With parental consent, they use the information to inform the school system and help prepare an appropriate response to the child's needs. The result is a program that recognizes juveniles at risk at the earliest possible stage, captures relevant and useful information, secures an appropriate referral network and tracks results for mutual accountability. The results of the program were decisive—86 percent of the families reported that only one response was needed to receive the appropriate resources. More information may be found at: https://mainehealth.org/services/behavioral-mental-health/mental-health-crisis-services.

Central Ohio

Brings together crisis intervention specialists, therapists, case managers and other staff members who pair up to visit teens and young adults in schools, jails, hospital emergency rooms and other places to connect them with mental health services. Initially contacted though the community crisis hotline, the flow with a 2-1-1 call that is triaged and sent to a helpline. Appropriate calls are sent to the behavioral health provider crisis staff who again triages and respond in-person with a secondary staff person, who may be a therapist or case manager.

I. Additional Resources

There are many resources available online related to mental health services. This is not meant to be an all-inclusive list, but rather a starting point for additional resources.

The Substance Abuse and Mental Health Services Administration (SAMSHA) has a resource tool on screening for behavioral health risk in school, available at: https://www.samhsa.gov/sites/default/files/ready_set_go_review_mh_screening_in_schools_508.pdf

The U.S. government has sponsored a Stop Bullying campaign with tips and information at:

https://www.stopbullying.gov/

Zero Suicide is a commitment to suicide prevention in health and behavioral health care systems and is also a specific set of strategies and tools; a toolkit is available at: http://zerosuicide.edc.org/toolkit

Department-sponsored webinars on mobile response services, provided at no cost to the provider by the Florida Certification Board, are accessible by creating a free account with the Florida Certification Board at: https://flcertificationboard.org/education-training/continuing-education/ and searching for the title of the webinars below:

- Introduction to Mobile Response Teams (2019)
- Mobile Response Teams: Strengths-Based Crisis Planning (2019)
- Mobile Response Teams: Crisis Assessment and Intervention (2019)
- Building Partnerships with Local Resources for Crisis Response (2019)

[i] Tervalon, M., & Murray-García, J. (1998). Cultural humility versus cultural competence: a critical distinction in defining physician training outcomes in multicultural education. *Journal of health care for the poor and underserved*, *9*(2), 117–125. https://doi.org/10.1353/hpu.2010.0233

[ii] https://www.ahrq.gov/professionals/quality-patient-safety/patient-family-gagement/pfeprimarycare/interventions/warmhandoff.html.

Exhibit AZ

Mental Health Clubhouse Services - Supported Employment

Overview: The Network Provider is funded to provide Mental Health Clubhouse Services defined as a structured, evidence-based services designed to both strengthen and/or regain the individual's interpersonal skills, provide psycho-social therapy toward rehabilitation, develop the environmental supports necessary to help the individual thrive in the community and meet employment and other life goals and promote recovery from mental illness. Services are typically provided in a community-based program with trained staff and members working as teams to address the individual's life goals and to perform the tasks necessary for the operations of the program. The emphasis is on a holistic approach focusing on the individual's strengths and abilities while challenging the individual to pursue those life goals. This service would include, but not be limited to, clubhouses certified under the International Center for Clubhouse Development. This covered service may not be provided to a person less than 18 years old.

Funding: This service is funded under OCA MHEMP. For additional funding information please refer to Exhibit H, Funding Detail.

Exhibit BD

Guidance 42
State Opioid Response (SOR) Project

Contract Reference:	Section C-1.2.3.25 (Prime Contract)
Authorities:	Substance Abuse and Mental Health Services Administration (SAMHSA) Grant Number TI085766
Frequency:	*Ongoing*
Due Date:	Monthly

I. Purpose

To ensure the implementation of the State Opioid Response (SOR) Project pursuant to Substance Abuse and Mental Health Services Administration (SAMHSA) Grant Number TI085766. The Managing Entity shall require that SOR funded providers adhere to the service delivery requirements herein. The purpose of the SOR Grant is to address the needs of individuals with opioid or stimulant misuse and use disorders by increasing access to medication assisted treatment, evidence-based programs, and other necessary recovery support services including expansion and support for Recovery Community Organizations, Oxford Houses, and naloxone saturation. The SOR project is a collaboration between the Department, Managing Entities, subcontracted Network Service Providers, and other nonprofit organizations and system partners to ensure access is available to treat opioid and stimulant misuse and use disorders, provide community and school-based prevention services, as well as ensure access to a broad array of recovery support options that follow the principles and values of a Recovery Oriented System of Care. For additional information on ROSC please visit the Recovery Oriented System of Care (ROSC) | Florida DCF (myflfamilies.com) page on the Department's website or see **Guidance Document 35, Recovery Management Practices**. The SOR Resource Guide will provide additional details and is referenced throughout this document.

The goals for Grant Number TI085766 (SOR-3) are:

- **A.** Reduce numbers and rates of opioid-related deaths.
- **B.** Prevent opioid and stimulant misuse.
- **C.** Increase access to the most effective treatment and recovery support services for opioid and stimulant use disorders.

II. Eligibility for Grant Funded Services

To be eligible for SOR program services, individuals must meet all the following criteria:

- **A.** Be indigent, uninsured, or underinsured.
- **B.** Identified as having an opioid or stimulant use disorder or as having misused opioids or stimulants.

III. Allowable Covered Services

Allowable expenses include the following Covered Services as defined by Rule 65E-14.021, F.A.C.:

- **A.** Aftercare.
- **B.** Assessment.
- **C.** Care Coordination.
- **D.** Case Management.

E. Crisis Support/Emergency.

F. Day Care.

G. Drop In/Self-Help Centers.

H. HIV Testing and Referral to Treatment (HIV Early Intervention Services).

I. Incidental Expenses.

J. Information and Referral.

K. In-Home and On-Site.

L. Intensive Case Management.

M. Intervention.

N. Medical Services.

O. Medication-Assisted Treatment.

P. Outreach.

Q. Outpatient.

R. Prevention- Indicated, Selective, Universal Direct, and Universal Indirect.

S. Recovery Support.

T. Residential Levels I, II, III, and IV.

U. Respite Services.

V. Substance Abuse Inpatient and Outpatient Detoxification.

W. Supported Employment.

X. Supportive Housing/Living.

Additional details on allowable expenses can be found in the SOR Resource Guide.

IV. Managing Entity Responsibilities

Each Managing Entity shall work to increase access to treatment for opioid and stimulant misuse and use disorders including increasing access to medication assisted treatment, evidenced-based prevention programs, and expanding recovery support services. Activities to support these responsibilities include:

A. Subcontract Requirements

Participating Managing Entities shall subcontract with Network Service Providers to deliver any service(s) in the array specified in Section III and further detailed in the SOR Resource Guide. Required reports should be submitted on time as outlined in Section VI. The Managing Entity shall include subcontract terms requiring the Network Service Providers to:

1. Comply with all SAMHSA required data collection.

a. Complete the Government Performance and Results Act (GPRA) tool on each individual receiving treatment or recovery support services as outlined in the SOR Resource Guide.

b. Enter GPRA data into the Web Infrastructure for Treatment Services (WITS) no later than seven days after the GPRA is conducted.

c. Ensure individuals who are receiving treatment and recovery support services funded by the SOR grant and are part of the evaluation using the GPRA, are aware of the data collection process and have consented to be part of the evaluation.

d. Subcontract Providers will provide Tier 1 support to their staff.

e. Managing Entities will provide Tier 2 support to their Network Service Providers. A description of support tiers can be found in the SOR Resource Guide.

f. Document incentive distribution. A $30 noncash incentive may be provided to individuals who complete the 6-month follow-up GPRA.

g. Provide technical assistance to Network Service Providers when follow-up GPRA compliance rates fall below 80%.

2. Recovery Community Organizations (RCOs) shall perform the following tasks:

a. If the RCO has a SOR-funded Recovery Data Platform (RDP) license, all data must be entered by the 18th of each month.

b. Use the Recovery Capital Scale and Brief Assessment of Recovery Capital when working with individuals to build their recovery plan.

c. Compete and submit a monthly activity report as outlined in **Section VI**.

3. Jail and hospital bridge programs will submit monthly reports as outlined **Section VI**.

4. Enter services into FASAMS by the 18th of each month. A complete list of covered services is outlined in **Section III**. A list of covered services and Other Cost Accumulators (OCAs) can be found in the SOR Resource Guide.

B. Prevention

1. Evidenced-Based Prevention Programs

The primary prevention services funded under this project must have evidence of effectiveness at preventing opioid misuse, stimulant misuse, or other illicit drug use. The list of approved, evidence-based programs that providers can choose from are as follows:

a. Botvin LifeSkills (including the Prescription Drug Abuse Prevention Module)

b. Guiding Good Choices

c. Positive Action

d. Teen Intervene

e. Caring School Community

f. Project SUCCESS

g. Strengthening Families Program (for Parents and Youth 10-14)

h. SPORT Prevention Plus Wellness

i. Project Towards No Drug Abuse

j. InShape Prevention Plus Wellness

k. PAX Good Behavior Game

Managing Entities may request permission to implement evidence-based programs not listed above, subject to Department approval. Requested evidence-based programs should include experimental or quasi-experimental research demonstrating statistically significant reductions in substance use outcomes regarding the program they would like to utilize. For additional information on evidence-based guidelines, please see **Guidance Document 1.**

2. Media Campaign

SOR funds will be used to implement media campaigns targeting prescription opioid or stimulant misuse with messages about safe use, safe storage, and safe disposal, disseminated through various mediums (e.g., websites, television, radio, billboards, social media, direct mail, etc.), which may be coupled with prescription drug take-back boxes and events, the distribution of drug deactivation pouches, and naloxone nasal spray. These campaigns may address the risks associated with pressed, counterfeit pills that are now commonly adulterated with synthetic opioids like fentanyl.

3. Naloxone Distribution

Ensure that Network Service Providers are enrolled in the Department's Overdose Prevention Program and are providing education on overdose recognition and response, in conjunction with a minimum of two take-home naloxone kits to individuals at risk of experiencing an opioid overdose and to their loved ones that may witness an overdose.

C. Treatment

To ensure access and expansion of treatment services, the Managing Entity shall:

1. SOR- Funded Recovery Oriented Monitorings (ROMs)

a. Coordinate with the Recovery Oriented Quality Improvement Specialist (ROQIS) to conduct (ROMs) on all SOR-funded facilities utilizing the process and protocols outlined in **Guidance Document 35**.

b. Support the development of positive working relationships between the ROQIS and Network Service Providers.

2. Medication Assisted Treatment (MAT)

a. Increase access to low barrier MAT induction.

1) Expand hospital bridge programs between Emergency Departments (EDs) and community-based providers to link individuals with opioid misuse or use disorders identified in EDs with treatment and support services.

2) Expand jail bridge programs between local jails and community providers to link individuals passing through jails with opioid misuse or use disorders to MAT treatment and support services while incarcerated with a seamless transition back into the community.

3) Expand capacity by increasing the number MAT providers in each service area.

b. Improve retention in care by eliminating barriers to treatment such as removing language regarding participation in other therapeutic services as a requirement in order to receive MAT. A joint letter from SAMHSA and the FDA (Food and Drug Administration) sent in May of 2023 clarified the importance of other therapeutic services as part of a comprehensive treatment plan to treat opioid use disorders, while also reiterating that supplying buprenorphine should not be made contingent upon participation in such services.

3. Evidenced-Based Treatment

Expand access to evidence-based treatment for stimulant misuse and use disorders using the following approved methods:

a. Community Reinforcement Approach.

b. Motivational Interviewing.

c. Cognitive Behavioral Therapy.

D. Recovery Support

1. SOR-3 funds should be used to provide recovery supports including but not limited to:

a. Peer supports.

b. Recovery coaches.

c. Vocational training.

d. Employment support.

e. Transportation.

f. Childcare.

g. Legal assistance.

h. Recovery Community Organizations.

i. Housing supports (i.e., application fees, deposits, rental assistance, utility deposits, and utility assistance).

j. Dental kits to promote oral health for individuals with OUD enrolled in treatment with buprenorphine (i.e., dental kits are limited to items such as toothpaste, toothbrush, dental floss, non-alcohol containing mouthwash, and educational information related to accessing dental care).

k. Recovery Housing. Providers and Managing Entities must ensure that recovery housing supported under this grant is through houses that are certified by the Florida Association of Recovery Residences, unless the house is operated by an entity under contract with an Managing Entity or by Oxford House, Inc.

2. Peer Workforce Expansion

Certified Recovery Peer Specialists (CRPS) provide nonclinical support. Managing Entities should expand CRPSs capacity by:

a. Supporting Recovery Community Organization (RCO) sustainability efforts.

b. Supporting Bridge Programs and Coordinated Opioid Recovery Network of Addiction Care programs.

E. Behavioral Health Consultants

Behavioral Health Consultants (BHCs) are licensed clinicians or certified substance use professionals that support child welfare professionals. Using their clinical expertise, they assist child protective investigators and dependency case managers to build knowledge within front line staff in the identification of substance use disorders and behavioral health conditions, improve engagement with families, and improve access to treatment. A monthly summary is due to the Department each month by the 18th.

V. Grant Funding Restrictions

This is not a complete list of restrictions. For a complete list please see SAMHSA's Award Standard and Terms, Department of Health and Human Services Policy Statement, and Code of Federal Regulations.

A. Denial Of Care

Funds may not be used by any provider that denies any eligible individual access to their program because of their use of FDA-approved medications for the treatment of substance use disorders, namely methadone, buprenorphine, and naltrexone. In all cases, MAT must be permitted to be continued for as long as the prescriber determines that the medication is clinically beneficial. Providers must assure that individuals will not

be compelled to no longer use MAT as part of the conditions of any programming if stopping is inconsistent with a licensed prescriber's recommendation or valid prescription.

B. Direct payments to persons served

Funds may not be used to make direct payments to individuals to induce them to enter prevention, treatment, or recovery support services.

C. Limits on detoxification services

Funds may not be used to provide detoxification services unless it is part of the transition to extended-release naltrexone (Vivitrol). SAMHSA has declared that "Medical withdrawal (detoxification) is not the standard of care for opioid use disorders, is associated with a very high relapse rate, and significantly increases an individual's risk for opioid overdose and death if opioid use is resumed. Therefore, medical withdrawal (detoxification) when done in isolation is not an evidence-based practice for OUD. If medical withdrawal (detoxification) is performed, it must be accompanied by injectable extended-release naltrexone to protect such individuals from opioid overdose in relapse and improve treatment outcomes."

D. Construction

Funds may not be used to pay for the purchase or construction of any building or structure to house any part of the program.

E. Executive salary limits

Funds may not be used to pay the salary of an individual at a rate in excess of $203,700. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to your organization. This salary limitation also applies to subrecipients under a SAMHSA grant or cooperative agreement.

F. Treatment using medical marijuana

SAMHSA grant funds may not be used to purchase, prescribe, or provide marijuana or treatment using marijuana. See, e.g., 45 CFR § 75.300(a) (requiring HHS to ensure that Federal funding is expended in full accordance with U.S. statutory and public policy requirements); 21 U.S.C. 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana).

G. Meals

Food/meals, snacks, drinks cannot be purchased with SOR funds.

H. Other funding sources

SOR funds shall not be utilized for services that can be supported through other accessible sources of funding such as other federal discretionary and formal grant funds, non-federal funds, third party insurance, and sliding self-pay among others that the individual can meet criteria to access those funding sources.

I. Sub-grantee travel

Travel is not allowable for sub-grantees unless the travel is tied to a service. For consideration each Managing Entity may develop a detailed budget to be submitted annually with the grant budget for SAMHSA approval.

J. Conferences

Conference registration fees are not allowable to sub-grantees unless the expense has been detailed in the budget justification narrative and approved by SAMHSA and the Department.

K. Promotional items

SAMHSA grant funds may not be used for Promotional Items. Promotional items include but are not limited to

clothing and commemorative items such as pens, mugs, cups, folders, folios, lanyards, and conference bags. For additional information see, HHS Policy on the Use of Appropriated Funds for Promotional Items.

L. Comingling of grant funds

Per SAMHSA's Award Standard Terms and Conditions, SAMHSA funds must retain their award-specific identity − they may not be commingled with state funds or other federal funds. "Commingling funds" typically means depositing or recording funds in a general account without the ability to identify each specific source of funds for any expenditure.

VI. Required Reporting

1. **Reporting Template 34** - In addition to the service data reported in accordance with DCF Pamphlet 155-2 the Managing Entity shall submit **Template 34 – State Opioid Response Report** no later than the 10th of each month.

2. **Individual Served Count and WITS Entry Report** – The Network Provider shall submit a monthly Individual Served Count and WITS Entry Report no later than the 10th of each month. The report shall include the following:

    - Individual Served Count: Number of individuals currently served in SOR with service after 9/30/23.
    - WITS Entry Status:
        - Total entered in WITS from the count above.
        - Total not yet entered.
    - GPRA Data Completion (if applicable**):**
        - Describe current status: Is there a backlog? How significant?
        - Provide expected catch-up date: If there is a backlog, when will data entry be complete?

3. **Compliance Rate Summary Report**– The Network Provider shall submit a monthly Compliance Rate Summary report no later than the 10th of each month. The report shall include the following:

    - PDF of WITS Compliance Rate Summary report for the previous month
    - Written explanation/update:
        - Plan for obtaining missing GPRAs: Outline steps and timeline.
        - Strategies for maintaining 80% compliance rate.

VII. Grant Fiscal Year

The SOR Grant fiscal year is September 30th through September 29. All invoices for services rendered during the grant fiscal year should be submitted on or before November 30.

Exhibit BE
Tele- Behavioral Health Services
For Services Provided to Children & Families Engaged in the
Monroe County School System – OCA MHTLH

A. PURPOSE

The purpose of this funded project is to expand an integrated telecommunications technology platform used by the Network Provider for behavioral health services provided to children, adolescents and families engaged in the Monroe County Public School system.

B. HISTORY/BACKGROUND OF FUNDING:

In 2020, the Florida Legislature passed HB945, amending s. 394, F.S., requiring the implementation of a coordinated system of care which integrates services provided through providers funded by the state's child-serving systems and facilitating access by children and adolescents, as resources permit, to needed behavioral health treatment and services at any point of entry regardless of the time of year, intensity, or complexity of the need, and other systems with which such children and adolescents are involved, as well as treatment and services available through other systems for which they would qualify.

C. ALLOWABLE COSTS/SERVICE ARRAY

All covered services described in chapter. 65E-14.021, F.A.C., are allowable when delivered by telehealth platforms to otherwise eligible students and their families.

Any technology and system implementation supports needed to address identified needs for behavioral telehealth services to students and their families engaged with the school system. This may include the purchase of equipment, software, licenses, training, hosting and maintenance, and technical support services needed for the selected telehealth platform.

Any combination of behavioral telehealth services of technology and system implementation supports.

D. FUNDING:

Refer to Exhibit G, Covered Services Funding by OCA and Exhibit H, Funding.

E. CLIENT ELIGIBILITY CRITERIA:

1. Children, adolescents and their families engaged in the Monroe County Public School system.

2. To be eligible to receive substance abuse and mental health services funded by the Department, an individual must be indigent, uninsured, or underinsured and meet at least one of the target populations in s. 394.674, Florida Statutes.
   Link to s. 394.674, Florida Statute:
   http://www.leg.state.fl.us/STATUTES/index.cfm?App_mode=Display_Statute&URL=0300-0399/0394/0394.html

F. REFERRALS: Referral Sources – Monroe County Public Schools and the Managing Entity.

G. STAFFING PATTERN: The Network Provider has sixteen (16) counselors and therapists who are co-located in each public school and four charter schools at least one day per week.

H. DESCRIPTION OF SERVICES

Telehealth is the delivery of an evaluation, assessment, consultation, treatment planning, or other allowable service via non-public facing live videoconference between a licensed clinician and an individual.

1. The Network Provider has a long-standing partnership with Monroe County School District including being part of the district school mental health plan for the past 3 years. GCC is the contracted provider in the Keys for behavioral health services (which includes the use telehealth services) in and for the school system. This funding allows for expansion of behavioral health services to school aged children with various accommodations available to implement various types of behavioral health care.

2. The Network Provider uses various evidenced based practices including Apple A Day, Project Success, Wraparound, Cognitive behavioral therapy, and Sesame Street in Communities

3. Use of technology: The platform used for telehealth is Blue Jeans which is a free application that is HIPPA compliant that allows for face to face services from/to anywhere from any computer or smart phone.

4. The Network Provider outpatient offices are open Monday through Friday from 8 am to 5 pm excluding holidays. However, children's services are community based and offered with flexibility to meet the needs of the clients and families serviced. In addition, 24-hour crisis line is available to triage emergencies.

I. LICENSES:

For licensable services to be provided with these funds, the Network Provider shall have and maintain correct and current Department of Children and Families, as required by Rule 65D-30,

F.A.C., Licensure Standards for Substance Abuse Services, and only bill for services under those licenses. In the event any of the Network Provider's license(s) is suspended, revoked, expired or terminated, the ME shall suspend payment for services delivered by the Network Provider under such license(s) until said license(s) is reinstated.

J. PRIVACY AND SECURITY / TELEHEALTH PLATFORM:

1. **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 Contract.

2. **Confidential Client and Other Information:**
   Except as provided by this Contract, the Network Provider shall not 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 Network Provider or its subcontractors incidental to performance under this Contract.

3. **Telehealth Platform:**
   The Network Provider must use a tele-behavioral health software platform that is HIPAA compliant and provides secure, encrypted, audio-video conferencing to communicate with consumers.

   The Managing Entity approved tele-behavioral health software platform for this project is Blue Jeans which is HIPAA compliant – staff can also use texting is also an option from work issued cell phones provided that that client has signed consent.

K. DATA REPORTING AND COLLECTION REQUIREMENTS:

1. Service Data: Service Data must be submitted monthly by the 4th of every month following the month of service into the ME's designated data system and must comply with the requirements of the FASAMS DCF Pamphlet 155-2.

2. Monthly Tracker: The Network Provider must submit Referral Monthly Tracker using the template provided by the ME by the 10th of every month for data from the previous month to the ME's Contract Manager.

3. Return on Investment – At the discretion of the ME, the Network Provider may be required to submit quarterly return on investment reports.

4. Any adhoc reports requested by the ME.

L. NUMBERS TO BE SERVED:

Proposed number of clients/families to be served with this funding: **25**

Refer to Exhibit D, Substance Abuse & Mental Health Required Performance Outcomes & Outputs, for a listing or all required performance measures applicable to this project.

M. MEETINGS/TRAININGS:

1. The Network Provider will ensure that its staff is properly trained on the utilization of the telehealth platform, goals and objectives, evidence-based practices and screenings.

2. The Network Provider shall meet with the ME's staff at regularly scheduled or specially called meetings and/or trainings when notified by the ME.

Exhibit BH
(Guidance 35)
Recovery Management Practices

Discussion: The purpose of this document is to provide direction and recommendations for implementation of Recovery Management practices in Network Service Providers. These practices are accomplished using Florida's Recovery-Oriented System of Care (ROSC) Framework. This document provides best practice standards to transform delivery of care to one that focuses on sustainable wellness and recovery.

I. DEFINITIONS

A. Peer Specialist: As defined in s. 397.311(30), F.S.

B. Recovery: As defined in s. 397.311(37), F.S.

Through key stakeholder engagement, SAMHSA developed the following working definition of recovery.[1]

Recovery is a process of change through which individuals improve their health and wellness, live self-directed lives, and strive to reach their full potential.

This definition describes recovery as a process, not an end state. Complete symptom remission is neither a prerequisite of recovery nor a necessary process outcome. Recovery can have many pathways including professional clinical treatment and use of medications; family, school, and faith-based supports; peer support and other approaches. Four major dimensions support a life in recovery:

1. Health: Learning to overcome, manage, or more successfully live with symptoms; and making health choices that support one's physical and emotional wellbeing.
2. Home: A safe, stable place to live.
3. Purpose: Meaningful daily activities such as, work, school, volunteer activities, or creative endeavors; an increased ability to lead a self-directed life; and meaningful engagement in society.
4. Community: Relationships and social networks providing support, friendship, love, and hope.

C. Recovery Management (RM): A philosophical framework for organizing treatment services to provide pre- recovery identification and engagement, recovery initiation and stabilization, long-term recovery maintenance, and quality-of-life enhancement for individuals and families affected by behavioral health disorders.[2]

D. Recovery-Oriented: Recovery-Oriented care recognizes that each person must be the agent of and the central participant in their own recovery journey. All services and supports need to be organized to support the developmental stages of this process.

E. Services should instill hope, be person and family-centered, offer choice, elicit and honor each person's potential for growth, build on a person's and family's strengths and interests, and attend to the overall quality of life, including health and wellness. These values can be the

[1] (Recovery, 2010)
[2] White, W. (2008). Recovery management and recovery-oriented systems of care. Chicago: Great Lakes Addiction Technology Transfer Center, Northeast Addiction Technology Transfer Center and Philadelphia Department of Behavioral Health and Mental Retardation Services.

foundation for all services regardless of the service type.

F. Recovery-Oriented system of care (ROSC): A value-driven framework to guide transformation of a behavioral health system of care. The framework structures behavioral health systems to involve a network of clinical, nonclinical services, and supports that sustain long-term, community-based recovery. Formal and informal service networks are developed and mobilized to sustain long-term recovery for individuals and families impacted by behavioral health disorders. ROSC reflects variations in each community's vision, institutions, resources, and priorities. The "system" is not a treatment agency but a macro-level organization of a community, a state, or a nation.

G. Recovery Capital: Recovery capital is the breadth and depth of internal and external resources that can be drawn upon to initiate and sustain recovery.

H. Recovery Support: As defined in s 397.311(40), F.S.

I. Support Services: As defined in s. 394.67(16)(c), F.S.

II. ROSC TRANSFORMATION OVERVIEW

Based on the Department's Florida Substance Abuse and Mental Health Plan Triennial State and Regional Master Plan[3]3, Florida's behavioral health, recovery-oriented transformation includes:

A. Action-Oriented Priority Areas to Foster:

1. **Collaborative Service Relationship** indicated by a mutual service relationship between the provider and the service recipient that shift from a hierarchy model to the shared decision-making process and best practices that support the service recipients.
2. **Cross-system Partnerships** indicated by strategically leveraging resources and working across sectors to achieve common goals.
3. **Community Integration** indicated by assertively connecting service recipients to natural community- based resources to promote development of interest, skills, and supportive relationships.
4. **Community Health and Wellness** indicated by a focus on prevention, early intervention, wellness and increased recovery capital through targeted community education, strategic partnership development, and improved connections between system and local communities.
5. **Peer-based Recovery Support** indicated by increasing access to peer-based recovery support services.

B. Goals of a Recovery-Oriented System of Care

1. Promote good quality of life community health and wellness for all.
2. Prevent the development of behavioral health conditions.
3. Intervene earlier in the progression of illnesses.
4. Reduce the harm caused by substance use disorders and mental health conditions on individuals, families, and communities.

[3] Florida Substance Abuse and Mental Health Plan, Triennial State and Regional Master Plan, Fiscal Years 2019-2022, Department of Children and Families, Office of Substance Abuse and Mental Health, May 30, 2019

5. Provide the resources to assist people with behavioral health conditions to achieve and sustain their wellness and build meaningful lives for themselves in their communities.

C. Best Practice Standards as defined in Table 1.

D. Performance Domains for Quality Improvement Monitoring.

The practices below are aligned with the Department's Recovery Oriented Quality Improvement Monitoring process and protocols produced by Florida Certification Board.

1. Meeting Basic Needs indicated by assessment, planning and delivery of all services to first address basic needs.
2. Comprehensive Services indicated by treatment and recovery supports that provide for a variety of treatment and recovery support modalities.
3. Medication Assisted Treatment where applicable indicated by the provision of information on psychotropic medication and medication-assisted treatment (MAT).
4. Strength Based Approach indicated by treatment delivery and planning that are fundamentally oriented toward individual's strengths rather than deficits.
5. Customization and Choice indicated by the planning and delivery of all services and supports are designed to address the unique circumstances, history, needs, expressed preferences, and capabilities of individuals receiving services.
6. Opportunity to Engage in Self-Determination indicated by the level of involvement of the individual determining treatment approaches and other recovery-oriented services.
7. Network Supports and Community Engagement indicated by active efforts in the planning and delivery of services to involve environmental supports in the individual's treatment and overall recovery that promotes community integration.
8. Recovery Focus indicated by providing services that are centered on helping individuals to achieve recovery goals and ensuring ongoing and seamless connections with services and supports.

E. Potential Practice Changes as described in Table 1.

The Department's goal is to transform its publicly funded behavioral health services to a more recovery-oriented system. The Department also acknowledges regional and community variances in terms of visions, institutions, resources, and priorities. Due to these variations, transformation practices discussed here are not proscriptive of best practice standards and the Department does not expect that all practices will be executed in every region or community. Specific regional best practices will be directed by each Managing Entity in consultation with the Department and key stakeholders. **Table 1** includes a list of best practice standards and changes in practice.

Table 1 ROSC Implementation Crosswalk

Best Practice Standards	Performance Domains for Quality Improvement	Potential Practice Changes
Assessment: Greater use of global and strength-based assessment instruments and interview protocol; shift from assessment as an intake activity to assessment as a continuing activity focused on the developmental stages of recovery.	**Meeting Basic Needs**	***Conduct Global Assessments:*** Use holistic, culturally relevant assessments, use strengths-based assessment procedures and interview protocols; shift from assessment as an intake activity to assessment as a continuing activity focused on the developmental stage of recovery. Focus the assessment on multiple life domains rather than primarily on the presenting problems.
Clinical Care: Greater accountability for delivery of services that are evidence-based, gender-sensitive, culturally competent, and trauma informed; greater integration of professional counseling and peer-based recovery support services; considerable emphasis on understanding and modifying each client's recovery environment; use of formal recovery circles (recovery support network development). **Service Dose and Duration:** Dose and duration of total services will increase while number and duration of acute care episodes will decline; emphasis shifts from crisis stabilization to ongoing recovery coaching; great value placed in continuity of contact in a primary recovery support relationship over time. **Post-treatment Checkups and Support:** Emphasis on recovery resource development (e.g., supporting alumni groups and expansion/diversification of local recovery support groups); assertive linkage to communities of recovery; face-to-face, telephone-based, or Internet-based post-treatment monitoring and support; stage-appropriate recovery education; and, when needed, early re-intervention.	**Comprehensive Services**	***Promote Retention:*** Enhance rates of service retention and reduce rates of service disengagement and administrative discharge by utilizing outreach workers, enhancing peer-based recovery support services in the treatment context, providing culturally competent services, providing a menu of service options so that care is individualized, and incorporating family members and other important allies as desired. Develop assertive approaches to helping people remain connected to natural community-based supports.
		Expand the Focus of Services and Supports: Expand the focus beyond sobriety, symptom management, or biopsychosocial stabilization, to assisting individuals with building lives in the community and promoting community health. Focus on what people and communities want to become rather than what we want them to stop doing. Strengthen the family and community contexts so that individuals have increased access to natural supports, which sustain recovery and wellness beyond their involvement in a treatment episode. Facilitate the development of recovery maintenance skills rather than only recovery initiation skills. Provide clinical services that are recovery-focused, evidence-based, developmentally appropriate, gender-sensitive, culturally competent, trauma-informed and integrated with a broad spectrum of non-clinical recovery support services. Provide prevention supports that strengthen individual, family and community protective factors and reduce risk factors for substance use.
		Ensure a Sufficient Continuum of Care with Appropriate Dose/Duration of Services: Provide doses of treatment services across levels of care that are associated with positive recovery outcomes. Facilitate continuity of contact in a primary recovery-support relationship over time and across levels of care.
		Develop strong cross-system partnerships to achieve common goals: Build meaningful collaborations across systems such as criminal justice, behavioral health, child welfare, housing, public health, education, transportation, to strategically leverage resources and achieve intersecting goals.
		Increase Service Access: Assure rapid access to treatment with minimal wait times. During unavoidable wait times, engage people through peer-based supports within treatment. Ensure that there are no limitations to accessing treatment based on past utilization and/or outcomes.

Table 1 ROSC Implementation Crosswalk		
Best Practice Standards	**Performance Arenas for Quality Improvement Monitoring**	**Potential Practice Changes**
Clinical Care: Greater accountability for delivery of services that are evidence-based, gender-sensitive, culturally competent, and trauma informed; greater integration of professional counseling and peer-based recovery support services; considerable emphasis on understanding and modifying each client's recovery environment; use of formal recovery circles (recovery support network development).	**MAT**	***Conduct Global Assessments:*** Use holistic, culturally relevant assessments, use strengths-based assessment procedures and interview protocols; shift from assessment as an intake activity to assessment as a continuing activity focused on the developmental stage of recovery. Focus the assessment on multiple life domains rather than primarily on the presenting problems.
		Promote Health Activation: Shift towards philosophy of choice rather than prescription of pathways and styles of recovery/support, greater client authority and decision making within the service relationship, emphasis on empowering clients to self-manage their own recoveries and identify their personal life and treatment goals. Similarly, empower the community to identify their strengths that can be mobilized to promote wellness.
Assessment: Greater use of global and strength-based assessment instruments and interview protocol; shift from assessment as an intake activity to assessment as a continuing activity focused on the developmental stages of recovery. **Service Relationship:** Service relationships are less hierarchical with counselor serving more as ongoing recovery consultant than professional expert; more a stance of "How can I help you?" than "This is what you must do."	**Strengths Based Approach**	***Facilitate Individualized, Person Centered Service Planning:*** Ensure that treatment and recovery/wellness planning processes are individualized, directed by the person/family, and are grounded in the broader life goals that people have for themselves rather than clinical goals.
		Promote Health Activation: Shift towards philosophy of choice rather than prescription of pathways and styles of recovery/support, greater client authority and decision making within the service relationship, emphasis on empowering clients to self-manage their own recoveries and identify their personal life and treatment goals. Similarly, empower the community to identify their strengths that can be mobilized to promote wellness.
Role of Client: Shift toward philosophy of choice rather than prescription of pathways and styles of recovery; greater client authority and decision-making within the service relationship; emphasis on empowering clients to self-manage their own recoveries. **Service Relationship:** Service relationships are less hierarchical with counselor serving more as ongoing recovery consultant than professional expert; more a stance of "How can I help you?" than "This is what you must do."	**Customization and Choice**	***Promote Health Activation:*** Shift towards philosophy of choice rather than prescription of pathways and styles of recovery/support, greater client authority and decision making within the service relationship, emphasis on empowering clients to self-manage their own recoveries and identify their personal life and treatment goals. Similarly, empower the community to identify their strengths that can be mobilized to promote wellness.
		Promote Collaborative Service Relationships: Shift the relationship with clients and community members from a hierarchical expert-patient model to a partnership/consultant model. The helping stance changes from "this is what you must do" to "how can I help you?"
		Expand the Focus of Services and Supports: Expand the focus beyond sobriety, symptom management, or biopsychosocial stabilization, to assisting individuals with building lives in the community and promoting community health. Focus on what people and communities want to become rather than what we want them to stop doing. Strengthen the family and community contexts so that individuals have increased access to natural supports, which sustain recovery and wellness beyond their involvement in a treatment episode. Facilitate the development of recovery maintenance skills rather than only recovery initiation skills. Provide clinical services that are recovery-focused, evidence-based, developmentally appropriate, gender-sensitive, culturally competent, trauma-informed and integrated with a broad spectrum of non-clinical recovery support services. Provide prevention supports that strengthen individual, family and community protective factors and reduce risk factors for substance use.

Table 1 ROSC Implementation Crosswalk		
Best Practice Standards	**Performance Arenas for Quality Improvement Monitoring**	**Potential Practice Changes**
Engagement Greater focus on early identification via outreach and community education; emphasis on removing personal and environmental obstacles to recovery; shift in responsibility for motivation to change from the client to service provider; loosening of admission criteria; renewed focus on the quality of the service relationship. **Retention:** Increased focus on service retention and decreasing premature service disengagement; use of peers, outreach workers, recovery coaches, and advocates to reduce rates of client disengagement and administrative discharge. **Attitude toward Re-admission:** Returning clients are welcomed (not shamed); emphasis on transmitting principles and strategies of chronic disease management; focus on enhancement of recovery maintenance skills rather than recycling through standard programs focused on recovery initiation; emphasis on enhancing peer-based recovery supports and minimizing need for high-intensity professional services.	**Opportunity to Engage in Self-Determination**	***Facilitate Individualized, Person Centered Service Planning:*** *Ensure that treatment and recovery/wellness planning processes are individualized, directed by the person/family, and are grounded in the broader life goals that people have for themselves rather than clinical goals.* ***Peer-based Recovery Support Services:*** Expand the availability of non-clinical, formal (paid) and informal (non-paid) peer-based recovery support services and integrate them with professional and peer-based services.
Service Delivery Sites: Emphasis on transfer of learning from institutional to natural environments; greater emphasis on home-based and neighborhood-based service delivery; greater use of community organization skills to build or help revitalize indigenous recovery supports where they are absent or weak. **Service Relationship:** Service relationships are less hierarchical with counselor serving more as ongoing recovery consultant than professional expert; more a stance of "How can I help you?" than "This is what you must do." **Attitude toward Re-admission:** Returning clients are welcomed (not shamed); emphasis on transmitting principles and strategies of chronic disease management; focus on enhancement of recovery maintenance skills rather than recycling through standard programs focused on recovery initiation; emphasis on enhancing peer-based recovery supports and minimizing need for high-intensity professional services.	**Network Supports and Community Integration**	***Promote Community Integration:*** Facilitate community integration by supporting people in identifying their personal dreams, goals, and preferences for their life. Connect them to relevant resources and walk alongside them to develop the interest, skills and relationships that will enable them to enhance their life. Collaborate with indigenous recovery-support organizations (e.g., faith community); assertively link people to local communities of recovery; participate in local recovery education/celebration events in the larger community and advocate on issues that affect long-term recovery in the community (e.g., issues of stigma and discrimination). Mobilize and increase collaboration amongst diverse community resources. Partner with the community in a manner that values and integrates the knowledge, expertise, and strengths of community members. ***Promote Collaborative Service Relationships:*** Shift the relationship with clients and community members from a hierarchical expert-patient model to a partnership/consultant model. The helping stance changes from "this is what you must do" to "how can I help you?" ***Conduct Strength-Based Community Asset Mapping:*** Support prevention efforts that use a strategic approach to assess the strengths and assets within communities, rather than focus primarily on needs assessments, gaps, and identified problems. ***Assertively Engage All Community Members:*** Promote prevention, early engagement, and intervention via outreach and community education. For those in need of intervention, emphasize removing personal and environmental obstacles to recovery through meeting basic needs; ensure that the responsibility for motivation to change shifts from clients to service providers; use inclusive admission criteria rather than emphasis on exclusionary criteria. ***Broaden Service Delivery Sites:*** Increase the delivery of community integrated neighborhood and home-based services and expand recovery support services in high-need areas. Utilize and link people to existing community-based resources rather than duplicating efforts and recreating resources within segregated, institutional environments. Assist people in developing a network of natural recovery supports in order to increase their recovery capital.

III. MANANGING ENTITY RESPONSIBILITIES

Each Managing Entity shall demonstrate progress toward implementation of a ROSC framework within its service areas. The Managing Entity shall:

A. Incorporate specific Best Practice Standards and Potential Practice Changes in **Table 1** into Network Service Provider subcontracts and monitor compliance with the Performance Arenas for Quality Improvement Monitoring aligned with the specific standards and changes selected.

B. Incorporate concepts designed to bolster the role of peer support and ROSC concepts with Network Services Providers to Incorporate the elements of the Florida Peer Services Handbook 2016, available at:

Recovery Oriented System of Care (ROSC) Managing Entities | Florida DCF (myflfamilies.com)

C. Require subcontracted Network Service Providers who employ peers with direct recovery-support service roles to:

1. Use the Reaching for their Dreams Using Recovery Capital as a foundation to inform the individualized recovery planning process by developing goals among applicable domains.
2. Receive standardized supervision of peer-based support services training for peer supervisors Providers.

D. Support programmatic changes to include prevention and early intervention.

E. Promote adoption of sustainable recovery-oriented practices.

F. Analyze and assess current Managing Entity administrative, fiscal, policy, monitoring, and evaluation functions to align with recovery-oriented concepts using the Best Practices Standards in Table 1.

G. Identify opportunities to promote the expansion of peer-based recovery support services and recovery communities, enhance the role of peers in the workforce, and support development of peer-run organizations in their network.

H. Require subcontracted Network Service Providers providing direct services to use, at minimum the Self-Assessment Planning Tool (SAPT) and Recovery Self-Assessment (RSA) tools and the DATA Analysis and Strategic Planning Steps available to assess recovery-oriented activities. Applicable resources available at:

Recovery Oriented System of Care (ROSC) Providers | Florida DCF (myflfamilies.com)

Recovery Self-Assessment < Yale Program for Recovery and Community Health

I. Every two years, conduct a process for collecting data from the SAPT and the RSA Person in Recovery, Provider version, and where applicable Family Member/Significant Other version for implementing Recovery-Oriented Services.

J. Annually provide technical assistance to Network Service Providers for improvement among all domains and shall include development of individualized action plans.

K. Annually provide a regional summary report that includes data to demonstrate the extent to which services use the characteristics of recovery-oriented best-practices. This report shall also include a regional action plan to address opportunities for improvements and demonstrate progress towards identified goals.

L. Require direct Network Services Providers to complete Recovery Management Curriculum Modules 1 through 7 on Recovery Management best practices in employee orientation and refresher training available at: Recovery Oriented System of Care (ROSC) Providers | Florida DCF (myflfamilies.com)

M. Use the Recovery Oriented Quality Improvement Monitoring Blueprint, available at Recovery Oriented System of Care (ROSC) Managing Entities

1. Conduct Recovery-Oriented Quality Improvement monitoring as a component of routine monitoring of Network Service Providers providing direct services.
2. Include findings from the monitoring in a final report that shall include all elements of the site visit, facility tour, policy and procedure review, person served interviews, surveys, service chart scoring outcomes, staff interviews, and where applicable, review of peer specialist staff job description(s).
3. In consultation with the Department, provide follow-up training and technical assistance on enhancing recovery management approaches and practices to monitored providers with a cumulative average score of less than 4.0 across all domains.
4. Reports shall be submitted to the Network Service Provider and the Department's regional office within 30 days of the site visit.

IV. RESOURCES

Managing Entities and Network Service Providers are encouraged to research the following recovery-oriented promising practices as examples of effective implementation:

Recovery Support Bridger's/Navigators - Certified Recovery Peer Specialists (CRPS) are utilized to assist individuals successfully transition back into the community following discharge from a SMHTF, CSU or Detox. The CRPS engages the individual while still inpatient and provides support and information on discharge options. They participate in discharge planning and assist the person in identifying community-based service and support needs and build self-directed recovery tools, such as a Wellness Recovery Action Plan (WRAP). The CRPS then supports the individual as they transition to the community. More information on WRAP may be accessed at: http://mentalhealthrecovery.com/

Care Transition Programs® - This intervention utilizes a Transition Coach to preferably meet an individual in the acute care setting to engage them and their family (as appropriate) and sets up in-home follow up visits and phone calls designated to increase self-management skills, personal goal attainment, and provide continuity across the transition.[4]4 More information on the Care Transition Programs may be accessed at: http://caretransitions.org/

Behavioral Health Homes - The SAMHSA – HRSA Center for Integrated Health Solutions has proposed a set of core clinical features of a behavioral health-based health home that serves people with mental health and substance use disorders, with the belief that application of these features will help organizations succeed as health homes.

This resource may be accessed at: http://www.integration.samhsa.gov/clinical-practice/CIHS_Health_Homes_Core_Clinical_Features.pdf

Reducing Avoidable Readmissions Effectively - The RARE Campaign in Minnesota was established to

[4] See, http://caretransitions.org/about-the-care-transitions-intervention/, site accessed October 14, 2015.

improve the quality of care for persons transitioning across care systems and to reduce avoidable readmissions by 20%.

Five areas were identified as a focus of these efforts:

- Patient/Family Engagement and Activation,
- Medication Management,
- Comprehensive Transition Planning,
- Care Transition Support, and
- Transition Communication

For more detail, the RARE Campaign published recommendations on actions to address the above areas of focus which can be accessed at:
http://www.rarereadmissions.org/documents/Recommended_Actions_Mental_Health.pdf

Telehealth - Technology presents another promising practice in coordinating care, specifically related to access. For example, the Department of Veterans Affairs piloted a care coordination/home telehealth initiative that continually monitored veterans with chronic health conditions. Vital signs and other disease management data was transmitted to clinicians remotely located. The pilot reported reductions in hospital admissions and length of stay.[5]

Wraparound - Wraparound is an intensive, individualized care planning and management process for individuals with complex needs, most typically children, youth, and their families. The Wraparound approach provides a structured, holistic and highly individualized team planning process which includes meeting the needs of the entire family. The philosophy of care begins with the principal of "voice and choice", which stipulates the child and family perspective and drives the planning. The values further stipulate that care be community-based and culturally and linguistically competent. The staff to family ratio typically does not exceed one Wraparound facilitator to ten families. More information on Wraparound may be accessed at:
http://nwi.pdx.edu/.

Related Articles:

- Philadelphia Behavioral Health Services Transformation Practice Guidelines for Recovery and Resilience Oriented Treatment.
- Philadelphia Dept. of Behavioral Health and Intellectual Disabilities Services and Achara Consulting Inc. (2017). Peer Support Toolkit. Philadelphia, PA: DBHIDS.
- Davidson, L.; Tondora, J.; Ridgway, P.; & Rowe, M. (2012). Inventory of transformation characteristics for recovery-oriented systems of care. New Haven, CT: Yale University Program for Recovery and Community Health.
- Winarski, J., Dow., M, Hendry, P., & Robinson, P. (2018). Self-Assessment/Planning Tool for Implementing Recovery-Oriented Services (SAPT) Adapted for Florida's Recovery Oriented System of Care Initiative (ROSC). Tampa, FL: Louis de la Parte Florida Mental Health Institute, University of South Florida.
- Recovery concept finds common ground in mental health and addiction, Co-occurrences

[5] IOM (Institute of Medicine). 2010. The healthcare Imperative: Lowering Costs and Improving Outcomes: Workshop Series Summary. Washington, DC: The National Academies Press

Newsletter of the Minnesota Co-Occurring State Incentive Grant Project.

- Recovery in Mental Health & Addiction, Davidson and White, Recovery to Practice Issue No. 14
- Kelly, J. & White, W. (Late 2010) Addiction recovery management: Theory, science and practice. New York: Springer Science.
- Monographs published by Great Lakes ATTC, available at http://www.williamwhitepapers.com/:
  - Recovery Management
  - Peer-based Addiction Recovery Support: History, Theory, Practice, and Scientific Evaluation
  - Recovery Management and Recovery-Oriented Systems of Care: Scientific Rationale and Promising Practices
  - Practice Guidelines for Resilience and Recovery Oriented Treatment, Philadelphia Department of Behavioral Health and Intellectual Disability Services

Relevant Websites:

http://www.williamwhitepapers.com/

http://www.acharaconsulting.com/

http://www.acharaconsulting.com/peer-support-toolkit/

https://www.samhsa.gov/brss-tacs

https://inaps.memberclicks.net/assets/docs/RTP%20Next%20Steps%20Manual.pdf

https://store.samhsa.gov/sites/default/files/d7/priv/pep12-recdef.pdf

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

6.28.24
Date

Maureen Dunleavy, Regional Senior VP
Name of Authorized Individual

ME225-14-27
Application or Contract Number

Guidance/Care Center, Inc.
Name of Organization

3000 41st Street, Ocean Marathon, FL 33050
Address of Organization

CF 1123, PDF 03/96

THRIVING MIND
SOUTH FLORIDA™
Contracting as South Florida Behavioral Health Network, Inc.

ATTACHMENT IV
SCOPE OF WORK

NAME OF PROVIDER:	Guidance Care Center			
NAME OF PREVENTION PROGRAM:	Power of Prevention			
AMOUNT OF CONTRACT AWARD:	$199,063.00			
TYPE OF FUNDING:	**"Regular" Prevention Block Grant Services**	**Prevention Partnership Grant (PPG)**	**SOR**	**Supplemental / Suicide Prevention**
	X OCA MS025			
COST ALLOCATED TO: (check both if approved for both covered services)	**Children's Substance Abuse**		**Adult Substance Abuse**	
	X			

Section I. DESCRIPTION OF SERVICES AND STRATEGIES FOR SERVICE DELIVERY

DESCRIPTION OF SERVICES SUMMARY (Include overall intention/purpose of program and service flow, brief description of program activities, target population to be served by the program services and how it was selected, how the services address cultural competency, the name (s) of the EBP (s) and how it (they) will be implemented, describe comprehensive programming, and the partners and coordination efforts):

The Guidance/Care Center's prevention program, POP (Power of Prevention) consists of (8) Evidence-Based Practices:

(1) Facilitated at Schools or Community Sites: Integrated services: (1) An Apple A Day© (Elementary K-4), (2) Catch My Breath (High, Middle & Elementary School), (3) Teen Intervene (Middle & High School).

(2) Virtual Online Self-Guided Courses - Partnered with Monroe County Coalition (MCC), integrating strategies: (4) Alcohol Edu, (5) Alcohol Wise, (6), Substance Use and Misuse Prevention (Grades 6th-8th), (7) Substance Use and Misuse Prevention (Grades 9th-12th), (8) Alcohol Use and Misuse Prevention.
These programs address the specific long-term outcomes identified in the CCAP for Monroe County. The overall intention of implementing these practices is to build self-esteem, develop resiliency skills, and enable children to become caring, responsible adults. These practices also address common goals and outcomes listed in the Monroe County CCAP 2017-2022, while integrating linkages to primary care for those participants currently lacking resources to maintain overall health and wellness. Services will build upon identified protective factors while considering identified risk factors to align with SAMHSA's CSAP Strategic Prevention Framework, the National Drug Control Strategy, and the National Underage Drinking Prevention Strategy.

Using the Strategic Prevention Strategy's 5 steps, POP staff will ASSESS the needs of youth; build participant's capacity considering risk and protective factors; plan the best Prevention approaches with participants using EBP's; implement sessions based on these EBP's; and work closely with the SFBHN and Behavioral Science Research Institute (BSRI) evaluation entity to conduct evaluation of the program's outcomes and effectiveness. The Mental Health First Aid strategy will

support the processes. These five steps assist youth while considering sustainability of the program and a framework of cultural competency always. The POP program staff will seek to coordinate all prevention activities with referrals from other agencies to collaborate and maximize resources when indicated and possible.

Activity/Program - include whether the strategy is an EBP	Brief Description	IOM Category (Universal Indirect, Universal Direct, Selective, Indicated)	Specific primary prevention programs, practices in each of the six prevention strategies (CSAP)	Number of Unduplicated Participants (if duplicated note)
An Apple A Day© Elementary EBP	Classroom education teaching inner strength protective & risk factors and resilience to resist ATOD	Selective	Education	450 Youth
Catch My Breath Elementary, Middle & High School EBP	Classroom education addressing challenges of adolescence, risk of ATOD, relationships & refusal skills	Selective	Education	100 Youth
Teen Intervene High & Middle School EBP	One-on-One early intervention for youth deemed high risk for or reporting alcohol/drug use referred by school counselor, coach, or as self-referred	Indicated	Problem ID & Referral	10 Youth
Problem ID: An Apple A Day© EBP, Catch My Breath EBP & Teen Intervene EBP	Support to youth and families who need additional services	Selective	Problem Identification and Referral	10 Youth
Virtual EBP's Courses: Alcohol Edu, Alcohol Wise, Substance Use and Misuse Prevention (6^{th}-8^{th} Grade), Substance Use and Misuse Prevention (9^{th} – 12^{th} Grade). Alcohol Use and Misuse Prevention (6^{th} to 8^{th} Grade).	Online interactive education courses ATOD pre/post completion,	Selective	Education	150 Youth
Community Activities, Events (including any fairs),	Face to Face anti-ATOD messages through school-based assemblies, workshops, health fairs,	Universal Direct	Information Dissemination	30 Youth

Drives, and Workshops	community events or meetings for youth			
Community Education – Adults & Youth	Community Norms, Prosocial Activities, Opportunities for Prosocial Involvement, Social Media Campaign	Universal Direct	Information Dissemination	450 Adults 1643 Youth Duplicated

Section II. TARGET POPULATION – RISK AND PROTECTIVE FACTORS

TARGET POPULATION OR PARTICIPANTS (Include numbers in tables and a narrative description of participant characteristics below):
Description of participants to be served (describe criteria for program enrollment eligibility, geographic areas / Neighborhoods (list zip codes), risk factors of the neighborhoods, description of the sites (school, church, park, etc.), as well as any other significant demographic information), specific cultural characteristics, and describe according to the Comprehensive Community Action Plan priorities: Youth alcohol use – Abuse by "legal" age individuals, Youth/Adult marijuana use, Prescription drug misuse/abuse, over the counter drugs misuse/abuse, other illicit drug use.
Participants to be served include male and female at-risk youth serving elementary, middle school and high school ages residing in Monroe County, Fl. Services will be provided county-wide (110 miles) to include all middle schools, elementary schools, high schools, and youth residing at the Florida Keys Children's Shelter, Treasure Village Montessori, May Sands Montessori School, Ocean Studies Charter, online virtual programs and courses, youth attending various community programs as well as youth involved in the Juvenile Justice System. Also serving County Libraries & Child Day Care Centers, Health Fairs, Family Relief Programs, and Food Banks throughout Monroe County. Including handing out community needed relief items, materials concerning the prevention programs, information about substance use – wellness, and resources and meeting with participants face to face. Educational priorities in accordance with the Monroe County CCAP are Youth Alcohol Use/Abuse, Youth Drug Use/Abuse.

RISK AND PROTECTIVE FACTORS TARGETED, AND PREVENTION SYSTEM OF CARE COMPREHENSIVE COMMUNITY ACTION PLAN (CCAP) GOALS

Program/Strategy and Related Target Population	Risk/Protective Factors Targeted	Prevention System of Care CCAP Goal Addressed
Education - Alcohol Edu, Alcohol Wise, Substance Use and Misuse Prevention (6th-8th Grade), Substance Use and Misuse Prevention (9th – 12th Grade), An Apple A Day, Catch My Breath, & Teen Intervene	Favorable Attitudes Towards ATOD, Peer Norms, Peer Perceptions, Perceptions of Harm, Increased Knowledge and Awareness, Boundaries, Family Management & Adult Role Models.	1, 2, 3
Community Activities, Events, Drives, and Workshops & Community Capacity Building	Community Norms, Pro-social Activities, Opportunities for Pro-social Involvement	3

Problem Identification & Referral - An Apple A Day, Catch My Breath & Teen Intervene	Truancy, Misconduct, Neglect, Basic Needs with Linkage to Community Resources, Family Management.	1
Community Capacity Building – Adults	Community Norms, Pro-social Activities, Opportunities for Pro-social Involvement	3
Program/Strategy and Related Target Population	**Risk/Protective Factors Targeted**	**Other Coalition CCAP Goal Addressed**
Community Activities, Events, Drives, and Workshops & Community Capacity Building	Community Norms, Pro-social Activities, Opportunities for Pro-social Involvement	MCC – 1, 2, 3

Section III. SITE LOCATIONS AND INFORMATION*

Site Name Note whether school or community	Street Address	City	Zip Code	Target Participants (Check all that apply)		
				Child/ Youth	Parents	Others
Community Partner Sites	County Wide Covering 110 Miles	Monroe County	ALL	X		
Key Largo School	104801 Overseas Hwy	Key Largo	33037	X		
Key Largo Library	101485 Overseas Highway	Key Largo	33037	X		
Plantation Key Middle School	100 Lake Rd	Tavernier	33070	X		
Coral Shores High School	89901 Old Hwy	Tavernier	33070	X		
Ocean Studies Charter School	92295 Overseas Hwy	Tavernier	33070	X		
Treasure Village Montessori School	86731 Overseas Hwy	Islamorada	33036	X		
Marathon Library	3490 Overseas Hwy	Marathon	33050	X		
Grace Jones Daycare Center Summer Program	230 41st Street	Marathon	33050	x		
Hammock House Summer Camp	1060 Western Ho Lane	Marathon	33050	X		
Marathon Park & Rec Center Summer Program	33rd Street	Marathon	33050	X		
Stanley Switlik School	3400 Overseas Hwy	Marathon	33050	X		

Marathon Middle/High School	350 Sombrero Rd	Marathon	33050	X		
Key West Library	700 Fleming St,	Key West	33040	X		
Sugarloaf School	255 Crane Blvd	Sugarloaf	33042	X		
Gerald Adams Elementary School	855 W College Rd	Key West	33040	X		
Poinciana Elementary School	1407 Kennedy Dr	Key West	33040	X		
Sigsbee Charter School	939 Felton Rd	Key West	33040	X		
Horace O'Bryant School	1105 Leon Street	Key West	33040	X		
Boys & Girls Club	2100 Flagler Ave	Key West	33040	X		
May Sands Montessori School	1400 United Street	Key West	33040	X		
Key West High School	2100 Flagler Ave	Key West	33050	X		
CFK	5901 College Rd	Key West	33040	X		
Somerset	1908 Flagler Ave	Key West	33040	X		
Big Pine Academy	30220 Overseas Academy	Big Pine	33043	X		
TOTAL NUMBER TO BE SERVED: 1,420						

**Changes in sites/locations of services must adhere to contractual requirement procedures.*

Section IV. MAJOR REFERRAL SOURCES

List the major referral sources for the services provided:
Monroe County Schools – Teachers, Principals, and School Counselors
Department of Juvenile Justice
Self-Referral
Parent, Guardian, or Family Member
Social Service Agencies
Community

Section V. EVALUATION AND PERFORMANCE/OUTCOME MEASURES

Describe how the program will evaluate the effectiveness of all prevention services to be implemented consistent with 65D-30.013(2), F.A.C., in collaboration with the Evaluation Team identified by SFBHN each year. The SFBHN Evaluation Team shall review the results of providers' program evaluation and all technical materials used by providers annually to ensure consistency with current research in the prevention field.
Evaluation of the effectiveness of all Prevention services described shall take place with BSRI. GCC/POP will do the following: Address the underage drinking goal from the Monroe County CCAP and common outcomes related to substance and other alcohol use and will measure them using the Monroe County FYSAS, and Alcohol Timeline Follow Back. POP will use results from previous years' FYSAS as the baseline and utilize more results by 2017 during course of this project to define meaningful improvement and gauge POP participant outcomes as they relate to the overall goals of the CCAP. Adhere to the Fidelity requirements of each program. Any problem areas in the classrooms or in the groups will be discussed and addressed at weekly Supervision meetings. The effectiveness of all programs will be evaluated through the pre and post surveys and client satisfaction surveys. Random observations will be done by Prevention Coordinator and Research Assistant. All activities for Prevention will be consistent with the agency's Quality Assurance/Quality Improvement Plan. Activity Logs will be maintained for all Prevention activities and client charts will be maintained for Indicated Prevention Activities. Coordinate with the Evaluation Team regularly, attend meetings, and submit the required documentation.

Section VI. QUANTITY AND QUALITY PERFORMANCE MEASURES AND TASK LIST

Include all Thriving Mind Prevention required performance assessment tools (e.g. information forms, pre-post surveys, satisfaction surveys, fidelity measures, onsite observation reports) and other required information pertaining to quality.

Program Activity – EBP Activities/Service Name and Description (Include frequency, intensity, & duration of sessions, as well as the number of cycles/cohorts expected to be offered and tentative schedule/timing)	**Number and Type of Participants - Annual Goal Number served**	**EBP Recommended Sessions or Hours**	**% to Meet this Outcome and Meaningful Improvement Pre-Post**	**Observation Visits by Evaluation**
Activity Title: Education – An Apple A Day ***Activity Description****:* EBP Anti-ATOD Curriculum • Recruit sites/locations • Create Memorandums of Understanding /Affiliation agreements for each site. • Meet with staff for curriculum scheduling of educational sessions on the site.	450 youth K – 4th grade	(7-9) sessions	100% will receive services. Program completers will show improvement from pre to post.	2 on site or virtual visits

• Curriculum preparation- print learning materials, prepare PowerPoint presentations • Youth registration- create participant data record sheet at initiation of first session (Grades 3rd and 4th) • Complete registration, pre/posttest, satisfaction • Enter all outcome data in the BSRI D.O.E.S system. • Update participant information in database. • Conduct weekly curriculum sessions. • Update weekly attendance. • Enter participant or event data in PBPS data collection system. • Provide follow-up information as needed. ***Frequency:*** Education 1x weekly (or 2x depending on site/cohort schedule) ***Intensity:*** 30 Min to 1 hour depending on grade ***Duration*:** 7-9 sessions (includes registration, pre/posttest, plus satisfaction, participant orientation), year-round but primarily during school year and summer. ***Meaningful Improvement Satisfaction:*** 80% of representative sample will demonstrate satisfaction with program services				
Activity Title: Education- Catch My Breath ***Activity Description***: EBP Anti-ATOD Curriculum • Recruit sites/locations • Create Memorandums of Understanding /Affiliation agreements for each site. • Meet with staff for curriculum scheduling of educational sessions on the site. • Curriculum preparation- print learning materials, prepare PowerPoint presentations. • Youth registration- create participant data record sheet at initiation of first session.	100 youth 5th-12th grade	(4-6) Sessions	100% will receive services. Program completers will show improvement from pre to post.	2 on site or virtual visits

• Complete registration, pre/posttest, satisfaction • Enter all outcome data in the BSRI D.O.E.S system. • Update participant information in database. • Conduct weekly curriculum sessions. • Update weekly attendance. • Enter participant or event data in PBPS data collection system. • Provide follow-up information as needed. ***Frequency:*** Education 1x weekly (or 2x – 3x depending on site/cohort schedule) ***Intensity***: 45 minutes - 1 Hour ***Duration:*** **4-5** sessions (includes registration, pre/posttest, plus satisfaction, participant orientation), year- round but primarily during school year and during the summer ***Meaningful Improvement Satisfaction:*** 80% of representative sample will demonstrate satisfaction with program services				
Activity Title: Education - Teen Intervene ***Activity Description****:* EBP Anti-ATOD Curriculum • Recruit sites/locations • Create Memorandums of Understanding /Affiliation agreements for each site. • Meet with staff for curriculum scheduling of educational sessions on the site. • Curriculum preparation- print learning materials, prepare PowerPoint presentations. • Youth registration- create participant data record sheet at initiation of first session. • Complete registration, pre/posttest, satisfaction • Enter all outcome data in the BSRI D.O.E.S system. • Update participant information in database. • Conduct weekly curriculum sessions.	10 youth 6th-12th grade	(3-5) Sessions	100% will receive services. Program completers will show improvement from pre to post.	

• Update weekly attendance. • Enter participant or event data in PBPS data collection system. • Provide follow-up information as needed. ***Frequency:*** Education Weekly or Schedule Allows ***Intensity:*** 45-90 Minutes ***Duration*:** 3-5 sessions (includes registration, pre/posttest, plus satisfaction, participant orientation), year-round but primarily during school year and during the summer ***Meaningful Improvement Satisfaction:*** 80% of representative sample will demonstrate satisfaction with program services				
Activity Title: Education -Virtual Online Courses: Alcohol Edu, Alcohol Wise, Substance Use and Misuse Prevention (6th-8th Grade), Substance Use and Misuse Prevention (9th – 12th Grade), Alcohol Use and Misuse Prevention (6th to 8th Grade). ***Activity Description:*** Online interactive ATOD education courses partnered with Monroe County Coalition. . • Recruit sites/locations • Get Parent approval • Meet with staff for curriculum scheduling of educational sessions in the site. • Youth registration- create participant data record sheet at initiation of first session. • Complete registration, pre/posttest, satisfaction • Enter all outcome data in the BSRI D.O.E.S system. • Update participant information in database. • Enter participant or event data in PBPS data collection system. • Provide follow-up information as needed. ***Frequency:*** Education as needed to complete the course. ***Intensity:*** 1 or 3 hours depending on course	150 youth 6th-12th grade	As needed	100% will receive services. Program completers will show improvement from pre to post	

Duration*:** As needed to complete the course ***Meaningful Improvement Satisfaction: 80% of representative sample will demonstrate satisfaction with program services				
Activity Title: *Capacity Building / ATOD Presentations* ***Activity Description*** ATOD prevention presentations to adults in both school and non-traditional settings. As well as for site personnel, other community key stakeholders including parents, teachers, and coaches. ***Frequency****:* One-time presentation ***Intensity:*** As Needed ***Duration***: Year-Round scheduled with school faculty/administration and community partners.	450 adults All ages	As needed	100% of individuals receive materials and/or information	
Activity Title: Community Activities, Fairs, Drives, and Workshops / ATOD ***Activity Description***: Face to Face anti-ATOD messages and providing materials through school based anti-ATOD assemblies, workshops, health fairs, community events or meetings for youth. ***Frequency****:* As needed and/or scheduled & available. ***Intensity:*** As Needed ***Duration*:** Year-Round and scheduled with school faculty/administration and community partners.	2,200 youth & adult All ages	As needed	100% of individuals receive materials and/or information	

Section VII. CAPACITY BUILDING AND COORDINATION

List other funding sources your agency/organization has for prevention/youth development programming. Describe how the program will coordinate with other programs and services provided by funded agency/organization. Describe other programs funded that align with prevention goals.
GCC currently receives support from the PPG Grant and SOR Prevention for school-based youth development programs. They are in all HOB middle school and the (3) high schools – Key West High School, Coral Shores High School, and Marathon High School, full-time using the EBP Project SUCCESS. GCC will coordinate with SOR-P and PPG staff so that youth who need additional prevention services are identified via problem ID and referral strategies and are referred into the Teen Intervene program. This will be noted in BSRI data tracking system.

List other prevention programming and providers in sites mentioned in Section III of this document. Describe how the program will coordinate with other funded organizations' programs and services to avoid duplication of services.
GCC coordinates with The Florida Keys Children's Shelter who provides services in Monroe County. They provide the EBP All Stars. We have meetings regarding the schools we are in, so we are not duplicating services.
List the coalition(s) within the target service areas in which prevention services will be provided under this Scope. Describe how the program will coordinate with the coalition and share data/contribute to the ongoing Strategic Prevention Framework with the identified coalition(s).
Monroe County Coalition (MCC) covers all our area. GCC partners with MCC on (5) EBP's: Alcohol Edu, Alcohol Wise, Substance Use and Misuse Prevention (6th-8th Grade), Substance Use and Misuse Prevention (9th – 12th Grade), Alcohol Use and Misuse Prevention (6th to 8th Grade). GCC and the MCC partnered in implementing these (4) programs as they serve our shared prevention goals and each entity having roles in the start-up, implementation, and evaluation processes. We attend the Monthly Coalition Meetings where attendees share information and data on their programs, community events, rules, laws, and community ATOD activities from our local sheriff's office and nationwide. Attendance is strong with representation from Local, State & County Community Leaders, Prevention Providers, and Law Enforcement. All share the same prevention framework goals, and we review and strategize for maximum coverage with positive outcomes.

Section VIII. Additional Prevention Requirements

1. Site Locations and Site Schedule

The sites for services will be identified in the Scope of Work and will serve as the official sites for service provision. final site schedule, on the Site Schedule form, with dates, times, and location of services shall. Sites must be approved by Thriving Mind / SFBHN, in writing, and will be based on county need and distribution of services to avoid duplication in any geographical area or school to maximize the Thriving Mind / SFBHN funding. Any change shall be justified in writing and submitted to the Managing Entity (ME) in writing and submitted to the Contract Manager for review and approval by the Prevention Director or her/his designee. The Contract Manager will reply with approval. Two (2) site schedule changes may be made in the contract year.

The site schedules shall be submitted on the Thriving Mind South Florida/SFBHN Prevention Site Schedule format as requested by the Prevention Department staff or other Thriving Mind staff.

2. Memorandum of Understanding (MOU) Between Prevention Direct Service Providers and Community Coalitions

To address local community substance abuse prevention needs and wellness promotion strategies, prevention providers and the community coalition in the geographic area where services are provided shall execute and / or maintain a memorandum of understanding (MOU) delineating the specific responsibilities of each. This MOU will be consistent with the strategies of the State of Florida Department of Children and Families' and the Managing Entity's (ME's) prevention strategy. All MOUs shall be current and up to date, outlining the terms of the agreement. The provider and the coalition shall submit an executed copy of the MOU to the ME's Contract Manager within 30 days of the effective date of the contract (for newly executed MOUs). In addition, existing MOUs should be submitted

within thirty (30) calendar days of renewal dates when renegotiated. Both the community coalition and the provider will be responsible to meet the terms of the MOU, particularly in the data sharing and tracking of community trends to inform programming.

This will include the appropriate agreement (s) with Miami-Dade County Public Schools and their sites.

3. Participant Satisfaction Survey

All providers shall collect and submit participant satisfaction surveys as noted in the Scope of Work and the Thriving Mind contract.

4. Meetings

All providers shall attend scheduled Prevention meetings as required by the ME and the evaluation team, Behavioral Science Research Institute (BSRI), at regularly scheduled or specially called meetings when notified by the ME. The ME will make every attempt possible to schedule meetings with advanced notice; however, there may be meetings that may be called on short notice. These include, but are not limited to, Prevention provider meetings, meetings with BSRI, individual provider quarterly meetings with BSRI and/or SFBHN, Evidence Based Practice workgroup meetings to comply with the Block Grant requirements, data planning meetings with CPGSI/Performance Based Prevention System (PBPS), data meetings with BSRI and other evaluation entities, and other meetings as noticed by Thriving Mind South Florida/SFBHN. The contract notes the other meetings where representatives of the provider organization are required to attend.

5. Reports / Assignments and Special Reports / Assignments

Providers are expected to submit reports as outlined in the contract. Prevention Partnership Grant (PPG) reporting is specifically described in the contract with dates for submission. Other reports will be requested by Thriving Mind/SFBHN.

Special reports and assignments are requested from time to time to meet State/Local Department of Children and Families, State Block Grant, SFBHN, and other requirements and needs. Prevention providers are required to submit the reports in the format requested and by the timeline requested. These reports may be requested from different sources for different reasons. Requests generally come from Thriving Mind/SFBHN staff, including the Prevention Director and Prevention Department staff, and may be requested verbally or in writing. There may be times when other collaborative partners request information and Thriving Mind/SFBHN will support these requests.

6. Training

All staff of provider organizations funded by this contract, whether full-time, part-time, contractual, or consultant, and / or who report units in the Performance Based Prevention System (not those paid by cost reimbursement nor that are vendors), is required to attend identified trained, among those are Evidence Based Practice training, Florida Certification Board approved training for those seeking certification, and PBPS training. All providers shall attend scheduled and / or recommended training as required by the ME, and the ME and the evaluation team, for technical assistance and / or training, at regularly scheduled or specially called meetings when notified by the ME.

Time spent in training activities, for up to twenty (20) hours, are considered Administrative Time. These twenty (20) hours are built into the negotiated unit rate in each of the prevention services listed in Exhibit G, Covered Service Funding by OCA. For additional hours spent in training, the Network Providers shall submit the data in PBPS as support time.

7. Report Cards

Providers are required to comply with the measures on the Prevention Report Card. Grading for the measures will be according to compliance or lack thereof.

In addition, Providers are required to adhere to all measures in the DCF Guidance Documents attached to this contract.

8. Data

All providers are required to submit the program data monthly in the Performance Based Prevention System (PBPS) as required by the contract. The provider shall also:

- Ensure that the data submitted clearly documents all program participants, programs, and strategies which occurred under this contract and consistent with the Scope of Work in the contract;

- Ensure that all data submitted to PBPS is consistent with the data maintained in the provider's file and consistent with the Scope of Work in the contract;
- Review the data submitted with designated Thriving Mind/SFBHN Prevention Department staff monthly, or decline data review, to determine any discrepancies in the numbers related the evaluation and the Scope of Work and make corrections prior to submission for approval by the Thriving Mind/ SFBHN Prevention Department;

- Submit an email to the Thriving Mind / SFBHN Prevention Department designated staff and the designated Thriving Mind / SFBHN Data Analyst verifying that the data in the PBPS system has been checked and is correct and complete and may be used for Block Grant reporting and payment. There shall be a designated individual and one back up individual at the provider organization responsible for verifying the data and submitting the email. This will imply that the data has been reviewed and is ready for submission.

    - The email subject line shall read: *PBPS Data Submission Verification*

    - The body of the email shall read: _____ *(name of organization) is submitting the PPG Prevention data for the month of* _____ *(name of the month) in PBPS and we assure that the data is complete and correct.*
      Our organization's data may be used to report to the State for the Block Grant report. Our organization's data may be used to reconcile with the payments for this month.

- Failure to submit any data, or correct any errors in the data which results in a rejection rate of ten percent (10%) or higher of the monthly data submitted, will require the provider to submit a corrective action plan describing how and when the missing data will be submitted or how and when the rejected will be corrected and resubmitted; and

- In accordance with the provisions of s. 402.73(1), F. S., and Rule 65-29.001 F.A.C., corrective action plans may be required for non-compliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Evaluation

Prevention providers shall work in collaboration with the evaluation team, Behavioral Science Research Institute (BSRI) by participating in meetings, training, and providing service data and other necessary identified data vital to the completion of the system-wide evaluation of the prevention services within the Strategic Prevention Framework.

THRIVING MIND
SOUTH FLORIDA™
Contracting as South Florida Behavioral Health Network, Inc.

ATTACHMENT V
SCOPE OF WORK

NAME OF PROVIDER:	Guidance/Care Center			
NAME OF PREVENTION PROGRAM:	Project SUCCESS			
AMOUNT OF CONTRACT AWARD:	$23,333 MSSP6			
TYPE OF FUNDING:	**"Regular" Prevention Block Grant Services**	**Prevention Partnership Grant (PPG)**	**SOR**	**Supplemental / Suicide Prevention**
			X	
COST ALLOCATED TO: (check both if approved for both covered services)	**Children's Substance Abuse**		**Adult Substance Abuse**	
	X			

Section I. DESCRIPTION OF SERVICES AND STRATEGIES FOR SERVICE DELIVERY

DESCRIPTION OF SERVICES SUMMARY (Include overall intention/purpose of program and service flow, brief description of program activities, target population to be served by the program services and how it was selected, how the services address cultural competency, the name (s) of the EBP (s) and how it (they) will be implemented, describe comprehensive programming, and the partners and coordination efforts):

The Guidance/Care Center's (GCC) will provide the **Project SUCCESS** program using the Substance Abuse and Mental Health and Services Administration (SAMHSA) Center for Substance Abuse Prevention (CSAP) **Project SUCCESS** program recognized in the National Registry of Evidence-based Programs and Practices (NREPP). The program will be available and accessible to high-risk youth ages 11 to 18 who have experimented with alcohol, are showing early danger signs and multiple risk factors for substance abuse and who attend Monroe County Middle Schools and High Schools.

Project SUCCESS relies primarily on Education as a strategy. Services include school wide activities targeting the entire school population and are designed to increase awareness of mental health and substance abuse issues, prevention education classes targeting all 7th graders and 9th graders, and individual counseling to those in need of additional supportive counseling.

CCAP Goals:
Goal 1: Reduce DUI crashes countywide amongst 18-20-year-olds by 10% by meeting the following objectives: reducing alcohol use, increasing the perception of harm and risk in youth, and enhancing positive, pro-social protective factors.
Goal 2: Increase capacity by providing level 2 prevention programming for those at high risk; thereby eliminating service gaps for these students by providing the funding and resources necessary to ensure successful program implementation, continuity of care and partnership capacity countywide.

GCC partners with the Monroe County School District and the Monroe County Coalition for the provision of these services

Activity/Program - include whether the strategy is an EBP	Brief Description	IOM Category (Universal Indirect, Universal Direct, Selective, Indicated)	Specific primary prevention programs, practices in each of the six prevention strategies (CSAP)	Number of Unduplicated Participants (if duplicated note)
School wide activities	**School wide Activities** is a **Universal Direct** prevention strategy. 9 months out of the school year Project SUCCESS staff will conduct activities designed to inform and increase awareness of varying targets of prevention services (suicide awareness, mental health and substance use awareness for example).	Universal	Education	75
Project SUCCESS 7th grade PES Classes	**7th grade Prevention Education Series** is a **Selective** prevention strategy which consists of 4 topics taught in 4 to 8 sessions to all 7th graders enrolled in the school	Selective	Education	50
Student Assistance	**Student Assistance** is a **Selective** prevention strategy in which students who are identified as needing services are provided that service by Project SUCCESS staff or referred elsewhere for the needed service.	Selective	Problem ID and referral	100
One on One	**One on One** is an **Indicated** prevention strategy in which a student can receive up to 7 individual prevention sessions as needed.	Indicated	Problem ID & Referral	8

Section II. TARGET POPULATION – RISK AND PROTECTIVE FACTORS

TARGET POPULATION OR PARTICIPANTS (Include numbers in tables and a narrative description of participant characteristics below):
Description of participants to be served (describe criteria for program enrollment eligibility, geographic areas / Neighborhoods (list zip codes), risk factors of the neighborhoods, description of the sites (school, church, park, etc.), as well as any other significant demographic information), specific cultural characteristics, and describe according to the Comprehensive Community Action Plan priorities: Youth alcohol use – Abuse by “legal” age individuals, Youth/Adult marijuana use, Prescription drug misuse/abuse, over the counter drugs misuse/abuse, other illicit drug use.

Participants will be students at Middle Schools and High Schools students in the Monroe County School District. School wide activities are universal in nature while PES, individual counseling is targeted at youth identified as at risk. At risk students might be identified by parents, teachers, and other community agencies or by themselves. Project SUCCESS is designed to be implemented in school settings. Each counselor has been provided with adequate space and access to student populations to fully implement the program as designed.

GCC has made changes to its Prevention programming to provide access to programs covering all grade levels. Apple a Day will cover grades K through 4, Catch My Breath will cover elementary and middle schools, and Teen Intervene and Project SUCCESS will cover both middle schools and high schools.

The comparison of percentage of Monroe County youth and Florida Statewide youth who reported having used a list of 14 various drugs in their lifetimes reveals that percentages for Monroe County youth exceed those for the state in every category (FYSAS 2010). A significantly greater percentage of Monroe County High School students (40.9%) than statewide students (33.6%) witnessed gang members selling drugs. The ethnicity of these children breaks down as follows: 52.9% White, 33.8% Hispanic, 10.10% Black, 1.45% Asian and 2.88% Other.

Risk factors:
Favorable attitudes towards ATOD
Perceptions of harm
Community Norms
Self-regulation

Protective factors:
Prosocial opportunities/activities
Positive peer influence
Skill/competency
Healthy behaviors
Increased knowledge/awareness
Self-Esteem
Positive family communications
Community values

RISK AND PROTECTIVE FACTORS TARGETED, AND PREVENTION SYSTEM OF CARE COMPREHENSIVE COMMUNITY ACTION PLAN (CCAP) GOALS

Program/Strategy and Related Target Population	Risk/Protective Factors Targeted	Prevention System of Care CCAP Goal Addressed
School wide activities	Favorable attitudes towards ATOD Perceptions of harm Prosocial opportunities/activities Positive peer influence, Healthy behaviors Increased knowledge/awareness	1 & 2

7th Grade Prevention Education	Favorable attitudes towards ATOD Perceptions of harm Self-regulation Skill/competency Healthy behaviors Increased knowledge/awareness	1 & 2
Student Assistance	Favorable attitudes towards ATOD Perceptions of harm Self-regulation Prosocial opportunities/activities Positive peer influence Skill/competency Healthy behaviors Increased knowledge/awareness Self-Esteem Positive family communications Community values	1 & 2
One on one Indicated	Favorable attitudes towards ATOD Perceptions of harm Self-regulation Prosocial opportunities/activities Positive peer influence Skill/competency Healthy behaviors Increased knowledge/awareness Self-Esteem Positive family communications Community values	1 & 2
Social Media Campaign	Favorable attitudes towards ATOD Perceptions of harm Increased knowledge/awareness	1 & 2

Section III. SITE LOCATIONS AND INFORMATION*

Site Name Note whether school or community	Street Address	City	Zip Code	Target Participants (Check all that apply)		
				Child/ Youth	Parents	Others
Horace O'Bryant Middle School	1105 Leon St, Key	Key West	33040	X		
Key West High School	2100 Flagler Avenue	Key West	33040	X		
Coral Shores High School	89901 Old Highway	Tavernier	33070	X		
Marathon Middle and High School	350 Sombrero Beach Road	Marathon	33050	X		
Key Largo School	104801 Overseas Hwy	Key Largo	33037	X		

Plantation Key Middle School	100 Lake Rd	Tavernier	33070	X		
Sugarloaf School	255 Crane Blvd	Sugarloaf	33042	X		
Sigsbee Charter School	939 Felton Rd	Key West	33040	X		
May Sands Montessori School	1400 United Street	Key West	33040	X		
Big Pine Academy	30220 Overseas Academy	Big Pine	33043	X		
CFK	5901 College Rd	Key West	33040	X		
Somerset	1908 Flagler Ave	Key West	33040	X		
TOTAL NUMBER TO BE SERVED: 233						

**Changes in sites/locations of services must adhere to contractual requirement procedures.*

Section IV. MAJOR REFERRAL SOURCES

List the major referral sources for the services provided:
Monroe County Public Schools
Parents
Self-referral
Other Community Agencies

Section V. EVALUATION AND PERFORMANCE/OUTCOME MEASURES

Describe how the program will evaluate the effectiveness of all prevention services to be implemented consistent with 65D-30.013(2), F.A.C., in collaboration with the Evaluation Team identified by SFBHN each year. The SFBHN Evaluation Team shall review the results of providers' program evaluation and all technical materials used by providers annually to ensure consistency with current research in the prevention field.
Evaluation of the effectiveness of all Prevention services described shall take place with BSRI. GCC will do the following: Address the underage drinking goal from the Monroe County CCAP and common outcomes related to substance and other alcohol use and will measure them using the Monroe County FYSAS, and Alcohol Timeline Follow Back. GCC will use results from previous years' FYSAS as the baseline and utilize more results by 2017 during course of this project to define meaningful improvement and gauge GCC participant outcomes as they relate to the overall goals of the CCAP. Adhere to the Fidelity requirements of each program. Any problem areas in the classrooms or in the groups will be discussed and addressed at weekly Supervision meetings. The effectiveness of all programs will be evaluated through the pre and post surveys and client satisfaction surveys. Random observations will be done by Prevention Coordinator and Research Assistant. All activities for Prevention will be consistent with the agency's Quality Assurance/Quality Improvement Plan. Activity Logs will be maintained for all Prevention activities and client charts will be maintained for Indicated

Prevention Activities. Coordinate with the Evaluation Team regularly, attend meetings, and submit the required documentation.

GCC will coordinate with the Evaluation Team, Behavioral Science Research Institute (BSRI), for process and outcome data as required. The Data will support any processes from the Westcare Team

Section VI. QUANTITY AND QUALITY PERFORMANCE MEASURES AND TASK LIST

Include all Thriving Mind Prevention required performance assessment tools (e.g. information forms, pre-post surveys, satisfaction surveys, fidelity measures, onsite observation reports) and other required information pertaining to quality.

Program Activity – EBP Activities/Service Name and Description (Include frequency, intensity, & duration of sessions, as well as the number of cycles/cohorts expected to be offered and tentative schedule/timing)	**Number and Type of Participants - Annual Goal Number served**	**EBP Recommended Sessions or Hours**	**% to Meet this Outcome and Meaningful Improvement Pre-Post**	**Observation Visits by Evaluation**
Activity Title: Intake/ Assessment ***Activity Description:*** Participants who become enrolled in the program will complete a detailed intake of service needs ***Frequency:*** Once, upon enrollment in the program ***Intensity:*** One session ***Duration:*** 60 mins. ***Meaningful Improvement Satisfaction:*** 80% of representative sample will demonstrate satisfaction with program services	8	45 – 60 mins.	100% will receive services, program completers will show improvement from pre to post .	*N/A*
Activity Title: Indicated Prevention ***Activity Description:*** Participants will participate in up to 7 sessions of individual support as needed ***Frequency:*** 2 times per month minimum ***Intensity:*** Up to 7 sessions ***Duration:*** 50 minutes ***Meaningful Improvement Satisfaction:*** 80% of representative sample will demonstrate satisfaction with program services	8	up to 7 individual prevention sessions as need.	100% will receive services, program completers will show improvement from pre to post. measures	*NA*
Activity Title: Project SUCCESS Prevention Education Series Curriculum ***Activity Description:*** 7th graders will participate in a 4 topic Prevention Education Curriculum (9th Grade can be covered in addition) ***Frequency:*** one time per week ***Intensity:*** 4 – 8 sessions, based on class time restrictions	50	85% of scheduled sessions (4 – 8) For 45 – 50 mins.	100% will receive services, program completers will show improveme	*2*

Duration*:** 45 to 50 mins. ***Meaningful Improvement Satisfaction: 80% of representative sample will demonstrate satisfaction with program services			nt from pre to post.	
Activity Title: Pre- and post-testing ***Activity Description:*** All participants will be pre and post tested for the knowledge, beliefs, attitudes and use of substances ***Frequency:*** Twice ***Intensity:*** once before first session, once at completion of last session ***Duration*:** 45 to 50 mins. ***Meaningful Improvement Satisfaction:*** 80% of representative sample will demonstrate satisfaction with program services	50	15 minutes before the first session, 15 minutes at completion of last session	100% will receive services, program completers will show improvement from pre to post.	

Section VII. CAPACITY BUILDING AND COORDINATION

List other funding sources your agency/organization has for prevention/youth development programming. Describe how the program will coordinate with other programs and services provided by funded agency/organization. Describe other programs funded that align with prevention goals.
GCC currently receives funding from SFBHN Regular Prevention which supports An Apple A Day serving K through 4th grade, and Teen Intervene in the Middle and High Schools. Prevention staff participate in clinical staff meetings in each location and can make referrals for higher levels of care as needed.
List other prevention programming and providers in sites mentioned in Section III of this document. Describe how the program will coordinate with other funded organizations' programs and services to avoid duplication of services.
GCC is aware that the Florida Keys Children's Shelter operates Prevention services using the EBP All Stars. GCC and FKCS hold conversations to ensure awareness of each other's Prevention Activities and to avoid duplication.
List the coalition(s) within the target service areas in which prevention services will be provided under this Scope. Describe how the program will coordinate with the coalition and share data/contribute to the ongoing Strategic Prevention Framework with the identified coalition(s).
GCC works with the Monroe County Coalition by attending all meetings and coordinating activities county wide. MCC has been particularly helpful in supporting Project SUCCESS school wide activities by providing student hand-outs and incentives. GCC will coordinate and participate in MCC community events such as "Know the Law" campaign.

Section VIII. Additional Prevention Requirements

1. **Site Locations and Site Schedule**

The sites for services will be identified in the Scope of Work and will serve as the official sites for service provision. final site schedule, on the Site Schedule form, with dates, times, and location of services shall. Sites must be approved by Thriving Mind / SFBHN, in writing, and will be based on county need and distribution of services to avoid duplication in any geographical area or school to maximize the Thriving Mind / SFBHN funding. Any change shall be justified in writing and submitted to the Managing Entity (ME) in writing and submitted to the Contract Manager for review and approval by the Prevention Director or her/his designee. The Contract Manager will reply with approval. Two (2) site schedule changes may be made in the contract year.

The site schedules shall be submitted on the Thriving Mind South Florida/SFBHN Prevention Site Schedule format as requested by the Prevention Department staff or other Thriving Mind staff.

2. Memorandum of Understanding (MOU) Between Prevention Direct Service Providers and Community Coalitions

To address local community substance abuse prevention needs and wellness promotion strategies, prevention providers and the community coalition in the geographic area where services are provided shall execute and / or maintain a memorandum of understanding (MOU) delineating the specific responsibilities of each. This MOU will be consistent with the strategies of the State of Florida Department of Children and Families' and the Managing Entity's (ME's) prevention strategy. All MOUs shall be current and up to date, outlining the terms of the agreement. The provider and the coalition shall submit an executed copy of the MOU to the ME's Contract Manager within 30 days of the effective date of the contract (for newly executed MOUs). In addition, existing MOUs should be submitted within thirty (30) calendar days of renewal dates when renegotiated. Both the community coalition and the provider will be responsible to meet the terms of the MOU, particularly in the data sharing and tracking of community trends to inform programming.

This will include the appropriate agreement (s) with Miami-Dade County Public Schools and their sites.

3. Participant Satisfaction Survey

All providers shall collect and submit participant satisfaction surveys as noted in the Scope of Work and the Thriving Mind contract.

4. Meetings

All providers shall attend scheduled Prevention meetings as required by the ME and the evaluation team, Behavioral Science Research Institute (BSRI), at regularly scheduled or specially called meetings when notified by the ME. The ME will make every attempt possible to schedule meetings with advanced notice; however, there may be meetings that may be called on short notice. These include, but are not limited to, Prevention provider meetings, meetings with BSRI, individual provider quarterly meetings with BSRI and/or SFBHN, Evidence Based Practice workgroup meetings to comply with the Block Grant requirements, data planning meetings with CPGSI/Performance Based Prevention System (PBPS), data meetings with BSRI and other evaluation entities, and other meetings as noticed by Thriving Mind South Florida/SFBHN. The contract notes the other meetings where representatives of the provider organization are required to attend.

5. Reports / Assignments and Special Reports / Assignments

Providers are expected to submit reports as outlined in the contract. Prevention Partnership Grant (PPG) reporting is specifically described in the contract with dates for submission. Other reports will be requested by Thriving Mind/SFBHN.

Special reports and assignments are requested from time to time to meet State/Local Department of Children and Families, State Block Grant, SFBHN, and other requirements and needs. Prevention providers are required to submit the reports in the format requested and by the timeline requested. These reports may be requested from different sources for different reasons. Requests generally come from Thriving Mind/SFBHN staff, including the Prevention Director and Prevention Department staff, and may be requested verbally or in writing. There may be times when other collaborative partners request information and Thriving Mind/SFBHN will support these requests.

6. Training

All staff of provider organizations funded by this contract, whether full-time, part-time, contractual, or consultant, and / or who report units in the Performance Based Prevention System (not those paid by cost reimbursement nor that are vendors), is required to attend identified trained, among those are Evidence Based Practice training, Florida Certification Board approved training for those seeking certification, and PBPS training. All providers shall attend scheduled and / or recommended training as required by the ME, and the ME and the evaluation team, for technical assistance and / or training, at regularly scheduled or specially called meetings when notified by the ME.

Time spent in training activities, for up to twenty (20) hours, are considered Administrative Time. These twenty (20) hours are built into the negotiated unit rate in each of the prevention services listed in Exhibit G, Covered Service Funding by OCA. For additional hours spent in training, the Network Providers shall submit the data in PBPS as support time.

7. Report Cards

Providers are required to comply with the measures on the Prevention Report Card. Grading for the measures will be according to compliance or lack thereof.

In addition, Providers are required to adhere to all measures in the DCF Guidance Documents attached to this contract.

8. Data

All providers are required to submit the program data monthly in the Performance Based Prevention System (PBPS) as required by the contract. The provider shall also:

- Ensure that the data submitted clearly documents all program participants, programs, and strategies which occurred under this contract and consistent with the Scope of Work in the contract;

- Ensure that all data submitted to PBPS is consistent with the data maintained in the provider's file and consistent with the Scope of Work in the contract;
- Review the data submitted with designated Thriving Mind/SFBHN Prevention Department staff monthly, or decline data review, to determine any discrepancies in the numbers related the evaluation and the Scope of Work and make corrections prior to submission for approval by the Thriving Mind/ SFBHN Prevention Department;

- Submit an email to the Thriving Mind / SFBHN Prevention Department designated staff and the designated Thriving Mind / SFBHN Data Analyst verifying that the data in the PBPS system has been checked and is correct and complete and may be used for Block Grant reporting and payment. There shall be a designated individual and one back up individual at the provider organization responsible for verifying the data and submitting the email. This will imply that the data has been reviewed and is ready for submission.

    - The email subject line shall read: *PBPS Data Submission Verification*

    - The body of the email shall read: _____ *(name of organization) is submitting the PPG Prevention data for the month of* _____ *(name of the month) in PBPS and we assure that the data is complete and correct.*
      Our organization's data may be used to report to the State for the Block Grant report. Our organization's data may be used to reconcile with the payments for this month.

- Failure to submit any data, or correct any errors in the data which results in a rejection rate of ten percent (10%) or higher of the monthly data submitted, will require the provider to submit a corrective action plan describing how and when the missing data will be submitted or how and when the rejected will be corrected and resubmitted; and

- In accordance with the provisions of s. 402.73(1), F. S., and Rule 65-29.001 F.A.C., corrective action plans may be required for non-compliance, nonperformance, or unacceptable performance under this

contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Evaluation

Prevention providers shall work in collaboration with the evaluation team, Behavioral Science Research Institute (BSRI) by participating in meetings, training, and providing service data and other necessary identified data vital to the completion of the system-wide evaluation of the prevention services within the Strategic Prevention Framework.

FY2025 Annual Performance Report
(For year October 1, 2024 – September 30, 2025)

Agency Name	
Point of Contact (POC)	
Phone/Email	
Grant Amount	

Per Section 8 of your contract, it is required that you fill out the entire form and answer every question.

Narrative on the FY2025 Performance (i.e. successes, challenges, etc.):

Questions:

1. Please list services and client information below for the program/activities funded by the Monroe County award.

Services	Target Population	Number of Persons in Target Population	Total Number of Clients Served in FY2025
		Total Unduplicated Clients Served	

2. What were the measurable outcomes (including numbers) accomplished in FY2025? *Please base these outcomes on the services you identified in Question #1.*

3. What number and percentage of your clients/participants were at or below the federal poverty level in FY2025; and/or 200%; and/or another standard used by your organization?

4. Were all the awarded funds used in FY2025? If not, please explain.

5. What is the number of FTEs working on the program(s) funded by the award in FY2025?

6. Were the awarded funds used as match in FY2025? If so, please list matching sources.

7. What area of Monroe County did you serve in FY2025?

8. How many total FTEs in your organization?

9. Volunteers: ____ hours of program service were contributed by _____ volunteers in FY2025.

10. What was the CEO/Executive Director (or highest paid title) compensation in FY2025? *(Please breakdown between salary and benefits.)*

11. What is your organization's fiscal year?

For the following questions, please use the number as reported on your FY2025 IRS Form 990. If your FY2025 IRS Form 990 is not yet prepared, please provide an estimate for the following questions.

12. What were your organization's total expenses in FY2025?

13. What was your organization's total revenue in FY2025?

14. What was the organization's total in grants and contracts for FY2025?

15. What was the organization's total donations and in-kind (fundraising) in FY2025?

16. What percentage of your expenses are program service expenses[1] versus management and general expenses[2] in FY2025 as reported on your IRS Form 990?

Email the Annual Performance Report to the Grants Coordinator for Monroe County

[1] Program service expenses are defined as expenses needed to run your programs.

[2] Management and general expenses encompass expenses such as human resources, salaries of those not working directly with programs, legal services, accounting services, insurance expenses, office management, auditing, and other centralized services.

C1

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Budget Meeting Meeting
September 11, 2024
Agenda Item Number: C1
2023-2748

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:

STAFF CONTACT: Christine Hurley

AGENDA ITEM WORDING: A Public Hearing and approval of a resolution of the Monroe County Comprehensive Plan Land Authority adopting a Final Budget for Fiscal Year 2025.

ITEM BACKGROUND:
Since review of the tentative budget on September 4, 2024, no changes have been made to the FY25 budget.

The budget includes funding for moving a County employee from the Planning Department to the Land Authority mid-year as the Volunteer Buyout Program is ending and that employee will transition to Senior Property Acquisition Specialist to purchase lands for conservation, affordable housing, density reduction, less than fee, and other assignments.

See attached resolution for the FY25 budget.

Also attached is the budget memorandum from the July 16, 2024 budget meeting.

PREVIOUS RELEVANT BOCC ACTION:
July 16, 2024 - The Board reviewed the proposed budget.
September 4, 2024 - The Board approved the Tentative Budget for Fiscal Year 2025

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

2025 ResolFinal.doc
Budget2025-AgendaItemPacket7-16-24.pdf

FINANCIAL IMPACT:
N/A

RESOLUTION NO. _____

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY ADOPTING A FINAL BUDGET FOR FISCAL YEAR 2025.

WHEREAS, the Monroe County Comprehensive Plan Land Authority (hereinafter "Land Authority"), a land authority pursuant to Section 380.0663, Florida Statutes, held a public hearing on September 4, 2024 after 5:00 PM at the Harvey Government Center in Key West, Monroe County, Florida to adopt a Tentative Budget for Fiscal Year 2025; and

WHEREAS, the Land Authority held a final public hearing on the proposed budget on September 11, 2024 after 5:00 PM at the Murray Nelson Government Center in Key Largo, Monroe County, Florida to adopt a Final Budget for Fiscal Year 2025; and

WHEREAS, the public hearing participants were also provided the option of participating in said hearings via Communications Media Technology using a Zoom Webinar platform; NOW, THEREFORE,

BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY that the Budget of $42,667,281 in Attachment A is hereby adopted as the Final Budget for Fiscal Year 2025.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a meeting on this 11th day of September 2024.

Commissioner Craig Cates	_____
Chairwoman Michelle Lincoln	_____
Commissioner Holly Raschein	_____
Commissioner James Scholl	_____
Chairman David Rice	_____

(Seal)

ATTEST:

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY

_____
Christine Hurley
Executive Director

_____
David P. Rice
Chairman

Approved as to form and legality:

Gregory Oropeza, Esquire

ATTACHMENT A
MONROE COUNTY LAND AUTHORITY
FY 2025 BUDGET

	Budget FY 2025
Revenues:	
Intergovernmental	
Tourist Impact Tax - Restricted - Key West	$3,512,450
Tourist Impact Tax - Restricted - FL Keys	$4,068,733
Park Surcharge - Restricted	$439,623
Tourist Impact Tax & Park Surcharge - Administration	$447,857
Fund Balance Forward	
Tourist Impact Tax - Restricted - Key West	$15,361,697
Tourist Impact Tax - Restricted - FL Keys	$0
Park Surcharge - Restricted	$0
Assigned and Unassigned	$15,905,878
Miscellaneous	
Interest Income	$500,000
BOCC Reimbursement for MCLA Employee	$195,688
Sale of Land	$4,481,000
Less 5%	-$2,245,646
Total Revenues	$42,667,281
Appropriations:	
Salaries, Benefits, and General Operating Expenses	$1,517,500
Operating FL Keys ACSC - Forgivable Mortgages	$0
Operating FL Keys ACSC - Construction Funding	$2,240,000
Operating Key West ACSC - Forgivable Mortgages	$0
Operating Key West ACSC - Construction Funding	$18,728,500
Capital Outlay	
Office Equipment	$10,000
FL Keys Area of Critical State Concern	$15,732,386
ROGO Reserve	$3,293,248
Key West Area of Critical State Concern	$145,647
Reserves	
Contingency	$500,000
End of Year Cash	$500,000
Total Appropriations	$42,667,281

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Budget Meeting Meeting
July 16, 2024
Agenda Item Number: D1
2023-2534

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:

STAFF CONTACT: Christine Hurley

AGENDA ITEM WORDING: Review of the Monroe County Comprehensive Plan Land Authority Fiscal Year 2025 Budget.

ITEM BACKGROUND:
See attached Memorandum. The Governing Board has not reviewed the three projects Key West has currently requested be funded in an amount of $17,728,500. Key West Commission are expected to request an additional $1 Million for one of those three project (The Lofts) at their August 8, 2024 meeting.

Those three projects are expected to be reviewed at the September 11, 2024 Board meeting. Since adoption of the budget is also on September 11, 2024, there will be an opportunity to adjust the budget if needed before final adoption. The three projects are currently included in an amount of $17,728,500, which is expected to change for final budget adoption to $18,728,500. This would basically allocate all Land Authority funds for the Key West geographical area through September 30, 2025.

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Proposed MCLA Budget FY2025

FINANCIAL IMPACT:
N/A

MONROE COUNTY LAND AUTHORITY
1200 Truman Avenue, Suite 207, Key West, FL 33040
Phone: (305) 295-5180 Fax: (305) 295-5181

MEMORANDUM

To: Land Authority Governing Board

From: Christine Hurley, AICP, Executive Director

Date: June 15, 2024

Subject: Proposed Budget for Fiscal Year 2025

Attached please find the Land Authority's proposed budget for fiscal year 2025. This memo provides an overview and discussion of the proposed budget, revenues, and trends.

Total Budget Summary:

The proposed budget for FY 2025 is $42,667,281, which corresponds to a $7,127,281 increase compared to the amended FY24 Budget of $35,540,000. The primary reason for this increase is the increase in revenue by selling land to the State of Florida, Florida Forever Program. This increases revenue and therefore, increases the amount of funds available for future buying.

Revenue Summary:

Of the total budget, anticipated revenues for FY 2025 is $42,667,281 are expected to be:

- $7,581,183 from incoming tourist impact tax ($3,512,450 from Key West and $4,068,733 from the County/Other Cities, as well as Park Surcharge and administrative revenue ($439,623 + 447,857)
- $15,361,697 Fund balance forward (Key West $15,361,697)
- $5,176,688 Miscellaneous Revenue (Interest estimated at $500,000 + BOCC Reimbursement for Employees $195,688 + Sale of Land to the State of Florida *estimated $4,481,000)
- Less a 5% reserve of (-$2,245,646)

*As you know, the Land Authority has been working in partnership with the State of Florida Department of Environmental Protection (DEP) to pre-acquire lands in the Florida Forever boundary and then "resell" the conservation land to DEP to help them fulfill their $5 Million goal from the Florida Keys Stewardship Act.

Appropriations Summary:

Key Appropriations for FY 2025 land purchases or affordable housing (capital outlay) and reserves are:

- $15,732,386 for use in the Florida Keys Area of Critical State Concern (Unincorporated County and incorporated Cities, except Key West)
- $2,240,000 for Construction Funding for Sugarloaf Landings 54 units of affordable housing
- $3,293,248 for ROGO Reserve Account (used for Administrative Relief and lawsuit settlements)
- $1,145,647 for use in Key West Area of Critical State Concern
- $10,000,000 for Construction Funding for Key West Housing Authority (KWHA) Poinciana Plaza 56 units of affordable housing
- $2,800,000 for Construction Funding for Key West Continuum of Care at Poinciana Plaza 16 units total with 4 new units

- $1,000,000 for Reserves (Contingency and End of Year Cash)
- $1,517,500 for Salaries and General Operating Expenses

Overview of Revenues

The Land Authority receives no property tax revenue and therefore the Board does not need to adopt a millage rate for this budget. The Land Authority's two primary sources of recurring revenue are collected at rates previously fixed by the Florida Legislature and by local ordinance. These revenues consist of:

1) Park Surcharge: a surcharge on admissions and camping at the State parks in unincorporated Monroe County and

2) Tourist Impact Tax: half of the one-penny tourist impact tax charged on lodging in the Keys.

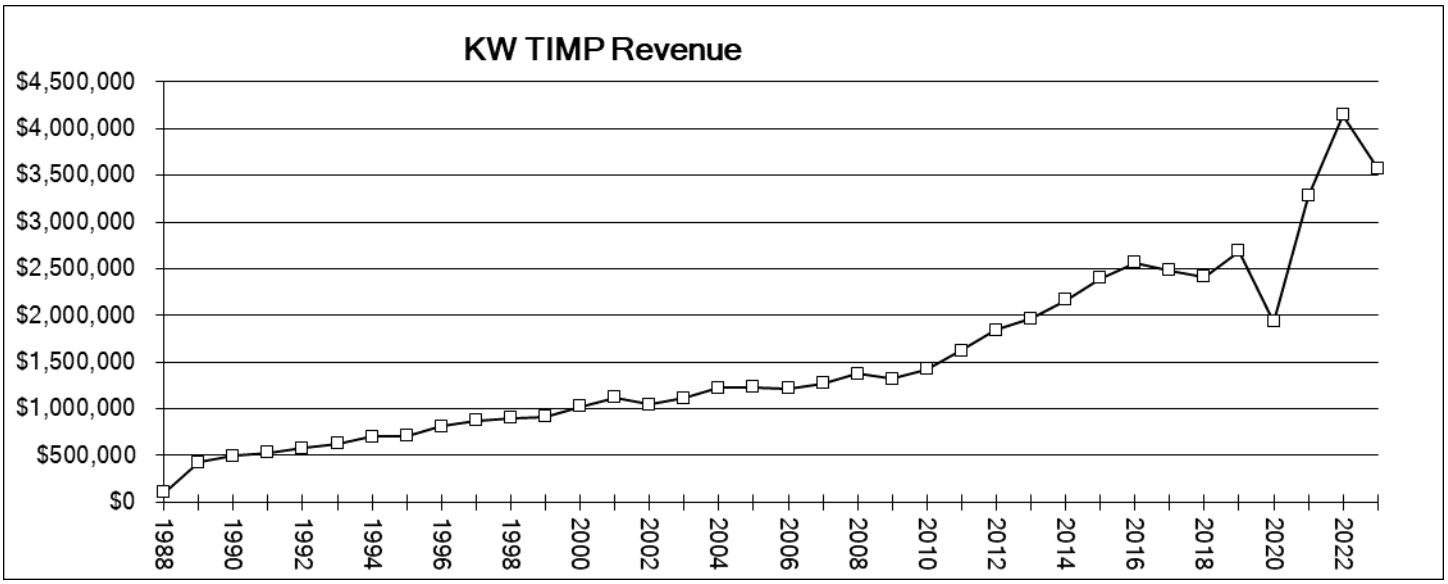
By statute, the other half of the tourist impact tax goes to the County general fund as a payment in lieu of taxes (since purchasing land by government removes the value from the tax roll) and therefore does not appear in the Land Authority budget. Additionally, over the years the Land Authority has also received various other revenues such as grants, proceeds from the sale of land, mortgage loan repayments, and interest income.

The amount of park surcharge revenue and tourist impact tax revenue that can be spent on administrative expenses is limited to 10% and 5%, respectively, and is therefore supplemented with other available revenue and unassigned fund balance to fund operating expenses and maintain existing staffing levels.

Key West

Tourist Impact Tax

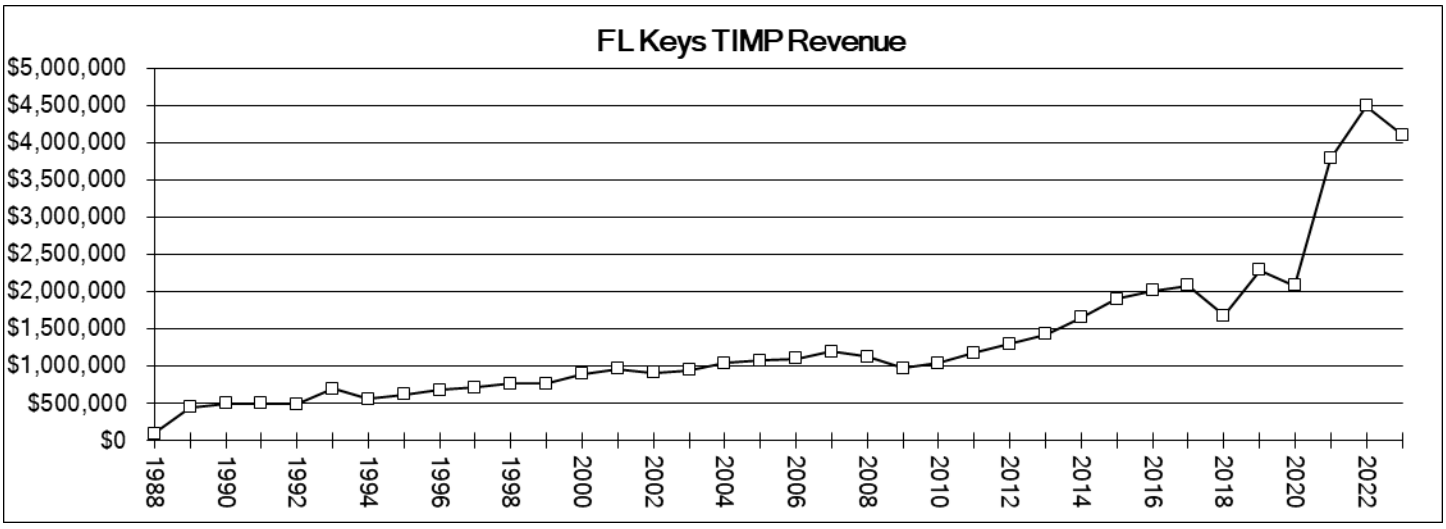
Within the City of Key West, the Tourist Impact Tax revenue collected from lodging establishments is dedicated to be spent in Key West. This chart demonstrates the revenue since the creation of the Land Authority. As you can see, 2023 started a downturn after the record breaking year, 2022, following COVID.



The Florida Keys

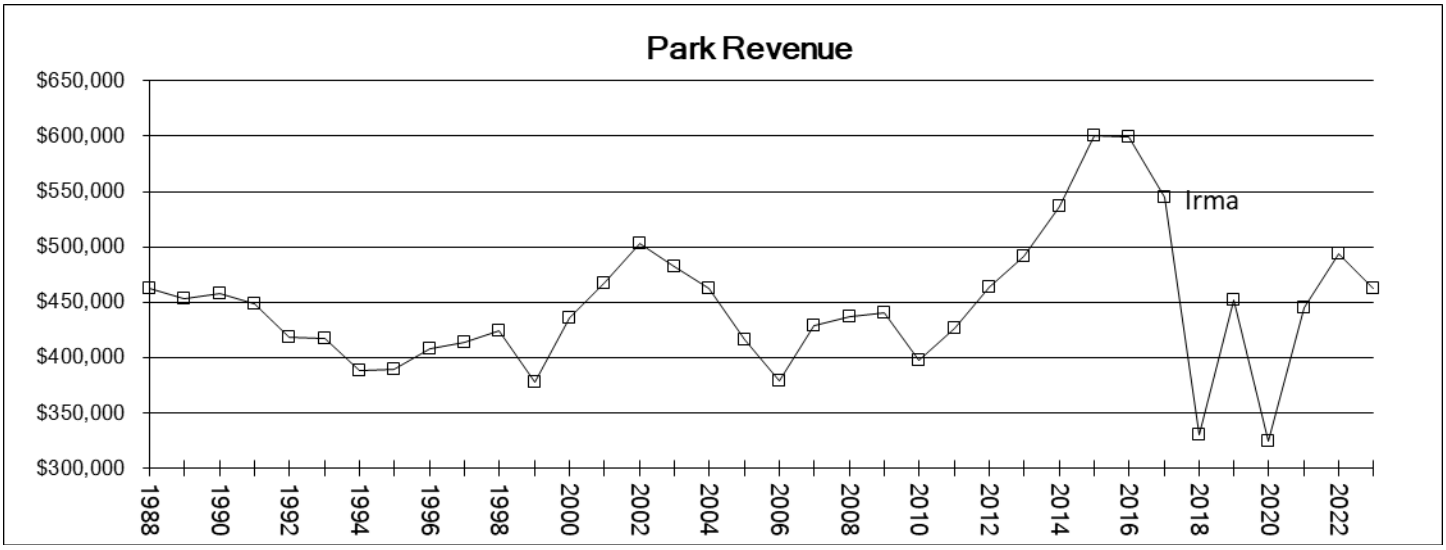
Tourist Impact Tax

Within the unincorporated County and Cities, excluding the City of Key West, the Tourist Impact Tax revenue collected from lodging establishments is dedicated to be spent in these areas. This chart demonstrates the revenue since the creation of the Land Authority. Florida Keys TIMP saw the same dip as Key West.



Park Surcharge

The State parks located within unincorporated Monroe County send the park surcharge revenue to the Land Authority. The State parks located within a municipality send the park surcharge revenue directly to that municipality and therefore, these funds are not available for the Land Authority programs.



State of Florida Department of Environmental Protection (DEP)

Stewardship Act

The 2016 Stewardship Act documented the State and County partnership and outlined the urgency in purchasing land in the Florida Keys to retire development rights, as well as protect the natural environment. The goal within the Act is for the State to spend $5 million per year on land acquisition in the Florida Forever Boundary. The table below demonstrates the annual expenditures by DEP, since passage of the Florida Keys Stewardship Bill:

STATE FISCAL YEAR	STATE PURCHASES FROM PRIVATE SELLERS*	STATE PURCHASES OF PRE-ACQUIRED LAND FROM MCLA*	TOTAL STATE PURCHASES*
2017	$0	$0	$0
2018	$709,246	$0	$709,246
2019	$2,037,381	$0	$2,037,381
2020	$1,177,841	$0	$1,177,841
2021	$695,492	$0	$695,492
2022	$89,732	$607,323	$697,055
2023	$210,828	$2,924,856	$3,135,684
2024 YTD	$0	$1,604,583	$1,604,583
TOTAL	$4,920,520	$5,136,763	$10,057,282

*Includes soft costs such as Appraisals, surveying, etc.

The real estate market in the Keys has been rapidly increasing since adoption of the Act. DEP has found it difficult to purchase land quickly and to meet the sales price expectations of sellers. Decades ago, DEP would allow the Land Authority to pre-acquire land and then purchase the land from the Land Authority at the price they can using their appraisal standards. During 2022, Land Authority staff worked with DEP to renew this model and during 2023 this effort increased.

As of May 8, 2024, the Land Authority resold $5,136,763 of land to the State of Florida, since 2016, with DEP spending a total of $10,057,282. This is expected to increase for 2024 with the addition of another buyer (consultant) on the Land Authority staff.

Current Issues

The most important activity the Land Authority performs is the purchase of land for environmental protection and retirement of development rights. The following table, prepared by the State Commerce show the results of the recent Department of Economic Opportunity Hurricane Evacation Model Clearance Times scenarios in Summary form. The next two tables, prepared by the Monroe County Planning Department, show those lots within the cities of Key West, Marathon, Layton, Key Colony Beach, and Islamorada. The third table shows those privately owned vacant lots within unincorporated Monroe by Tier designation. The MCLA will be reviewing that data and will begin prioritizing purchases, first of those in the Florida Forever boundary, since the State of Florida is willing to purchase those lots after pre-acquisition from the MCLA.

The BOCC will be working with DEO during 2024 to determine the appropriate number of ROGO allocations to be issued by the State of Florida, since DEO ran a new Hurricane Evacuation Model and created scenarios of possible ROGO allocation issuance options.

Clearance Times Summary

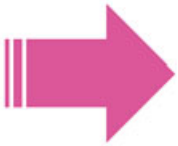
Deliverable 5: Baseline Modeling			Phases	Florida Keys Including Key West		Florida Keys Excluding Key West	
				Mobile Homes in Phase 2 (hours)	Mobile Homes in Phase 1 (hours)	Mobile Homes in Phase 2 (hours)	Mobile Homes in Phase 1 (hours)
Baseline Modeling		Shows baseline - does not include additional prospective allocations	Phase 2	26.0	24.0	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
Deliverable 6: Prospective Modeling for Future Allocations							
S1	3,550 Allocations	Distribute based on county/municipality population size	Phase 2	27.5	25.5	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
S2	3,550 Allocations	Distribute based percentage of vacant lands per county/municipality	Phase 2	28.0	26.0	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
S3	3,550 Allocations	Distribute based on current allocations: (1,970-Monroe, 300-Marathon, 280-Islamorada, 910-Key West, 30-Layton, 60-Key Colony Beach)	Phase 2	28.0	26.0	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
S4	Minimal Allocations (11 allocations/yr)	Distributes Monroe County (5); Marathon (2); Islamorada (2); Key West (2 – affordable only)	Phase 2 (10 Years Growth)	26.5	24.0	15.5	15.5
			Phase 2B (20 Years Growth)	26.5	24.0	15.5	15.5
			Phase 1	15.5	15.5	15.0	15.0
S5	One Unit/Vacant Lot	Distributes 7,954 units	Phase 2	31.0	28.5	17.0	16.5
			Phase 1	15.5	15.5	15.0	15.0

2020 Census: Hurricane Evacuation Modeling Update

FL Commerce's reference to 7,954 units was based on the number of privately-owned vacant parcels within the Florida Keys (unincorporated MC, Islamorada, Layton, Key Colony Beach, Marathon, Key West).

Further analysis indicates that a significant portion of those parcels may be already restricted by protected habitat and/or existing zoning density standards.

Key West	84
Unincorporated Monroe County	6,086
Marathon	764
Islamorada	971
Key Colony Beach	39
Layton	10
	7,954

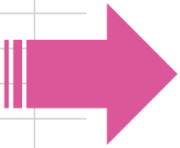


Key West	n/a – already reserved
Unincorporated Monroe County	2,220
Marathon	556
Islamorada	221
Key Colony Beach	n/a
Layton	n/a – already reserved
	2,997

4/17/2024 April 17, 2024, BOCC - Item J3 3

Monroe County (unincorporated) Private Vacant Land
Data Sent to DEO for Hurricane Modeling Oct 2023:

Tier	
I	3023
II	223
III	2551
III-A	122
Military	3
No Tier	164
Total	**6,086**



Monroe County (unincorporated) Private Vacant Land
*Removed Submerged, Mangrove, and Protected Wetlands
*Removed Parcels with less than 1 unit of density per Zoning/FLUM

Not limited by habitat/Policy 102 AND has 1 or more density rights	
Tier 1	398
Tier II	165
Tier III	1553
Tier III-A	96
No Tier	8
military	0
TOTAL	**2220**

Fortunately, revenues have been up since COVID ended, which has given the Land Authority the ability to purchase more land than usual, and the flexibility to leverage DEP funds through resales.

ROGO Reserves

In accordance with Policy 101.7.2 of the County Comprehensive Plan, funding is reserved for the administrative relief provisions of the rate of growth ordinance (ROGO). Although this policy recommends an annual set aside of 35% of the Florida Keys ACSC acquisition revenue, there have been very few expenditures from this reserve over the last five years. For this reason, the ROGO Reserve that would result from a 35% set aside has been reduced to the current year level of $3,293,248 and the difference has been allocated for general use in the Florida Keys ACSC.

The budget also includes general reserves of $500,000 for contingency and $500,000 for end of year cash. All funding not otherwise committed is budgeted in the general appropriation for property in the Florida Keys ACSC.

With respect to administrative expenses, the implementation of merit or COLA salary increases, if any, will be limited to the amount and policy the Board approves for all County employees.

The property acquisition policies established by the budget are very general in nature. The Land Authority's annual Acquisition List and the Board's approval of purchase contracts provide more detailed direction about the specific properties to be acquired.

MONROE COUNTY LAND AUTHORITY
FY 2025 BUDGET

	Proposed Budget FY 2025	Increase/ (Decrease)	% Change	**Amended Budget FY 2024**	Amended Budget FY 2023	Actual FY 2023
Revenues:						
Intergovernmental						
Tourist Impact Tax - Restricted - Key West	3,512,450	550,295	18.6%	2,962,155	2,634,201	3,398,447
Tourist Impact Tax - Restricted - FL Keys	4,068,733	788,305	24.0%	3,280,428	2,718,805	3,902,168
Park Surcharge - Restricted	439,623	60,786	16.0%	378,837	407,290	462,177
Tourist Impact Tax & Park Surcharge Administration	447,857	77,207	20.8%	370,650	308,379	430,461
Fund Balance Forward						
Tourist Impact Tax - Restricted - Key West	15,361,697	2,473,794	19.2%	12,887,903	11,238,729	10,156,033
Tourist Impact Tax - Restricted - FL Keys	0	0	n/a	0	2,902,414	2,293,931
Park Surcharge - Restricted	0	0	n/a	0	0	0
Assigned and Unassigned	15,905,878	3,234,595	25.5%	12,671,283	8,903,722	9,521,418
Miscellaneous						
Interest Income	500,000	250,000	100.0%	250,000	25,000	1,087,455
BOCC Reimbursement for MCLA Employee	195,688	67,419	52.6%	128,270		
Sale of Land	4,481,000	0	0.0%	4,481,000	4,481,000	5,071,658
Donation	0	0	n/a	0	0	4,490,558
Tax Collector Excess Fees	0	0	n/a	0	0	248,026
Mortgage Receivable	0	0	n/a	0	0	7,419,025
Less 5%	(2,245,646)			(1,870,526)	(1,680,977)	
Total Revenues	42,667,281	7,127,281	20.1%	35,540,000	31,938,563	46,057,290
Appropriations:						
Salaries and Benefits	1,196,500	200,000	20.1%	996,500	807,100	740,900
General Operating Expenses	321,000	13,000	4.2%	308,000	221,100	156,199
Special Operating Expenses:						
Operating FL Keys ACSC - Forgivable Mortgages	0	0	n/a	0	0	0
Operating FL Keys ACSC - Construction Funding	2,240,000	2,240,000	n/a	0	1,353,989	0
Operating Key West ACSC - Forgivable Mortgages	0	0	n/a	0	0	0
Operating Key West ACSC - Construction Funding	17,728,500	17,728,500	n/a	0	0	0
Capital Outlay						
Office Equipment	10,000	0	0.0%	10,000	10,000	0
FL Keys Area of Critical State Concern	15,732,386	1,650,192	11.7%	14,082,194	11,380,196	6,262,235
ROGO Reserve	3,293,248	0	0.0%	3,293,248	3,293,248	0
Key West Area of Critical State Concern	1,145,647	(14,704,411)	-92.8%	15,850,058	13,872,930	0
Reserves						
Contingency	500,000	0	0.0%	500,000	500,000	0
End of Year Cash	500,000	0	0.0%	500,000	500,000	0
Total Appropriations	42,667,281	7,127,281	20.1%	35,540,000	31,938,563	7,159,335

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Budget Meeting Meeting
September 11, 2024
Agenda Item Number: D1
2023-3020

BULK ITEM: No

DEPARTMENT: Budget and Finance

TIME APPROXIMATE:
5:05 P.M. Budget Hearing

STAFF CONTACT: John Quinn

AGENDA ITEM WORDING: District 1 Board of Governors Resolution adopting the final millage rate for Fiscal Year 2025.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

1 - 9.11.24 BOG Budget Hearing Resolution Final Millage Rate FY 2025.pdf

---

FINANCIAL IMPACT:

BOARD OF GOVERNORS
LOWER AND MIDDLE KEYS FIRE AND AMBULANCE DISTRICT

Resolution No. _____-2024

A RESOLUTION ADOPTING THE FINAL MILLAGE RATE FOR FISCAL YEAR 2025

WHEREAS, the Board of Governors of District 1 Lower and Middle Keys Fire and Ambulance, Monroe County, Florida, pursuant to the provisions of Chapters 129 and 200, Florida Statutes, did conduct a Public Hearing on September 11, 2024, at 5:05 p.m. at the Murray E. Nelson Government Center, 102050 Overseas Highway, Key Largo, 33037, Monroe County, Florida and via Communications Media Technology ("CMT") using a Zoom Webinar platform, to amend and adopt a Final Millage Rate for District 1 Lower and Middle Keys Fire and Ambulance for Fiscal Year 2025, now, therefore,

BE IT RESOLVED BY THE BOARD OF GOVERNORS LOWER AND MIDDLE KEYS FIRE AND AMBULANCE DISTRICT, MONROE COUNTY, FLORIDA, that the Millage Rate of 1.7414 be adopted as the Final Millage Rate for District 1 Lower and Middle Keys Fire and Ambulance for Fiscal Year 2025, which is over the rolled-back millage rate of 1.5469 by 12.57%.

PASSED AND ADOPTED by the Board of Governors of District 1 Lower and Middle Keys Fire and Ambulance of Monroe County, Florida, at a meeting of said Board held on the 11th day of September, AD 2024.

Representative Craig Cates	_____
Representative Michelle Lincoln	_____
Representative James K. Scholl	_____
Representative Greg Lewis	_____
Representative Bruce Halle	_____

BOARD OF GOVERNORS, LOWER AND MIDDLE KEYS FIRE AND AMBULANCE DISTRICT OF MONROE COUNTY, FLORIDA

By_____
Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
Deputy Clerk

D2

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Budget Meeting Meeting
September 11, 2024
Agenda Item Number: D2
2023-3021

BULK ITEM: No

DEPARTMENT: Budget and Finance

TIME APPROXIMATE:
5:05 P.M. Budget Hearing

STAFF CONTACT: John Quinn

AGENDA ITEM WORDING: District 1 Board of Governors Resolution adopting the final budget for Fiscal Year 2025.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

2 - 9.11.24 BOG Budget Hearing Resolution Final Budget FY 2025.pdf

---

FINANCIAL IMPACT:

BOARD OF GOVERNORS
LOWER AND MIDDLE KEYS FIRE AND AMBULANCE DISTRICT

Resolution No. _____-2024

A RESOLUTION ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2025

WHEREAS, the Board of Governors of District 1 Lower and Middle Keys Fire and Ambulance, Monroe County, Florida, pursuant to the provisions of Chapters 129 and 200, Florida Statutes, did conduct a Public Hearing on September 11, 2024, at 5:05 p.m. at the Murray E. Nelson Government Center, 102050 Overseas Highway, Key Largo, 33037, Monroe County, Florida and via Communications Media Technology ("CMT") using a Zoom Webinar platform, to amend and adopt a Final Budget for District 1 Lower and Middle Keys Fire and Ambulance for Fiscal Year 2025, now, therefore,

BE IT RESOLVED BY THE BOARD OF GOVERNORS LOWER AND MIDDLE KEYS FIRE AND AMBULANCE, MONROE COUNTY, FLORIDA, that the Budget of $20,538,898 be adopted as the Final Budget for District 1 Lower and Middle Keys Fire and Ambulance for Fiscal Year 2025 and is hereby adopted.

PASSED AND ADOPTED by the Board of Governors of District 1 Lower and Middle Keys Fire and Ambulance of Monroe County, Florida, at a meeting of said Board held on the 11th day of September, AD 2024.

Representative Craig Cates	_____
Representative Michelle Lincoln	_____
Representative James K. Scholl	_____
Representative Greg Lewis	_____
Representative Bruce Halle	_____

BOARD OF GOVERNORS, LOWER AND MIDDLE KEYS FIRE AND AMBULANCE DISTRICT OF MONROE COUNTY, FLORIDA

By_____
Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
Deputy Clerk

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Budget Meeting Meeting
September 11, 2024
Agenda Item Number: E1
2023-3022

BULK ITEM: No

DEPARTMENT: Budget and Finance

TIME APPROXIMATE:
5:05 P.M. Budget Hearing

STAFF CONTACT: John Quinn

AGENDA ITEM WORDING: Approval of County Commission Resolution adopting the final millage rates for Fiscal Year 2025.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

3 - 9.11.24 Budget Hearing Resolution Final Millage Rates FY 2025.pdf

---

FINANCIAL IMPACT:

BOARD OF COUNTY COMMISSIONERS

Resolution No. _____-2024

A RESOLUTION ADOPTING THE FINAL MILLAGE RATES FOR FISCAL YEAR 2025

WHEREAS, the Board of County Commissioners, Monroe County, Florida, pursuant to the provisions of Chapters 129 and 200, Florida Statutes, did conduct a Public Hearing on September 11, 2024, at 5:05 p.m. at the Murray E. Nelson Government Center, 102050 Overseas Highway, Key Largo, 33037, Monroe County, Florida and via Communications Media Technology ("CMT") using a Zoom Webinar platform, to amend and adopt a Final Millage Rate for each district for Fiscal Year 2025, now, therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, MONROE COUNTY, FLORIDA, that the following Millage Rates be adopted as the Final Millage Rates for Fiscal Year 2025, and is hereby adopted as follows:

County Commissioners	2.6929
General Purpose MSTU	0.1756
Local Road Patrol Law Enforcement Dist.	0.2889
Lower and Middle Keys Fire & Amb. Dist. 1	1.7414
Middle Keys Health Care MSTU	0.5000

BE IT FURTHER RESOLVED BY SAID BOARD that the aggregate millage rate be adopted as the Final Aggregate Millage Rate is 3.3779 for Fiscal Year 2025 which is higher than the rolled-back millage rate of 3.1078 by 8.69%.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a meeting of said Board held on the 11th day of September, AD 2024.

Mayor Holly Merrill Raschein	_____
Mayor *Pro Tem* James K. Scholl	_____
Commissioner Michelle Lincoln	_____
Commissioner David Rice	_____
Commissioner Craig Cates	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By_____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
Deputy Clerk

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Budget Meeting Meeting
September 11, 2024
Agenda Item Number: E2
2023-3023

BULK ITEM: No

DEPARTMENT: Budget and Finance

TIME APPROXIMATE:
5:05 P.M. Budget Hearing

STAFF CONTACT: John Quinn

AGENDA ITEM WORDING: Approval of County Commission Resolution adopting the final operating budget for Fiscal Year 2025.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

4 - 9.11.24 Budget Hearing Resolution Final Operating Budget FY 2025.pdf

---

FINANCIAL IMPACT:

BOARD OF COUNTY COMMISSIONERS

Resolution No. _____-2024

A RESOLUTION ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2025

WHEREAS, the Board of County Commissioners of Monroe County, Florida, pursuant to the provisions of Chapters 129 and 200, Florida Statutes, did conduct a Public Hearing on September 11, 2024, at 5:05 p.m. at the Murray E. Nelson Government Center, 102050 Overseas Highway, Key Largo, 33037, Monroe County, Florida and via Communications Media Technology ("CMT") using a Zoom Webinar platform, to amend and adopt a Final Budget for each County fund for Fiscal Year 2025, now, therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY FLORIDA, that the Budget be adopted as the Final Budget for Fiscal Year 2025, summarized as follows, and is hereby adopted,

Fund #	Fund Name	Amount
001	GENERAL FUND	86,927,450
100	AFFORDABLE HOUSING PROGRAMS (FORMERLY CDBG)	317,850
101	LAW ENFORCEMENT, JAIL, JUDICIAL	92,636,820
102	ROAD AND BRIDGE	12,133,559
104	MIDDLE KEYS HEALTH CARE MSTU	3,488,204
115	TDC DISTRICT TWO PENNY	11,715,226
116	TDC ADMIN & PROMO TWO PENNY	26,048,250
117	TDC DISTRICT 1 THIRD PENNY	36,356,367
118	TDC DISTRICT 2 THIRD CENT	5,201,107
119	TDC DISTRICT 3 THIRD CENT	15,671,912
120	TDC DISTRICT 4 THIRD CENT	8,966,071
121	TDC DISTRICT 5 THIRD CENT	12,665,737
125	GOVERNMENTAL GRANTS FUND	414,008
130	IMPACT FEES FUND - ROADWAY	598,515
131	IMPACT FEES FUND - PARKS	647,270
133	IMPACT FEES FUND - SOLID WASTE	137,615
135	IMPACT FEES FUND - FIRE FACILITIES	184,490
141	FIRE & AMBULANCE DISTRICT 1	20,538,898
147	UNINCORPORATED PARKS & BEACHES	5,677,235
148	MSTD - PLNG/BLDG/CODE/FIRE MAR	12,250,988
149	MUNICIPAL POLICING	13,300,405
150	911 ENHANCEMENT FUND	600,300
152	DUCK KEY SPECIAL SECURITY DISTRICT	161,100
153	LOCAL HOUSING ASSISTANCE TRUST FUND	3,235,927
155	AFFORDABLE HOUSING INITIATIVES	78,578
157	BOATING IMPROVEMENT FUND	1,635,211
158	MISC SPECIAL REVENUE FUND	3,257,832
160	ENVIRONMENTAL RESTORATION FUND	1,675,974
162	LAW ENFORCEMENT TRUST	4,223,416
163	COURT FACILITIES FEES TRUST	500,050
164	CLERK'S DRUG ABUSE TRUST	65,000
177	CANAL SPECIAL ASSESSMENTS	194,048
180	BUILDING FUND	7,239,923
207	DEBT SERVICE FUND	24,008,795
304	ONE CENT INFRASTRUCTURE SALES TAX	98,170,867

316	LAND ACQUISITION	1,094,336
401	CARD SOUND BRIDGE	8,432,236
403	MARATHON AIRPORT - O&M	3,861,577
404	KEY WEST AIRPORT - O&M	35,190,558
405	GENERAL AIRPORT REVENUE BOND	42,266,750
406	PFC & OPERATING RESTRICTIONS	12,597,463
414	SOLID WASTE MANAGEMENT	37,018,308
501	WORKER'S COMPENSATION	5,750,826
502	GROUP INSURANCE	38,799,882
503	RISK MANAGEMENT	14,103,272
504	FLEET MANAGEMENT FUND	5,608,479
610	LOSAP TRUST FUND	65,500
	TOTAL	**$715,714,185**

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a meeting of said Board held on the 11th day of September, AD 2024.

Mayor Holly Merrill Raschein _____
Mayor *Pro Tem* James K. Scholl _____
Commissioner Michelle Lincoln _____
Commissioner David Rice _____
Commissioner Craig Cates _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By_____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
Deputy Clerk

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Budget Meeting Meeting
September 11, 2024
Agenda Item Number: E3
2023-3024

BULK ITEM: No

DEPARTMENT: Budget and Finance

TIME APPROXIMATE:
5:05 P.M. Budget Hearing

STAFF CONTACT: John Quinn

AGENDA ITEM WORDING: Approval of County Commission Resolution adopting the final capital budget for Fiscal Year 2025.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

5 - 9.11.24 Budget Hearing Resolution Final Capital Budget FY 2025.pdf

---

FINANCIAL IMPACT:

BOARD OF COUNTY COMMISSIONERS

Resolution No. _____-2024

A RESOLUTION ADOPTING THE FINAL CAPITAL BUDGET FOR FISCAL YEAR 2025

WHEREAS, the Board of County Commissioners of Monroe County, Florida, pursuant to the provisions of Chapters 129 and 200, Florida Statutes, did conduct a Public Hearing on September 11, 2024, at 5:05 p.m. at the Murray E. Nelson Government Center, 102050 Overseas Highway, Key Largo, 33037, Monroe County, Florida and via Communications Media Technology ("CMT") using a Zoom Webinar platform, to amend and adopt a Final Capital Budget for each County fund for Fiscal Year 2025, now, therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY FLORIDA, that the Budget be adopted as the Final Capital Budget for Fiscal Year 2025, summarized as follows, and is hereby adopted,

Fund #	Fund Name	Amount
102	ROAD AND BRIDGE FUND	12,133,559
130	IMPACT FEES FUND - ROADWAY	598,515
131	IMPACT FEES FUND - PARKS	647,270
133	IMPACT FEES FUND - SOLID WASTE	137,615
135	IMPACT FEES FUND - FIRE FACILITIES	184,490
304	ONE CENT INFRASTRUCTURE SALES TAX	98,170,867
316	LAND ACQUISITION	1,094,336
	TOTAL	**$112,966,652**

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a meeting of said Board held on the 11th day of September, AD 2024.

Mayor Holly Merrill Raschein _____
Mayor *Pro Tem* James K. Scholl _____
Commissioner Michelle Lincoln _____
Commissioner David Rice _____
Commissioner Craig Cates _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By_____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
Deputy Clerk

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor Holly Merrill Raschein, District 5
Mayor Pro Tem James K. Scholl, District 3
Craig Cates, District 1
Michelle Lincoln, District 2
David Rice, District 4

Budget Meeting Meeting
September 11, 2024
Agenda Item Number: E4
2023-3025

BULK ITEM: No

DEPARTMENT: Budget and Finance

TIME APPROXIMATE:

STAFF CONTACT: Tina Boan

AGENDA ITEM WORDING: Approval of a resolution of the Board of County Commissioners with respect to reimbursement of certain costs relating to various capital improvements within the County.

ITEM BACKGROUND:
It is the intent of the County to reimburse various costs and expenditures relating to the acquisition, construction and equipping of the Project. The County has paid for, and/or reasonably anticipates that it will pay for, such costs and expenditures from moneys on deposit in the One Cent Infrastructure Sales Surtax, Fund 304 of the County. It is reasonably expected that reimbursement of such costs and expenditures shall come from the issuance of tax-exempt debt which is not expected to exceed $45,000,000 aggregate principal amount.

It is the intent of this resolution to meet the requirements of Treasury Regulations Section 1.150-2 and to be a declaration of official intent under such Section.

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Reimbursement Resolution (2024) (002).pdf

FINANCIAL IMPACT:

MONROE COUNTY, FLORIDA
RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA WITH RESPECT TO REIMBURSEMENT OF CERTAIN COSTS RELATING TO VARIOUS CAPITAL IMPROVEMENTS WITHIN THE COUNTY.

WHEREAS, Monroe County, Florida (the "County") has incurred and/or will incur various costs in relation to the acquisition, construction and equipping of various capital improvements within the County, as generally described on Exhibit A hereto and more particularly described in the plans and specifications on file with the County (the "Project");

WHEREAS, the County has determined it is in its best interest to reimburse all or a portion of such costs from proceeds of tax-exempt debt; and

WHEREAS, the United States Department of Treasury has issued various regulations in regard to reimbursement of governmental costs through the issuance of tax-exempt debt;

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. It is the intent of the County to reimburse various costs and expenditures relating to the acquisition, construction and equipping of the Project. The County has paid for, and/or reasonably anticipates that it will pay for, such costs and expenditures from moneys on deposit in the One Cent Infrastructure Sales Surtax, Fund 304 of the County. It is reasonably expected that reimbursement of such costs and expenditures shall come from the issuance of tax-exempt debt which is not expected to exceed $45,000,000 aggregate principal amount.

SECTION 2. The County shall comply with all applicable law in regard to the public availability of records of official acts (i.e., adoption of this resolution) by public entities such as the County, including making this resolution available to public inspection.

SECTION 3. It is the intent of this resolution to meet the requirements of Treasury Regulations Section 1.150-2 and to be a declaration of official intent under such Section.

SECTION 4. This Resolution shall become effective immediately upon adoption hereof.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 11th day of September 2024.

Mayor Holly Merrill Raschein	_____
Mayor Pro Tem Jim Scholl	_____
Commissioner Craig Cates	_____
Commissioner Michelle Lincoln	_____
Commissioner David Rice	_____

(Seal)

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

Attest: Kevin Madok, Clerk

By: _____ **By:** _____
Deputy Clerk **Mayor**

GENERAL DESCRIPTION OF PROJECT

The Project generally consists of the following capital improvements, as more particularly described in the plans and specifications of file with the County, and as the same may be amended and supplemented from time to time:

- Sugarloaf Fire Station
- Rockland Fleet Garage Facility
- Sheriff Generator Building
- Conch Key Road Elevation
- Twin Lakes Road Elevation
- Sands Subdivision Road Elevation
- Sugarloaf Boulevard Bridge Replacement