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.

[Additional terms may be added based on the Provider's application and type of Grant awarded]

A.1.1. In addition to the provisions of **1.6.1.3.**, the following program-specific terms apply to this Contract.

A.1.1.1. Community Health Worker

Proposed staff member, excluding the licensed or certified staff, who provides any additional necessary client direct service and supports to achieve the goals of this Contract.

A.1.1.2. Evidence-Based Practices (EBP)

Practices which have been independently evaluated using a sound methodology, including, but not limited to, random assignment, use of control groups, valid and reliable measures, low attrition, and appropriate analysis. Such studies should provide evidence of statistically significant positive effects in mental health treatment or substance abuse treatment of adequate effect size and duration.

A.1.1.3. Managing Entity (ME)

As defined in §394.9082(2)(e), F.S., a corporation selected by and under contract with the department to manage the daily operational delivery of behavioral health services through a coordinated system of care.

A.1.1.4. Medication Assisted Treatment (MAT)

As defined in §397.311(28), F.S. the use of medications approved by the United States Food and Drug Administration, in combination with counseling and behavioral therapies, to provide a holistic approach to the treatment of substance abuse.

A.1.1.5. Opioid Settlement

The legal resolution of claims filed by states, patients, and local governments against opioid manufactures, distributors, and prescribers for their role in the opioid epidemic. The settlements aim to provide support to the communities and individuals harmed by opioid abuse.

A.1.1.6. Sustainability

The capacity of a Provider and its partners to maintain the service coverage, developed as a result of this Contract, 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.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

A.5.1. In addition to the requirements in **5.1.** of this Contract:

A.5.1.1. The Provider shall protect and ensure that all Subcontractors protect confidential records from disclosure and protect confidentiality of Individuals Served in accordance with federal and state law, including but not limited to, §397.501(7), §394.455(3), §394.4615, §414.295, F.S., 42 CFR 2, and 45 CFR Part 164.

A.5.1.2. The Provider shall assume all financial responsibility for record requests of the Department or of the public, record storage and retrieval costs.

A.5.1.3. Clinical records shall be kept secure from unauthorized access and maintained in accordance with 42 Code of Federal Regulations, Part 2 and §397.501(7), F.S. Providers shall have record management procedures regarding content, organization, access, and use of records. Clinical records shall be retained for a minimum of seven years in accordance with 65D-30.0041(2), F.A.C.

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 and 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 and 2 CFR Part 175

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

2 CFR Part 182 and 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. <u>FLORIDA ADMINISTRATIVE CODE</u>

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

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)

EXHIBIT B – SCOPE OF WORK

B.1. SCOPE OF SERVICE

B.1.1. This Contract is for the implementation or expansion of a Medication Assisted Treatment (MAT) Program through the use of a mobile unit to individuals with Opioid Use Disorder (OUD), and/or co-occurring Substance Use Disorder (SUD) and Mental Health (MH) Disorder in local communities and jails using best and/or promising practices. The Provider shall provide buprenorphine in order to make it more accessible to the public providing services for individuals with limited transportation. [This may be modified based on the Provider's application and type of award]

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 048). 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 to:

B.2.1. Establish mobile units and programs to provide MAT in both communities and jails.

B.2.2. Leverage the Program's mobility to facilitate access to MAT and bring essential, individual-centric addiction services directly to those at the greatest risk of near-term death from overdose.

B.2.3. Expand recovery support services, increase the number of individuals entering recovery, reduce recidivism and relapse, and improve individual outcomes.

B.3. SERVICE AREA/LOCATIONS/TIMES

B.3.1. Service Delivery Area

B.3.2. Services will be provided in counties and jails throughout Florida. [This will be modified based on the Provider's application and type of award]

B.3.3. Service Delivery Locations/Times

The location of services will be provided at the following locations: [This will be modified based on the Provider's application and type of award]

B.3.4. Administration Service Times

B.3.4.1. The Provider shall ensure that Provider staff and/or Subcontractors are there to conduct ongoing management and oversight of services, including administrative, clerical, and supervisory functions, at a minimum, between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Eastern Standard Time, except for State-recognized holidays at the address specified in **1.3.**

B.3.4.2. The Provider shall notify the Department's Contract Manager, in writing, at least ten calendar days prior to any changes in days and times where services are being provided.

B.4. CLIENTS TO BE SERVED

B.4.1. Pursuant to 42 CFR §8.12(e), the Provider shall provide MAT services to adults 18 years of age or older who meet admission criteria and criteria for a diagnosis of moderate or severe OUD as categorized in the Diagnostic and Statistical Manual of Mental Disorders, 5th Edition (DSM-5). [This may be modified based on the Provider's application and type of award]

B.5. CLIENT DETERMINATION

B.5.1. The initial screening shall determine whether an individual is currently using opioids and/or has an OUD diagnosis and is at risk for serious repercussions from this disorder, such as opioid withdrawal, overdose, treatment dropout, or nonresponse to treatment without MAT.

B.5.2. The Provider shall ensure MAT services are provided to eligible individuals according to eligibility requirements as specified in **B.4.**

B.5.3. The Provider's physician or the qualified designee shall make the determination to refuse treatment if an individual will not benefit from a treatment regimen that includes the use of methadone

or other OUD medications, or if treating the individual would pose a danger to others. The Provider shall document the basis for the decision to refuse treatment.

B.5.4. In the event of a dispute, the Department, in accordance with state law, will make the final and binding determination for all parties.

B.6. EQUIPMENT

B.6.1. The Provider shall supply, all equipment necessary to perform under, conduct and complete the services being provided under this Contract including computers, telephones, copier, and fax machine including supplies and maintenance, as well as needed office supplies.

B.7. CONTRACT LIMITS

B.7.1. The Provider shall ensure that funds provided pursuant to this Contract will not be used to serve individuals outside the target population(s) specified in **B.4.** of this Contract.

B.7.2. Services shall only be provided within the service area outlined in **B.3.1.** through **B.3.2.**

B.7.3. All costs associated with performance of the tasks contemplated by this Contract shall be both reasonable and necessary and in compliance with the cost principles pursuant to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - Subpart E, 45 CFR Part 75 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards - Subpart E, and The Reference Guide for State Expenditures.

B.7.4. Funding may not be used for maintenance or repair of Mobile Units.

B.7.5. Sustainability Planning

The Provider shall implement and maintain the Sustainability Plan submitted as part of its Application. Sustainability planning shall begin upon contract execution and continue throughout the contract period. The Sustainability Plan shall be reviewed and updated at least annually, and upon request of the Department, and shall include, at a minimum:

B.7.5.1. Long-term funding strategies and anticipated funding sources;

B.7.5.2. Diversification of funding sources, including identification of additional federal, state, local, and Opioid Settlement funding opportunities;

B.7.5.3. Third-party reimbursement strategies, including Medicaid, Medicare, commercial insurance, and other entitlement programs;

B.7.5.4. Community partnership commitments;

B.7.5.5. Integration of Mobile MAT services into the Provider's broader continuum of care;

B.7.5.6. Workforce sustainability strategies;

B.7.5.7. Operational sustainability strategies for mobile units, technology, and medication supply chains; and

B.7.5.8. Outcome-driven strategies to support continued investment and funding.

B.7.5.9. The Provider shall maintain documentation supporting implementation of the Sustainability Plan, including updates, activities, funding strategies, partnership activities, and other efforts undertaken pursuant to this section. Such documentation shall be made available to the Department upon request.

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

C.1.1. Implementation Services

To support the goal in **B.2.1.**, the Provider shall propose start-up activities necessary to provide services to include but not be limited to:

C.1.1.1. Acquisition of vehicles, tangible property, or supplies essential to program development.

C.1.1.2. Recruitment, onboarding, orientation, and training of personnel detailed in the staffing plan.

C.1.1.3. Development of appropriate agreements with local partners, the Florida Sheriff's Association, and jails necessary for effective service delivery.

C.1.1.4. Acquisition of intellectual technology tools necessary for the development and maintenance of protected electronic health records and aggregate output and outcome data reporting.

C.1.1.5. Obtaining appropriate licensure, registration, certification, insurance coverage, and related administrative operational measures necessary for the initiation of services.

C.1.1.6. Consultation for Program design, evaluation, and quality assurance purposes.

C.1.1.7. Additional related one-time only activities and services proposed by the Provider with a specific justification, subject to the Department's final approval.

C.1.2. Expansion Services

To support the goals in **B.2.2.** and **B.2.3.**, the Provider shall provide services in person at the locations specified in **B.3.2.**, and/or via telehealth as specified in **C.2.5.** Services shall include but not be limited to:

C.1.2.1. Screening

The Provider shall implement a continuous, comprehensive, integrated MAT Program offering services for individuals who use opioids and/or have an OUD diagnosis that includes but is not limited to:

C.1.2.1.1. An expedited screening and admission process to deliver same-day service initiation, including mechanisms to minimize identification, and prior authorization of other legal documentation required for service initiation.

C.1.2.1.2. Determination of the individual's eligibility based on the eligibility criteria listed in **B.4.** of this Contract.

C.1.2.1.3. Systematic screening of all individuals using validated screening tools for OUD and/or co-occurring disorders and assess the symptoms of each individual presenting for services to determine whether MAT is appropriate. The Provider shall use screening and assessment instruments that are well validated and reliable. The Provider shall ensure that all staff use the same validated screening and assessment instruments for the target population that are age appropriate.

C.1.2.2. Initial and Ongoing Assessment

C.1.2.2.1. The Provider shall conduct the initial assessment for MAT in-person or via telehealth which shall include but not be limited to a physical health assessment, medical history, and a psychosocial evaluation in accordance with 65D-30.0042, F.A.C.

C.1.2.2.2. Subsequent assessments shall be conducted, either in-person or via telehealth, with each individual at least every three months post induction.

C.1.2.2.3. Ongoing assessments shall include an evaluation of the individual's progress in treatment and the justification for continued maintenance. The assessment and recommendations shall be recorded in the individual's clinical record.

C.1.2.3. Individualized Treatment Plan

C.1.2.3.1. The Provider shall develop an individualized treatment plan for each individual receiving services. The Provider shall afford the individual the opportunity to participate and be actively engaged in the development and subsequent review of the treatment plan.

C.1.2.3.2. The Provider shall provide a thorough explanation of all program services, as well as state and federal policies and regulations, and obtain a voluntary, written, and signed program-specific statement of informed consent from the individual at admission.

C.1.2.3.3. The treatment plan shall include goals and related measurable objectives to be achieved by the individual, the tasks involved in achieving those objectives, the type and frequency of services to be provided, and the expected dates of completion.

C.1.2.3.4. The Provider shall provide Certified Recovery Peer Specialist support for individuals participating in MAT services during incarceration and provide linkages to social services and recovery supports for individuals returning to the community upon release.

C.1.2.3.5. At least annually, during the treatment plan review, the Provider shall assess the individual's readiness and desire to transition to a lower level of care.

C.1.2.3.6. If indicated, recovery support services shall be provided directly or through referral in instances where the Provider cannot or does not provide certain services needed by an individual. In cases where individuals need to be referred for services, the Provider shall use a care coordination approach by linking individuals to needed services and following up on referrals.

C.1.2.3.7. A record of all such referrals for recovery support services shall be maintained in the clinical record, including whether or not a linkage occurred or documentation of efforts to confirm a linkage when confirmation was not received.

C.1.2.4. Overdose Education and Prevention

C.1.2.4.1. The Provider shall develop an Overdose Prevention Plan (OPP) within 90 days of execution of this Contract, that includes a process to disseminate overdose reversal educational materials and distribute naloxone kits. The OPP shall include:

> **C.1.2.4.1.1.** Education about the risks of overdose, including having a lower tolerance for opioids if the individual is participating in an abstinence-based treatment program or is being discharged from a medication-assisted treatment program.
>
> **C.1.2.4.1.2.** Provide information on overdose recognition and naloxone, the medication that reverses opioid overdose, including how to use naloxone and where and how to access it.

C.1.2.4.2. The Provider shall share overdose prevention information with individuals upon admission.

C.1.2.5. Community Collaboration and Case Management Services

C.1.2.5.1. The Provider shall develop collaborative strategies with community partners including, but not limited to, law enforcement agencies, judicial authorities, behavioral health providers and community organizations.

C.1.2.5.2. The Provider shall utilize diverse stakeholder groups in developing and administering continued MAT services upon the individual's release. The Provider shall ensure continued treatment and recovery supports post-incarceration in a community setting and develop a transition/release plan with community-based providers to support care coordination. The Provider shall actively collaborate with Network Service Providers operating under subcontract with the Department's Managing Entities to ensure individuals are connected to the appropriate level of outpatient treatment, recovery support services, care coordination, and other services across the behavioral health continuum of care.

C.1.2.5.3. The Provider shall maintain referral and linkage protocols to support continuity of care for individuals electing to continue MAT services after discharge from the Mobile MAT Program, including documentation of referral outcomes and follow-up activities.

C.1.2.5.4. The Provider shall maintain and document collaborative partnerships with local law enforcement agencies, county jails, behavioral health providers, hospitals, emergency medical service providers, recovery community organizations, and other community-based organizations utilized in support of service delivery under this Contract.

C.1.2.5.5. For services provided in local jails, the Provider shall maintain written agreements with participating correctional facilities that describe the roles and responsibilities of each party and support continuity of care for individuals returning to the community.

C.1.2.6. Telehealth Services

C.1.2.6.1. The Provider shall provide telehealth services through audio and high-resolution video equipment which allows the staff providing the service to clearly understand and view the individual receiving services.

C.1.2.6.2. The Provider shall maintain policies and procedures outlining how services will be provided through telehealth in accordance with 65D-30.003(1), F.A.C.

C.1.2.6.3. The Provider shall provide the telehealth service to the same extent the service would be delivered if provided through an in-person service delivery.

C.1.2.6.4. The Provider shall be responsible for the quality of the equipment and technology employed. The Provider must be able meet or exceed the prevailing standard of care. Service providers must be capable of two-way, real-time electronic communication, and the security of the technology must be in accordance with applicable federal confidentiality regulations 45 CFR §164.312.

C.1.2.7. Promotional Outreach

The Provider shall conduct outreach activities designed to maximize awareness of and engagement in Mobile MAT services among eligible individuals, referral partners, local communities, criminal justice partners, behavioral health providers, and other organizations serving the Target Population.

Outreach activities shall be designed to increase access to services and support identification and referral of individuals with Opioid Use Disorder.

C.1.2.7.1. The Provider shall maintain documentation of outreach activities conducted under this Contract and shall make such documentation available to the Department upon request.

C.2. ADMINISTRATIVE TASKS [This will be modified based on the Provider's application and type of award]

C.2.1. Staffing

# of FTE	Position Title
TBD	**TBD**

C.2.2. Professional Qualifications

C.2.2.1. The Provider shall ensure compliance with applicable rules, statutes, requirements, and standards with regard to professional qualifications for themselves and all Subcontractor employees, in accordance with 65D-30.003, F.A.C. Licensing and Regulatory Standards, 65D-30.004 F.A.C. Common Licensing Standards, and §397.4073, F.S. and §397.410 F.S., as applicable.

C.2.2.2. In accordance with 42 CFR 8.12(d), Provider staff engaged in the treatment of opioid addiction must have sufficient education, training, and experience, or any combination thereof, to enable that person to perform the assigned functions. All physicians, nurses, and other licensed professional care Providers, including addiction counselors, must comply with the credentialing requirements of their respective professions.

C.2.2.3. Providers and any subcontractors must comply with all applicable state and federal laws, rules, and regulations. Some federal regulations that affect the subject areas of this RFA include medication guidelines for substance use disorders, expanding treatment access and medication-assisted telemedicine. Please refer to:

C.2.2.3.1. https://www.samhsa.gov/medications-substance-use-disorders/statutes-regulations-guidelines

C.2.2.3.2. https://www.samhsa.gov/medications-substance-use-disorders/become-accredited-opioid-treatment-program

C.2.3. Staffing Changes

The Provider shall maintain adequate staffing to carry out the services under this Contract. The Department reserves the right to provide any concerns regarding the Provider's staffing at any time and to be consulted in writing for the approval of any positions listed in **C.2.1**.

C.2.3.1. The Provider shall maintain staffing levels and qualifications substantially consistent with the staffing plan submitted in its Application. Any material reduction in staffing levels, key personnel, or level of effort funded under this Contract shall require prior written notification to the Department.

C.2.3.2. The Provider shall implement workforce recruitment and retention strategies sufficient to maintain clinical capacity and continuity of care throughout the contract period.

C.2.4. Reports (programmatic and to support payment) [This may be modified based on the Provider's application and type of award]

In addition to the invoice required by **Exhibit F**, the Provider shall submit the following reports as specified in **C.2.6.**, **Table 1**.

C.2.4.1. Quarterly Program Status Report

A quarterly summary of the activities conducted during the previous three months of service delivery as detailed in **Exhibit C** and the performance measures in **Exhibit E** in a format to be provided by the Department. The Provider shall report data on individuals in the community and jails. The data shall include the following:

C.2.4.1.1. Number of unique individuals screened.

C.2.4.1.2. Number of unique individuals enrolled.

C.2.4.1.3. Number of unique individuals engaged in peer services.

C.2.4.1.4. Number of individuals who were screened but do not meet diagnostic criteria for OUD in the DSM-5 TR and are not eligible for MAT.

C.2.4.1.5. Number of individuals inducted into MAT services.

C.2.4.1.6. Number of targeted areas (counties, communities, towns, neighborhoods, Zip codes, etc.) served.

C.2.4.1.7. Number of individuals who initiated MAT within 14 days of the first visit.

C.2.4.1.8. Number of individuals who remain engaged in MAT at 30 days.

C.2.4.1.9. Number of individuals who remain engaged in MAT at 180 days.

C.2.4.1.10. Number of individuals who remain engaged in MAT at one year.

C.2.4.1.11. The average maintenance dose of buprenorphine.

C.2.4.1.12. Cost per individual.

C.2.4.1.13. Number of naloxone kits distributed from the Mobile MAT.

C.2.4.1.14. Number of targeted jails served.

C.2.4.1.15. Number of individuals who remain on MAT at the time of release to the community.

C.2.4.1.16. Number of individuals who discontinue MAT but continue treatment services after release to the community.

C.2.4.1.17. Number of individuals referred to Network Service Providers or other community-based MAT providers.

C.2.4.1.18. Number of individuals with confirmed linkage to ongoing MAT or recovery support services following release from incarceration or discharge from the Mobile MAT Program.

C.2.4.2. Quarterly Personnel Report

A quarterly report that shall include documentation to support and verify the Provider and/or Subcontractor staff positions, Provider and/or Subcontractor staff salaries, and hours worked. This documentation shall include but is not limited to:

C.2.4.2.1. Supervisor signed timesheets which shall include but not be limited to hours worked, rate of pay, fringe benefits, name of employee, and employee title/position.

C.2.4.2.2. Accounting ledgers showing entry items with accounting codes.

C.2.4.2.3. Travel support documentation, receipts, and proof of payment, if applicable.

C.2.4.3. Quarterly Expenditures Report

A quarterly report documenting the expenditure of funds provided by this Contract, using a customized template to be provided by the Department.

C.2.4.4. Annual Program Status Report

The Annual Program Status Report is a detailed report of the services and activities performed for the entire fiscal year and the status in meeting the performance measures, goals, objectives, and tasks.

C.2.4.4.1. The Annual Status Report shall include a summary of Sustainability Plan activities completed during the reporting period, updates made to the Sustainability Plan, and progress toward long-term funding, workforce sustainability, community partnerships, and operational sustainability.

C.2.4.5. Final Expenditure Report

The Final Expenditure Report must be signed by an authorized representative certifying the report represents a complete and accurate account of all expenses supported by the award.

C.2.4.6. Incident Reporting

C.2.4.6.1. The Provider shall be responsible, upon discovery of an incident involving an individual whose services are paid for in whole or in part by the Provider/this Contract, for the management and oversight of incident reporting in accordance with 4.15. and 9.1. of this Contract.

C.2.4.6.2. The Provider shall cooperate with the Department when investigations are conducted regarding a regulatory complaint relevant to a licensed Provider working with the MAT Program operated by the Provider.

C.2.5. Data Reporting

C.2.5.1. The Provider shall ensure the electronic submission of all data to the Opioid Data Management System (ODMS).

C.2.5.2. The Provider shall provide any additional data requested by the Department.

C.2.6. Reporting Schedule

Table 1 - Reporting Schedule		
Report Name	**Report Frequency**	**Report Due Date**
Quarterly Program Status Report	Quarterly	No later than the 15th day of the month following the end of each quarter of service delivery
Quarterly Personnel Report		
Quarterly Expenditures Report		
Annual Program Status Report	Annually	30 days after the end of each Program Year
Final Expenditure Report		

C.2.7. Quality Assurance and Program Evaluation

C.2.7.1. lkThe Provider shall maintain a quality assurance and program evaluation process to monitor implementation of services, achievement of performance outcomes, compliance with applicable requirements, and continuous quality improvement.

C.2.7.2. The quality assurance process shall include periodic review of:

C.2.7.2.1. Screening and assessment practices;

C.2.7.2.2. Timeliness of MAT initiation;

C.2.7.2.3. Treatment engagement and retention;

C.2.7.2.4. Recovery support services;

C.2.7.2.5. Community referral and linkage outcomes;

C.2.7.2.6. Data quality and reporting accuracy; and

C.2.7.2.7. Achievement of contractual performance measures.

C.2.7.2.8. Implementation and maintenance of the Sustainability Plan required by **B.7.5.**

C.2.7.3. The Provider shall use findings from quality assurance activities to implement corrective actions and improve service delivery.

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EXHIBIT D – DELIVERABLES

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

IMPLEMENTATION SERVICES

D.1. SERVICE UNITS

A service unit is one quarter, three calendar months, of bundled Program services specified in **Exhibit C** as specified in **D.2.**

D.2. SERVICE TARGETS AND DELIVERABLES

To obtain approval of deliverables and services for payment. The Provider must show progress towards the goal of program implementation as documented below:

D.2.1. Quarter 1 Service Target – The Provider must complete activities making progress towards a minimum of 25% of the activities listed in **C.1.1.**, of the Contract. The Provider shall submit a report detailing the activities completed in **C.1.1.** that make up 25% of the overall program implementation.

D.2.2. Quarter 2 Service Target – The Provider must complete activities making progress towards a minimum of 50% of the activities listed in **C.1.1.**, of the Contract. The Provider shall submit a report detailing the activities completed in **C.1.1.** that make up 50% of the overall program implementation.

D.2.3. Quarter 3 Service Target – The Provider must complete activities making progress towards a minimum of 75% of the activities listed in **C.1.1**., of the Contract. The Provider shall submit a report detailing the activities completed in **C.1.1.** that make up 75% of the overall program implementation.

D.2.4. Quarter 4 Service Target – The Provider must complete all activities listed in **C.1.1.**, of the Contract and show the program is ready for full operation and would be able to begin providing services to individuals following the end date of the Contract. The Provider shall submit a report detailing the activities completed in **C.1.1.** that make up 100% of the overall program implementation and attest that the program is fully operational and ready for service implementation.

D.3. PERFORMANCE FOR ACCEPTANCE OF DELIVERABLES

D.3.1. The Provider shall demonstrate satisfactory progress towards the annual service targets in **D.2.** through submission of the Quarterly Services Reports in **C.2.4.1**.and **C.2.4.2.** In the event the Provider fails to achieve this minimum performance measure for acceptance of deliverables, the Department shall apply the provisions of **F.2.**

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EXPANSION SERVICES

D.1. SERVICE UNITS

A service unit is one quarter, three calendar months, of bundled Program services specified in **Exhibit C** and provided to the minimum number of individuals specified in **D.2., Table 2.**

D.2. SERVICE TARGETS AND DELIVERABLES

To obtain approval of deliverables and services for payment. The Provider must achieve the Minimum Annual Acceptable Performance Targets as specified in **Table 2**.

TABLE 2 – SERVICE TARGETS					
Target Description		**Program Year Date**	**Program Year Date**	**Program Year Date**	**Total Contract Target**
# of Individuals Provided MAT Services	**Target #**	**TBD**	**TBD**	**TBD**	**TBD**
	Minimum Acceptable #	TBD	TBD	TBD	TBD

D.3. PERFORMANCE FOR ACCEPTANCE OF DELIVERABLES

D.3.1. The Provider shall demonstrate satisfactory progress towards the annual service targets in **D.2.** through submission of the Quarterly Services Reports in **C.2.4.1**.and **C.2.4.2.** In the event the Provider fails to achieve this minimum performance measure for acceptance of deliverables, the Department shall apply the provisions of **F.2.**

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EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E.1. **MINIMUM PERFORMANCE MEASURES** [This may be modified based on the Provider's application and type of award]

E.1.1. A minimum of 100% of Minimum Acceptable Performance targets specified in **D.2.**, **Table 2** will be met.

E.1.2. A minimum of 95% of reported costs, service utilization, and demographic data will be accurate.

E.1.3. A minimum of 100% of inaccurate reported costs, service utilization, and demographic data will be corrected on or before the next quarterly report submission.

E.1.4. A minimum of 100% of all reports specified in **C.** will be submitted on time.

E.2. **PERFORMANCE EVALUATION METHODOLOGY**

The Department will monitor the Provider's performance in achieving the standards in **E.1.**, according to the following methodology.

E.2.1. For the measure in **E.1.1.**,

Total # of Minimum Acceptable Performance Targets served	**=**	**100%**
Total # served		

E.2.2. For the measure in **E.1.2.**,

Total # of accurate reported costs, service utilization, and demographic data reported.	**≥**	**95%**
Total # reported		

E.2.3. For the measure in **E.1.3.**,

Total # of inaccurate reported costs, service utilization, and demographic data reported.	**=**	**100%**
Total # of inaccurate reports		

E.2.4. For the measure in **E.1.4.**,

Total # of reports submitted on time	**=**	**100%**
Total # of reports required		

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EXHIBIT F – METHOD OF PAYMENT

F.1. MINIMUM FINANCIAL SPECIFICATIONS [This will be modified based on the Provider's application and type of award]

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**.

Table 3 – Schedule of Payments		
Quarter of Services	**Invoice Due Date**	**Fixed Payment Amount**
TBD	15th day of the month following the quarter of program services	TBD
TBD		TBD
TBD		TBD
TBD		TBD
Contract Total		**TBD**

F.2. REQUIREMENTS

F.2.1. The Provider shall request payment through submission of a properly completed and signed quarterly 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.2.4.1** and the Quarterly Expenditures Report specified in **C.2.4.3.** as supporting documentation for each invoice.

F.2.2. The Provider shall submit a Final Payment Request Invoice and the Final Expenditure Report for payment no later than 30 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.

F.2.3. 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.2.3.1. In the event the Final Invoice amount requested exceeds the Final Expenditure Report amount, the Department shall reduce the approved payment to reconcile the Final Expenditure Report amount.

F.2.3.2. 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 minimum performance measures for the acceptance of deliverables specified in **D.2. Table 2** and **Exhibit E** the Department will reduce the payment due for that invoice period by one percent, up to a maximum reduction of five percent of the invoice amount.

F.4. ADVANCE PAYMENTS – Only for Expansion Services

F.4.1. At Contract Execution, the Provider may request an advance of TBD, based on anticipated cash needs to initiate services. A written request must be submitted to the Department's Contract Manager with appropriate justification of needs.

F.4.2. Each Fiscal Year after execution, the Provider may request an advance based upon anticipated fiscal year funding and service needs negotiated with the Department. A written request must be submitted to the Department's Contract Manager with appropriate justification of needs.

F.4.3. The requests for advance shall not require the submission of supporting documentation at the time of the request for the advance, but supporting documentation specified in **C.2.4.**, above shall be required for all subsequent invoices.

F.4.4. In accordance with §216.181(16)(b), F.S., advanced funds shall be temporarily invested by the Provider in an interest-bearing account, insured for up to the maximum allowed. Interest earned on advanced funds shall be paid to the Department quarterly in the form of a check to accompany the submission of the Provider's Invoice.

F.4.5. The Provider must submit backup documentation from the financial entity where advance funds are invested, evidencing the Annual Percentage Rate and actual interest income for each month.

F.4.6. Any funds advanced to the Provider shall be recouped against invoices submitted during Fiscal Year 2025 -2026 in accordance with the Re-payment Schedule in **Table 4**. Any funds not accounted for and recouped shall be returned to the Department at the end of each state fiscal year with the submission of the final invoice for the fiscal year.

Table 4 – Cash Advance Re-payment Schedule

Quarter of Service	Invoice Due Date	Estimated Monthly Invoice	Advance Recoupment	Net Payment Amount	Balance
				Advance Amount	**TBD**
TBD	TBD	TBD	TBD	TBD	TBD

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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 Contract 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 Contract.						
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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ATTACHMENT 2
CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

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

Signature:_____ Date:_____

Application or Contract ID Number:_____

Name of Authorized Individual Application or Contractor:_____

Address of Organization:_____

_____

Attachment 3
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS/SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 - 20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds $25,000 in federal money must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “debarred”, “suspended”, “ineligible”, “person”, “principal”, and “voluntarily excluded”, as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department’s contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed $25,000 in federal money, to submit a signed copy of this certification.
7. The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager’s contract file. Subcontractor’s certification must be kept at the provider’s business location.

CERTIFICATION

(1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.

(2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

_____ _____

Signature Date

_____ _____

Name (type or print) Title