

Contract No. LH776
CFDA No(s). 93.958
CSFA No(s). N/A

Client Services	<input checked="" type="checkbox"/>	Non-Client	<input type="checkbox"/>
Subrecipient	<input checked="" type="checkbox"/>	Vendor	<input type="checkbox"/>
Federal Funds	<input type="checkbox"/>	State Funds	<input checked="" type="checkbox"/>

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

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

The Department and Provider agree as follows:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1 Purpose and Contract Amount

The Department is engaging the Provider for the purpose of **obtaining court ordered competency restoration services in secure residential and community outpatient setting for juveniles who are incompetent to proceed**, as further described in Section 2, payable as provided in Section 3, in an amount not to exceed **\$27,709,701.00**.

1.2 Official Payee and Party Representatives

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

Name: Donald B. Read, President and CEO
Address: 2930 Kerry Forest Parkway, Suite 101
City: Tallahassee State: FL Zip Code: 32309
Phone: 850-643-1090 Ext: _____ E-mail: dread@twinoaksfl.org

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

Name: Benjie Read, CFO
Address: 2930 Kerry Forest Parkway, Suite 101
City: Tallahassee State: FL Zip Code: 32309
Phone: 850-643-1090 Ext: _____ E-mail: bread@twinoaksfl.org

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

1.3 Effective and Ending Dates

This Contract shall be effective **July 1, 2020** or the last party signature date, whichever is later. The service performance period under this Contract shall commence on **July 1, 2020** or the effective date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **June 30, 2023**, subject to the survival of terms provisions of Section 7.4. This contract may be renewed in accordance with SS. 287.057(13) or 287.058(1)(g), F.S.

administration of the program under this Contract (and primary point of contact) are:

Name: Mario Garcia (AFYC Director) & Venisha Buchanan (TOFOS Director)
Address: 2930 Kerry Forest Parkway, Suite 101
City: Tallahassee State: FL Zip Code: 32309
Phone: 850-379-3984 (Mario Garcia)
352-338-1811 (Venisha Buchanan) Ext: _____
E-mail: mgarcia@twinoaksfl.org & vbuchanon@twinoaksfl.org

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

Name: Tarha Selvidge
Address: 1317 Winewood Blvd, Bldg 6, Room 229
City: Tallahassee State: FL Zip Code: 32399-0700
Phone: 850-717-4346 Ext: _____ E-mail: Tarha.Selvidge@myflfamilies.com

1.4 Contract Document

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

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

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

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

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

1.4.4.1 Exhibits A through F;

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

1.4.4.3 This Standard Contract;

1.4.4.4 Any documents incorporated into this Contract by reference;

1.4.4.5 Attachments 1 through 2.

2. STATEMENT OF WORK

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

2.1 Scope of Work

The Scope of Work is described in Exhibit B.

2.2 Task List

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

2.3 Deliverables

The Deliverables are described in Exhibit D.

2.4 Performance Measures

2.4.1 The performance measures for acceptance of deliverables are set forth in Exhibit D, Section D-3.

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

3. PAYMENT, INVOICE AND RELATED TERMS

The Department shall pay for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1, subject to the availability of funds and

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

3.1 Prompt Payment and Vendor Ombudsman

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

3.2 Method of Payment

The Provider shall be paid in accordance with Exhibit F.

3.3 Invoices

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

3.3.2 The final invoice for payment shall be submitted to the Department no more than **30** days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

3.4 Financial Consequences

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

3.5 Overpayments and Offsets

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

3.6 MyFloridaMarketPlace Transaction Fee.

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

4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

4.1 Compliance with Statutes, Rules and Regulations

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

4.2 State Policies

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

4.3 Independent Contractor, Subcontracting and Assignments

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

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

4.3.3 The Provider may subcontract under this Contract

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

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

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

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

4.4 Provider Indemnity

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

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

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

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

4.5 Insurance

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

4.6 Notice of Legal Actions

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

4.7 Intellectual Property

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

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

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

4.8 Transition Activities

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

4.9 Real Property

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

4.10 Publicity

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

4.11 Sponsorship

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

4.12 Employee Gifts

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

4.13 Mandatory Reporting Requirements

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

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

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

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

4.14 Employment Screening

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

4.14.1.1 Employment history checks;

4.14.1.2 Fingerprinting for all criminal record checks;

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

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

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

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

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

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

4.15 Human Subject Research

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

4.16 Coordination of Contracted Services

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

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

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

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

4.16.3 Identifying name and number of the contract.

4.16.4 Starting and ending date of each contract.

4.16.5 Amount of each contract.

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

4.16.7 Name and contact information of each Contract Manager.

5. RECORDS, AUDITS AND DATA SECURITY

5.1 Records, Retention, Audits, Inspections and Investigations

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

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

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

5.1.4 A financial and compliance audit shall be provided to the Department as specified in this Contract and in Attachment **1**.

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

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

5.2 Inspections and Corrective Action

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

5.3 Provider's Confidential and Exempt Information

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

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

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

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

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

5.4 Health Insurance Portability and Accountability Act

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

☒ In compliance with 45 CFR § 164.504(e), the Provider shall comply with the provisions of Attachment 2 to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to the Provider's performance of this Contract.

5.5 Information Security

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

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

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

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

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

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

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

5.6 Public Records

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

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

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

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

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

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

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

5.6.3 IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT DCFCustodian@MYFLFAMILIES.COM, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 1317 WINEWOOD BLVD., TALLAHASSEE, FL 32399.

6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

6.1 Financial Penalties for Failure to Take Corrective Action

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

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

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

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

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

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

6.2 Termination

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

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

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

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

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

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

6.2.5.2 Had a contract terminated by the Department for cause.

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

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

6.3 Dispute Resolution

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

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

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

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

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

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

7. OTHER TERMS

7.1 Governing Law and Venue

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

7.2 No Other Terms

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

7.3 Severability of Terms

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

7.4 Survival of Terms

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

7.5 Modifications

Modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

7.6 Anticompetitive Agreements

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

7.7 Communications

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

7.8 Accreditation

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

7.9 Transitioning Young Adults

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

7.10 DEO and Workforce Florida

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

7.11 Purchases by Other Agencies

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

7.12 Unauthorized Aliens

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

7.13 Civil Rights Requirements

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

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

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

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

7.14 Use of Funds for Lobbying Prohibited

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

7.15 Public Entity Crime and Discriminatory Contractors

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

7.16 Whistleblower's Act Requirements

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

7.17 PRIDE

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

7.18 Recycled Products

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

8. FEDERAL FUNDS APPLICABILITY

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

8.1 Federal Law

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

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

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

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

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

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

8.1.7 If the Provider is a federal subrecipient or pass through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine whether or not its subcontracts are being awarded to a "contractor" or a

“subrecipient,” as those terms are defined in 2 CFR, Part 200. If a Provider's subcontractor is determined to be a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

8.2 Federal Funding Accountability and Transparency Act (FFATA)

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

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

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

8.3 Federal Whistleblower Requirements

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

9. CLIENT SERVICES APPLICABILITY

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

9.1 Client Risk Prevention

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

9.2 Emergency Preparedness Plan

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

9.3 Support to the Deaf or Hard-of-Hearing

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

9.3.2 If the Provider or any of its subcontractors employs 15 or more employees, such Provider and subcontractor shall each designate a Single-Point-of-Contact to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database by the 5th business day of the month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The

name and contact information for the Provider's Single-Point-of-Contact shall be furnished to the Department's Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

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

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

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

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

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

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

9.4 Confidential Client and Other Information

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

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

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

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

9.5 Major Disasters and Emergencies


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

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

IN WITNESS THEREOF, the parties hereto have caused this 56 page Contract to be executed by their undersigned officials as duly authorized.

PROVIDER: Twin Oaks Juvenile Development, Inc.

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature: 
Print/Type
Name: Donald B. Read
Title: President and CEO
Date: 6-30-2020

Signature: _____
Print/Type
Name: Chad Poppell
Title: Secretary
Date: _____

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

Federal Tax ID # (or SSN): 59-3512790

Provider Fiscal Year Ending Date: 06/30.

The Remainder of this Page Intentionally Left Blank.

EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 9 of the Integrated Standard Contract, as provided herein:

A-1 ENGAGEMENT, TERM AND CONTRACT DOCUMENT

In addition to the provisions of **Section 1.4.1**, the program-specific terms and definitions found in **Exhibit A2** apply to this Contract.

A-2 STATEMENT OF WORK

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

A-3 PAYMENT, INVOICE AND RELATED TERMS

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

A-4 GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

A-4.1 **Section 4.3.3.1** is hereby amended to read:

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

A-4.2 In addition to the provisions of **Section 4.3.3.2**, the Provider shall monitor each subcontractor in order to assure that the provisions of this Contract related to client care have been fully met.

A-4.3 In addition to the provisions of **Section 4.8**, the Provider shall submit a Transition Plan to the Department for approval no later than nine (9) months prior to the end of the contract term, as directed upon notification of the Department's intent to terminate pursuant to **Section 6.2**, or with the Provider's notice to terminate pursuant to **Section 6.2.2**.

A-4.4 In addition to the provisions of **Section 4.13**, the Provider and any subcontractors shall comply with the requirements of section 394.459, F.S., and Rule 65E-9.012, F.A.C.

A-4.5 The Provider shall apply the provisions of **Section 4.14.1** to all volunteers that may have access to juveniles served under this Contract.

A-4.6 In addition to the provisions of **Section 4.16**, the Provider shall coordinate services provider under this Contract with all Managing Entities under contract with the Department.

A-4.6.1 The Provider shall submit a copy of this contract and any amendments or renewals to each Managing Entity within 30 days of execution;

A-4.6.2 The Provider shall provide contact information to each Managing Entity for a designated service coordinator; and

A-4.6.3 The Provider shall participate in coordinated system of care activities sponsored by each Managing Entity to support systemic referral coordination, needs assessment, planning, development, data collection, resource sharing and related activities of the Managing Entities.

A-5 RECORDS, AUDITS AND DATA SECURITY

In addition to the provisions of **Section 5.1**, the Provider shall provide the Department's JITP Statewide Coordinator and Contract Manager, and any other personnel authorized in writing by the Department with remote Virtual Private Network access to any electronic client file system utilized by the Provider. These personnel shall be limited to "view only" or "read only" access in the client file system.

A-6 PENALTIES, TERMINATION AND DISPUTE RESOLUTION

Section 6.2.2 is hereby amended to read:

This Contract may be terminated by the Provider upon no less than one-hundred and eighty (180) calendar days' notice in writing to the Department, unless another notice period is mutually agreed upon in writing.

A-7 OTHER TERMS

There are no additional provisions to this section of the Standard Contract

A-8 FEDERAL FUNDS APPLICABILITY

There are no additional provisions to this section of the Standard Contract

A-9 CLIENT SERVICES APPLICABILITY

A-9.1 The Provider shall obtain county approval annually of the emergency preparedness plan required by **Section 9.2** for the Apalachicola Forest Youth Camp (AFYC), prior to submission and shall submit the annual certification and modifications required by **Section 9.2** annually no later than April 1.

A-9.2 In addition to the provisions of **Section 9.5**, the Provider may request reimbursement for eligible expenses directly from FEMA only if the Provider elects not to request reimbursement through the Department's process.

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EXHIBIT A1 – SAMH PROGRAMMATIC, STATE, AND FEDERAL LAWS, RULES, AND REGULATIONS

The provider and its subcontractors shall comply with all applicable state and federal laws, rules and regulations, as amended from time to time, that affect the subject areas of the contract. Authorities include but are not limited to the following:

A1-1 FEDERAL AUTHORITY

A1-1.1 Block Grants Regarding Mental Health and Substance Abuse

A1-1.1.1 Block Grants for Community Mental Health Services

42 U.S.C. ss. 300x, et seq.

A1-1.1.2 Block Grants for Prevention and Treatment of Substance Abuse

42 U.S.C. ss. 300x-21 et seq.

45 C.F.R. Part 96, Subpart L

A1-1.2 Department of Health And Human Services, General Administration, Block Grants

45 C.F.R. Part. 96

A1-1.3 Charitable Choice Regulations Applicable to Substance Abuse Block Grant and PATH Grant

42 C.F.R. Part 54

A1-1.4 Confidentiality Of Substance Use Disorder Patient Records

42 C.F.R. Part 2

A1-1.5 Security and Privacy

45 C.F.R. Part 164

A1-1.6 Supplemental Security Income for the Aged, Blind and Disabled

20 C.F.R. Part 416

A1-1.7 Temporary Assistance to Needy Families (TANF)

42 U.S.C. ss. 601 - 619

45 C.F.R., Part 260

A1-1.8 Projects for Assistance in Transition from Homelessness (PATH)

42 U.S.C. ss. 290cc-21 – 290cc-35

A1-1.9 Equal Opportunity for Individuals with Disabilities (Americans with Disabilities Act of 1990)

42 U.S.C. ss. 12101 - 12213

A1-1.10 Prevention of Trafficking (Trafficking Victims Protection Act of 2000)

22 U.S.C. s. 7104

2 C.F.R. Part 175

A1-2 FLORIDA STATUTES

A1-2.1 Child Welfare and Community Based Care

Ch. 39, F.S. Proceedings Relating to Children

Ch. 402, F.S. Health and Human Services: Miscellaneous Provisions

A1-2.2 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

A1-2.3 Developmental Disabilities

Ch. 393, F.S.	Developmental Disabilities
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A1-2.4 Adult Protective Services

Ch. 415, F.S.	Adult Protective Services
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A1-2.5 Forensics

Ch. 916, F.S.	Mentally Deficient and Mentally Ill 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.	Interstate Compact on Juveniles; Use of detention; prohibitions

A1-2.6 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
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

A1-3 FLORIDA ADMINISTRATIVE CODE

A1-3.1 Child Welfare and Community Based Care

Ch. 65C-13, F.A.C.	Foster Care Licensing
Ch. 65C-14, F.A.C.	Child-Caring Agency Licensing
Ch. 65C-15, F.A.C.	Child-Placing Agencies

A1-3.2 Substance Abuse and Mental Health Services

Ch. 65D-30, F.A.C.	Substance Abuse Services Office
Ch. 65E-9, F.A.C.	Licensure of Residential Treatment Centers
Ch. 65E-10, F.A.C.	Psychotic and Emotionally Disturbed Children - Purchase of Residential Services Rules
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

A1-3.3 Financial Penalties

Ch. 65-29, F.A.C.	Penalties on Service Providers
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A1-4 MISCELLANEOUS

A1-4.1 Department of Children and Families Operating Procedures

CFOP 50-2	Security of Data and Information Technology Resources
CFOP 50-14	Policy on Virus Prevention, Control, Reporting, and Recovery
CFOP 55-7	Fee Assessment and Collection
CFOP 55-10	Web-Based Fee Maintenance Accounts Receivable System
CFOP 60-5	Chapter 6, Whistleblower's Act
CFOP 60-5	Chapter 12, Drug-Free Workplace
CFOP 60-10	Chapter 1, ADA Accommodation Procedures for Applicants/Employees/General Public
CFOP 60-10	Chapter 3, Plans for Auxiliary Aids and Services for Persons with Disabilities and Limited-English Proficiency
CFOP 60-10	Chapter 4, Auxiliary Aids And Services for Persons Who Are Deaf or Hard-of-Hearing
CFOP 60-16	Methods of Administration: Equal Opportunity in Service Delivery
CFOP 60-17	Chapter 1, Privacy and Management of Protected Health Information Policy
CFOP 60-17	Chapter 2, Protected Health Information Complaint/Grievance Procedures
CFOP 60-17	Chapter 3, HIPAA Privacy Monitoring Requirements
CFOP 60-17	Chapter 4, Authorization for Use or Disclosure of Protected Health Information
CFOP 60-17	Chapter 5, Accounting of Disclosures of Protected Health Information
CFOP 60-17	Chapter 6, HIPAA Sanctions Policy
CFOP 60-17	Chapter 7, HIPAA Breach Notification Procedures

CFOP 70-5	Recycling Program
CFOP 70-12	Contraband Control
CFOP 70-15	Housekeeping
CFOP 80-2	Property Management
CFOP 80-3	Disposal of Client Unclaimed Tangible Personal Property
CFOP 155-10 / 175-40	Services for Children with Mental Health and Any 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)

A1-4.2 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. 69I-42, F.A.C.	Travel Expenses
Ch. 69I-5, F.A.C	State Financial Assistance
Comptroller's Memorandum No. 03 (1999-2000)	Florida Single Audit Act Implementation
CFO's Memorandum No. 01 (2019-2020)	Contract and Grant Reviews and Related Payment Processing Requirements
CFO's Memorandum No. 02 (2019-2020)	Reference Guide for State Expenditures
Comptroller's Memorandum No. 04 (2019-2020)	Guidance on all Contractual Service Agreements Pursuant to Section 215.971, Florida Statutes
CFO's Memorandum No. 20 (2019 - 2020)	Compliance Requirements for Agreements
2 C.F.R., Part 200	Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, available at https://federalregister.gov/a/2013-30465
2 C.F.R., 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 C.F.R. Part 200
45 C.F.R., Part 75	Uniform Administration Requirements, Cost Principles, and Audit Requirements for HHS Awards

A1-4.3 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	Mental Health and Substance Abuse Measurement and Data

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EXHIBIT A2 – PROGRAM SPECIFIC TERMS AND DEFINITIONS

- A2-1 Assessment** - as defined by Rule 65E-9.002(4), F.A.C.
- A2-2 Autism** - a condition characterized by impairment in social interactions and communication abilities and unusual or restricted ranges of play and interest. Autism results in social isolation and varying degrees of unusual behaviors.
- A2-3 Available Bed-Day** - a 24-hour service unit during which all appropriate and necessary care and services are available to meet the needs of the typical resident, regardless of whether the bed is currently occupied.
- A2-4 Child or Juvenile** - any unmarried person under the age of 18 who has not been emancipated by order of the court and who has been found or alleged to be dependent
- A2-5 Competency Restoration Service Plan** - a separate, identifiable document in the juvenile's clinical record, which outlines a comprehensive strategy for restoring competency.
- A2-6 Discharge** - the process of removing a juvenile from the program.
- A2-7 Discharge Plan** - a plan developed to file with the court pursuant to section 985.19(5)(b), F.S.
- A2-8 Direct Care Staff** - as defined by Rule 65E-9.002(11), F.A.C.
- A2-9 Dual Diagnosis** - any combination of mental illness, intellectual disability or autism identified in a court's competency evaluation as the basis for the determination that a juvenile is incompetent to proceed to trial.
- A2-10 Family** - as defined by Rule 65E-9.002(16), F.A.C.
- A2-11 Individual Treatment Plan** - the Provider's documented approach to providing services to a juvenile which takes into account the juvenile's personal history, legal background, court evaluation, clinical assessment, medical and educational assessments and provides a roadmap for service delivery.
- A2-12 Intellectual Disability** - significant limitations in functioning related to sub-average intelligence. People who have intellectual disability learn more slowly than other people and might need assistance in areas like communication, self-care, self-direction, health and safety, leisure, work and functional academics.
- A2-13 JITP** – the acronym for Juvenile Incompetent to Proceed, as defined in section 985.19, F.S.
- A2-14 JITP Statewide Coordinator** - the Department's designated statewide administrator for the Juvenile Incompetent to Proceed Program.
- A2-15 Malingering** – the intentional production of false or grossly exaggerated physical or psychological symptoms, motivated by external incentives such as avoiding work, obtaining financial compensation, evading criminal prosecution, or obtaining drugs. While malingering could at time represent adaptive behavior, such considerations would need to occur as indicated on a case by case basis.
- A2-16 Restraint** - as defined by Rule 65E-9.002(30) F.A.C.
- A2-17 Seclusion** - as defined by Rule 65E-9.002(32), F.A.C.
- A2-18 Staff** - as defined by Rule 65E-9.002(34), F.A.C.
- A2-19 Time-out** – as defined by Rule 65E-9.002(37), F.A.C.

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EXHIBIT B - SCOPE OF WORK

B-1 SCOPE OF SERVICE

B-1.1 This is a multi-year Contract for competency restoration services provided to juveniles committed to the Department and found by a court to be Incompetent to Proceed under the provisions of s. 985.19, F.S.

B-1.2 Services under this Contract shall be provided in either a secure residential setting or community outpatient setting as directed by the committing court. All terms of this Contract apply to services in both settings, unless specifically stated otherwise.

B-2 MAJOR CONTRACT GOALS

The primary goal of this Contract is to provide effective and timely competency restoration services, in a setting determined by court order, to juveniles committed to the Department that are diagnosed with mental illness, intellectual disabilities, autism or who are dually diagnosed with any combination of these conditions.

B-3 SERVICE AREA/LOCATIONS/TIMES

B-3.1 Service Delivery Locations – Secure Residential Setting

B-3.1.1 The Provider's facility for services in this setting is the Apalachicola Forest Youth Camp (AFYC), a secure residential facility, located at 29841 S.W. Liberty Wilderness Camp Road, Bristol, FL (off of State Road 65). The AFYC mailing address is P.O. Box 240, Hosford, FL 32334.

B-3.1.2 Transportation, case management, and custody services may be provided outside the facility in other locations as required to comply with a juvenile's court order and medical care needs.

B-3.2 Service Delivery Locations – Community Outpatient Setting

B-3.2.1 The Provider's main administrative office for services in this setting is for Twin Oaks Forensic Outpatient Services (TOFOS), located at 804 A NW 16th Ave Gainesville, Florida, 32601.

B-3.2.2 Competency Restoration Training and Case Management services shall be provided in the juvenile's home or other community-based locations mutually agreed upon by the Provider and a juvenile's custodial parent(s) or legal guardian(s).

B-3.2.3 Competency Evaluations shall be provided at the Evaluator's office or at locations mutually agreed upon by the Provider and a juvenile's custodial parent(s) or legal guardian(s).

B-3.3 Service Times

B-3.3.1 In the Secure Residential Setting, services shall be provided 24 hours per day, seven days a week, including holidays.

B-3.3.2 In the Community Outpatient Setting, services shall be provided according to the juvenile's Competency Restoration Service Plan and will be established on a juvenile-by-juvenile basis with the express goal of minimizing the length of time required to restore a juvenile to competency. At a minimum, services shall be made available between 8:00 a.m. and 8:00 p.m., Monday through Friday. Individual cases may require services to be provided during weekends, holidays, and evening hours as mutually agreed upon by the Provider and a juvenile's custodial parent(s) or legal guardian(s).

B-3.4 Changes in Location

B-3.4.1 The Provider shall notify the Department in writing a minimum of 60 days prior to making changes in location which will affect the Department's ability to contact the Provider by telephone, mail, or facsimile transmission.

B-3.4.2 The Provider shall not change the AFYC facility location without express approval by the Department in writing a minimum of six months prior to relocation.

B-4 CLIENTS TO BE SERVED

The Provider shall only serve juveniles committed to the Department through a valid court order for competency restoration services under the provisions of section 985.19, F.S., in the setting specified in each court order.

B-5 CLIENT ELIGIBILITY

B-5.1 The Provider shall serve juveniles committed to the Department and referred by the Department's statewide JITP Coordinator, regardless of age, sex, medical condition, economic status, previous history, potential prognosis, or location of residence.

B-5.1.1 In the Secure Residential Setting, the Provider shall serve only juveniles lawfully committed to the Department under section 985.19, F.S., who meet the criteria for secure residential competency restoration as described in sections 985.19(3) and (4), F.S.

B-5.1.2 In the Community Outpatient Setting, the Provider shall serve all juveniles lawfully referred to the Department under section 985.19, F.S., who do not meet the additional criteria for secure residential competency restoration as described in sections 985.19(3) and (4), F.S.

B-6 CLIENT DETERMINATION

B-6.1 Client determination is based on valid court orders that comply with section 985.19, F.S. All juveniles will be referred by the Department's JITP Statewide Coordinator.

B-6.2 The Provider shall not refuse admission to a juvenile verified by the Department as having a valid court order.

B-6.3 The Provider shall not transfer or discharge a juvenile without the express authorization of the court which committed the juvenile.

B-6.4 The Department retains the right to override the Provider's decision or action with regard to a juvenile's admission, transfer or discharge. In the event of any disputes regarding eligibility of clients, the determination made the Department is final and binding on all parties.

B-7 EQUIPMENT

The Provider shall be responsible for supplying and maintaining all equipment necessary to perform and complete the services describe under this Contract, including but not limited to vehicles for client transportation, audio and visual electronic surveillance equipment, medical and nursing equipment, computers, telephones, copiers, fax machines, necessary supplies, and maintenance. The Provider may utilize funding provided under this Contract to purchase necessary equipment in accordance with a Department approved line-item budget and shall maintain a current inventory list all of equipment purchased with Contract funding.

B-8 CONTRACT LIMITS

B-8.1 All services under this Contract are limited by the availability of funds. The JITP Statewide Coordinator has the exclusive right to authorize additional services within the Contract scope, subject to the availability of funds. If the number of referred juveniles exceeds the availability of services at any time, the JITP Statewide Coordinator shall maintain a waiting list and has the exclusive right to determine the order in which juveniles are admitted into services from the waiting list.

B-8.2 The Provider's administrative cost under this Contract, including those of any subcontractors, shall not exceed ten percent (10%) of the Contract dollar amount.

B-8.3 Services under this Contract are limited by age of the juvenile at the time of the offense cited in the committing court order. The Provider shall serve juveniles for a maximum of two years and six months following an offense committed when the juvenile was under the age of eighteen.

B-8.4 In the Secure Residential Setting, the Provider shall not provide services for more than 40 juveniles at any one time without express advance written authorization from the Department and documentation of appropriate licensure by the Agency of Healthcare Administration.

B-8.5 In the Community Outpatient Setting, the Provider shall not provide services to more than 235 juveniles at any one time without express advance written authorization from the Department.

B-8.6 The Provider shall not subcontract for the Program Administrator positions detailed in **Section C-2.3**.

EXHIBIT C - TASK LIST

The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

C-1 SERVICE TASKS

C-1.1 General Requirements

C-1.1.1 The Provider shall offer any services, and any information related to these services, required under this Contract, to juveniles and family members in their primary language, including American Sign Language.

C-1.1.2 The Provider shall deliver any service tasks required under this Contract to juveniles with intellectual disability or autism by any appropriate means necessary to accommodate the disability, including subcontracting individualized services from specialists, if necessary.

C-1.2 Competency Restoration Training

The Provider shall deliver individualized and group competency restoration training to all juveniles admitted for services. This service shall:

C-1.2.1 Include modules and approaches differentiating the learning needs of juveniles on the basis of different diagnosis of mental illness, intellectual disability, autism, or a dual diagnosis;

C-1.2.2 Be designed to address competency standards ensuring the juvenile:

C-1.2.2.1 Appreciates the charges;

C-1.2.2.2 Appreciates the range and nature of possible penalties that may be imposed in the proceedings, if applicable;

C-1.2.2.3 Understands the adversarial nature of the legal process;

C-1.2.2.4 Discloses to counsel facts pertinent to the proceedings at issue;

C-1.2.2.5 Displays appropriate courtroom behavior; and

C-1.2.2.6 Testifies relevantly.

C-1.2.3 Be based on an Individualized Treatment Plan or Competency Restoration Service Plan;

C-1.2.4 Implement a curriculum and staff training model identifying the most efficient course of training, taking into account the individual needs of the juveniles and their respective diagnosis, and providing consistent standards for the delivery of effective individualized competency restoration training;

C-1.2.5 Include an objective process for evaluating a juvenile's competency restoration status and providing a final recommendation to the committing court in accordance with Chapter 985, F.S. using the Competency Evaluation Report specified in **Section C-1.4**; and

C-1.2.6 Be documented in the Provider's JITP Monthly Status Report and JITP Trainer's Session Rating Sheet.

C-1.3 Case Management

The Provider shall deliver case management to all juveniles in the most efficient, cost-effective manner to address the individual needs of each juvenile. Case management services shall include:

C-1.3.1 Assessment of level of functioning and identification of service needs upon admission into the program;

C-1.3.2 Attendance at court hearings on behalf of the juvenile, as needed;

C-1.3.3 Coordination of services, consents, and communication with custodial parent(s) or guardian(s), the Department, the courts and other entities as needed; and

C-1.3.4 Development of an individualized Discharge Summary Report, containing the components specified in **Section C1-3**, to be provided upon discharge.

C-1.3.5 In the Secure Residential Setting, coordination of secure transportation with appropriate escort with the Department of Juvenile Justice (DJJ) HUB system for the purposes of admission, discharge, leave of absence, or medical necessity.

C-1.3.6 In the Community Outpatient Setting, the assignment of a designated Case Manager for each admitted juvenile who shall:

C-1.3.6.1 Within five days of admission, meet with each juvenile and the juvenile's custodial parent(s) or legal guardian(s) to initiate an Initial Needs Assessment to be used in the development of a Competency Restoration Service Plan;

C-1.3.6.2 Within seven days of admission, complete an Initial Needs Assessment, signed and dated by the assigned Case Manager and his or her supervisor, which shall:

C-1.3.6.2.1 Include all required components of the Initial Needs Assessment specified in **Section C1-6**;

C-1.3.6.2.2 Address whether or not the juvenile is receiving case management services from other agencies;

C-1.3.6.2.3 Be updated at least annually and as needed to reflect changing circumstances affecting the juvenile's needs; and

C-1.3.6.2.4 Document in the juvenile's file any unavoidable delays in completion of the Initial Needs Assessment. If an Initial Needs Assessment is delayed, the Provider is still required to provide immediate competency restoration services to the juvenile.

C-1.3.6.3 Provide individualized referrals to the juvenile's custodial parent(s) or guardian(s) for any combination of:

C-1.3.6.3.1 Psychiatric services for juveniles with identified psychiatric problems;

C-1.3.6.3.2 Drug and alcohol abuse prevention and education for juveniles with identified drug or substance abuse problems;

C-1.3.6.3.3 Behavioral program training for juveniles with identified needs including sexual reactive behavior and aggression or anger management;

C-1.3.6.3.4 Translation services for non-English speaking juveniles so services can be provided in the juvenile's primary language; and

C-1.3.6.3.5 Other necessary services including medical, vocational, social, educational and rehabilitative treatments, supports or interventions.

C-1.3.7 Case Managers shall not have more than 35 active cases without the Department's prior written authorization.

C-1.4 Competency Evaluation Report and Recommendation to the Court

C-1.4.1 The Provider shall perform a competency evaluation on each juvenile not later than six months after the date of the court order and whenever:

C-1.4.1.1 A juvenile's JITP Monthly Status Report identifies:

C-1.4.1.1.1 A ranking of three or more in all six listed factors each month for any three consecutive months; and

C-1.4.1.1.2 The trainer's assessment that the juvenile should be referred for a competency evaluation.

C-1.4.1.2 A juvenile's JITP Monthly Status Report identifies:

C-1.4.1.2.1 A ranking of two or lower in all six listed factors each month for any three consecutive months; and

C-1.4.1.2.2 The trainer's assessment that the juvenile is not likely to benefit from additional training and should be referred for a competency evaluation.

C-1.4.1.3 The committing court specifically orders an evaluation; or

C-1.4.1.4 Requested by the JITP Statewide Coordinator.

C-1.4.2 The Provider shall file a Competency Evaluation Report and Recommendation on each juvenile with the committing court pursuant to the most recent edition of the Florida Rules of Juvenile Procedure, herein incorporated by reference and available at <https://www.floridabar.org/rules/ctproc/>

C-1.4.3 Each Competency Evaluation Report shall contain the Provider's clinical recommendation that the juvenile:

C-1.4.3.1 Has been restored to competency;

C-1.4.3.2 Remains incompetent and is not likely to benefit from additional competency restoration training; or

C-1.4.3.3 Remains incompetent and will benefit from additional competency restoration training.

C-1.4.4 The Provider shall file a copy of each Competency Evaluation Report and Recommendation within seven (7) business days of the evaluation report date to the representatives of the parties listed below identified in the juvenile's case file.

C-1.4.4.1 The State Attorney for the committing court;

C-1.4.4.2 The juvenile's attorney of record or appointed Public Defender;

C-1.4.4.3 The JITP Statewide Coordinator;

C-1.4.4.4 The juvenile's custodial parent(s) or legal guardian(s);

C-1.4.4.5 The juvenile's appointed Department of Juvenile Justice (DJJ) Case Manager;

C-1.4.4.6 The juvenile's appointed Agency for Persons with Disabilities Case Manager, when applicable;

C-1.4.4.7 The judge of the committing court; and

C-1.4.4.8 The Department's District Legal;

C-1.4.5 The Provider shall implement internal protocols to ensure evaluators are completing Competency Evaluation Reports no later than five (5) business days after the evaluation occurs.

C-1.5 Post- Competency Evaluation Report and Recommendation Tasks

After submission of the Competency Evaluation Report and Recommendation, the Provider shall:

C-1.5.1 Provide a staff member to participate on a multi-disciplinary team appointed by the Department or the Department's representative to develop a Discharge Plan for the juvenile to be submitted by the Department or its representative to the court, the State Attorney, the juvenile's attorney, and attorneys representing DJJ prior to the next competency hearing;

C-1.5.2 Continue to provide services for the juvenile, while awaiting the court's response; and

C-1.5.3 Complete the following tasks depending on the clinical recommendation and subsequent court action:

C-1.5.3.1 Restored to Competency and Dismissed

If the court finds a juvenile incompetent to proceed and dismisses the underlying criminal charges, the Provider shall discharge the juvenile.

C-1.5.3.2 Restored to Competency and Not Dismissed

If the court finds a juvenile competent to proceed and orders legal proceedings to recommence, the Provider shall notify the Department of Juvenile Justice Case Manager and coordinate the juvenile's discharge in compliance with the court order. If the court so orders, the provider shall not discharge the juvenile until disposition of the legal proceedings and shall continue to provide maintenance competency training in the interim.

C-1.5.3.3 Incompetent to Proceed with Further Training Ordered

If the court finds a juvenile remains incompetent to proceed and orders further training, the Provider shall continue services, evaluate the juvenile every 30 days, and follow any other instructions of the court.

C-1.5.3.4 Incompetent to Proceed without Further Training Ordered

If the court finds a juvenile incompetent to proceed, but does not require further training, the Provider shall discharge the juvenile.

C-1.6 Other Secure Residential Setting Services

The Provider shall deliver the following additional services in the Secure Residential Setting only.

C-1.6.1 Female juveniles shall be housed separately from male juveniles.

C-1.6.2 The Provider shall develop an Individual Treatment Plan or Competency Restoration Service Plan to identify any necessary additional clinical treatment services. Either plan shall be revised as needed based on the juvenile's on-going mental health and developmental needs. The plans shall be developed using a cross disciplinary, multi-modal assessment and treatment process that includes:

C-1.6.2.1 Intake;

C-1.6.2.2 Clinical interview and assessment;

C-1.6.2.3 Medical Review; and

C-1.6.2.4 Case Management Initial Needs Assessment.

C-1.6.3 The Provider shall deliver any combination of the following clinical and supportive services which may be required by an Individual Treatment Plan or Competency Restoration Service Plan:

C-1.6.3.1 Intellectual Disability and Autism Training, defined as counseling and treatment addressing the underlying cause of incompetence based on intellectual disability or autism;

C-1.6.3.2 Mental Health Treatment, defined as counseling and treatment addressing the underlying cause of incompetence based on a mental health diagnosis;

C-1.6.3.3 Coordinated Treatment for the dually diagnosed, defined as combined specialized services addressing the underlying causes of incompetence based on a dual diagnosis;

C-1.6.3.4 Coordinated Treatment for Substance Abuse and Co-occurring Substance Abuse and Mental Health Disorders, defined as assessment and individualized treatment services addressing substance abuse or co-occurring mental health and substance abuse disorders underlying incompetence;

C-1.6.3.5 Psychiatric Services, defined as clinical evaluations, medication administration, and the review and oversight of the use of psychotropic medicines;

C-1.6.3.6 Behavioral Management services under the direction of a Certified Behavior Analyst;

C-1.6.3.7 Anger Management and Aggression Control, defined as screening, treatment and training to juveniles presenting anger management and aggressive behavioral needs.

C-1.6.3.8 Trauma-Informed Care, defined as screening, counseling and educational services to support juveniles presenting issues of underlying traumatic experiences as a contributing factor to incompetency;

C-1.6.3.9 Sexual Abuse or Sexual Reactive Counseling and Education, defined as screening, counseling and educational services to juveniles presenting issues of sexual abuse and sexual acting-out behavior;

C-1.6.3.10 Suicide Prevention and Self Injury Management, defined as screening, intervention and prevention to juveniles at risk of suicide or self-injurious behavior;

C-1.6.3.11 Daily Living Training, defined as training and education to replace self-defeating interpersonal habits with effective, habitual, pro-social skills;

C-1.6.3.12 Recreation and Leisure Skills Training, defined as developmentally appropriate opportunities for training and activities in recreational activities and leisure skills designed to support a juvenile's personal development and pro-social skills; and

C-1.6.3.13 Vocational Training, defined as developmentally appropriate opportunities to support a juvenile's personal development, potential for employability, and capacity to pursue individual goals for independent living upon the juvenile's maturity.

C-1.6.4 Education Services

The Provider shall provide age appropriate and developmentally appropriate educational services to juveniles through a cooperative agreement with the Liberty County School District.

C-1.6.5 Medical Services

The Provider shall meet the medical health needs of the juvenile, in compliance with all applicable licensing standards, based on best practices in the specific medical field, and providing a continuity of individualized care during residence at the facility. The Provider shall comply with all applicable federal, state, and local laws and the residential treatment center standards in Chapter 65E-9, F.A.C. to provide:

C-1.6.5.1 On-site nursing services available 24 hours per day, seven days per week;

C-1.6.5.2 Physician Services for Routine Health Care available via:

C-1.6.5.2.1 Weekly on-site initial physicals and routine medical services; and

C-1.6.5.2.2 On-call services available twenty-four hours per day, seven days per week;

C-1.6.5.3 Immediate and emergency medical services to the juveniles, as needed, by the Blountstown Health Department, the Bristol Health Department, Calhoun-Liberty Hospital or Tallahassee Memorial Regional Hospital;

C-1.6.5.4 Routine dental services, including examination, treatment and follow-up care available by appointment, and emergency services as needed, through a written agreement with a qualified dentist licensed under all applicable laws and regulations of the State of Florida;

C-1.6.5.5 An on-site pharmacy, licensed under all applicable laws and regulations of the State of Florida; and

C-1.6.5.6 A comprehensive system for medication management, including medication ordering, receipt, storage, inventory, administration, documentation, and disposal, under the direct supervision of the Medical Director, Director of Nursing, or Pharmacist and shall be in compliance with Chapter 65E-9, F.A.C.

C-1.6.6 Safety and Security Services

C-1.6.6.1 The Provider shall provide or coordinate transportation with the DJJ Transportation HUB system in a manner providing appropriate continual escort and supervision for the purposes of admission, discharge, leave of absence, or medical necessity.

C-1.6.6.2 The Provider shall ensure the safety and security of the juveniles and the community, while ensuring rights and personal dignity are protected in accordance with Chapter 394, F.S., Chapter 65E-9, F.A.C., and Rule 65E-5.150, F.A.C.

C-1.6.6.3 The Provider shall maintain a secure facility perimeter, including staff and visitor access control, key control, and any necessary equipment and procedures to prevent and intervene in escape attempts.

C-1.6.6.4 The Provider shall maintain internal facility security features to address staff and resident access to and movement through the facility, including education rooms, sleeping quarters, cafeterias, recreational areas, medical facilities, seclusion rooms, and all other areas inside the facility.

C-1.6.6.5 The Provider shall maintain 24 hours per day, 7 days per week electronic audio and video monitoring of staff and resident activities using a system with archival capacity for electronic data storage and retrieval sufficient to allow for review and evaluation of allegations of injury, abuse, or neglect.

C-1.6.6.6 The Provider shall establish, train, and monitor compliance with procedures for preventing, responding to, and intervening in instances of imminent harm to the juveniles and staff. These procedures will include reliance on the use of alternative and the least intrusive interventions in compliance with Chapter 65E-9, F.A.C. These procedures shall address, at a minimum, the following areas of concern:

C-1.6.6.6.1 Staff-on-juvenile abuse;

C-1.6.6.6.2 Juvenile-on-juvenile assault;

C-1.6.6.6.3 Juvenile-on-staff assault; and

C-1.6.6.6.4 Juvenile self-injury, up to and including attempted suicide.

C-1.6.7 Nutrition and Dietary Maintenance

The Provider shall provide balanced, nutritional meals and snacks under the supervision of a licensed dietician in compliance with Rule 65E-9.006(6), F.A.C., and in compliance with the standards established by the National School Breakfast/Lunch Program. This service shall include options to address unique individual dietary needs including, but not limited to, allergies, medically required supplements, and dietary restrictions based on personal religious observations or matters of conscience, such as vegetarianism.

C-1.6.8 Clothing, Bedding and Hygiene Supplies

The Provider shall provide safe, clean and appropriate clothing, bedding and personal hygiene supplies in compliance with Rule 65E-9.006, F.A.C. and the following requirements:

C-1.6.8.1 Clothing shall be maintained in good repair, sized to fit the juvenile, and suited to the climate and season. Each juvenile shall have the choice of three clothing options to maintain in their bedrooms based upon their personal preferences and shall be involved in the selection, care, and maintenance of personal clothing as appropriate to the juvenile's age and ability

C-1.6.8.2 All bedding shall be fully compliant with licensure standards, laundered twice per week, and inspected and re-issued regularly. Juveniles that suffer from enuresis shall have their bedding laundered daily.

C-1.6.8.3 Standard hygiene and grooming items shall be readily available, issued at admission and refilled or replaced when needed or requested. Juveniles shall be given training and coaching in personal care, hygiene and grooming appropriate to the juvenile's age, gender, race, culture and development.

C-1.6.9 Facility Maintenance

The Provider shall provide routine monitoring, cleaning, repair and maintenance of the facility. The Provider shall maintain the facility in a condition ensuring the safety, health, and security of the juveniles and staff, in compliance with all local, state and federal building codes and meeting the facility standards established in Chapter 65E-9, F.A.C. Facility maintenance, at a minimum shall include:

C-1.6.9.1 Documented daily housekeeping and cleanliness inspections of all buildings before 11:00 am, and prompt accompanying follow-up corrective actions;

C-1.6.9.2 Documented weekly safety inspections of all internal and external areas, and accompanying follow-up corrective actions;

C-1.6.9.3 Routine pest control and garbage disposal services by licensed professional providers;

C-1.6.9.4 A maintenance schedule and log for all heating, ventilating, air conditioning, refrigerators, freezers and large kitchen equipment; and

C-1.6.9.5 Contracts with local providers for repair and maintenance needs beyond the scope of the provider's staff abilities; and

C-1.6.9.6 Supervision and proper storage of cleaning materials, subject to the following conditions.

C-1.6.9.6.1 The Provider shall not permit juveniles to handle any cleaning materials, except juveniles who have been properly screened and approved by the Program Administrator and Educational Director may periodically use non-hazardous chemicals and cleaning agents as part of their vocational instruction.

C-1.6.9.6.2 When not in use, cleaning materials must remain in a locked area.

C-1.6.9.6.3 During use, all cleaning materials must remain in close proximity to and in sight of staff.

C-1.6.10 Licensure

For the Secure Residential Setting, the Provider shall maintain active licensure as a Residential Treatment Center for Children and Adolescents, through the Agency for Health Care Administration, for all available beds.

C-2 ADMINISTRATIVE TASKS

C-2.1 Admissions

To administer the admission process for each juvenile, the Provider shall:

C-2.1.1 Accept any and all referrals from the JITP Statewide Coordinator in response to court orders;

C-2.1.2 Notify the committing court, DJJ and all attorneys referenced in the referral documentation of the juvenile's admission;

C-2.1.3 Coordinate parent or guardian consent, and obtain psychological and education records for the purpose of providing continuity of care;

C-2.1.4 Conduct a standard clinical interview and Initial Needs Assessment within seven (7) calendar days of admission to measure competency status, treatment needs, education needs, and any other significant service component to include in a comprehensive Individual Treatment Plan;

C-2.1.5 Provide a programmatic orientation to juveniles and their families regarding the policies, practices and expectations of the program; and

C-2.1.6 Notify the JITP Statewide Coordinator within 24 hours of any admission, discharge, transfer or any vacancy created as a result of a court order.

C-2.1.7 In the Secure Residential Setting, the Provider shall complete the following additional admissions tasks:

C-2.1.7.1 Obtain the juvenile's medical and dental records;

C-2.1.7.2 Assess the juvenile's medical needs;

C-2.1.7.3 Provide a facility orientation to juveniles and their families; and

C-2.1.7.4 Within 24 hours of admission, conduct an initial clinical screening to determine whether the juvenile is in crisis, is expressing suicidal ideations, or is malingering.

C-2.1.8 In the Community Outpatient Setting, the Provider shall complete the following additional admissions tasks:

C-2.1.8.1 Assign a Case Manager who shall:

C-2.1.8.1.1 Review the referral packet within one business day of receipt;

C-2.1.8.1.2 Meet with the juvenile within 72 hours of commitment for orientation, and

C-2.1.8.1.3 Rate the juvenile's competency status using an intake structured competency screening to assess the juvenile's functioning and deficits.

C-2.1.8.2 Commence the admissions process for juveniles on the waiting list within one business day of any vacancy created as a result of a court approved discharge from the program.

C-2.2 Discharges

To administer the discharge process, the Provider shall

C-2.2.1 Submit the Individualized Discharge Summary required in **Section C-1.5.1**, continue to provide services as required by **Section C-1.5.2** and complete the appropriate task in **Section C-1.5.3** based upon the subsequent court order(s);

C-2.2.2 Comply with the terms of any court order authorizing discharge or requiring additional training, evaluation or other legal outcome; and

C-2.2.3 In the Secure Residential Setting, coordinate discharge transportation and all discharge-related communications within five (5) calendar days of a court discharge order.

C-2.3 Staffing

C-2.3.1 The Provider shall employ and maintain qualified staffing sufficient to provide all services under this Contract and meet all performance expectations. The Provider shall consider required staffing ratios and census numbers when determining the number and types of staff needed.

C-2.3.2 The Provider shall comply with staffing requirements and staffing ratios of Chapter 65E-9, F.A.C., including in the event of absences as a result of approved leaves, illness, turnover, administrative action, disciplinary action, temporary reassignment, or other foreseeable disruptions.

C-2.3.3 Secure Residential Setting

C-2.3.3.1 AFYC Management Team

The Provider shall maintain the following management team positions for the duration of the Contract:

C-2.3.3.1.1 1.0 FTE Program Administrator to function as the chief executive or administrative officer. The Program Administrator must possess a master's degree in administration or be of a professional discipline such as social work, psychology, counseling, or special education and two years of administrative and supervisory experience. A bachelor's degree with seven years of experience in child and adolescent mental health care and three years administrative and supervisory experience may substitute for the master's degree requirement.

C-2.3.3.1.2 1.0 FTE Medical Director responsible for the provision of mental health services to the juveniles and oversight of the development and revision of Individual Treatment Plans. This position must be available on call twenty-four hours a day, seven days a week. A similarly qualified psychiatrist who consults with the Medical Director may provide back-up coverage. The Medical Director must possess an active license as a Psychiatrist in Florida, be board certified or board eligible in Child and Adolescent Psychiatry with the American Board of Psychiatry and have experience in the diagnosis and treatment of child and adolescent mental health, intellectual

disability, and autism. The Provider may assign the development and revision of Individual Treatment Plans to a licensed Psychologist in lieu of the Medical Director.

C-2.3.3.1.3 1.0 FTE Clinical Director responsible for providing full-time coordination of all clinical staff and clinical services provided to the juveniles. The Clinical Director may provide additional clinical duties at the facility, as needed. The Clinical Director shall have a minimum of a master's degree and at least two years of "specialty" experience in a clinical capacity with severely emotionally disturbed children.

C-2.3.3.1.4 1.0 FTE Certified Behavioral Analyst responsible for providing ongoing staff training and quality assurance in the use of behavior management techniques. The Certified Behavioral Analyst must be either a certified master's level practitioner, or a professional licensed under Chapter 490 or 491, F.S. with documented training and experience in behavior management program design and implementation.

C-2.3.3.1.5 1.0 FTE Director of Nursing responsible for applying nursing principles and techniques to oversee the care and treatment of the juveniles through supervision of all nursing staff and practices. Additionally, the Director of Nursing provides direct patient care and treatment, prepares and maintain clinical records, and initiates patient care plans. The Director of Nursing must possess an active license as a Registered Nurse or an APRN in Florida.

C-2.3.3.1.6 1.0 FTE Case Manager Director is responsible for supervising case managers and providing competency restoration training along with other case managers and competency trainers. This position must possess a bachelor's degree in psychology, counseling, social work, special education, or a related human services field and have 5 years of experience in a child and adolescent mental health care setting.

C-2.3.3.2 The Provider shall maintain:

C-2.3.3.2.1 Sufficient numbers of licensed Registered Nurses and Licensed Practical Nurses on duty to comply with nursing staff ratios in Chapter 65E-9, F.A.C. At a minimum, one Registered Nurse must be on duty at all times.

C-2.3.3.2.2 Sufficient clinical therapy staff to provide therapy and related clinical services to residents and their families, to maintain the highest practicable mental and psychosocial well-being of each juvenile, as determined by assessment and the Individual Treatment Plan, to include at a minimum:

C-2.3.3.2.2.1. One licensed Psychologist, who may also serve as the Clinical Director;

C-2.3.3.2.2.2. One social worker; and

C-2.3.3.2.2.3. One recreational therapist.

C-2.3.3.2.3 Sufficient numbers of Direct Care Staff to comply with the direct care staff ratios in Chapter 65E-9, F.A.C. on duty and available at all times.

C-2.3.3.2.4 Sufficient numbers of shift supervisors to oversee and document the activities of all Direct Care Staff and Team Leaders. Shift supervisors must possess a bachelor's degree or three years of experience in administration, supervisory, and/or management of residential juvenile services

C-2.3.3.2.5 Sufficient numbers of teachers on staff, under contract, or under cooperative agreement with the local school board to provide educational services. Teachers must be certified under Florida law and approved by the local county school board for the location of the Provider's facility.

C-2.3.3.2.6 Sufficient numbers of Case Managers to coordinate individual service plans and provide links to the juvenile's family, attorneys, DJJ, the Agency for Persons with Disabilities, the courts and the Department.

C-2.3.3.2.7 One designated qualified Quality Assurance Program Manager.

C-2.3.3.2.8 One designated Data Coordinator responsible for the accurate and timely tracking and authorized communication of all individual and provider data.

C-2.3.3.2.9 Sufficient numbers of staff for technical, administrative, and clerical support.

C-2.3.3.2.10 Sufficient numbers of staff for facility maintenance, housekeeping and laundry to provide a safe, sanitary and healthy environment for residential juvenile services.

C-2.3.3.2.11 Sufficient numbers of staff for cafeteria and dietary services.

C-2.3.3.2.12 The services of a licensed pediatrician, family care physician, medical group or prepaid health plan to provide primary medical coverage to juveniles in the facility.

C-2.3.3.2.13 The services of a licensed Psychologist or psychological organization to provide mental health treatment services as needed.

C-2.3.3.2.14 Consultation services of dietitians, speech, hearing and language specialists, recreation therapists, and other specialists as needed.

C-2.3.4 Community Outpatient Setting

The Provider shall maintain:

C-2.3.4.1 1.0 FTE Program Administrator to function as chief executive or administrative officer of the program, subject to the same qualification requirements detailed in **Section C-2.3.3.1.1**.

C-2.3.4.2 Sufficient numbers of Competency Evaluators to conduct individual assessments and make recommendations on competency restoration status as required by Chapter 985, F.S.

C-2.3.4.3 Sufficient numbers of Competency Restoration Trainers to provide individual and group training on a community outpatient basis.

C-2.3.4.4 Sufficient numbers of Case Managers to coordinate individual service plans and provide links to the juvenile's family, attorneys, DJJ, the courts and the Department.

C-2.3.4.5 A designated qualified Quality Assurance Program Manager.

C-2.3.4.6 A designated Data Coordinator responsible for the accurate and timely tracking and authorized communication of all individual and provider data.

C-2.3.4.7 Sufficient numbers of staff for technical, administrative, and clerical support.

C-2.4 Additional Staffing Requirements

C-2.4.1.1 Competency Evaluators must possess a doctoral degree in psychology, be licensed as a Psychologist in the state of Florida, and have received specialty training in the fields of forensic evaluations and juvenile justice, including training in evidence-based standards and techniques for competency evaluation in compliance with the standards of Chapter 985, F.S.

C-2.4.1.2 Case Managers and Staff Responsible for Treatment and Discharge Planning must possess a bachelor's degree in psychology, counseling, social work, special education, health education or related human services field with two years of experience working with children with emotional disturbance or developmental disabilities. These staff shall be supervised by a master's level clinician or by a staff member that possesses a bachelor's degree in psychology, counseling, social work, special education, health

education or human services field and has at least five years of case management work experience in a supervisory role.

C-2.4.1.3 Persons providing individual, group, or family therapy must be licensed as a mental health practitioner, pursuant to Florida Statutes, and may include a psychiatric advanced practice registered nurse, psychologist, psychiatrist, clinical social worker, mental health counselor, or a master's level individual working under the direct supervision of a licensed practitioner.

C-2.4.1.4 Direct Care Staff or designated Team Leaders must be at least eighteen years of age and have a high school diploma or General Education Development certificate.

C-2.4.1.5 All Provider staff must receive appropriate orientation and training programs to ensure programmatic compliance.

C-2.4.1.5.1 The Provider must provide ongoing opportunities for staff training to increase knowledge and skills and improve quality of services.

C-2.4.1.5.2 All training must incorporate principles of cultural competence, as defined by rule 65E-9.002(8), F.A.C and shall reinforce non-confrontational interaction, emphasizing de-escalation techniques, alternatives to the use of force, and the use of the least restrictive measures necessary to ensure the safety, security, and well-being of the juveniles.

C-2.4.1.5.3 The Provider must have an annually updated training plan for the orientation, ongoing training, and professional development of staff. The training plan will, at a minimum, comply with all requirements of Rule 65E-9.007(5), F.A.C.

C-2.4.1.5.4 The Provider shall train Direct Care staff and Team Leaders in the observation and reporting of side effects caused by medications.

C-2.4.2 The Provider shall notify the Department in writing within 24 hours if there are any changes in personnel related to the Program Administrator positions.

C-2.5 Juvenile Case Files

The Provider shall maintain a case file on each juvenile that includes, at a minimum, the requirements listed in **Exhibit C2**. Within 180 days after Contract execution, the Provider shall maintain case files for all new admissions in an electronic format or electronic record system.

C-2.6 Program Description

The Provider shall submit a Program Description for each service setting within 90 days after Contract execution for the Department's review and approval. Once approved by the Department, the Program Descriptions will be incorporated into this Contract by reference through a formal amendment.

C-2.7 Required Reports and Documents

C-2.7.1 The Provider shall submit the reports detailed in **Table 1** for each service setting.

Table 1 – Required Reports				
Report Title	Contract Reference #	Reporting Frequency	Report Due Date	Report Recipients
Admissions Report	C1-1	Once per admission	24 hours after admission	JITP Statewide Coordinator DCF Contract Manager
Competency Evaluation and Recommendation Report	C1-2	Once per evaluation	Ten B days after Evaluation	Committing Court DJJ Circuit Legal Counsel

Table 1 – Required Reports				
Report Title	Contract Reference #	Reporting Frequency	Report Due Date	Report Recipients
Discharge Summary Report	C1-3	Once per discharge	24 hours after discharge	Public Defender State Attorney Parent or Guardian APD Support Coordinator
Weekly Census Report	C1-4	Weekly	Every Friday at 12:00 p.m.	JITP Statewide Coordinator DCF Contract Manager
Monthly Census Report	C1-5	Monthly	Five business days after the first of each month	
Bed Utilization Average (AFYC)	C1-6	Monthly	With the monthly invoice	
Time-Out, Seclusion and Restraint Data Report	C3	Monthly	With the monthly invoice	
Performance Measure Report	C4	Monthly	With the monthly invoice	
Annual Provider Report	C5	Annually	July 30	
Expenditure Report	C-2.6.2	Quarterly	45 calendar days after each quarter	DCF Contract Manager
Position Control Report	D-3.1.1	Monthly	With the monthly invoice	
Proof of Insurance	Section 4.5	Annually	July 1	
Employee Screening Affidavit	Section 4.14.2	Annually	July 1	
Coordination of Contracted Services	Section 4.16	Annually	July 1	
Civil Rights Compliance Checklist	Section 7.13.3	Annually	July 1	
Emergency Preparedness Plan	Sections 9.2 and A-9.1	Annually	April 1	
Office of Civil Rights – HHS Report	Section 9.3.2	Annually	July 1	
Equipment and Property Inventory (if purchased with Contract funds)	B-7.1	Annually	July 1	
Copy of all outside auditing, monitoring, or inspection reports	N/A	As needed	No later than 3 business days after the report is issued to the Provider	

C-2.7.2 Expenditure Report – The Provider shall submit four quarterly expenditure reports per year, capturing expenditures beginning on July 1 of each state fiscal year. Each quarterly expenditure report shall include the previous quarter's expenditures.

C-2.7.2.1 Should the Provider's final quarterly expenditure report for the fiscal year indicate that payments were made to the Provider in excess of the actual costs of providing contracted services for that reporting period, the Provider shall refund the difference to the Department in accordance with **Section 3.5, Overpayments and Offsets**, of the Standard Contract.

C-2.7.2.2 The expenditure report may be used by the Department, in its sole discretion, to amend the current Contract rate, reduce the total Contract amount or increase the amount of services required. If an expenditure report identifies any unearned funds, the Provider shall return funds to the Department.

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EXHIBIT C1 – REQUIRED REPORT COMPONENTS

Each report listed below shall contain the following components:

C1-1 ADMISSIONS REPORT

1. Full legal name
2. Date of Birth
3. Gender
4. County of Residence
5. Committing court, Judge and Case Number, Order Date
6. Court's Basis for Incompetency
7. Date of Admission to Facility

C1-2 COMPETENCY RECOMMENDATION REPORT

1. Full legal name
2. Date of Birth
3. Gender
4. County of Residence
5. Committing court, Judge and Case Number, Order Date
6. Court's Basis for Incompetency
7. Date of Admission to Facility
8. Date of Provider's Recommendation
9. Name of Provider's Evaluator
10. Evaluator's Recommendation to the Court
11. Copy of Competency Evaluation and Recommendation Report

C1-3 DISCHARGE SUMMARY REPORT

1. Full legal name
2. Date of Birth
3. Social Security Number
4. County of Residence
5. Date of Admission
6. Date of Staffing
7. Charges
8. Grounds for Admission
9. Presenting Problems
10. Previous Place or Service History
11. Competency Restoration Outcome
12. Diagnosis Impressions
 - a. Admissions Discharge Source and Date (Axis I-V)
 - b. Discharge Diagnosis Source and Date (Axis I-V)
13. Training Goals and Results
14. Family Involvement Summary
15. Course of Training
 - a. Case Management Summary
 - b. Competency Training Summary
16. Recommendation for Services After Discharge
17. Copy of Competency Evaluation and Recommendation Report

C1-4 WEEKLY CENSUS REPORT

1. Full legal name
2. Date of Birth
3. Gender
4. County of Residence
5. Committing court, Judge and Case Number, Order Date
6. Case Manager Assignment

7. Court's Basis for Incompetency
8. Date of Admission
9. Date and Time of Any Scheduled Judicial Reviews
10. Date of Competency Evaluation Recommendation
11. Recommendation Status
12. Leave of Absence Status
13. Evaluator Assignment
14. Evaluation Status
15. Date Recommendation Distributed

C1-5 MONTHLY CENSUS REPORT

1. Full legal name
2. Date of Birth
3. Gender
4. County of Residence
5. Committing court, Judge and Case Number, Order Date
6. Case Manager Assignment
7. Court's Basis for Incompetency
8. Date of Admission
9. Date and Time of Any Scheduled Judicial Reviews
10. Date of Competency Evaluation Recommendation
11. Recommendation Status
12. Evaluator Assignment
13. Evaluation Status
14. Date Recommendation Distributed
15. Secure Residential
 - a. Number of days in Residence
 - b. Leave of Absence Status
 - c. Number of Days on Leave of Absence

C1-6 BED UTILIZATION AVERAGE (AFYC ONLY)

1. State Fiscal Year (SFY)
2. Month
3. Average number of filled beds during the reported month
4. Life-to-date average number of filled beds during the reported SFY

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EXHIBIT C2 – JTP CASE FILE REQUIRED ELEMENTS

1. Name of juvenile
2. Social Security number
3. Delinquency charge
4. Date of birth
5. Race
6. Gender
7. English speaking? Y/N
8. Diagnoses
9. Type of commitment (incompetent due to mental illness, intellectual disability, or autism)
10. Judge's name
11. Commitment date
12. Level of security recommended by a court appointed evaluator
13. Name and location of program
14. Case Manager, name, address, and phone
15. County of commitment
16. Mental health history
17. Date of referral from department
18. All evaluations of juvenile's competency
19. Court orders
20. Service plans
21. Treatment plans
22. Documentation of mental health treatment and/or intellectual disability training provided to juvenile
23. Documentation of competency training provided to juvenile
24. Documentation of health services provided to the juvenile
25. Documentation of educational services provided to the juvenile
26. Documentation of behavioral management services provided to juvenile
27. Documentation of uses of time-out, seclusion and restraint
28. Documentation of significant incidents affecting the juvenile
29. Documentation of successful staff involvement in court hearings
30. Documentation of rehabilitation, vocational, and recreation services provided to juvenile
31. Results of court hearings
32. Name, phone number, and address of juvenile's custodial parent or legal guardian
33. Documentation of contacts with juvenile's parent/guardian
34. Name, phone number and address of juvenile's attorney of record
35. Documentation of contacts with juvenile's attorney of record
36. Name, phone number and address of the DJJ case manager
37. Documentation of contacts with the DJJ case manager
38. Discharge plan
39. Date of discharge and type of discharge
40. Specific juvenile outcomes

EXHIBIT C3 – MONTHLY TIME-OUT, SECLUSION, AND RESTRAINT DATA REPORT TEMPLATE

Monthly Time-Out, Seclusion and Restraint Data Report				
Monthly Client Data (add rows as needed)				
For Month of:				
Juvenile	# of Time-Out this period	# Seclusions this period	# of Restraints this period	CBA Notes
Monthly Summary Data (add rows as needed)				
For Month of:				
Event	# this period	# previous period	% Change (+ or -)	CBA Notes
Time-Outs				
Seclusions				
Restraints				

EXHIBIT C4 – MONTHLY PEFORMANCE MEASURE REPORT TEMPLATE

Performance Measure	Contractual Target	Provider Performance Outcome	Notes/Comments

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EXHIBIT C5 – ANNUAL REPORT TEMPLATE

Juvenile Incompetent to Proceed (JITP) Program	
Provider Name:	
Contract #:	
Reporting Period:	
Program Type (Secure or Community):	
Executive Summary	
Please provide a <u>brief</u> high-level summary of service and events of interest that occurred during the reporting quarter. Recommend using a bullet format	
Requested Annual Data	
<ul style="list-style-type: none"> • # of clients served during the reporting period • YTD # of clients served by diagnosis, county, age, and gender • Admission and discharge data • Average # of competency training hours per client • Average # of case management hours per client • # of competency evaluations conducted • # of clients found competent by diagnosis, county, age, and gender • # of clients found non-restorable by diagnosis, county, age, and gender • Average length of treatment (admission to competency) • Average length of stay (admission to court ordered discharge) • Total # of reportable incidents per CFOP 215-6, by incident category 	
Narrative of Services Provided	
<p>Please provide a brief narrative of services provided, broken down by service/program type. Examples of service/program typed include, but are not limited to:</p> <ul style="list-style-type: none"> • Competency training • Case management • Evaluations • Educational (AFYC only) • Medical (AFYC only) • Clinical (AFYC only) • Recreational (AFYC only) • Miscellaneous 	
Summary of Accomplishments, Challenges, and Recommendations for Improved Services	
<p>Please provide a summary of the following:</p> <ul style="list-style-type: none"> • Program accomplishments and successes during the fiscal year • Program challenges and barriers experienced during the fiscal year • Program recommendations for improved services for the next fiscal year. 	
Provider Performance Data and Narrative of all Performance Measures	
<p>Annualized each contractual performance measure outcome and provide a brief narrative. The narrative is optional unless the contractually required performance measure targets are missed.</p> <p>After you report on the contractual performance measures, feel free to add any internal performance measure data to this section.</p>	

EXHIBIT D – DELIVERABLES

D-1 SERVICE UNITS

D-1.1 In the Secure Residential Setting, a service unit is one available bed-day of services as described in **Section C-1**.

D-1.2 In the Community Outpatient Setting, service units include:

D-1.2.1 A service unit comprised of one hour of Competency Restoration Training services described in **Section C-1.2**, billable in 15-minute increments;

D-1.2.2 A service unit comprised of one hour of Case Management described in **Section C-1.3**, billable in 15-minute increments; and

D-1.2.3 A service unit comprised of one completed Competency Evaluation Report and Recommendation described in **Section C-1.4**.

D-2 SERVICE TARGETS

D-2.1 For the service unit in **Section D-1.1**, the Provider shall deliver 40 available bed-days, 365 days per year and 366 days per Leap Year.

D-2.2 For the service unit in **Section D-1.2.1**, the Provider shall deliver a minimum of one (1) hour per week of individual competency restoration training per juvenile. The Provider shall not provide more than twenty (20) hours of competency restoration training per calendar month to any juvenile without the express written authorization of the Department.

D-2.3 For the service unit in **Section D-1.2.2**, the Provider shall deliver a minimum of one (1) hour per month of case management per juvenile. The Provider shall not provide more than ten (10) hours of case management per month to any juvenile without the express written authorization of the Department.

D-2.4 For the service unit in **Section D-1.2.3**, the Provider shall deliver professional competency evaluations to each juvenile according to the frequency established in **Section C-1.4**.

D-3 CRITERIA FOR ACCEPTANCE OF DELIVERABLES

D-3.1 For the service unit in **Section D-1.1**, the Provider shall:

D-3.1.1 Maintain filled AFYC Management Team staff positions described in **Section C-2.3.3**;

D-3.1.2 Maintain nursing and direct care staff ratios required in Chapter 65E-9; and

D-3.1.3 Reserve a minimum of eight (8) beds in a separate cabin for female juveniles.

D-3.2 For the service units in **Sections D-1.2.1 and D-1.2.2**, the Provider shall document 100% of billed service units with each invoice, including at minimum: the service period; the juvenile's first and last names and diagnosis type; date of discharge if applicable; the type of service units provided and name of the person providing each service unit; the number of billed service hours per juvenile; and the total number of billed hours during the invoice period.

D-3.3 For the service unit in **Section D-1.2.3**, the Provider shall document 100% of billed service units with each invoice, including each juvenile's first and last names and diagnosis; the evaluator's name, evaluation date, and recommendation; and the evaluation report date and the date the report was submitted to the committing court.

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EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1 ANNUAL PERFORMANCE MEASURES

E-1.1 A minimum of seventy-five percent (75%) of juveniles diagnosed with a mental illness shall be restored to competency and recommended to process with a judicial hearing.

E-1.2 A minimum of fifty percent (50%) of juveniles diagnosed with an intellectual disability, autism, or a dual diagnosis shall be restored to competency and recommended to proceed with a judicial hearing.

E-1.3 The average number of days to restore competency to juveniles shall be 180 days or less in the Secure Residential Setting and 365 days or less in the Community Outpatient Setting.

E-2 PERFORMANCE MEASURE METHODOLOGIES

E-2.1 For the measures in **Sections E-1.1 and E-1.2**, calculate the number of juveniles with the specified diagnoses who have been recommended as restored to competency divided by the total number of juveniles with the specified diagnoses who have been recommended as either restored to competency or non-restorable during the fiscal year.

E-2.2 For the measure in **Section E-1.3**, in each service setting, the days to restore is calculated for each juvenile by subtracting the admission date from the date a competency report recommending the juvenile as restored was sent to the court. The sum of those days is the numerator. The denominator is the total number of juveniles for whom days to restore to competency has been calculated. Days where a juvenile is on a scheduled leave of absence from the facility shall not be counted in the calculations.

E-3 If the Provider fails to achieve the performance measure targets in **Section E-1**, financial consequences in **Section F-4** shall apply.

E-4 The Department and the Provider shall annually negotiate a mutually agreeable level of performance for each performance measure specified in Section E-1, based on performance measure outcome data from the prior 12 months. The annual negotiations to establish levels of performance shall take place by March 30th each fiscal year. Any revisions to performance measure targets as a result of the annual negotiations shall be formalized through an amendment to this Contract to be effective at the start of the new fiscal year.

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EXHIBIT F - METHOD OF PAYMENT

F-1 This is a fixed rate unit cost Contract. The Department will pay the Provider for the delivery of service units provided in accordance with the terms and conditions of this Contract, subject to the availability of funds.

F-1.1 The fiscal year maximum funding breakdown for each program setting is detailed in **Table 2**.

Table 2 – Fiscal Year Funding			
State Fiscal Year	Secure Residential Setting (AFYC)	Community Outpatient Setting (TOFOS)	Combined Settings (All JITP)
2020-2021	\$6,472,180.00	\$2,764,387.00	\$9,236,567.00
2021-2022	\$6,472,180.00	\$2,764,387.00	\$9,236,567.00
2022-2023	\$6,472,180.00	\$2,764,387.00	\$9,236,567.00
TOTALS	\$19,416,540.00	\$8,293,161.00	\$27,709,701.00

F-1.2 The Department shall pay for available beds in the Secure Residential Setting at the rates detailed in **Table 3**.

Table 3 – Secure Residential Pricing Table			
Section D-1.1			
State Fiscal Year	Bed-Day Rate	# of Beds	# of Days
2020-2021	\$443.30	40	365
2021-2022	\$443.30	40	365
2022-2023	\$443.30	40	365

F-1.3 The Department shall pay for service units in the Community Outpatient Setting at the rates detailed in **Table 4**.

Table 4 – Community Outpatient Setting Pricing Table			
Service Unit	July 1, 2020 – June 30, 2021	July 1, 2021 – June 30, 2022	July 1, 2022 – June 30, 2023
Competency Restoration Training Hour Section D.1.2.1	\$50.00	\$50.00	\$50.00
Case Management Hour Section D.1.2.2	\$55.00	\$55.00	\$55.00
Competency Evaluation Report Section D.1.2.3	\$475.00	\$475.00	\$475.00

F-2 INVOICE REQUIREMENTS

F-2.1 The Provider shall submit monthly invoices and all required supporting documentation no later than 15 days following the end of the month for which payment is being required.

F-2.2 For the Secure Residential Setting, the Provider shall request payment on a monthly basis through the submission of a properly completed and signed invoice, using the AFYC Invoice Template, incorporated herein by reference. Monthly invoice supporting documentation shall include:

F-2.2.1 AFYC's position control report for the invoice month;

F-2.2.2 Documentation showing that AFYC maintained required nursing and direct care staffing ratios;

F-2.2.3 Signed attestation that female juveniles are housed separately from male juveniles;

F-2.2.4 Bed Utilization Average Report;

F-2.2.5 Time-Out, Seclusion and Restraint Data Report; and

F-2.2.6 Performance Measure Report

F-2.3 For the Community Outpatient Setting, the Provider shall request payment on a monthly basis through the submission of a properly completed and signed invoice, using the TOFOS Invoice Template, incorporated herein by reference. Monthly invoice supporting documentation shall include:

F-2.3.1 Monthly Census Report;

F-2.3.2 Performance Measure Report;

F-2.3.3 Billed service unit documentation, as described in **Section D-3.2**; and

F-2.3.4 Copies of all Competency Evaluation Reports being billed for during the invoice period.

F-3 FINANCIAL CONSEQUENCES FOR DELIVERABLES

F-3.1 If a position on the AFYC Management Team is vacant for more than 45 calendar days, the Provider's monthly invoice payment shall be reduced by an amount equal to the each vacant position's daily rate of pay, plus fifteen percent (15%) for benefits, multiplied by the number of working days such position remains vacant beyond 45 calendar days. This financial consequence is applicable only to the deliverable in **Section D-1.1**.

F-3.2 If the Provider fails to meet required nursing or direct-care staffing ratios required in 65E-9 at AFYC during the invoice month, the Provider's monthly invoice shall be reduced by 1% of the total monthly invoice amount. This financial consequence is only applicable to the deliverable in **Section D-1.1**.

F-3.3 If the Provider fails to deliver the minimum number of required services units to a juvenile, as specified in **Sections D-2.2 and D-2.3** the Provider's total monthly invoice payment for community outpatient services shall be reduced by one half of one percent (0.5%). The invoice reduction shall not occur on a per instance basis but may only be assessed once per invoice. If the Provider can document that the failure to provide the minimum number of services units is beyond their control, the Department may elect to waive an invoice reduction. Examples of circumstance beyond the Provider's control include, but are not limited to, the effect of a court order on a client's enrollment, instances of client non-compliance with a court order, instances where a client is physically outside the state, or instances where a declared state of emergency impedes the Provider's ability to provide services. This financial consequence is applicable only to the deliverables in **Sections D-1.2.1 and D-1.2.2**.

F-3.4 If the Provider fails to obtain the Department's written approval to exceed maximum number service units, as specified in **Sections D-2.2 and D-2.3**, the Provider shall not be paid for any service units that exceed the maximum number of service units allowed per juvenile. This financial consequence is applicable only to the deliverables in **Sections D-1.2.1 and D-1.2.2**.

F-3.5 If the Provider fails to submit a Competency Evaluation Report and Recommendation to the court within seven (7) business days of the evaluation report date, the Provider's monthly invoice payment shall be reduced by a quarter of one percent (0.25%) of the monthly amount per submission failure billed for the deliverable in **Section D-1.2.3**. This financial consequence is applicable only to the deliverable in **Section D-1.2.3**.

F-4 FINANCIAL CONSEQUENCES FOR ANNUAL PERFORMANCE MEASURES

The following Financial Consequences are applied when the Provider fails to meet annual performance measures targets listed in **Section E.1** and are in addition to the Financial Consequences in **Sections 6.1 and F-1**

F-4.1 If the Provider fails to meet the target for one or more annual performance measure in a state fiscal year by more than five percent (5%) of the established target, the Department shall reduce the Provider's June invoice by one percent (1%) for each performance measure target missed. Each one percent (1%) invoice reduction shall be applied to either the secure residential and/or community outpatient June's invoice, depending on which service setting missed the performance target.

F-4.2 If the Provider misses two or more annual performance measures in two consecutive state fiscal years by more than five percent (5%) of the established target, the Department shall reduce the Provider's June invoice by two percent (2%) for each annual performance measure target missed. Each two percent (2%) invoice reduction shall be applied to either the secure residential and/or community outpatient monthly invoice, depending on which service setting missed the performance target.

ATTACHMENT 1 – FINANCIAL COMPLIANCE

The administration of resources awarded by the Department of Children & Families to the 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
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700

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 2 – PROTECTED HEALTH INFORMATION REQUIREMENTS

This Attachment contains the terms and conditions governing the Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

- 1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and for purposes of this Attachment shall specifically refer to the Provider.
- 1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and for purposes of this Attachment shall refer to the Department.
- 1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function, activity, service, other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;
- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR §§ 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;
- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR § 164.410, and any security incident of which it becomes aware;
- 2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;

- 2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
- 2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;
- 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 30 days following the determination of any potential breach of personal or confidential departmental data as provided in section 501.171, F.S.;
- 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
- 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department;
- 2.1.11 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR § 164.532(d);
- 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.524;
- 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR § 164.526;
- 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.528;
- 2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

- 3.1 The Business associate may only use or disclose protected health information covered under this Attachment as listed below:
 - 3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.
 - 3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.
 - 3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.
 - 3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI

and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.

- 3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department of Children and Families with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. § 164.501).
- 3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).
- 3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- 4.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR § 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- 4.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- 4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Section 5. Termination

5.1 Termination for Cause

- 5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:
 - 5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;
 - 5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or
 - 5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

- 5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:
 - 5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;
 - 5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

- 5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
- 5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.
- 5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

- 6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.

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