

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

Program Specific Terms

In addition to the provisions of **Section 1.4.1**, the following definitions apply to this Grant Agreement.

A-1.1 Crisis Intervention Team (CIT) Training

A specialized police curriculum that aims to reduce the risk of serious injury or death during an emergency interaction between persons with mental illness and police officers.

A-1.2 Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant Program, hereinafter referred to as “Program”

The Program created in s. 394.656, F.S., which provides funding to counties which they may use to plan, implement, or expand initiatives that increase public safety, avert increased spending on criminal justice, and improve the accessibility and effectiveness of treatment services for adults and juveniles who have a mental illness, substance use disorder, or co-occurring mental health and substance use disorders and who are in, or at risk of entering, the criminal or juvenile justice systems.

A-1.3 Criminal Justice, Mental Health, and Substance Abuse Technical Assistance Center, hereinafter referred to as “TAC”

The TAC, created in s. 394.659, F.S., provides information and technical support to counties and agencies in implementing the grant Program.

A-1.4 Managing Entity (ME)

As defined in s. 394.9082(2)(e), F.S.

A-2 STATEMENT OF WORK

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

A-3 PAYMENT, INVOICE AND RELATED TERMS

A-3.1 Return of Funds

In addition to the provisions of **Section 3.5**, 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 Grant Agreement.

A-4 GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

A-4.1 Coordination of Contracted Services

In addition to the terms of **Section 4.16**, the Grantee shall coordinate services provided under this Grant Agreement with the Managing Entity responsible for the coordinated system of care in the Service Location covered by this Grant Agreement

A-4.1.1 The Grantee shall submit a copy of this Grant Agreement and any amendments or renewals to the Managing Entity within 30 days of execution;

A-4.1.2 The Grantee shall provide contact information to the Managing Entity for a designated service coordinator; and

A-4.1.3 The Grantee shall participate in coordinated system of care activities sponsored by the Managing Entity to support systemic referral coordination, needs assessment, planning, development, data collection, resource sharing and related activities of the Managing Entity.

A-4.2 Exhibit A1 contains additional state and federal laws, rules, and regulations applicable to performance under this Grant Agreement.

A-5 RECORDS, AUDITS AND DATA SECURITY

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

A-6 PENALTIES, TERMINATION AND DISPUTE RESOLUTION

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

A-7 OTHER TERMS

A-7.1 Financial Assistance

As a recipient of state financial assistance, the Grantee shall be in compliance with s. 215.97, F.S. Expenditures of state financial assistance shall be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. The Grant Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Grant Agreement. Any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

A-7.2 Property

A-7.2.1 The word "property" as used in this section means equipment, fixtures, and other property of a non-consumable and non-expendable nature, the original acquisition cost or estimated fair market value of which is \$1,000 or more and the normal expected life of which is one year or more. This definition also includes hardback-covered bound books that are circulated to students or the general public, the original acquisition cost or estimated fair market value of which is \$25 or more, hardback-covered bound books, the cost or value of which is \$250 or more, and all computers. Each item of property which it is practicable to identify by marking shall be marked in the manner required by the Auditor General. Each custodian shall maintain an adequate record of property in his or her custody, which record shall contain such information as shall be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian shall take an inventory of property in his or her custody. The inventory shall be compared with the property record, and all discrepancies shall be traced and reconciled. All publicly supported libraries shall be exempt from marking hardback-covered bound books, as required by this section. The catalog and inventory control records maintained by each publicly supported library shall constitute the property record of hardback-covered bound books with a value or cost of \$25 or more included in each publicly supported library collection and shall serve as a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing shall be traced and reconciled, and the library inventory shall be adjusted accordingly.

A-7.2.2 If any property is purchased by the Grantee with funds provided by this Grant Agreement, the Grantee shall inventory all nonexpendable property including all computers. A copy of which shall be submitted to the Department along with the expenditure report for the period in which it was purchased. At least annually the Grantee shall submit a complete inventory of all such property to the Department whether new purchases have been made or not.

A-7.2.3 The inventory shall include, at a minimum, the identification number; year and/or model; a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the Vehicle Identification Number (VIN) and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost.

A-7.2.4 The Grant Manager must provide disposition instructions to the Grantee prior to the end of the Grant Agreement period. The Grantee cannot dispose of any property that reverts to the Department without the Grant Manager's approval. The Grantee shall furnish a closeout inventory no later than 30 days before the completion or termination of this Grant Agreement. The closeout inventory shall include all nonexpendable property including all computers purchased by the Grantee. The closeout inventory shall contain, at a minimum, the same information required by the annual inventory.

A-7.2.5 The Grantee hereby agrees that all inventories required by this Grant Agreement shall be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value shall be agreed upon by both the Grantee and the Department and shall be used in place of the original acquisition cost.

A-7.2.6 Title (ownership) to and possession of all property purchased by the Grantee pursuant to this Grant Agreement shall be vested in the Department upon completion or termination of this Grant Agreement. During the term of this Grant Agreement, the Grantee is responsible for insuring all property purchased by or transferred to the Grantee is in good working order. The Grantee hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Grantee shall be responsible for repaying to the Department the replacement cost of any property inventoried and not transferred to the Department upon completion or termination of this Grant Agreement. When property transfers from the Grantee to the Department, the Grantee shall be responsible for paying for the title transfer.

A-7.2.7 If the Grantee replaces or disposes of property purchased by the Grantee pursuant to this Grant Agreement, the Grantee is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Grantee's annual inventory.

A-7.2.8 The Grantee hereby agrees to indemnify the Department against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the Grantee pursuant to this Grant Agreement.

A-7.2.9 A formal contract amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

A-8 FEDERAL FUNDS APPLICABILITY

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

A-9 CLIENT SERVICES APPLICABILITY

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

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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-4, F.A.C. Community Mental Health Regulation
- Ch. 65E-5, F.A.C. Mental Health Act Regulation
- 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

A1-4 MISCELLANEOUS

A1-4.1 Department of Children and Families Operating Procedures

- 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 B - SCOPE OF WORK

B-1 SCOPE OF SERVICE

B-1.1. This is a three-year Grant Agreement, pursuant to the authority under s. 394.656, F.S. The Grantee shall expand the service capacity of the existing Martin County Mental Health Court (MHC), hereinafter referred to as “the Program” to provide an increased case load of 75 – 100 participants.

B-1.2 The Grantee shall conduct all activities supported by this Grant Agreement in accordance with the Grantee's Application, dated February 4, 2019 in response to the Department's Request for Applications (RFA112818HSET1). Both the Grantee's Application and the Department's Request for Applications are hereby incorporated by reference and shall be maintained in the Grantee's and the Department's official files. The terms of the Grantee's Application may not be changed without specific advance written approval by the Department

B-2 MAJOR CONTRACT GOALS

The primary goal of the Program is to divert adults and juveniles with a history of criminal justice involvement who are at risk of recidivism into either the criminal justice system or the State Hospital system and divert them into community services and treatment. The major objectives that contribute to the goal are to:

B-2.1 Expand and enhance the Martin County Mental Health Court to increase public safety, avert increased spending on criminal justice, and improve the accessibility and effectiveness of treatment services for the Target Population within three (3) months of execution of the Grant Agreement;

B-2.2 Create and encourage collaboration among key stakeholders, identified in the Grantee's Application, in implementing and providing ongoing oversight and quality improvement activities of the Program;

B-2.3 Increase diversion and treatment of people with mental illness, substance use disorders, or co-occurring disorders who are in, or at risk of entering, the criminal justice systems; and

B-2.4 Increase connections to housing, employment, and educational resources to provide a seamless continuum of services to the target population.

B-3 SERVICE AREA, LOCATIONS, AND TIMES

B-3.1 Service Area

The Grantee shall provide services within Martin county.

B-3.2 Service Delivery Location

B-3.2.1. The primary service delivery location(s) shall be:

Martin County BOCC, Health and Human Services
435 S.E. Flagler Avenue
Stuart, FL 34994

B-3.3 Service Times

Services shall be available and provided as needed, Monday through Friday 8:00 – 5:00, with the exception of those individuals who are placed into contracted inpatient treatment. Changes in service times and any additional holidays that the Grantee wants to observe shall be approved in writing by the Department.

B-3.4 Program Years

For the purposes of this Grant Agreement, Program Years are defined as:

B-3.4.1 Program Year 1: 6/1/20 - 5/31/21;

B-3.4.2 Program Year 2: 6/1/21 – 5/31/22; and

B-3.4.3 Program Year 3: 6/1/22 – 5/31/23.

B-4 CLIENTS TO BE SERVED

The Grantee shall serve adults age 18 or older and juveniles who have a mental illness, substance use disorder or co-occurring mental health and substance use disorders and who are in, or at risk of entering the criminal justice system who have been referred to the MHC.

B-5 CLIENT DETERMINATION

The Grantee is responsible for assessing and determining the eligibility of each person served under this Grant Agreement. The Grantee may assign this responsibility to a subgrantee.

B-6 EQUIPMENT

The Grantee may utilize funding provided under this Grant Agreement to purchase equipment necessary to perform and complete the services described herein in accordance with the Department approved budget.

B-7 CONTRACT LIMITS

The total funds awarded under this Grant Agreement shall not exceed \$317,000 for any Program Year as defined in **Section 3.4**.

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EXHIBIT C - TASK LIST

The Grantee 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 To support the objective in **Section B-2.1**, within three months of execution of this Grant Agreement, the Grantee shall expand services and diversion initiatives to increase public safety, avert increased spending on criminal justice, and improve the accessibility and effectiveness of treatment services for the Target Population. To achieve this outcome, the Grantee shall:

C-1.1.1 Review and update existing legally binding agreements with the entity specified in **Section C-2.3**, and any others implemented to expand the Program and provide the services specified in **Exhibit C1**;

C-1.1.2 Provide, directly or by agreement, an information system to track individuals during their involvement with the Program and for one year after discharge, including but not limited to: arrests, receipt of benefits, employment, and stable housing; and

C-1.1.3 Implement strategies that support diversion of the target Population from the criminal justice system including, but not limited to; rapid identification and referral of potential clients to the Mental Health Court, Case management assessment and identification of participant needs, mental health services, coordination of Crisis Intervention Training (CIT), and monitoring progress of participants "Conditions of Mental Health Court Agreement".

C-1.2 To support the objective in **Section B-2.2**, the Grantee shall create and encourage collaboration among key stakeholders in implementation and provide ongoing oversight and quality improvement activities of the Program. To achieve this outcome, the Grantee shall:

C-1.2.1 Participate in Planning Committee meetings, and

C-1.2.2 Assess progress of the Program based on established timelines, review attainment of goals, and make necessary adjustments to implementation activities as needed.

C-1.3 To support the objective in **Section B-2.3**, the Grantee shall Increase diversion and mental health and substance use treatment and services for the target population. To achieve this outcome, the Grantee shall:

C-1.3.1 Increase the average case load of participants in the Mental Health Court from 68 participants to 75-100 participants;

C-1.3.2 Work with New Horizon of the Treasure Coasts, Inc., to increase the capacity for behavioral and primary health care treatment including intensive psychiatric medical services to accommodate 75-100 participants in Mental Health Court;

C-1.3.3 Integrate visiting nurses into the Mental Health Court Program; and

C-1.3.4 Provide reliable transportation for participants in the Mental Health Court to attend court, doctors' appointments and drug testing.

C-1.4 To support the objective in **Section B-2.4**, the Grantee shall increase connections to housing, employment, and educational resources to provide a seamless continuum of services. To achieve this outcome, the Grantee shall:

C-1.4.1 Within the first three months of execution of this Grant Agreement, coordinate with mental health agencies and practitioners, and with emergency, transitional and permanent housing providers to provide Mental Health Court participants with affordable housing options; and

C-1.4.2 Partner with local workforce development and community organizations within the first three months of execution of this Grant Agreement to provide education and job training for participants that are not currently employed or that are employed temporarily.

C-2 ADMINISTRATIVE TASKS

C-2.1 Staffing

The Grantee shall provide and maintain the following full-time equivalent (FTE) staff, funded directly through the Grant Agreement, local matching funds, or subcontract as detailed in the Grantee's application and supported by this Grant Agreement:

- C-2.1.1** 2.00 FTE Case Managers (contracted)
- C-2.1.2** 1.00 FTE Supervisor (in-kind)
- C-2.1.3** 1.00 FTE Peer Specialist (contracted)
- C-2.1.4** 1.00 FTE Continuum of Care Staff (in-kind)
- C-2.1.5** 0.30 FTE Health and Human Services Manager (in-kind)
- C-2.1.6** 0.20 FTE Health and Human Services Grant Administrator (in-kind)
- C-2.1.7** 0.65 FTE Health and Human Services Receptionist (in-kind)
- C-2.1.8** 0.30 FTE Health and Human Services Specialist (in-kind)
- C-2.1.9** 0.65 FTE Health and Human Services Lab Technician (in-kind)
- C-2.1.10** 0.05 FTE Baker Act Liaison (contracted)

C-2.2 Professional Qualifications

The Grantee shall ensure all program staff assigned maintain all applicable minimum licensing, accreditation, training and continuing education requirements required by state and federal laws or regulations for their assigned duties and responsibilities.

C-2.3 Subcontracting

Subject to the provisions of **Section 4.3**, the Grantee shall subcontract with or issue a sub-grant agreement to the following entities for the provision of services under this Grant Agreement, as detailed in the Grantee's Application:

C-2.3.1 New Horizons of the Treasure Coast, Inc.; and

C-2.3.2 Other substance use disorder or mental health area treatment providers as determined by clinical Program staff, on an individual basis; in accordance with Martin County Board of County Commissioners Procurement Policy, subject to the provisions of Section 4.3., requiring prior written approval of the Department.

C-2.4 Technical Assistance Requirements

Pursuant to s. 394.659, F.S., the Criminal Justice, Mental Health, and Substance Abuse Technical Assistance Center (TAC) at the Louis de la Parte Florida Mental Health Institute at the University of South Florida provides technical assistance, information dissemination, and systemic impact monitoring of all CJMHSA Grant Program awards. To collaborate with the TAC the Grantee shall:

C-2.4.1 Provide primary contact information for the Grantee and each of its subgrantee award partners to the TAC within 10 business days after execution of this Grant Agreement;

C-2.4.2 Participate in an annual county level technical assistance needs assessments conducted by the TAC at the beginning of each fiscal year;

C-2.4.3 Participate in two on-site technical assistance visits conducted by the TAC within a three-year period;

C-2.4.4 Participate in program-wide conference calls scheduled by the TAC for all CJMHSA Grantees; and

C-2.4.5 Provide data and other information requested by the TAC to enable the TAC to perform statutory duties established in the authorizing legislation.

C-2.5 Records and Documentation

C-2.5.1 Unless otherwise specified herein, all correspondence, reports, records and documentation may be maintained and provided to the Department electronically.

C-2.5.2 The Grantee shall maintain, and shall ensure all subcontractors and subgrantees maintain records and documentation including, but not limited to, the following:

C-2.5.2.1 A case file on each client to include, at a minimum, the following elements: the client's name, address, telephone number, marital status, sex, race, date of birth, names and addresses of client's next of kin or guardian, referral source, presenting problem; the name of the individual having primary responsibility for the

client's treatment; assessment information; information on results from diagnosis and evaluation; service plan; progress notes; medication profile; treatment plan and treatment plan updates; and a termination report.

C-2.5.2.2 Draft reports, final reports, meeting notes, telephone logs;

C-2.5.2.3 Executed subcontract or sub-grant agreements and any amendments, invoices and supporting documentation, expenditure reports, and deliverables;

C-2.5.2.4 Documentation of time worked for each staff paid in whole or in part with these Grant Agreement funds;

C-2.5.2.5 Travel logs and requests for reimbursement for staff travel; and

C-2.5.2.6 Employment screening results for each staff who meets the requirements to be screened for employment.

C-2.6 Source Documentation The Grantee shall submit the following source documentation for the tasks under **Section C-1** and performance measures under **Section E-1** with the Quarterly Program Status Report required under **Section C-2.7**.

C-2.6.1 For the tasks specified in **Section C-1.1**, the Grantee shall submit copies of updated and newly executed legally binding agreements;

C-2.6.2 A copy of any agreements for an information tracking system and an electronic Quarterly Data Report that includes at a minimum; a summary of all individuals receiving program services, a record identification number for each individual served, dates of enrollment and discharge; fields tracking arrests, employment, housing, benefits, transportation, and treatment status;

C-2.6.3 Copies of training materials, including sign-in sheets, dates, handouts, and evaluation summaries; and

C-2.6.4 Copies of case plans generated from the Ohio Risk Assessment System (ORAS) for each newly enrolled participant.

C-2.6.5 For the tasks specified in **Section C-1.2**, the Grantee shall submit a copy of the Planning Committee meeting agenda, minutes, sign-in sheets; and

C-2.6.6 Report any adjustments to implementation activities during the previous service period in the Quarterly Program Status Report; and submit sign-in sheets, dates, and any handouts from the annual Sequential Intercept Mapping (SIM).

C-2.6.7 For the tasks specified in **Section C-1.3**, the Grantee shall include fields on the Quarterly Data Report that identify each participant's service needs based on their assessment, the dates of assessment and service referral, and lists any transportation services provided each participant; and

C-2.6.8 Report the number of visits from nurses into the Mental Health Court Program and services or activities performed by them on the Quarterly Status Report, and

C-2.6.9 Submit documentation of hire of additional contracted staff to increase the capacity for behavioral and primary health care treatment.

C-2.6.10 For the tasks specified in **Section C-1.4**, the Grantee shall submit a copy of correspondence and agreements confirming each partnering organization's commitment of housing, education, or employment training resources.

C-2.6.11 For the Performance Measures specified in **Section E-1.1**, a Quarterly Performance Measure Report and sufficient data tracking on the Quarterly Data Report of each Program participant's arrests, housing, employment, benefit, transportation, and mental health treatment status to validate the measures.

C-2.7 Reports

C-2.7.1 The Grantee shall document all tasks and activities under this Grant Agreement in the following reports, using templates to be provided by the Department, submitted in accordance with the reporting schedule in **Table 1**.

C-2.7.1.1 Quarterly Program Status Report

A detailed report of the services and activities performed in the previous three months and the progress of the program in meeting the performance measures, goals, objectives, and tasks described in the Grantee's application.

C-2.7.1.2 Quarterly Financial Report

A detailed cumulative report of Program expenses submitted every quarter of service provision. The Financial Report is used to track all expenses associated with the grant and reconcile these expenditures with the payments made by the Department. The Financial Report tracks grant award-funded and county match-funded expenses.

The Quarterly Financial Report must be signed and certified by an authorized representative attesting the Financial Report represents a complete and accurate account of all expenses supported by the Program award and statutory match obligations.

C-2.7.1.3 Final Program Status Report

A detailed report of the services and activities performed for the entire award period and the status of the Program in meeting the performance measures, goals, objectives, and tasks described in the application. A copy of the Final Program Status Report shall be presented to Martin County's Board of County Commissioners (BOCC) for their information through the Planning Committee.

C-2.7.1.4 Final Financial Report

A detailed report of Program expenses for the entire award period documenting expenditure of grant funds and compliance with the statutory match requirement. The Final Financial Report must be signed and certified by an authorized representative attesting the Financial Report represents a complete and accurate account of all expenses supported by the Program award and statutory match obligations. A copy of the Final Financial Report shall be presented to Martin County's Board of County Commissioners (BOCC) for their information through the Planning Committee.

C-2.8 Additional Reporting Requirements

The Grantee shall provide additional reporting pertaining to the services and activities rendered should the Department determine this to be necessary.

C-2.9 Reporting Schedule

The Grantee shall submit reports, in accordance with the reporting schedule in **Table 1**, to the Contract Manager specified in **Section 1.2.4**.

Table 1 - Reporting Schedule		
Report Title	Report Due Date(s)	# of Copies
Quarterly Program Status Report	15th day of the month following the quarter of program services or activities	1 electronic copy
Quarterly Financial Report	15th day of the month following the quarter of program services or activities	1 electronic copy
Final Program Status Report	No later than 60 days following the ending date of the Grant Agreement.	1 electronic copy
Final Financial Report	No later than 60 days following the ending date of the Grant Agreement.	1 electronic copy

C-3 STANDARD CONTRACT REQUIREMENTS

The Provider will perform all acts required by Sections 4, 5, 7, 8 and 9 of the Standard Contract.

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EXHIBIT C1 – ARRAY OF SERVICES

C1-1 The Grantee shall provide an array of mental health and co-occurring substance use services to eligible individuals for up to 2 years after admission to the Program. The Grantee shall provide a continuum of care services including safe housing and employment services through the Martin County Mental Health Court.

C1-2 The MHC will link offenders who would ordinarily be prison-bound to long-term community-based treatment, mental health and substance use assessments, services based on individualized treatment plans, and ongoing judicial monitoring to address the Program participant's behavioral health needs.

C1-3 The Grantee shall implement the following strategies to serve the target population:

C1-3.1 Screening and Referral

The Grantee shall utilize the validated Referral Decision Scale (RDS) and Brief Jail Mental Health Screen to screen all individuals at the time of booking, and a nurse is available for more in depth screening if mental health problems are indicated. Referrals to the MHC may be made by the arresting officer, the booking officer, and jail medical staff, first appearance staff including Assistant Public Defender, mental health professionals, pre-trial release staff, family member, or Defense Attorney. Once an inmate is identified as possibly having mental health issues, a complete biopsychosocial assessment is performed to determine the individual's appropriateness for placement in the MHC.

C1-3.2 Assessment

The Grantee shall provide each participant with a Pre-Self-Assessment and will complete a needs assessment within 24 hours of referral to the MHC. Two Case Managers will make recommendations to the Court based on the individual assessment.

C1-3.3 Care Coordination

The Grantee shall coordinate care through a Mental Health Court team, which will include a Mental Health Coordinator, treatment and relevant service providers, a Peer Specialist, and three Case Managers. The Case Managers will direct the clients' Court-approved treatment plans to ensure the following services which include, but are not limited to:

- C1-3.3.1** Medical Detoxification;
- C1-3.3.2** Crisis Intervention;
- C1-3.3.3** Drug screening;
- C1-3.3.4** Case management;
- C1-3.3.5** Monitoring;
- C1-3.3.6** Medication management;
- C1-3.3.7** Primary healthcare services;
- C1-3.3.8** Independent substance abuse screening within 7 days;
- C1-3.3.9** Peer Specialist support;
- C1-3.3.10** Housing;
- C1-3.3.11** Resume building, and key employment skills;
- C1-3.3.12** Education and training;
- C1-3.3.13** Substance Use Disorder Treatment services;
- C1-3.3.14** Therapy and counseling;
- C1-3.3.15** Benefit acquisition services;
- C1-3.3.16** Court Liaison services; and
- C1-3.3.17** Incidental Expenses as defined in Rule 65E-14.021, F.A.C.

C1-3.4 Evidence-based Treatment Programs and Interventions

The Grantee shall provide a range of individualized evidence-based mental health and substance use disorder interventions that are associated with reduced criminal justice recidivism in the target population, including:

- C1-3.4.1** BJMHS;
- C1-3.4.2** GAINS Re-entry Checklist;
- C1-3.4.3** Ohio Risk Assessment System (ORAS; and
- C1-3.4.4** Assess, Plan, Identify, and Coordinate (APIC) Model.

C1-4 CIT Training

The Grantee shall collaborate with law enforcement agencies within each jurisdiction to provide CIT training to law enforcement officers serving in Martin County as needed.

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EXHIBIT D – DELIVERABLES

D-1 SERVICE UNITS

A service unit is one quarter, three calendar months, of bundled Program services specified in **Exhibits C** and **C1**, provided to the minimum number of individuals specified in **Section D-4.1**, in the manner described in the Grantee's Application.

D-2 SERVICE TARGETS

The Grantee shall provide Program services to a caseload of 100 Individuals each program year for a total of 300 served during the life of this Grant Agreement. Enrolled participants continuing services from previous program years may be counted toward the annual target in subsequent years. The Grantee must provide the Minimum Annual Acceptable Performance specified in **Table 2**.

Table 2 - Service Targets					
Target Group	Individuals Served	Program Year 1	Program Year 2	Program Year 3	Program Lifetime
		6/1/20 – 5/31/21	6/1/21 – 5/31/22	6/1/21 – 5/31/23	6/1/20 – 5/31/23
D-2.1 Individuals Served	Annual Caseload Target Number	100	100	100	300
	Minimum Acceptable Performance	80	80	80	240

D-3 DELIVERABLES

The Grantee shall demonstrate satisfactory progress towards each service target in **Section D-2** through submission and Department approval of the Data Summary reports, source documents, and Program Status Report specified in **Section C-2.5** through **C-2.7**.

D-4 PERFORMANCE MEASURES FOR ACCEPTANCE OF DELIVERABLES

D-4.1 During each Program Year, satisfactory progress toward the service targets specified in **Section D-2.1** shall be demonstrated by services to at least:

- D-4.1.1.1** 20% of the Program Year Annual Caseload Target by the end of the first quarter;
- D-4.1.1.2** 40% of the Program Year Annual Caseload Target by the end of the second quarter;
- D-4.1.1.3** 60% of the Program Year Annual Caseload Target by the end of the third quarter; and
- D-4.1.1.4** 80% of the Program Year Annual Caseload Target by the end of the fourth quarter.

D-4.2 In the event the Grantee fails to achieve the performance standards in **Sections D-2** through **E-1**, the Department shall apply the provisions of **Section F-3**.

EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1 MINIMUM PERFORMANCE MEASURES

The following minimum qualitative performance measures are established pursuant to **Section 2.4.2** and shall be maintained during the term of this Grant Agreement. In the event the Grantee fails to achieve the measures for enrolled Program Participants in **Section E-1**, the Department shall apply the provisions of **Exhibit F3**.

- E-1.1** A minimum of 20% of Program participants will not be arrested while receiving Program services.
- E-1.2** A minimum of 10% of Program participants will not be arrested within the one-year period following Program discharge.
- E-1.3** A minimum of 75% of Program participants who do not reside in a stable housing environment at admission will reside in a stable housing environment within 90 days of Program admission.
- E-1.4** A minimum of 40% of Program participants will reside in a stable housing environment one year following Program discharge.
- E-1.5** A minimum of 20% of Program participants not employed at admission who are not receiving disability or have a disability case pending will be employed full or part-time within 180 days of Program admission.
- E-1.6** A minimum of 15% of Program participants who are not receiving disability or have a disability case pending will be employed full or part-time one year following Program discharge.
- E-1.7** A minimum of 100% of Program participants will be assisted by the Grantee (or sub-grantee) in applying for Social Security or other benefits for which they may have been eligible but were not receiving at Program admission.
- E-1.8** A minimum of 20% of Program participants will be diverted from admission to a State Mental Health Treatment Facility.
- E-1.9** A minimum of 60% of Program participants shall successfully complete the Program and graduate.

E-2 PERFORMANCE EVALUATION METHODOLOGY.

The Department will monitor the Grantee's performance in achieving the standards for enrolled Program Participants in **Section E-1**, according to the following methodology.

- E-2.1** For the measure in **Section E-1.1**, the total number of Program participants not arrested while enrolled in the Program DIVIDED BY the total number of Program participants shall be GREATER THAN OR EQUAL TO 20%.
- E-2.2** For the measure in **Section E-1.2**, the total number of Program participants not arrested one year following Program discharge DIVIDED BY the total number of Program participants shall be GREATER THAN OR EQUAL TO 10%.
- E-2.3** For the measure in **Section E-1.3**, the total number of Program participants not residing in a stable housing environment at admission who live in a stable housing environment within 90 days of Program admission DIVIDED BY the total number of Program participants not residing in a stable housing environment at Program admission shall be GREATER THAN OR EQUAL TO 75%.
- E-2.4** For the measure in **Section E-1.4**, the total number of Program participants who live in stable housing one-year following Program discharge DIVIDED BY the total number of Program participants discharged for one-year shall be GREATER THAN OR EQUAL TO 40%.
- E-2.5** For the measure in **Section E-1.5**, the total number of program participants not employed at Program admission who are employed full or part-time within 180 days of Program admission DIVIDED BY the total number of Program participants not employed at Program admission shall be GREATER THAN OR EQUAL TO 20%.
- E-2.6** For the measure in **Section E-1.6**, the total number of Program participants employed one year following Program discharge DIVIDED BY the total number of Program participants discharged for one year shall be GREATER THAN OR EQUAL TO 15%.
- E-2.7** For the measure in **Section E-1.7**, the total number of Program participants who were eligible for, but not receiving, social security or other benefits at Program admission who are assisted with applying for such benefits DIVIDED BY the total number of Program participants who were eligible for, but not receiving, those benefits at Program admission shall be GREATER THAN OR EQUAL TO 100%.

E-2.8 For the measure in **Section E-1.8**, the total number of Program participants diverted from a State Mental Health Treatment Facility DIVIDED BY the total number of eligible Program participants at Program admission shall be GREATER THAN OR EQUAL TO 20%.

E-2.9 For the measure in **Section E-1.9**, the total number of Program participants who successfully complete the Program and graduate DIVIDED BY the total number of individuals discharged from the Program shall be GREATER THAN OR EQUAL TO 60%.

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EXHIBIT F - METHOD OF PAYMENT

F-1 PAYMENT METHODOLOGY

F-1.1 This is a fixed price, fixed fee Grant Agreement. The Department will pay the Grantee a fixed fee of \$79,250 per service unit for services provided in accordance with the terms and conditions of this Grant Agreement, subject to the availability of funds.

F-1.2 **Table 3** specifies the schedule of payments for the lifetime of this Grant Agreement.

Table 3. Schedule of Payments		
Months of Services	Invoice Due Date	Fixed Payment Amount
6/1/20 – 8/31/20	9/15/20	\$79,250
9/1/20 – 11/30/20	12/15/20	\$79,250
12/1/20 – 2/28/21	3/15/21	\$79,250
3/1/21 – 5/31/21	6/15/21	\$79,250
Program Year 1 Total:		\$317,000
6/1/21 – 8/31/21	9/15/21	\$79,250
9/1/21 – 11/30/21	12/15/21	\$79,250
12/1/21 – 2/28/22	3/15/22	\$79,250
3/1/22 – 5/31/22	6/15/22	\$79,250
Program Year 2 Total:		\$317,000
6/1/22 – 8/31/22	9/15/22	\$79,250
9/1/22 – 11/30/22	12/15/22	\$79,250
12/1/22 – 2/28/23	3/15/23	\$79,250
3/1/23 – 5/31/23	6/15/23	\$79,250
Program Year 3 Total:		\$317,000
Total Program Amount:		\$951,000.00

F-2 INVOICE REQUIREMENTS

F-2.1 The Grantee shall request payment on a quarterly basis through submission of a properly completed and signed invoice using the template in **Exhibit F1**. Invoices and all supporting documentation are due no later than the 15th day of the month following each quarter of service provision.

F-2.2 The Department shall approve quarterly invoices following receipt of documentation of compliance with the provisions of **Sections D-2** through **E-1**.

F-2.3 The Grantee shall submit a final invoice for payment no later than 60 days after the expiration of this Grant Agreement or after this Grant Agreement is terminated. Failure to do so will result in a forfeiture of all right to payment and the Department shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Grant Agreement may be withheld until the Final Program Status Report and Final Financial Report are submitted and have been approved by the Department.

F-3 FINANCIAL CONSEQUENCES

The following financial consequences apply in addition to the Financial Consequences provided in **Section 6.1** of this Contract

F-3.1 If the Grantee does not meet the performance standards specified in **Sections D-2** through **E-1**, the Department will reduce the payment due for that quarter by 1% percent of the invoice amount for each measure missed, up to a maximum reduction of 5% percent in any quarter.

F-3.2 In the event of an invoice reduction under **Section F-3.1**, if the Grantee subsequently achieves the measure or acceptable performance during the same program year, the Grantee may submit a supplemental invoice, demonstrating the measure has been attained and requesting payment of the reduced portion of the original invoice.

F-3.3 If the Grantee does not meet the same measure for three or more consecutive quarters, the Department shall apply the provisions of **Section 6.1**. Corrective active plans required under **Section 6.1** may result in a reduction to future funding under this Grant Agreement, at the Department's sole discretion.

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EXHIBIT F1 –INVOICE TEMPLATE

QUARTERLY INVOICE					
Grantee Name				Grant Agreement No.	
Address				Invoice No.	
Service Period		From:		To:	
				Federal ID #	
Service Unit Description		# of Units		Rate	
Amount Requested					
One quarter, or three calendar months, of bundled Program services specified in Exhibits C and C1		1		\$79,250.00	
Submit a fully completed Quarterly Program Status Report and Quarterly Financial Report as supporting documentation for the above services.					
Total Grant Agreement Amount					
Total Amount of Previous Payments					
Amount Requested This Invoice					
Grant Agreement Balance After This Payment					

CERTIFICATION & APPROVAL	
I certify the above to be accurate and in agreement with this agency's records and with the terms of this agency's Grant Agreement with the Department. Additionally, I certify that the reports accompanying this invoice are a true and correct reflection of this period's activities, as stipulated by the Grant Agreement.	
Authorized Name (Print)	Title
Authorized Signature	Date Submitted

DCF CONTRACT MANAGER USE ONLY:	
Date Invoice Received:	
Date Goods/Services Received:	
Date Inspected and Approved:	
Financial Consequences Applied?	Description:
	Reduction Amount:
Yes ____ No ____	Approved Payment Amount:
Approved By:	
Payment Funding Codes:	

ATTACHMENT 1

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

A. 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.

B. 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:

- C. Contract manager for this contract (1 copy)
- D. 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

E. 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.

F. 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.

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ATTACHMENT 2

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, and 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 Parts 160 and 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 45 days following the determination of any potential breach of personal or confidential Departmental data as provided in section 817.5681, 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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