EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 11 of the Standard Contract, as provided herein:

A.1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A.1.1. In addition to the provisions of **1.6.1.3.**, the following specific definitions apply to this contract.

A.1.1.1. At-Risk

A.1.1.1.1. Adults who are "at-risk" of involvement in the criminal justice system have factors associated with possible criminal behavior. These factors include but are not limited to homelessness and other unstable living situations; history of victimization or abuse; significant transitions such as a recent release from jail, re-entry to the community from prison or release from a forensic facility; or a history of involvement in the criminal justice system.

A.1.1.1.2. Youth who are "at-risk" of involvement in the juvenile justice system have factors associated with possible delinquent behaviors that can lead to involvement in the juvenile justice system, including individual factors, family factors, peer group factors, school-related factors, or community environmental factors.

A.1.1.2. Co-occurring Disorders

As defined by the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5), the presence of at least one mental disorder and at least one substance use disorder (Diagnostic and Statistical Manual of Mental Disorders; APA, 2013).

A.1.1.3. County Planning Council or Committee

As described in §394.657(2)(a), F.S.

A.1.1.4. Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant (CJMHSA) Program, hereinafter referred to as "Program".

Pursuant to §394.656, F.S. the CJMHSA Program is established to provide funding to counties which may be used 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 abuse disorder, or co-occurring mental health and substance abuse disorders and who are in, or at risk of entering, the criminal or juvenile justice systems.

A.1.1.5. CJMHSA Technical Assistance Center (TAC)

Pursuant to §394.659, F.S., the CJMHSA Technical Assistance Center (TAC) is established at the Louis de la Parte Florida Mental Health Institute (FMHI) to provide technical assistance and consultation to grant applicants and awardees. Applicants are encouraged to contact the TAC for assistance in developing their applications at: https://www.usf.edu/cbcs/bhsp/tac/

A.1.1.6. Crisis Intervention Team (CIT)

A first responder model that provides law enforcement-based crisis intervention training to support individuals with mental illness including those with co-occurring substance use disorders.

A.1.1.7. Diversion Program

A program designed to divert individuals with mental illness, substance use disorders or co-occurring disorders from the criminal or juvenile justice system by connecting them to community-based services and supports and addressing the underlying causes of criminal behavior through effective intervention.

A.1.1.8. Evidence-Based Programs and Practices (EBP)

Programs or interventions supported by empirical research demonstrating effectiveness in achieving intended outcomes for the Target Population, including those recognized by SAMHSA, the GAINS Center, or other nationally recognized authorities, and consistent with applicable Managing Entity guidance, available at:

https://www.myflfamilies.com/services/samh/providers/managing-entities/managing-entities-fy24-25-templates

A.1.1.9. Fiscally Constrained County

A county that is entirely within a rural area of opportunity as designated by the Governor pursuant to §288.0656, F.S., or a county for which the value of a mill will raise no more than $5 million in revenue, based on the taxable value certified pursuant to §1011.62(4)(a)1.a. F.S., from the previous July 1, shall be considered a fiscally constrained county (§ 218.67(1), F.S.).

A.1.1.10.Managing Entity (ME)

As defined by §394.9082(2)(e), F.S.

A.1.1.11.Not-for-Profit Community Provider

A not-for-profit direct service agency providing mental health services and substance abuse prevention and treatment services as described in chapters §394 or §397, F.S.

A.1.1.12.Opioid

Prescription medications used to treat pain such as morphine, codeine, methadone, oxycodone, hydrocodone, fentanyl, hydromorphone, and buprenorphine, as well as illegal drugs such as heroin and illicit potent Opioids such as fentanyl analogs (e.g., carfentanil).

A.1.1.13.Opioid Use Disorder (OUD)

The problematic use of Opioids that results in significant impairment and potentially adverse health outcomes. The diagnostic criteria for OUD are defined by the DSM-5 as the presence of at least two symptoms within a twelve-month period. OUD can be classified as “mild,” moderate,” or “severe” depending on the number of presenting symptoms.

A.1.1.14.Recovery Oriented Services

Recovery-oriented services include, but are not limited to, peer recovery coaching, employment assistance, childcare, care coordination and housing support. In a recovery-oriented system of care, recovery-oriented services are offered in conjunction with a menu of traditional treatment services.

A.1.1.15.Sequential Intercept Mapping (SIM)

A strategic planning process and plan for reviewing a local community’s mental health, substance abuse, criminal justice, and related systems and identifying six points of interceptions where interventions may be implemented to prevent an individual with a mental illness or substance use disorder from entering further into the criminal justice system.

A.1.1.16.Strategic Plan

A document that is the result of a formal systemic and stakeholder planning process that documents participation by stakeholders; is data and research driven; establishes a path to the accomplishment of prioritized goals and objectives; and describes an intended outcome and measurable targets of achievement. If the Applicant participated in Sequential Intercept Mapping, the document produced as a result of that mapping can serve as the Strategic Plan for the specific population.

A.1.1.17.Substance Use Disorder (SUD)

The problematic use of a substance that results in significant impairment and potentially adverse health outcomes. In the DSM-5, each specific substance is addressed as a separate use disorder (e.g., alcohol use disorder, nicotine use disorder, sedative use disorder, etc.) and can be classified as “mild,” “moderate,” or “severe” depending on the number of presenting symptoms.

A.1.1.18.Substance Abuse and Mental Health Data System (SAMH Data System)

The Department’s web-based system designed for reporting client service data related to substance abuse and mental health services.

A.1.1.19.Supplant or Supplanting

The replacement of existing funding, services, or resources with funds provided under this Contract, rather than using Contract funds to supplement or enhance existing services.

A.1.1.20.Sustainability

The capacity of an Applicant and its partners to maintain the service coverage, developed as a result of this grant, at a level that continues to deliver the intended benefits of the initiative after the financial and technical assistance from the Department is terminated.

A.1.1.21.Young Adult: Individuals eighteen (18) through twenty-five (25) years of age at the time of program enrollment (Program Start Date).

A.1.1.22.Youth: Individuals seventeen (17) years of age or younger at the time of program enrollment (Program Start Date).

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

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

A.5. RECORDS, AUDITS AND DATA SECURITY

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

A.6. INSPECTIONS, PENALTIES, AND TERMINATION

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

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

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

A.10. PROPERTY

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

A.11. AMENDMENT IMPACT

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. §§ 300x, et seq.

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

42 U.S.C. §§ 300x-21 et seq.

45 CFR Part 96, Subpart L

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

45 CFR Part. 96

A1.1.3. Charitable Choice Regulations Applicable to Substance Abuse Block and PATH Grants

42 CFR Part 54

A1.1.4. Confidentiality of Substance Use Disorder Patient Records

42 CFR Part 2

A1.1.5. Security and Privacy

45 CFR Part 164

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

20 CFR Part 416

A1.1.7. Temporary Assistance to Needy Families (TANF)

42 U.S.C. §§ 601 - 619

45 CFR, Part 260

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

42 U.S.C. §§ 290cc-21 – 290cc-35

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

42 U.S.C. §§ 12101 - 12213

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

22 U.S.C. § 7104

2 CFR Part 175

A1.1.11. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

2 CFR Part 182

2 CFR Part 382

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., Sanitary Nuisances; Florida Clean Air Act
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
§ 409.906(8), F.S., Optional Medicaid Services – Community Mental Health Services

A1.2.3. Developmental Disabilities

Ch. 393, F.S., Developmental Disabilities

A1.2.4. Adult Protective Services

Ch. 415, F.S., Adult Protective Services

A1.2.5. Forensics

Ch. 916, F.S., Mentally Ill And Intellectually Disabled Defendants
Ch. 985, F.S., Juvenile Justice; Interstate Compact on Juveniles
§ 985.19, F.S., Incompetency in Juvenile Delinquency Cases
§ 985.24, F.S., 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
§ 112.061, F.S., Per diem and travel expenses of public officers, employees, and authorized persons; statewide travel management system
§ 112.3185, F.S., Additional standards for state agency employees
§ 215.422, F.S., Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
§ 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-45, F.A.C., Levels of Licensure
Ch. 65C-46, F.A.C., Child-Caring Agency Licensing

Ch. 65C-15, F.A.C., Child-Placing Agencies

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-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 170-18, 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

§ 215.425, F.S., Extra Compensation Claims prohibited; bonuses; severance pay

§ 215.97, F.S., Florida Single Audit Act

§ 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

CFO Memorandum No. 01, Contract and Grant Reviews and Related Payment Processing Requirements

CFO Memorandum No. 02, Reference Guide for State Expenditures

CFO Memorandum No. 04, Guidance on all Contractual Service Agreements Pursuant to § 215.971, F. S.

CFO Memorandum No. 20, Compliance Requirements for Agreements

2 CFR, Part 180, Office of Management and Budget Guidelines to Agencies on Government Wide Debarment and Suspension (Non-procurement)

2 CFR, Part 200, Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, available at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200

2 CFR, Part 300, Department of Health, and Human Services - Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Adoption of 2 CFR Part 200

45 CFR, Part 75, Uniform Administration Requirements, Cost Principles, and Audit Requirements for HHS Awards

A1.4.3. Data Collection and Reporting Requirements

§ 394.74(3)(e), F.S., Data Submission
§ 394.9082, F.S., Behavioral health managing entities
§ 394.77, F.S., Uniform management information, accounting, and reporting systems for providers
§ 397.321(3)(c), F.S., Data collection and dissemination system
FASAMS 155-2, Financial and Services Accountability Management System (FASAMS)

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EXHIBIT B – SCOPE OF WORK

B.1. SCOPE OF SERVICE

B.1.1. Pursuant to §394.656, F.S., this Contract is for a Criminal Justice, Mental Health, and Substance Abuse (CJMHSA) Reinvestment Grant. [This may be modified based on the Provider's application and type of Grant awarded]

B.1.2. The Provider shall conduct all activities supported by this Contract in accordance with the Provider's Application in response to the Department's Request for Applications (DCF RFA 2526 024). The Application, and the Department's Request for Applications are hereby incorporated by reference and shall be maintained in the Provider's and the Department's official files.

B.2. MAJOR CONTRACT GOALS

The major goals of this Contract are:

B.2.1. Expand the existing diversion initiative to increase public safety, avert increased spending on criminal and juvenile justice systems, improve the accessibility and effectiveness of treatment services for Youth and Young Adults (up to age 25) who have a mental illness, substance use disorder, or cooccurring mental health and substance use disorder, and who are in, or at risk of entering, the criminal or juvenile justice systems.

B.2.2. Expand the existing early identification and diversion system to include a continuum of interventions and services at different intercepts, including a co-response with law enforcement, outreach to students not attending school with behavioral health concerns, multi-agency Care Coordination, Restorative School Program, and a multi-disciplinary staffing process for youth and Young Adults with complex needs.

[This may be modified based on the Provider's application and type of Grant awarded]

B.3. SERVICE AREA/LOCATIONS/TIMES

B.3.1. Service Delivery Location

The Provider's administrative and programmatic offices shall be located at the address specified in **1.3.3**. The Provider shall notify the Department, in writing, a minimum of one week prior to making changes in office location or any changes that will affect the Department's ability to contact the Provider by telephone, facsimile, or email. [This will be modified based on the Provider's application and type of Grant awarded]

B.3.1.1. TBD

B.3.2. Service Times

The Provider shall ensure that administrative services are provided, at a minimum, between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Eastern Time, except for State-recognized holidays. Changes in service times and any additional holidays that the Provider wants to observe shall be approved in writing by the Department.

B.3.3. Program Year

For the Purpose of this contract, the Program Years are defined as:

B.3.3.1. Program Year 1: 2025-2026 or 2026-2027

B.3.3.2. Program Year 2: 2026-2027 or 2027-2028

B.3.3.3. Program Year 3: 2027-2028 or 2028-2029

The Program years will be determined on the awarded Applicants preferred project start date.

[This will be modified based on the Provider's application and type of Grant awarded]

B.4. CLIENTS TO BE SERVED

B.4.1. Young Adults ages 18 or older (up to age 25) who have a mental illness, substance use disorder, or co-occurring disorders and who are in, or at risk of entering the criminal justice system.

B.4.2. Youth ages 17 or younger who have a mental illness, substance use disorder, or co-occurring disorders and who are in, or at risk of entering the criminal justice system.

B.5. CLIENT ELIGIBILITY

The Provider is responsible for assessing the eligibility of each individual served. The Provider shall not deny services to or discriminate against any person on account of race, religion, color, national origin, gender, age, mental or physical disability, sexual orientation, citizenship, marital status, language spoken, and any other protected class.

B.6. CLIENT DETERMINATION

B.6.1. The Provider is responsible for determination of individuals in accordance with **B.4**. & **B.5**.

B.6.2. The Provider shall ensure services provided to individuals under this Contract emphasize the patient as a person rather than the patient's disability, illness, or condition. Services shall promote trauma-informed responsive care among peer organizations and family members through methods such as training and sharing of best practices.

B.7. EQUIPMENT

The Provider shall be responsible for supplying all equipment necessary to perform and complete the services described herein including, but not limited to, computers, telephones, copier, and fax machine, supplies, and maintenance.

B.8. CONTRACT LIMITS

No additional contract limitations apply beyond those identified

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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

To Support the goal in **B.2.1.**, the Provider shall propose specific diversion-related objectives, tasks and timetables related to the implementation of specific programs, services, or policies, rather than achievement of outcomes to be included in the resulting Grant Agreement, subject to the Department's reserved right to change or modify the objectives in the final Grant Agreement.

C.1.1. Planning Grants

C.1.1.1. Objective 1 - Strategic Plan Development

C.1.1.1.1. For Planning Grants, the Provider shall implement and complete the Strategic Plan submitted with the Application for the RFA and incorporated into this Contract as **Appendix A**. The Provider shall carry out the planning activities identified in the approved Strategic Plan and shall finalize, update, or refine the Strategic Plan as necessary based on the results of planning activities conducted during the grant period, within the timeframe specified in the Grant Agreement and subject to Department review and acceptance. Conducting an initial community-wide needs assessment, including clear delineation of the Target Population (youth, young adult or both).

C.1.1.1.2. Identification of the disorders to be addressed (substance use, mental health or co-occurring).

C.1.1.1.3. Conducting quarterly evaluations of the proposed planning activities to determine whether or not milestones are being met.

C.1.1.2. Objective 2 – Stakeholder and Community Collaboration

For Planning Grants, the Provider shall foster and strengthen collaboration among key stakeholders in support of the development, refinement, and implementation of a comprehensive Strategic Plan. The Provider shall carry out the stakeholder and community collaboration activities identified in the approved Strategic Plan and shall document such activities in accordance with the reporting requirements of this Contract. This includes: :

C.1.1.2.1. Involving key agency and community stakeholders, including potential sources of subject matter expertise and funding in planning actions.

C.1.1.2.2. Providing expert consultation and education on specific approaches and their linkage to best known effective mental health and substance abuse treatment practices, diversion strategies, and recovery-oriented services.

C.1.1.2.3. Establishing legally binding agreements to provide and coordinate services.

C.1.1.2.4. Establishing methodologies for sharing data and information.

C.1.1.3. Objective 3 - Applicant Specific

C.1.1.3.1. **TBD**

C.1.2. Implementation and Expansion Grants

For Implementation and Expansion Grants, the Provider shall implement the objectives, tasks, and timetables approved by the Department . Activities under this section shall be carried out in accordance with the approved Strategic Plan, Project Design, and service strategies.

C.1.2.1. Objective 1 – Establish or Expand Diversion Programs

The Provider shall establish or expand service programs designed to increase public safety, avert increased spending on the criminal and juvenile justice systems, and improve the accessibility and effectiveness of treatment services for the Target Population.

C.1.2.1.1. Establishing legally binding agreements with all participating entities to establish programs and diversion initiatives for the Target Population.

C.1.2.1.2. Providing an information system to track persons served during their involvement with the Reinvestment Grant Program and for at least six months after the person's Program End Date, including but not limited to, arrests, receipt of benefits, employment, and stable housing.

C.1.2.1.3. Implementing strategies that support the Provider's Strategic Plan for diverting the Target Population from the criminal or juvenile justice systems.

C.1.2.2. Objective 2 – Collaboration

C.1.2.2.1. The Provider shall implement collaboration activities necessary to support execution of the Strategic Plan, ongoing oversight of program activities, and continuous quality improvement throughout the Contract term. Participating in regular Planning Council or Committee meetings.

C.1.2.2.2. Assessing project progress of the project based on established timelines and review attainment of goals.

C.1.2.2.3. Data sharing.

C.1.2.2.4. Coordination with Managing Entities.

C.1.2.2.5. Making necessary adjustments to implementation activities, as needed.

C.1.2.3. Objective 3 - Applicant Specific

C.1.3. SUSTAINABILITY

Grant awards resulting from this RFA will not be renewable after the end of the grant funding period. During the term of the Grant Agreement, the Provider shall implement sustainability strategies identified in the approved Strategic Plan to support continuity of services, partnerships, and system improvements. The Provider shall take reasonable steps to position services or initiatives supported under this Contract for continuation beyond the grant period, including through reinvestment of efficiencies or cost savings, leveraging of other funding sources, or integration into existing community systems, as applicable.

C.2. ADMINISTRATIVE TASKS

C.2.1. Staffing

The Provider shall maintain the following full-time equivalent (FTE) positions as detailed in the response and supported by this Contract:

[This will be modified based on the Provider's application]

# of FTE	Position Title

C.2.2. Staffing Changes

The Provider shall notify the Department, in writing, of any changes to the staffing specified in C.2.1. The written notification must include documentation of the circumstances requiring the change(s) and describing the proposed changes in sufficient detail to permit evaluation on the impact of the Program.

C.2.3. Professional Qualifications

The Provider shall ensure all staff assigned to this Contract 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.2.4. Subcontracting

Subject to the requirements of **4.6** and **4.7.2.**, the Provider may subcontract for the services in order to fulfill the requirements of this Contract.

C.2.5. Technical Assistance Requirements

As defined in **A.1.1.5.**, the 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 Contract Program awards. To collaborate with the TAC the Provider shall:

C.2.5.1. Provide primary contact information for the Provider and each of its subcontracted award partners to the TAC within 10 business days after execution of this Contract;
C.2.5.2. Participate in annual county level technical assistance needs assessments conducted by the TAC at the beginning of each fiscal year;
C.2.5.3. Participate in two on-site technical assistance visits conducted by the TAC within a three-year period;
C.2.5.4. Participate in program-wide conference calls scheduled by the TAC for all Providers under the CJMHSA Program; and
C.2.5.5. Provide data and other information requested by the TAC to enable the TAC to perform statutory duties established in the authorizing legislation.

C.2.6. Records and Documentation

Unless otherwise specified in **C.2.7** all correspondence, reports, records, and documentation shall be maintained and provided to the Department electronically.

C.2.7. Reports

All tasks and activities under the Reinvestment Grant Program shall be documented and reported. All confidential records and confidentiality of individuals served shall be protected from unauthorized disclosure. The Department may negotiate additional required reporting in any Grant Agreement resulting from this RFA. At a minimum, the following reports shall be completed and submitted in accordance with the due dates specified in **C.2.8. Table 1**.

C.2.7.1. Quarterly Program Status Report

A detailed quarterly report of the services and activities performed in the previous three months and the progress in meeting the performance measures, goals, objectives, and tasks described in the application. The Department will provide the template needed to file this report.

C.2.7.2. 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 both grant award-funded and county match-funded expenses and encourages expenditure planning and projection.

The Quarterly Financial Report must be signed and certified by an authorized representative that the Financial Report represents a complete and accurate account of all expenses supported by the Reinvestment Grant Program award and statutory match obligations. The Department will provide the template needed to file this report.

C.2.7.3. Final Program Status Report

A detailed report of the services and activities performed for the entire award period and the status in meeting the performance measures, goals, objectives, and tasks described in the application. The Board of County Commissioners shall be responsible for approving the final report before submission to the Department.

C.2.7.4. Final Financial Report

A detailed report of Reinvestment Grant 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 that the Financial Report represents a complete and accurate account of all expenses supported by the Reinvestment Grant Program award and statutory match obligations.

C.2.8. Reporting Schedule

The Provider shall submit reports in accordance with the reporting schedule in **Table 1** below, to the Contract Manager specified in **1.3.4.**

TABLE 1 – REPORTING SCHEDULE		
REPORT TYPE	**REPORT DUE DATE**	**REPORT RECIPIENT**
Program Status Report	15th day of the month following the quarter of Program services.	Contract Manager specified in **1.3.4.**
Quarterly Financial Report	15th day of the month following the quarter of Program services.	
Final Program Status Report	Report No later than 60 days following the ending date of the Grant Agreement.	
Final Financial Report	Report No later than 60 days following the ending date of the Grant Agreement.	

C.2.9. Additional Reporting Requirements

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

C.2.10. Acceptance of Reports

Where delivery of reports is required by the Department, mere receipt by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance in writing of required report shall constitute a separate act. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable. The Department, at its option, may allow additional time within which any objections may be remedied.

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EXHIBIT D – DELIVERABLES

The Provider shall achieve the deliverables and service targets identified in this section, as proposed in the Provider's approved Application and incorporated into this Grant Agreement. The Department reserves the right to change or modify the deliverables in the final Grant Agreement.

D.1. SERVICE UNITS

A unit of service is equal to one quarter (three months) of services and activities, to be reported to the Department using the Quarterly Program Status Report outlined in **C.2.7.1**

D.1.1. Planning Grants

D.1.1.1. For Planning Grants, the Provider shall achieve the following service targets over the life of the Grant Agreement, consistent with the approved Application and Strategic Plan: Progress towards conducting a current needs assessment.

D.1.1.2. Progress towards establishing legally binding agreements with key stakeholders.

D.1.1.3. Progress toward submission of the final Strategic Plan.

D.1.2. Implementation and Expansion Grants

For Implementation and Expansion Grants, the Provider shall achieve the following service targets over the life of the Grant Agreement, as proposed in the approved Application and reported through the Quarterly Program Status Report: :

D.1.2.1. **TBD** (number) of individuals served under the Program. Depending on Program design, service targets may distinguish between individuals served in any capacity and those receiving more intensive services.

D.1.2.2. **TBD** (number) of persons trained in the Provider's model, as applicable.

[This may be modified based on the Provider's application and type of Grant awarded]

D.2. DELIVERABLES

The Provider shall demonstrate satisfactory progress towards each service target in **D.2.** through submission of quarterly data reporting in each Quarterly Program Status Report specified in **C.2.7.1.**

D.2.1. Each deliverable shall be considered met when the Provider documents achievement of the applicable service target and performance standard.

D.2.2. Deliverables shall be reviewed and accepted by the Department based on compliance with the approved objectives, tasks, and timetables.

D.3. PERFORMANCE MEASURES FOR ACCEPTANCE OF DELIVERABLES

During each program year, satisfactory progress toward the service targets specified in **D.2.** shall be demonstrated by services to at least: **TBD**

In the event the Provider fails to achieve the measures in **Exhibits D** or **E**, the Department shall apply the provisions of **F.3.**

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EXHIBIT E – MINIMUM PERFORMANCE MEASURES

The following minimum quantitative performance measure is established pursuant to **2.4.** and shall be maintained during the term of this Contract. [This will be modified based on the Provider's application]

E.1. MINIMUM PERFORMANCE MEASURES

Providers must provide data that measures the results of their work. Both process and outcome data related to the performance measures are to be collected and reported to the Department and the CJMHSA TAC. Additional information requested by the CJMHSA TAC must also be provided to enable the CJMHSA TAC to perform the statutory duties established in the authorizing legislation.

E.1.1.Planning Grants

The Department reserves the right to change or modify the performance measures in the final Grant Agreement.

E.1.1.1. Completion of the needs assessment and identification of the Target Population and disorder(s) to be addressed within 90 days of execution of the final Grant Agreement.

E.1.1.2. Establishment of formal partnerships, as evidenced by legally binding agreements, with a minimum of three agencies (i.e., law enforcement, homeless coalitions, treatment providers, courts, schools, etc.), within 60 days of execution of the final Grant Agreement.

E.1.1.3. Completion of data sharing, collection and reporting methodologies among partners and the CJMHSA TAC within 90 days of execution of the final Grant Agreement.

E.1.1.4. Completion of the Strategic Plan within 365 calendar days of execution of the Grant Agreement.

E.1.1.5. TBD: Applicant specific Performance Measures.

E.1.2.Implementation and Expansion Grants - Universal Performance Measures

These measures shall apply to all individuals receiving services under this Program.

E.1.2.1. Percent who are arrested or rearrested while receiving services.

E.1.2.2. Percent assisted by the Applicant in applying for social security or other benefits for which they may be eligible but were not receiving at their Program start date.

E.1.2.3. Percent diverted from a State Mental Health Treatment Facility.

E.1.2.4. Percent who successfully complete Program services.

E.1.3.Implementation and Expansion Grants - Supplemental Performance Measures

These measures shall apply to all individuals receiving services under this Program:

E.1.3.1. Percent who do not reside in a stable housing environment on their start date who reside in a stable housing environment within 90 days of their Program Start Date.

E.1.3.2. Percent not employed at their Program start date who are employed full or part time within 180 days of their Program Start Date.

E.1.3.3. These measures shall apply to all persons successfully completing services under this Program:

E.1.3.4. Percent who are arrested or rearrested within six months following the Program End Date.

E.1.3.5. Percent who reside in a stable housing environment six months following the Program End Date.

E.1.3.6. Percent employed full or part time six months following their Program End Date.

E.1.3.7. TBD: Applicant specific related Project Design and Implementation.

The Department reserves the right to add, remove or modify the proposed performance measures in each Grant Agreement, based upon the Project Design. The Department reserves the right to adjust the percentages or target number for subsequent years of the Reinvestment Grant Program based on a review of the previous year's performance.

E.2. PERFORMANCE EVALUATION METHODOLOGY

The Department will evaluate the Provider's performance in achieving the minimum performance measures set forth in **E.1.** based on data reported by the Provider, information submitted to the CJMHSA Technical Assistance Center (TAC), and other monitoring activities conducted by the Department. Performance evaluation will include review of both process measures (e.g., implementation of required activities and milestones) and outcome measures (e.g., client-level results and system impacts), as applicable to the type of Grant awarded.

E.2.1. Performance measures shall be assessed using data reported through required quarterly program and financial reports, data systems designated by the Department, and any additional documentation reasonably requested to validate reported outcomes. The Provider shall ensure that data submitted is accurate, complete, and timely, and shall maintain supporting documentation sufficient to substantiate reported performance.

E.2.2. For Planning Grants, performance will be evaluated based on progress toward completion of required planning activities and deliverables within the timeframes specified in this Contract, including completion of the needs assessment, establishment of partnerships, development of data-sharing methodologies, and submission of the Strategic Plan.

E.2.3. For Implementation and Expansion Grants, performance will be evaluated based on achievement of universal and supplemental performance measures, as applicable to the approved Project Design and Target Population. Outcome measures may be assessed at multiple points during and after service delivery, including during participation in services and following Program completion, as specified in **E.1.**

E.2.4. The Department may use performance data to identify trends, assess effectiveness, and determine the need for technical assistance, corrective action, or adjustments to performance targets in subsequent reporting periods or Program Years, consistent with the terms of this Contract.

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EXHIBIT F – METHOD OF PAYMENT

F.1. PAYMENT METHODOLOY

F.1.1. This is a fixed price (fixed fee) 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, as specified in **Table 3.** [This will be modified based on the Provider's application]

Table 3. Schedule of Payments		
Months of Services	**Invoice Due Date**	**Fixed Payment Amount**
TBD	TBD	$ TBD
TBD	TBD	$ TBD
TBD	TBD	$ TBD
TBD	TBD	$ TBD
	Program Year 1 Total:	**$** TBD
TBD	TBD	$ TBD
TBD	TBD	$ TBD
TBD	TBD	$ TBD
TBD	TBD	$ TBD
	Program Year 2 Total:	**$** TBD
TBD	TBD	$ TBD
TBD	TBD	$ TBD
TBD	TBD	$ TBD
TBD	TBD	$ TBD
	Program Year 2 Total:	**$** TBD
	Total Program Amount	**$** TBD

F.2. INVOICE AND SUPPORTING DOCUMENTATION

F.2.1. The Provider shall request payment 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 services period, unless otherwise approved by the Department. The Provider shall submit the Quarterly Program Status Report specified in **C.2.6.** as supporting documentation for each invoice.

F.2.2. The Provider shall submit a Final Invoice and the Final Expenditure Report for payment no later than 60 days after the expiration of this Contract or after this Contract 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 Contract may be withheld until the Final Program Status Report and Final Expenditure Report are submitted and have been approved by the Department. The Department will approve the Final Invoice payment in an amount not to exceed the Provider's actual direct costs attested to in the Final Expenditure Report.

F.2.3. In the event the Final Invoice amount requested exceeds the Final Expenditure Report amount, the Department shall reduce the approved payment to reconcile to the Final Expenditure Report amount.

F.2.4. In the event the Final Invoice reduction is insufficient to reconcile total payment under this Contract to the actual direct costs attested to in the Final Expenditure Report, the Department shall withhold payment for the Final Invoice and shall request prompt return of the overpayment balance pursuant to **3.5.**

F.3. FINANCIAL CONSEQUENCES

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

F.3.1. If the Provider does not meet a performance measure applicable to a reporting period, the Department shall reduce the payment due for that month by one percent (1%) of the invoice amount for each unattained performance measure up to a maximum reduction of five percent (5%) in any quarter.

F.3.2. In the event of an invoice reduction under **F.3.1.**, if the Provider subsequently achieves the performance measure during the same program year, the Provider 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 Provider does not meet the same measure for two or more consecutive months, the Department shall apply the provisions of **6.1.** Corrective active plans required under **6.1.** may result in a reduction to future funding under this contract, at the Department's sole discretion.

F.4. RETURN OF FUNDS

Any unused or unmatched grant funds, as detailed in the Final Financial Report, must be returned to the Department no later than 60 days following the end of the Grant Agreement.

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EXHIBIT F1

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES SUBSTANCE ABUSE AND MENTAL HEALTH						
INVOICE PAYMENT REQUEST						
Provider Name:					**Grant/Contract #:**	
Address:					**Invoice #:**	
Service Period:	**From:**		**To:**		**Federal ID #:**	
Service Unit Description			**# of Units**	**Rate**	**Amount Requested**	
				TOTAL:		

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/Contract 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/Contract Agreement.	
Authorized Name (Print):	**Title:**
Authorized Name (Signature):	**Date Submitted:**

DCF CONTRACT MANAGER USE ONLY					
Date Invoice Received:					
Date Goods & Services Received:					
Date Goods & Services Approved:					
Contract Manager Name:					
Contract Manager Signature:					
Financial Consequences Applied:			**Reduction Amount:**		
Yes: ¨ **No:** ¨			**Description of Consequences:**		
Org Code	**BE**	**CAT**	**EO**	**OCA**	**Amount Approved for Payment**

ATTACHMENT 1
FINANCIAL COMPLIANCE

The administration of resources awarded by the Department to the Provider may be subject to audits as described in this Attachment.

1. MONITORING

1.1. In addition to reviews of audits conducted in accordance with 2 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. Monitoring or oversight reviews include 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 Provider shall comply and cooperate with any monitoring or oversight reviews deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Provider is appropriate, the Provider shall comply with any additional instructions provided by the Department regarding such audit. The Provider shall 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.

2. AUDITS

2.1. Part I: Federal Requirements

2.1.1. This part is applicable if the Provider is a state or local government, or a nonprofit organization as defined in 2 CFR §§200.500-200.521.

2.1.2. In the event the Provider expends $750,000 ($1,000,000 for fiscal years beginning on or after October 1, 2024) or more in federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§200.500-200.521. The Provider shall provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the Provider expends less than $750,000 ($1,000,000 for fiscal years beginning on or after October 1, 2024) in federal awards during its fiscal year, the Provider shall provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. If the Provider elects to have an audit that is not required by these provisions, the cost of the audit must be paid from non-federal resources. In determining the federal awards expended during its fiscal year, the Provider 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 shall be in accordance with guidelines established by 2 CFR §§200.500-200.521. An audit of the Provider 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 Provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

2.1.3. The audit's schedule of expenditures shall disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The audit's financial statements shall 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.

2.2. Part II: State Requirements

2.2.1. This part is applicable if the Provider is a non-state entity as defined by §215.97(2), F.S.

2.2.2. In the event the Provider expends $750,000 or more in state financial assistance during its fiscal year, the Provider must have a state single or project-specific audit conducted in accordance with §215.97, F.S.; 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 Provider shall provide a copy of the single audit to the Department's Single Audit Unit and its

contract manager. In the event the Provider expends less than $750,000 in state financial assistance during its fiscal year, the Provider shall provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. If the Provider elects to have an audit that is not required by these provisions, the cost of the audit must be paid from non-state resources. In determining the state financial assistance expended during its fiscal year, the Provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2.2.3. In connection with the audit requirements addressed in the preceding paragraph, the Provider shall ensure that the audit complies with the requirements of §215.97(8), F.S. This includes submission of a financial reporting package as defined by §215.97(2), F.S., and Chapters 10.550 or 10.650, Rules of the Auditor General.

2.2.4. The audit's schedule of expenditures shall disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The audit's financial statements shall 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.

2.3. Part III: Report Submission

2.3.1. Audit reporting packages (including management letters, if issued) required pursuant to this agreement shall be submitted to the Department within 30 (federal) or 45 (state) days of the Provider's receipt of the audit report or within nine months after the end of the Provider's audit period, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

2.3.1.1. The Contract Manager.

2.3.1.2. Department of Children & Families, Office of the Inspector General, Single Audit Unit HQW.IG.Single.Audit@myflfamilies.com.

2.3.1.3. Reporting packages required by **Part I** of this attachment shall be submitted, when required by 2 CFR §200.512 (d), by or on behalf of the Provider directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System, located at: https://www.fac.gov/, and other federal agencies and pass-through entities in accordance with 2 CFR §200.512.

2.3.1.4. Reporting packages required by **Part II** of this agreement shall be submitted by or on behalf of the Provider directly to the state Auditor General (one paper copy and one electronic copy) at:

Auditor General
Local Government Audits/251
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
flaudgen_localgovt@aud.state.fl.us.

The Auditor General's website (https://flauditor.gov) provides instructions for filing an electronic copy of a financial reporting package.

2.3.2. When submitting reporting 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, the Provider shall include correspondence from the auditor indicating the date the audit report package was delivered to the Provider. 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.

2.3.3. Certifications that audits were not required shall be submitted within 90 days of the end of the Provider's audit period.

2.3.4. Any other reports and information required to be submitted to the Department pursuant to this attachment shall be done so timely.

2.4. Record Retention

The Provider 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 Provider 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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