

EXHIBIT A – SPECIAL PROVISIONS

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

A-1 ENGAGEMENT, TERM AND CONTRACT DOCUMENT

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

A-1.1 Crisis Counseling Program (CCP)

The CCP is a short-term disaster relief grant for states, U.S. territories, and federally recognized tribes. CCP grants are awarded after a presidential disaster declaration. CCP funding supports community-based outreach, counseling, and other mental health services to survivors of natural and human-caused disasters. The Federal Emergency Management Agency (FEMA) funds and implements the CCP as a supplemental assistance program to support mental health assistance and training activities in presidentially declared major disaster areas. Through an interagency agreement, the Emergency Mental Health and Traumatic Stress Services Branch of the SAMSHA Center for Mental Health Services (CMHS) works with FEMA to provide technical assistance, consultation, and training for state and local mental health personnel. CMHS also is responsible for CPP grant administration and program oversight.

Additional information regarding the CCP is available at <https://www.samhsa.gov/dtac/ccp>.

A-1.2 Paid Media

Any external advertising that requires payment by the marketer to the owner of ad space in exchange for ad placement in that space, including media paid per each qualifying click on an ad, branded content, and display ads.

A-2 STATEMENT OF WORK

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

A-3 PAYMENT, INVOICE AND RELATED TERMS

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

A-4 GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

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 PENALTIES, TERMINATION AND DISPUTE RESOLUTION

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.

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 Grant. Authorities include but are not limited to the following:

A-1 FEDERAL AUTHORITY

A-1.1 Block Grants Regarding Mental Health and Substance Abuse

42 U.S. C. ss. 300x, et seq.
42 U.S.C. ss. 300x-21 et seq.
42 C.F.R. pt. 54
45 C.F.R. pt. 96

A-1.2 Restrictions on expenditure of grant

45 C.F.R. s. 96.135

A-1.3 Confidentiality of Alcohol and Drug Abuse Patient Records

42 C.F.R., pt. 2

A-1.4 Security and Privacy (related to the Health Insurance Portability and Accountability Act (HIPAA))

45 C.F.R. pt. 164

A-1.5 Social Security Income for the Aged, Blind and Disabled

20 C.F.R. pt. 416

A-1.6 Indorsement and Payment of Checks Drawn on the United States Treasury

31 C.F.R. pt. 240

A-1.7 Temporary Assistance to Needy Families (TANF)

42 U.S.C. ss. 601, et seq.
45 C.F.R., pt. 260

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

42 U.S. C. s. 290cc-21 et seq.
42 C.F.R., pt. 54

A-1.9 Americans with Disabilities Act of 1990

42 U.S. C. ss. 12101 et seq.

A-1.10 Trafficking Victims Protection Act of 2000

22 U.S.C. 7104
2 CFR Part 175

A-2 FLORIDA STATUTES

A-2.1 Child Welfare and Community Based Care

Ch. 39, F.S. Proceedings Relating to Children
Ch. 119, F.S. Public Records
Ch. 402, F.S. Health and Human Services: Miscellaneous Provisions
Ch. 435, F.S. Employment Screening
Ch. 490, F.S. Psychological Services

- Ch. 491, F.S. Clinical, Counseling and Psychotherapy Services
- Ch. 1002, F.S. Student and Parental Rights and Educational Choices

A-2.2 Substance Abuse and Mental Health Services

- Ch. 381, F.S. Public Health: General Provisions
- Ch. 386, F.S. Conditions Affecting Public Health
- Ch. 394, F.S. Mental Health
- Ch. 395, F.S. Hospital Licensing and Regulation
- Ch. 397, F.S. Substance Abuse Services
- Ch. 400, F.S. Nursing Home and Related Health Care Facilities
- Ch. 414, F.S. Family Self-Sufficiency
- Ch. 435, F.S. Employment Screening
- Ch. 458, F.S. Medical Practice
- Ch. 459, F.S. Osteopathic Medicine
- Ch. 464, F.S. Nursing
- Ch. 465, F.S. Pharmacy
- Ch. 490, F.S. Psychological Services
- Ch. 491, F.S. Clinical, Counseling, and Psychotherapy Services
- Ch. 499, F.S. Florida Drug and Cosmetic Act
- Ch. 553, F.S. Building Construction Standards
- Ch. 893, F.S. Drug Abuse Prevention and Control
- S. 409.906(8), F.S. Optional Medicaid Services – Community Mental Health Services

A-2.3 Developmental Disabilities

- Ch. 393, F.S. Developmental Disabilities

A-2.4 Adult Protective Services

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

A-2.5 Forensics

- Ch. 916, F.S. Mentally Deficient and Mentally Ill Defendants
- Ch. 985, F.S. Juvenile Justice; Interstate Compact on Juveniles
- S. 985.19, F.S. Incompetency in Juvenile Delinquency Cases
- S. 985.24, F.S. Interstate Compact on Juveniles; Use of detention; prohibitions

A-2.6 State Administrative Procedures and Services

- Ch. 120, F.S. Administrative Procedures Act
- Ch. 287, F.S. Procurement of Personal Property and Services
- Ch. 815, F.S. Computer-Related Crimes
- Ch. 817, F.S. Fraudulent Practices
- S. 112.061, F.S. Per diem and travel expenses of public officers, employees, and authorized persons
- S. 112.3185, F.S. Additional standards for state agency employees

- S. 215.422, F.S. Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
- S. 216.181(16)(b), F.S. Advanced funds for program startup or contracted services

A-3 FLORIDA ADMINISTRATIVE CODE (RULES)

A-3.1 Child Welfare and Community Based Care

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

A-3.2 Substance Abuse and Mental Health Services

- Ch. 65D-30, F.A.C. Substance Abuse Services Office
- Ch. 65E-4, F.A.C. Community Mental Health Regulation
- Ch. 65E-5, F.A.C. Mental Health Act Regulation
- Ch. 65E-10, F.A.C. Psychotic and Emotionally Disturbed Children - Purchase of Residential Services Rules
- Ch. 65E-11, F.A.C. Behavioral Health Services
- Ch. 65E-12, F.A.C. Public Mental Health Crisis Stabilization Units and Short-Term Residential Treatment Programs
- Ch. 65E-14, F.A.C. Community Substance Abuse and Mental Health Services - Financial Rules
- Ch. 65E-20, F.A.C. Forensic Client Services Act Regulation
- Ch. 65E-26, F.A.C. Substance Abuse and Mental Health Priority Populations and Services

A-3.3 Financial Penalties

- Ch. 65-29, F.A.C. Penalties on Service Contractors

A-4 MISCELLANEOUS

A-4.1 Department of Children and Families Operating Procedures

- CFOP 155-10 / 175-40 Services for Children with Mental Health and Any Co-Occurring Substance Abuse or Developmental Disability Treatment Needs in Out-of-Home Care Placements
- CFOP 155-11 Title XXI Behavioral Health Network
- CFOP 155-47 Processing Referrals from The Department of Corrections
- CFOP 215-6 Incident Reporting and Analysis System (IRAS)

A-4.2 Standards applicable to Cost Principles, Audits, Financial Assistance and Administrative Requirements

- S. 215.97, F.S. Florida Single Audit Act
- S. 215.971, F.S. Agreements funded with federal or state assistance
- Comptroller's Memorandum No. 03 (1999-2000)
Florida Single Audit Act Implementation
- CFO's Memorandum No. 03 (2014 - 2015)
Compliance Requirements for Agreements

2 CFR, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, available at <https://federalregister.gov/a/2013-30465>

2 CFR, Part 300.1 Adoption of 2 CFR Part 200

45 C.F.R., pt. 75 Uniform Administration Requirements, Cost Principles, and Audit Requirements for HHS Awards

A-4.3 Data Collection and Reporting Requirements

S. 394.74(3)(e), F.S. Data Submission

S. 394.9082, F.S. Behavioral health managing entities

S. 397.321(3)(c), F.S. Data collection & dissemination system

S. 394.77, F.S. Uniform management information, accounting, and reporting systems for Contractors

DCF PAM 155-2 Mental Health and Substance Abuse Measurement and Data

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EXHIBIT B - SCOPE OF WORK

B-1 SCOPE OF SERVICE

This is a nine-month Contract to develop and implement a statewide messaging campaign to increase awareness of Florida's 2-1-1 network to assist individuals experiencing increased stress and anxiety due to the COVID-19 pandemic.

B-2 MAJOR GOAL

The major goal of this Contract is to assist the Department with implementing a statewide FEMA Crisis Counseling Program (CCP) under Presidential Major Disaster Declaration FEMA-4486-DR, in response to the ongoing COVID-19 pandemic. The messaging campaign is a component of the Department's Regular Services Program authorized under Award #TBD, herein incorporated by reference. The messaging campaign will include:

B-2.1 General messaging across multiple media and platforms on issues related to stress and anxiety, natural resiliency, enhancing coping skills, and fostering community connection; and

B-2.2 Promotional or awareness messaging encouraging access to the counseling and resource linkage services available through multiple Florida 2-1-1 Network Service Providers (NSPs). This will include development of coordinated messaging materials suitable for customization by each 2-1-1 NSP.

B-3 SERVICE AREA, LOCATIONS, AND TIMES

B-3.1 Service Area

The Provider shall deliver a statewide messaging campaign, available to residents in all Florida counties.

B-3.2 Service Delivery Location

B-3.2.1 The Provider's administrative offices listed in **Section 1.2.2** shall provide all messaging campaign management and development activities.

B-3.2.2 The Provider shall deliver paid media placement services throughout the state of Florida.

B-3.3 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-3.4 Changes in Location

The Provider shall notify the Department in writing a minimum of one week prior to making changes in its administrative office location or any changes that will affect the Department's ability to contact the Provider by telephone, facsimile, or email.

B-4 CLIENTS TO BE SERVED

This is not a client services contract.

B-5 CLIENT ELIGIBILITY

This is not a client services contract.

B-6 CLIENT DETERMINATION

This is not a client services contract.

B-7 EQUIPMENT

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

EXHIBIT C - TASK LIST

The Provider shall perform all functions necessary for the proper delivery of services specified in the Provider's proposal, including:

C-1 SERVICE TASKS

The Provider shall develop and implement a statewide messaging campaign plan and paid media schedule as follows. The Campaign shall target Floridian's experiencing stress and anxiety due to the COVID-19 pandemic who may benefit from the CCP services provided by 2-1-1 NSPs identified by the Department. The Campaign shall deliver messaging across multiple media and platforms on issues related to disaster-related stress and anxiety.

C-1.1 Campaign Management

C-1.1.1 The Provider shall submit an initial campaign plan no later than 14 calendars days after execution of this Contract. The campaign plan shall include:

C-1.1.1.1 An ongoing creative content development approach and schedule targeting 8 months of messaging placement, including:

C-1.1.1.1.1 Phase One: one month of general wellness promotion, focusing on natural resiliency, enhancing coping skills, fostering community connections, and strengthening natural supports;

C-1.1.1.1.2 Phase Two: six months of continued general wellness promotion, combined with promoting access to 2-1-1 NSP services for counseling and educational needs, recovery planning, and access to local resources to address individual needs; and

C-1.1.1.1.3 Phase Three: one month of continued general wellness promotion and 2-1-1 access promotion, with an emphasis on continued availability of local resources following the conclusion of the CCP program.

C-1.1.1.2 Clear and consistent campaign branding with messaging materials designed to include joint sponsorship by the Department, SAMHSA and FEMA; combined with opportunities for local customization of location, contact, website or other pertinent information aligned to each 2-1-1 NSP.

C-1.1.1.3 Culturally and linguistically relevant messaging materials adapted to the communication needs of local residents in various communities across the state, including translations into Spanish, Creole and other languages depending on demographically significant population subsets identified by the Department.

C-1.1.1.4 Mechanisms for routine monitoring, evaluating and reporting on the reach and effectiveness of messaging in each 2-1-1 NSPs service area and on a statewide basis, and mechanisms to implement revisions to the campaign plan, as needed, to address identified gaps in the reach and effectiveness of the campaign.

C-1.1.1.5 Optimized utilization of the available Paid Media Placement funding as described in **Section C-1.1.2** and mechanisms to identify and leverage value-added components negotiated with media outlets for public service announcements and other un-paid messaging placements.

C-1.1.2 The Provider shall submit an initial paid media placement schedule no later than 14 calendars days after Department approval of the messaging campaign plan. The paid media placement schedule may not include placement with any outlet prohibited from subcontracting pursuant to **Sections 7.15, or 8.1.6**. The paid media placement schedule shall include advertising across multiple platforms, including but not limited to:

C-1.1.2.1 Traditional mass print and on-line news media, local radio, and local broadcast television,

C-1.1.2.2 Social media outlets such as Facebook, Instagram, and Twitter, internet search engines, and podcasts, and

C-1.1.2.3 Billboards, place-based posters, or displays in high-traffic locations such as public transportation sites, community service agencies, public health care centers, and other public buildings and areas.

C-1.1.3 The Provider shall conduct bi-weekly campaign collaboration meetings with the Department and the 2-1-1 NSPs to summarize campaign progress, identify and address the impact of emerging conditions on messaging content, propose modifications to the approved messaging plan or paid media placement schedule, and facilitate local customization of campaign materials by the 2-1-1 NSPs.

C-1.1.4 The Provider shall conduct ongoing market research and testing to analyze the messaging campaign to identify any gaps in media placements and identify opportunities for improvements to materials and recommendations to address the identified needs.

C-1.2 Paid Media Placement

C-1.2.1 The Provider shall purchase media placement in digital and traditional media including, but not limited to, social media platforms such as Facebook, Instagram, and Twitter, broadcast air time, billboards, print-based marketing, place-based posters, and displays in public buildings and areas, according to the approved media schedule.

C-1.2.2 The Provider shall submit monthly placement reports identifying for each paid media placement, including:

C-1.2.2.1 The media vendor and market identification;

C-1.2.2.2 The campaign materials placed;

C-1.2.2.3 The start date, end date, unit rate and total costs; and

C-1.2.2.4 Estimates of market share persons reached, using industry standard metrics appropriate to the type of placement.

C-2 ADMINISTRATIVE TASKS

C-2.1 Staffing

The Provider shall assign and maintain staff sufficient to carry out the requirements of this Contract.

C-2.2 Professional Qualifications

The Provider shall ensure all their staff and any assigned by subcontractors maintain all applicable minimum licensing, accreditation, training as required by state and federal laws or regulations for their assigned duties and responsibilities.

C-2.3 Records and Documentation

C-2.3.1 Unless otherwise specified herein, all invoices, correspondence, reports, records, and documentation may be maintained and provided to the Department electronically.

C-2.3.2 The Provider shall maintain, and shall ensure that all subcontractors maintain, records and documentation including, but not limited to, the following:

C-2.3.2.1 Draft reports, final reports, meeting notes, and telephone logs;

C-2.3.2.2 Executed subcontracts and any amendments, invoices, supporting documentation, expenditure reports, and deliverables;

C-2.3.2.3 Documentation of time worked for each staff paid in whole or in part with Contract funds;

C-2.3.2.4 Travel logs and requests for reimbursement for staff travel; and

C-2.3.2.5 Employment screening results for each staff member who meets the requirements to be screened for employment.

C-2.4 Reports

C-2.4.1 Monthly Activity Report

No later than the 15th of each month following services, the Provider shall submit a monthly activity report on campaign progress, planned campaign activities, and performance.

C-2.4.2 Additional Reporting Requirements

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

C-2.4.3 The mere receipt of any report shall not be construed to mean acceptance of the report.

C-2.4.4 The Department reserves the right to reject reports as being incomplete, inadequate, or unacceptable. The Department will notify the Provider, in writing, within five working days of the approval or disapproval of the required reports.

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EXHIBIT D – DELIVERABLES

D-1 SERVICE UNITS AND TARGETS

This Contract contains the following service units.

D-1.1 The Provider shall deliver 9 months of any combination of the services tasks specified in **Section C-1.1**, paid on a monthly fixed fee basis.

D-1.2 The Provider shall deliver Paid Media placement buys, as described in **Section C-1.2**, paid on a cost reimbursement basis for each buy, collectively not to exceed the annual amounts identified in **Section F-1**.

D-2 MINIMUM PERFORMANCE MEASURES FOR ACCEPTANCE OF DELIVERABLES

The Provider shall demonstrate satisfactory delivery of the tasks specified in **Section D-1** through submission of the Monthly Activity Report. In the event the Provider fails to achieve the minimum performance measures specified in **Exhibit E**, the Department shall apply the provisions of **Section F-3**.

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EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1 MINIMUM PERFORMANCE MEASURES

The Provider shall maintain the following minimum qualitative performance during the term of this Contract

To be determined/negotiated with the Provider.

E-2 PERFORMANCE EVALUATION METHODOLOGY

E-2.1 The Department will monitor the Provider's performance in achieving the standard in **Section E-1**, according to the following methodology.

To be determined/negotiated with the Provider.

E-2.1.1

E-2.2 In the event the Provider fails to achieve the minimum performance measure, the Department shall apply the provisions of **Section F-3**.

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EXHIBIT F - METHOD OF PAYMENT

F-1. PAYMENT METHODOLOGY

This is a combination fixed fee and cost reimbursement contract, subject to the availability of funds, as specified in **Table 3**, for the following services provided in accordance with the terms of this Contract:

Table 3 - Service Unit and Payment Schedule					
Fiscal Year	Service Unit	# of Units	Unit Rate	Total	Fiscal Year Total
2020-21	Any combination of tasks in Section C-1.1		\$	\$	\$
	Paid Media Placement as specified in Section C-1.2 , cost reimbursement not to exceed			\$	
Total					

F-2. INVOICE REQUIREMENTS

F-2.1. The Provider shall request payment on a monthly basis through submission of a properly completed Invoice and Monthly Activity Report using the template in **Exhibit F1**. The invoice must be signed and dated by the Providers representative.

F-2.2. Supporting documentation for the cost reimbursement for Paid Media Placement shall include copies of original receipts and evidence of Provider payment for each placement purchase.

F-2.3. Invoices and all supporting documentation are due no later than the 15th day of the month following each month of service provision. The final invoice for each state fiscal year and all supporting documentation shall be due no later than the 30th day of the month following the year of service provision.

F-3. FINANCIAL CONSEQUENCES

F-3.1 If the Provider does not meet the performance measure specified in **Section D-4**, the Department will reduce the payment due for that month by \$200.00.

F-3.2 If the Provider does not meet the same measure for three or more consecutive months, the Department shall apply the provisions of **Section 6.1**. Corrective active plans required under **Section 6.1** may result in a reduction to future funding under this Contract, at the Department's sole discretion.

EXHIBIT F1

MONTHLY INVOICE			
Provider Name			Contract No.
Address			Invoice No.
Service Period	From:		Federal ID #
	To:		
Service Unit Description	# of Units	Rate	Amount Requested
<i>Any combination of services in Sections C-1.1</i>		\$	\$
<i>Section C-1.5 - Paid Media Placement</i>	NA		\$
Total Contract Amount			
Total Amount of Previous Payments			
Amount Requested This Invoice			
Contract Balance After This Payment			

CERTIFICATION & APPROVAL	
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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 Signature	Date Submitted
Authorized Name (Print)	Title

DCF CONTRACT MANAGER USE ONLY:	
Date Invoice Received:	
Date Goods/Services Received:	
Date Inspected and Approved:	
Financial Consequences Applied?	Description:
	Reduction Amount:
Yes <input type="checkbox"/> No <input type="checkbox"/>	Approved Payment Amount:
Approved By:	

ATTACHMENT 1

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

A. MONITORING

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500-200.521 and § 215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Department staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's inspector general, the state's Chief Financial Officer or the Auditor General.

B. AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §§ 200.500-200.521.

In the event the recipient expends \$750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends \$750,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$750,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state

agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within 180 days after the end of the Provider's fiscal year or within 30 (federal) or 45 (State) days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

- A. Contract manager for this contract (1 copy)
- B. Department of Children & Families (1 electronic copy and management letter, if issued)
 - Office of the Inspector General
 - Single Audit Unit
 - Building 5, Room 237
 - 1317 Winewood Boulevard
 - Tallahassee, FL 32399-0700
 - Email address: HQW.IG.Single.Audit@myffamilies.com
- C. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

and other Federal agencies and pass-through entities in accordance with 2 CFR § 200.512.

- D. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:
 - Auditor General
 - Local Government Audits/342
 - Claude Pepper Building, Room 401
 - 111 West Madison Street
 - Tallahassee, Florida 32399-1450
 - Email address: flaudgen_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the Department for audits done in accordance with 2 CFR §§ 200.500-200.521, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the Provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the Department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

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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: _____