

**APPENDIX IV  
STANDARD CONTRACT, PART 2**

**EXHIBIT A – SPECIAL PROVISIONS**

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

**A-1 ENGAGEMENT, TERM AND CONTRACT DOCUMENT**

**A-1.1 Contract Document**

In addition to the provisions of **Section 1.4**, the following documents, or the latest version thereof, are hereby incorporated herein and made part of this Contract.

**A-1.1.1 Additional Contract Exhibits**

**A-1.1.1.1. Exhibit A1** – SAMH Programmatic State and Federal Laws, Rules, and Regulations

**A-1.1.1.2. Exhibit F1** – Invoice Template

**A-1.1.2 Documents Incorporated by Reference**

The following documents are hereby incorporated reference and maintained in the Contract Manager's file.

**A-1.1.2.1.** Request for Proposals DCFRFP20211014

**A-1.1.2.2.** Approved Operating Budget

**A-1.2 Program and Service Specific Terms**

**A-1.2.1 Community Based Care (CBC) Lead Agency:** The Department contracts with local lead agencies through competitive procurement for the outsourcing of foster care and related services. The CBC Lead Agency engage community stakeholders in designing their system of care, and to develop and maintain a service delivery network within their service area to increase local community involvement in service delivery and design. There are 17 CBC Lead Agencies throughout the state of Florida.

**A-1.2.2 Evidence-Based Program (EBP)** - is an intervention that has been scientifically tested and shown to be more effective, on average, than an alternative practice or current services.

**A-1.2.3 Fidelity** - Services/program implementation is continuously monitored to ensure fidelity to the practice model, determine outcomes achieved and identify how information learned from the monitoring will be used to refine and improve practices.

**A-1.2.4 Managing Entity (ME):** The Department contracts with ME's through competitive procurement for the daily operational delivery of behavioral health services. The ME's subcontract with provider networks to implement a coordinated system of care. Network service providers are a group of direct service providers, facilities, and organizations that provide a comprehensive array of emergency, acute care, residential, outpatient, recovery support, and consumer support services, including prevention services. There are 7 ME's throughout the state of Florida.

**A-1.2.5 Targeted Service Providers:** Providers that are subcontractors under the ME's, the CBC Lead Agency, and the CBC Lead Agency subcontractors who have shown an interest in implementing the FFT model within its organization.

**A-2 STATEMENT OF WORK**

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

**A-3 PAYMENT, INVOICE AND RELATED TERMS**

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

**A-4 GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE**

**A-4.1** Exhibit A1 contains additional state and federal laws, rules, and regulations applicable to performance under this 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 contract. Authorities include but are not limited to the following:

### A1-1 Federal Authority

#### A1-1.1 Title IV-E, Subpart 2

#### A1-1.2 Security and Privacy

45 C.F.R. Part 164

#### A1-1.3 Equal Opportunity for Individuals with Disabilities (Americans with Disabilities Act of 1990)

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

### A1-2 Florida Statutes

#### A1-2.1 Child Welfare and Community Based Care

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. 394, F.S. Mental Health

#### A1-2.3 State Administrative Procedures and Services

Ch. 119, F.S. Public Records

Ch. 120, F.S. Administrative Procedures Act

Ch. 287, F.S. Procurement of Personal Property and Services

Ch. 435, F.S. Employment Screening

Ch. 815, F.S. Computer-Related Crimes

Ch. 817, F.S. Fraudulent Practices

S. 112.061, F.S. Per diem and travel expenses of public officers, employees, and authorized persons

S. 215.422, F.S. Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance

### A1-3 Florida Administrative Code(F.A.C.)

#### A1-3.1 Financial Penalties

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

### A1-4 MISCELLANEOUS

#### A1-4.1 Standards applicable to Cost Principles, Audits, Financial Assistance and Administrative Requirements

Ch. 69I-42, F.A.C. Travel Expenses

CFO's Memorandum No. 01 (2020-2021) Contract and Grant Reviews and Related Payment Processing Requirements

CFO's Memorandum No. 02 (2020-2021) Reference Guide for State Expenditures

## EXHIBIT B - SCOPE OF WORK

### **B-1 SCOPE OF SERVICE**

The Provider shall deliver the EBP Functional Family Therapy (FFT) training to Targeted Service Providers to implement the FFT model within its organization.

### **B-2 MAJOR CONTRACT GOALS**

The major goals of this contract are to

**B-2.1** Expand implementation of the EBP FFT model throughout the state.

**B-2.2** Ensure Targeted Service Providers are trained to ensure sustainability of providing the EBP FFT model to children and families.

**B-2.3** Enhance Targeted Service Providers skills and knowledge to ensure that the FFT program is maintained and delivered with Fidelity.

### **B-3 SERVICE AREA/LOCATIONS/TIMES**

#### **B-3.1 Service Area**

Services shall be provided throughout the State of Florida to Targeted Service Providers who meet the requirements to implement the FFT Model within its agency as identified by the Department and in collaboration with the Provider.

#### **B-3.2 Service Delivery Location**

**B-3.2.1** The Provider's administrative offices and programmatic locations are located at the address specified in **Section 1.2.3**.

**B-3.2.2** Services may be delivered virtually, at the Provider's location, or at other community locations convenient to the needs of the training participants.

#### **B-3.3 Service Times**

**B-3.3.1** Services shall be provided according to a Department-approved training implementation plan.

**B-3.3.2** Advance written approval by the Department is required for any changes in service times and any additional holidays that the Provider wants to observe.

#### **B-3.4 Changes in Location**

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

### **B-4 CLIENTS TO BE SERVED**

This is not a client service Contract.

### **B-5 EQUIPMENT**

The Provider shall be responsible for supplying all equipment necessary to perform and complete the services described herein including but not limited to computers, telephones, copier(s) and fax machine(s), supplies and maintenance. No equipment, property, or information technology resources shall be purchased with these contract funds.

### **B-6 CONTRACT LIMITS**

The Provider shall not bill the Department for more units than are specified, or for more units than can be purchased with the amount of funds specified in **Exhibit F-1.2**.

## **EXHIBIT C - TASK LIST**

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

### **C-1. SERVICE TASKS**

#### **C-1.1. FFT Overview Webinar**

- C-1.1.1.** Conduct a webinar for Targeted Service Providers, identified by the Department, to provide an overview of the FFT model training process.
- C-1.1.2.** The Provider performs outreach activities to Targeted Service Providers to provide notification of the webinar.
- C-1.1.3.** The Provider creates a registration process for Targeted Service Providers for attendance at the webinar.
- C-1.1.4.** A list of registered Targeted Service Providers shall be created and provided to the Department prior to the webinar. The registration list shall contain at a minimum:
  - C-1.1.4.1.** Targeted Service Provider Name
  - C-1.1.4.2.** Targeted Service Provider Address
  - C-1.1.4.3.** Name of individual registering
  - C-1.1.4.4.** Telephone number of individual registering
  - C-1.1.4.5.** Email address of individual registering
- C-1.1.5.** A copy of the materials utilized for the webinar shall be provided to the Department upon completion of the webinar.
- C-1.1.6.** A webinar attendance roster shall be submitted to the Department upon completion of the webinar. The roster shall contain the name of the Targeted Service Provider and the individuals that attended.

#### **C-1.2. Targeted Service Provider Applications**

- C-1.2.1.** The Provider shall create an application for Targeted Service Providers to ensure they meet the qualifications to implement the FFT model within its organization. A copy of the application shall be submitted to the Department.
- C-1.2.2.** The Provider shall disseminate the application to Targeted Service Providers. The applications shall be maintained by the Provider and be available upon request by the Department.
- C-1.2.3.** The Provider shall prepare an application summary report of Targeted Service Providers to be submitted to the Department. The summary shall contain the name of the Targeted Service Provider that received an application, if application was completed and returned to the Provider, and determination if the Targeted Service Provider meets qualifications for training to implement the FFT Model. If the Targeted Service Provider was determined not to meet the qualifications the reason must be included.
- C-1.2.4.** The Department will review and have final approval of Targeted Service Providers. The number of Targeted Service Providers approved shall depend on the availability of funding. The Department may approve Targeted Service Providers based on need within geographical areas.
- C-1.2.5.** The Department will notify the Provider of approved Targeted Service Providers within 15 calendar days of receipt of the application summary report.

#### **C-1.3. Training Schedule**

The Provider shall submit a training schedule to deliver FFT training to Department approved Targeted Service Providers. The training implementation schedule must include at a minimum the following:

- C-1.3.1. Name of Targeted Service Provider
- C-1.3.2. Date of training
- C-1.3.3. Location of training
- C-1.3.4. Type of training session
- C-1.3.5. Name of trainer

#### **C-1.4. Training**

- C-1.4.1. The Provider shall train Target Service Providers in implementing the EBP FFT with Fidelity to ensure positive outcomes for children and families that they serve.
- C-1.4.2. The training may be provided in person or through virtual means as determined by the Provider.
- C-1.4.3. The Provider shall develop a tracking system of training activities conducted, consultation provided, and supervision with Targeted Service Providers. The tracking system shall have the ability to provide an activity log that shall contain the date, name of Targeted Service Provider, name of individuals who participated in the activity, type of activity, and start/end times.
- C-1.4.4. Copies of training materials shall be provided to the Department.
- C-1.4.5. The Provider shall develop a Trainee Satisfaction Survey to be distributed to training participants that collects information designed to determine if the event met the participants' needs. The survey shall be administered to all participants and the results shall be used as the source of data for the compilation of the Performance Measure Status Report required by **Section C-2.5.4**.
- C-1.4.6. The Provider shall develop a Targeted Service Provider Satisfaction Survey to be distributed to leadership of the Targeted Service Providers that have attended training activities. The survey shall be administered at a mutually agreed upon target date.

#### **C-1.5. Collaborate with Department-Chosen Evaluator**

The Provider shall collaborate with the Department-chosen evaluator and the evaluator's consultants, as applicable. The Provider shall perform the following collaborative activities, including, but are not limited to:

- C-1.5.1. Share data and any follow-up data regarding service provision under this contract.
- C-1.5.2. Work with the Department-chosen evaluator's research team related to data acquisition and data analyses as needed.

### **C-2. ADMINISTRATIVE TASKS**

#### **C-2.1. Staffing**

The Provider is responsible for all staff recruited, hired and trained to perform the tasks required under this Contract as specified in the Provider's proposal. Each staff shall meet the required level of education and training standards for the positions held, as established by the Provider's identification of major credentials, qualifications, and responsibilities of key personnel on the project team. Proof of required professional education and training shall be maintained in the employees' files and made available for Department review upon request.

#### **C-2.2. Professional Qualifications**

- C-2.2.1. The Provider shall ensure that all staff qualifications are in accordance with licensing and certification requirements that comply with applicable rules, statutes, and licensing standards.
- C-2.2.2. The Provider shall ensure that individuals delivering the training to Targeted Service Providers have certification or authorization to teach/train/certify the FFT curriculum.

#### **C-2.3. Staffing Vacancy**

The Provider shall notify the Contract Manager within five business days of the CEO/President or Chief Financial Officer positions becoming vacant.

**C-2.4. Records and Documentation**

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

**C-2.4.1.** To demonstrate completion of the FFT webinar overview in **Section C-1.1**, the Provider shall submit a registration list, attendance roster, copy of the materials presented during the webinar, and results of the satisfaction survey.

**C-2.4.2.** To demonstrate completion of Targeted Service Providers application process in **Section C-1.2**, the Provider shall submit a copy of the application template and an application summary report.

**C-2.4.3.** To demonstrate completion of the training schedule in **Section C-1.3**, the Provider shall submit a copy of the training schedule.

**C-2.4.4.** To demonstrate implementation of training activities in **Section C-1.4**, the Provider shall submit copies of training materials, and an activity log.

**C-2.5. Reports**

All tasks and activities under this Contract shall be documented in the reports in accordance with **Section C-2.5.3, Table 1**. Unless otherwise specified, all reports may be submitted electronically via email to the Contract Manager specified in **Section 1.2.4** for review and approval. Due dates are subject to change by mutual agreement between the Provider and the Department, with written approval by the Department. An email communication shall be sufficient documentation of such an approved change. The Provider shall deliver the following deliverables and reports:

**C-2.5.1. Project Status Report**

A project status report shall be submitted that provides updates on the training implementation plan, training schedule, successes, and barriers to service delivery.

**C-2.5.2. Performance Measure Report**

A report documenting progress toward meeting targets and outcomes for all performance measures listed in Exhibit E. If a performance target is not met, a detailed explanation must be included. This report shall include the numerator, denominator and % of compliance.

**C-2.5.3. Reporting Schedule**

The Provider shall submit reports in accordance with the reporting schedule in **Table 1**.

Table 1 - Reporting Schedule		
Report	Citation	Due Date
Civil Rights Compliance Checklist – CF Form 946	Section 7.13.3	Upon Contract execution and annually thereafter
Employment Screening Affidavit	Section 4.14.2	Upon Contract execution and annually thereafter
Coordination of Contracted Services	Section 4.16	Upon Contract execution and annually thereafter
Insurance Certificate	Section 4.5	Upon Contract execution, insurance renewal or replacement.
Webinar Registration List	Section C-1.1.3	5 calendar days prior to webinar
Webinar Materials	C-1.1.4	5 business days after webinar
Webinar Attendance Roster	C-1.1.5	5 business days after webinar
Targeted Service Provider Application	C-1.2.1	15 calendar after contract execution

Application Summary Report	C-1.2.3	60 calendar days after contract execution
Training Implementation Schedule	C-1.3	75 calendar days after contract execution
Program Status Report	Section C-2.5.1	15 <sup>th</sup> of each month, following the month of service delivery.
Performance Measure Report	Section C-2.5.2	15 <sup>th</sup> of each month, following the month of service delivery.
Services Invoice	Section F-2	15 <sup>th</sup> of each month, following the month of service delivery.

**C-2.6. Additional Reporting Requirements**

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

**C-3. STANDARD CONTRACT REQUIREMENTS**

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



**EXHIBIT D – DELIVERABLES**

**D-1 SERVICE UNITS AND TARGETS**

The Provider shall invoice for the following service units:

**D-1.1** *This section will be completed according to the response to Appendix VII*

**D-2 SERVICE TARGETS**

The Provider shall deliver the service targets stated in Table 2 below.

<b>Table 2 – Service Target</b>	
<b>Service Period</b>	<b>Target #</b>
<i>This table will be completed according to the response to Appendix VII</i>	

**D-3 DELIVERABLES**

The Provider shall demonstrate satisfactory progress towards the service target in **Section D-2.**, through submission of a Project Status Report, as specified in **Section C-2.5.1**

**D-4 PERFORMANCE MEASURES FOR ACCEPTANCE OF DELIVERABLES**

**D-4.1** Satisfactory performance shall be demonstrated by the provision of 85% of service target specified in **Table 2**

**D-4.2** In the event the Provider fails to achieve the performance measure in **Sections D-4.1**, the Department may apply the provisions of **Section F-3**.

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## EXHIBIT E – MINIMUM PERFORMANCE MEASURES

### **E-1. MINIMUM PERFORMANCE MEASURES**

The following minimum qualitative performance measures are established pursuant to **Section 2.4.2** and shall be maintained during the term of this Contract.

**E-1.1.** A minimum of 85% of individuals served shall report overall satisfaction on the Trainee Satisfaction Survey.

**E-1.2.** A minimum of 85% of approved Targeted Service Providers shall receive training.

**E-1.3.** *Provider Proposed Measure*

### **E-2. PERFORMANCE EVALUATION METHODOLOGY**

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

**E-2.1.** For the measure in **Section E-1.1**, the number of individual surveys completed expressing overall satisfaction with the services received DIVIDED BY the total number of individuals who completed a survey.

**E-2.2.** For the measure in **Section E-1.2**, the total number of approved Targeted Service Providers DIVIDED BY the total number of approved Targeted Service Providers which received training.

**E-2.3.** *Provider Proposed Measure*

**EXHIBIT F - METHOD OF PAYMENT**

**F-1 PAYMENT METHODOLOGY**

**F-1.1** This is a fixed fee (unit cost) Contract. The Department will pay the Provider for the delivery of service units provided in accordance with the terms and conditions of this Contract, subject to the availability of funds, as specified in **Table 3**.

<b>Table 3 – Service Unit</b>			
<b>Service Unit Description</b>	<b>Unit Type</b>	<b>Number of Units</b>	<b>Unit Rate</b>
<i>This table will be completed according to the response to Appendix VII</i>			

**F-1.2** The funding amounts listed for each state fiscal year is subject to the availability of funds, as specified in **Table 4**.

<b>Table 4 – Contract Fiscal Year Amounts</b>	
<b>Fiscal Year</b>	<b>Amount</b>
FY 2020-2021	\$416,000.00 Estimated
FY 2021-2022	\$1,664,000.00 Estimated
<b>TOTAL</b>	<b>\$2,080,000.00</b>

**F-2 INVOICE REQUIREMENTS**

**F-2.1** The Provider shall request payment on a monthly basis through submission of a properly completed and signed invoice in **Exhibit F1**. Invoices and all supporting documentation are due no later than the 15<sup>th</sup> calendar day of the month following each month of service provision.

**F-2.2** The Provider shall submit a final invoice for payment in accordance with **Section 3.3.2**. Any payment due under the terms of this Contract may be withheld until the Program Summary Report and Performance Report for the final service deliverable are submitted and have been approved by the Department.

**F-3 FINANCIAL CONSEQUENCES**

**F-3.1** The Department will approve monthly payments following receipt of documentation of compliance with the Performance Measures for Acceptance of Deliverables in **Section D-4**.

**F-3.2** If the Provider does not meet Performance Measures for the Acceptance of Deliverables in **Section D-4**., the Department may apply financial consequences by reducing the payment due for the deliverable. The Provider's payment shall be reduced by **1%** in accordance with **Section D-4** with a cap not to exceed **3%** per invoice period.

**EXHIBIT F1**

MONTHLY INVOICE				
<b>Provider Name</b>			<b>Contract No.</b>	
<b>Address</b>			<b>Invoice No.</b>	
<b>Federal ID #</b>				
<b>Invoice Period</b>	<b>From:</b>		<b>To:</b>	
<b>Service Unit</b>	<b># of Units</b>	<b>Unit Rate</b>	<b>Total Amount Requested</b>	
<b>Total Contract Amount</b>				
<b>Total Amount of Previous Payments</b>				
<b>Amount Requested This Invoice</b>				
<b>Contract Balance After This Payment</b>				
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 all client demographic and service event data have been submitted to the Department in accordance with the terms and conditions of this contract.				
<b>Authorized Name (Print)</b>			<b>Title</b>	
<b>Authorized Signature</b>			<b>Date Submitted</b>	
DCF CONTRACT MANAGER USE ONLY:				
<b>Date Invoice Received:</b>			<b>Date Goods/Services Received</b>	
<b>Date Inspected and Approved:</b>			<b>From:</b>	
<b>Amount Approved for Payment:</b>			<b>To:</b>	
<b>Financial Consequences Applied?</b> Yes _____ No _____		<b>Description:</b>		
<b>Reduction Amount:</b>				
<b>Approved Payment Amount:</b>				
<b>Approved By:</b>				
<b>Payment Funding Codes:</b>				

## **ATTACHMENT 1**

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

### **MONITORING**

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

### **AUDITS**

#### **PART I: FEDERAL REQUIREMENTS**

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

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

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

#### **PART II: STATE REQUIREMENTS**

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

In the event the recipient expends \$500,000 or more (\$750,000 or more for fiscal years beginning on or after July 1, 2016) in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 (less than \$750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

### **PART III: REPORT SUBMISSION**

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

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

<https://harvester.census.gov/facweb/>

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

- D. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

- Auditor General
- Local Government Audits/342
- Claude Pepper Building, Room 401
- 111 West Madison Street
- Tallahassee, Florida 32399-1450
- Email address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

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

### **PART IV: RECORD RETENTION**

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

Attachment 2  
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: \_\_\_\_\_