



## BOARD OF COUNTY COMMISSIONERS

15470 FLIGHT PATH DRIVE • BROOKSVILLE, FLORIDA 34604  
P 352.754.4002 • F 352.754.4477 • W [www.HernandoCounty.us](http://www.HernandoCounty.us)

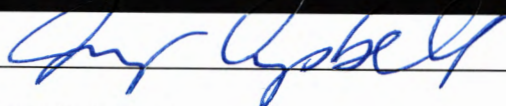
### Grant Application

Florida Department of Children and Families

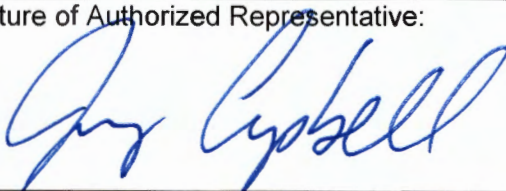
Criminal Justice, Mental Health and Substance Abuse Reinvestment Grant Program

DCF RFA 2526 024

**APPENDIX C - COVER PAGE FOR GRANT APPLICATION**  
**Criminal Justice, Mental Health and Substance Abuse Reinvestment Grant**

| <b>PROPOSAL INFORMATION</b>               |                                                                                                                                                                                                                                                    |                      |              |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------------|
| Type of Grant:                            | <input checked="" type="checkbox"/> Planning Grant <input type="checkbox"/> Implementation or Expansion Grant                                                                                                                                      |                      |              |
| Project Title:                            | Hernando County Planning Grant                                                                                                                                                                                                                     |                      |              |
| County(ies):                              | Hernando                                                                                                                                                                                                                                           |                      |              |
| Preferred Project Start Date:             | 07/01/2026                                                                                                                                                                                                                                         |                      |              |
| <b>APPLICANT INFORMATION</b>              |                                                                                                                                                                                                                                                    |                      |              |
| Type of Applicant:                        | <input checked="" type="checkbox"/> County Government; <input type="checkbox"/> Consortium of Counties; <input type="checkbox"/> Managing Entity; <input type="checkbox"/> NFP Community Provider; <input type="checkbox"/> Law Enforcement Agency |                      |              |
| Applicant Organization Name:              | Hernando County Board of County Commissioners                                                                                                                                                                                                      |                      |              |
| FEID#:                                    | 591155275                                                                                                                                                                                                                                          | UEI#:                | MWKBKNTZ9SW7 |
| Contact Name & Title:                     | Casey Stepp, Grant Writer                                                                                                                                                                                                                          |                      |              |
| Street Address:                           | 15470 Flight Path Dr                                                                                                                                                                                                                               |                      |              |
| City, State and Zip Code:                 | Brooksville, FL 34604                                                                                                                                                                                                                              |                      |              |
| Email:                                    | cstepp@co.hernando.fl.us                                                                                                                                                                                                                           |                      |              |
| Phone:                                    | 352-754-4020 ext 24161                                                                                                                                                                                                                             |                      |              |
| <b>ADDITIONAL CONTACT</b>                 |                                                                                                                                                                                                                                                    |                      |              |
| Participating Organization Name:          | Hernando County Board of County Commissioners                                                                                                                                                                                                      |                      |              |
| Contact Name & Title:                     | Erin Kluis Briggs, Grants Manager                                                                                                                                                                                                                  |                      |              |
| Street Address:                           | 15470 Flight Path Dr                                                                                                                                                                                                                               |                      |              |
| City, State and Zip Code:                 | Brooksville, FL 34604                                                                                                                                                                                                                              |                      |              |
| Email:                                    | ebriggs@co.hernando.fl.us                                                                                                                                                                                                                          |                      |              |
| Phone:                                    | 352-754-4020 X24148                                                                                                                                                                                                                                |                      |              |
| <b>FUNDING REQUEST AND MATCHING FUNDS</b> |                                                                                                                                                                                                                                                    |                      |              |
|                                           | Total Grant Funds Requested                                                                                                                                                                                                                        | Total Matching Funds |              |
| Program Year 1:                           | \$ 22,810                                                                                                                                                                                                                                          | \$ 22,827            |              |
| Program Year 2:                           |                                                                                                                                                                                                                                                    |                      |              |
| Program Year 3:                           |                                                                                                                                                                                                                                                    |                      |              |
| <b>Total Project Cost:</b>                | <b>\$ 22,810</b>                                                                                                                                                                                                                                   | <b>\$ 22,827</b>     |              |
| <b>CERTIFYING OFFICIAL</b>                |                                                                                                                                                                                                                                                    |                      |              |
| Certifying Official's Signature:          |                                                                                                                                                                |                      |              |
| Certifying Official's Name (printed):     | Jerry Campbell                                                                                                                                                                                                                                     |                      |              |
| Title:                                    | Chairman                                                                                                                                                                                                                                           |                      |              |
| Date:                                     | 4-28-2026                                                                                                                                                                                                                                          |                      |              |

## APPENDIX N: RESPONDENT'S CERTIFICATIONS

| CERTIFICATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |       |                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|---------------------------------------------------------------------------------------------------------------|
| MASTER CERTIFICATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |       |                                                                                                               |
| <p>As the person named in the Certificate of Signature Authority as the Authorized Representative of the Respondent, <u>Hernando County Board of County Commissioners</u> (legal name of Respondent), I confirm that I have fully informed myself of all terms and conditions of Solicitation # <u>2525 024</u> (the Solicitation), the facts regarding the Response submitted by the Respondent in response to the Solicitation and the truth of each statement contained in Certifications (a) through (f) and certify, by checking the applicable "true" or "false" box below and affixing my signature hereto, that each statement in each checked certification is "true" or "false" as indicated.</p> |       |                                                                                                               |
| <b>Check the applicable box next to the title to each certification:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |       |                                                                                                               |
| True                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | False |                                                                                                               |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |       | <b>a. Certification of Binding Response and Acceptance of Terms of the Solicitation and Contract Document</b> |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |       | <b>b. Statement of No Prohibited Involvement</b>                                                              |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |       | <b>c. Statement Non-Collusion</b>                                                                             |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |       | <b>d. Certification Regarding Subcontractors</b>                                                              |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |       | <b>e. Certification Regarding Prior Contractual Obligations</b>                                               |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |       | <b>f. Certification of Representations per Sections 287.133, and 287.134, F.S.</b>                            |
| <p>The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true" above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."</p>                                                                                                                                                                                                                                                                                                                                                           |       |                                                                                                               |
| Signature of Authorized Representative:<br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |       | Date:<br>4-28-2026                                                                                            |
| <b>a. Certification of Binding Response and Acceptance of Terms of the Solicitation and Contract Document</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |       |                                                                                                               |
| <p>By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Respondent's Response submitted in response to the Department of Children and Families Request for Responses (the Solicitation) is binding on the Respondent in accordance with the terms of the Solicitation. If awarded any Contract as a result of the Solicitation, the Respondent will comply with the specifications, terms, and conditions stated in the Solicitation and the Contract document.</p>                                                                                                                                                                                       |       |                                                                                                               |
| <b>b. Statement of No Prohibited Involvement</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |       |                                                                                                               |
| <p>By checking the "True" box in the Master Certification and signing the same, I hereby certify that no member of this firm or any person having interest in this firm has: Been awarded a Contract as described in §287.057(19)(c), Florida Statutes, to perform a feasibility study of the potential implementation of a subsequent Contract to support this project, participated in drafting of a solicitation for this specific project, or developed a program for future implementation of this project.</p>                                                                                                                                                                                        |       |                                                                                                               |

**c. Statement of Non-Collusion**

By checking the "True" box in the Master Certification and signing the same, I hereby certify that all persons, companies, or parties interested in the Solicitation as principals are named therein, that the Respondent's Response is made without collusion with any other Respondent.

**d. Certification Regarding Subcontractors**

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Respondent's agreement that by submitting a Response to this Solicitation, the Respondent waives any exclusivity provision in its subcontractor agreements.

**e. Certification Regarding Prior Contractual Obligations**

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Respondent has not:

- (1) Failed to correct any unsatisfactory performance in a previous Contract to the satisfaction of any Agency or eligible user;
- (2) Had a Contract terminated by any Agency or eligible user for cause; or
- (3) Failed to sign a Contract awarded by any Agency.

**f. Certification of Representations Per Sections §287.135, 287.133 and 287.134, Florida Statutes**

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Respondent is not listed on the Suspended Vendors List maintained pursuant to Rule 60A-1.006, F.A.C., Convicted Vendors List created and maintained pursuant to §287.133, F.S., or on the Discriminatory Vendors List created and maintained pursuant to §287.134, F.S, and, if federal funds are used, the Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, as listed in the System for Award Management (SAM), in accordance with 2 CFR Part 180 and Part 200.

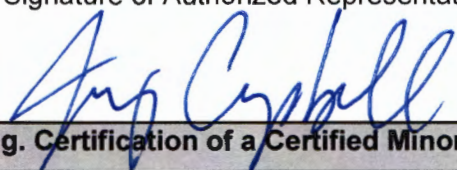
**TIE BREAKING CERTIFICATIONS**

Statutory Preferences When Awarding Contracts

Various provisions of §287 and §295, F.S., provide qualifying Respondents the advantage of "tie breakers" whenever two or more bids, Responses, or replies received by an agency are equal with respect to price, quality, and service. In order to take advantage of the below "tie breakers," a Respondent who meets the statutory qualifications for one or more of these "tie breakers" must certify that it qualifies for the cited preference. Completion of the certification is optional for qualifying Respondents; however, a Respondent waives all rights to consideration of a "tie breaker" if it fails to submit the certification on or before the deadline to submit its bid, Response or reply.

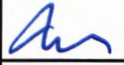
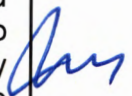
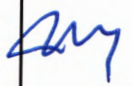
**MASTER CERTIFICATION – TIE-BREAKING CERTIFICATIONS**

**As the Authorized Representative of the Respondent,**  
Hernando County Board of County Commissioners (legal name of Respondent), I confirm that I have fully informed myself of all terms and conditions of the Solicitation 2526 024 (the Solicitation), the facts regarding the Response submitted by the Respondent in response to the Solicitation and the truth of each statement contained in Certifications (g) through (k) and certify, by checking one or more of the boxes below and affixing my signature hereto, that each statement in each checked certification is true.

|                                                                                                                                                                                                                                                                                                                                                    |                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <b>Check the box next to the title to each certification that is true:</b>                                                                                                                                                                                                                                                                         |                                                                             |
|                                                                                                                                                                                                                                                                                                                                                    | <b>g. Certification of a Certified Minority Business Enterprise</b>         |
|                                                                                                                                                                                                                                                                                                                                                    | <b>h. Certification of a Certified Veteran Business Enterprise</b>          |
|                                                                                                                                                                                                                                                                                                                                                    | <b>i. Certification of a Florida Business</b>                               |
|                                                                                                                                                                                                                                                                                                                                                    | <b>j. Certification of a Foreign Manufacturer with a Factory in Florida</b> |
| <b>X</b>                                                                                                                                                                                                                                                                                                                                           | <b>k. Certification of a Drug Free Workplace</b>                            |
| <p>The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true," above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."</p> |                                                                             |
| Signature of Authorized Representative:<br>                                                                                                                                                                                                                       | Date:<br>4-28-2020                                                          |
| <b>g. Certification of a Certified Minority Business Enterprise</b>                                                                                                                                                                                                                                                                                |                                                                             |
| By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Certified Minority Business Enterprise in accordance with §287.0943, Florida Statutes.                                                                                                       |                                                                             |
| <b>h. Certification of a Florida Certified Veteran Business Enterprise</b>                                                                                                                                                                                                                                                                         |                                                                             |
| By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Certified Veteran Business Enterprise in accordance with §295.187, Florida Statutes.                                                                                                         |                                                                             |
| <b>i. Certification of a Florida Business</b>                                                                                                                                                                                                                                                                                                      |                                                                             |
| By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization's principal place of business is located within Florida in accordance with §287.084, Florida Statutes.                                                                                            |                                                                             |
| <b>j. Certification of a Foreign Manufacturer with a Factory in Florida</b>                                                                                                                                                                                                                                                                        |                                                                             |
| By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my manufacturing organization has a factory in Florida that employs over 200 employees working in Florida in accordance with §287.092, Florida Statutes.                                                          |                                                                             |
| <b>k. Certification of a Drug Free Workplace</b>                                                                                                                                                                                                                                                                                                   |                                                                             |
| By checking the "True" box in the Master Certification and signing the same, I hereby certify the Respondent currently maintains a drug-free workplace environment in accordance with §287.087, Florida Statutes, and will continue to promote this policy through implementation of that section.                                                 |                                                                             |

APPROVED AS TO FORM  
 AND LEGAL SUFFICIENCY  
 BY   
 County Attorney's Office

**APPENDIX D - STATEMENT OF MANDATORY ASSURANCES**

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Initial</b>                                                                        |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| <b>A.</b> | <b><u>Infrastructure:</u></b> The Applicant shall possess equipment and Internet access necessary to participate fully in this solicitation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |    |
| <b>B.</b> | <b><u>Site Visits:</u></b> The Applicant will cooperate fully with the Department in coordinating site visits, if desired by the Department.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |    |
| <b>C.</b> | <b><u>Non-discrimination:</u></b> The Applicant agrees that no person will, on the basis of race, color, national origin, creed or religion be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination pursuant to the Act governing these funds or any project, program, activity or sub-grant supported by the requirements of, (a) Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended which prohibits discrimination the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination in employment or any program or activity that receives or benefits from federal financial assistance on the basis of handicaps; (d) Age Discrimination Act 1975, as amended which prohibits discrimination on the basis of age, (e) Equal Employment Opportunity Program (EEO) must meets the requirements of 28 CFR 42.301. |    |
| <b>D.</b> | <b><u>Lobbying:</u></b> The Applicant is prohibited by Title 31, USC, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," from using Federal funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal funds if grants and/or cooperative agreements exceed \$100,000 in total costs (45 CFR Part 93).                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| <b>E.</b> | <b><u>Drug-Free Workplace Requirements:</u></b> The Applicant agrees that it will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| <b>F.</b> | <b><u>Smoke-Free Workplace Requirements:</u></b> Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library projects to children under the age of 18, if the projects are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's projects provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for Inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.                     |  |
| <b>G.</b> | <b><u>Compliance and Performance:</u></b> The Applicant understands that grant funds in Years 2 and 3 are contingent upon compliance with the requirements of this grant program and demonstration of performance towards completing the grant key activities and meeting the grant objectives, as well as availability of funds.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| <b>H.</b> | <b><u>Certification of Non-supplanting:</u></b> The Applicant certifies that funds awarded under this solicitation will not be used for programs currently being paid for by other funds or programs where the funding has been committed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |

|    |                                                                                                                                                                                                                                                                                                                                        |                                                                                     |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| I. | <b><u>Submission of Data:</u></b> The Applicant agrees to provide data and other information requested by the Criminal Justice, Mental Health, and Substance Abuse Technical Assistance Center at the Florida Mental Health Institute to enable the Center to perform the statutory duties established in the authorizing legislation. |  |
| J. | <b><u>Submission of Reports:</u></b> The Applicant agrees to submit quarterly progress reports and quarterly fiscal reports, signed by the County Administrator, to the Department.                                                                                                                                                    |  |

**Appendix I - MATCH SUMMARY**  
**(for the entire grant period)**

Date - 04/22/2026

County - Hernando County

Type of Grant - Planning

Match Requirement Percentage - 100%

Total Match Required for the Grant \$ 22,810

**Match Committed:**

|         |                  |
|---------|------------------|
| Cash    | \$ <u>840</u>    |
| In-Kind | \$ <u>21,987</u> |
| Total   | \$ <u>22,827</u> |

Comments:

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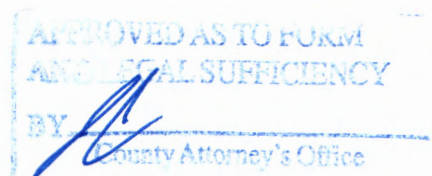
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Prepared By Casey Stepp, Grant Writer

Approved By 



**APPENDIX H- COMMITMENT OF MATCH DONATION FORMS**

**(FOR THE ENTIRE GRANT PERIOD)**

TO: (name of county) Hernando County  
FROM: (donor name) Hernando County Board of County Commissioners  
ADDRESS: 15470 Flight Path Dr, Brooksville, FL 34604

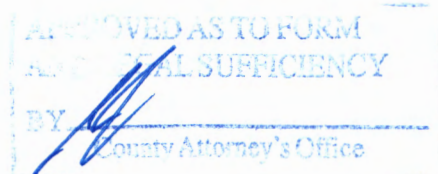
The following \_\_\_ space, \_\_\_ equipment, \_\_\_ goods or supplies, and ☒ services, are donated to the County \_\_\_ permanently (title passes to the County) \_\_\_ temporarily (title is retained by the donor), for the period 07/01/2026 to 06/30/2027.

**Description and Basis for Valuation (See next page)**

| <u>Description</u>                        | <u>Value</u>    |
|-------------------------------------------|-----------------|
| (1) <u>Salary - in kind</u>               | <u>\$ 3,273</u> |
| (2) <u>Fringe Benefits - in kind</u>      | <u>\$ 982</u>   |
| (3) <u>Travel - in kind</u>               | <u>\$ 500</u>   |
| (4) <u>Administrative Costs - in kind</u> | <u>\$ 2,281</u> |
| TOTAL VALUE \$ <u>7,036</u>               |                 |

The above donation is not currently included as a cost (either direct or matching) of any state or federal contract or grant, nor has it been previously purchased from or used as match for any state or federal contract.

[Signature] 4-28-2026 [Signature] 4-28-2026  
(Donor Signature) (Date) (County Designee Signature) (Date)



**Appendix H (cont.)**  
**BASIS OF VALUATION**

**Building/Space**

1. Donor retains title:

- a. Fair commercial rental value - Substantiated in provider's records by written confirmation(s) of fair commercial rental value by qualified individuals, e.g., Realtors, property managers, etc.
- b. (1) Established monthly rental of space \$ \_\_\_\_\_  
(2) Number of months donated during the contract \_\_\_\_\_  
Value to the project [b.(1) X b.(2)] \$ \_\_\_\_\_

2. Title passes to the County:

**Depreciation**

- a. Cost of Fair Market Value (FMV) at acquisition (excluding land) \$ \_\_\_\_\_  
b. Estimated useful life at date of acquisition \_\_\_\_\_ yrs.  
c. Annual depreciation (a./b.) \$ \_\_\_\_\_  
d. Total square footage \_\_\_\_\_ sq. ft.  
e. Number of square feet to be used on the grant program \_\_\_\_\_ sq. ft.  
f. Percentage of time during contract period the project will occupy the building or space \_\_\_\_\_ %  
Value to project (e./d. X f. X c.) \$ \_\_\_\_\_

**Use Allowance**

- a. To be used in the absence of depreciation schedule (i.e., when the item is not normally depreciated in the County's accounting records).
- b. May include an allowance for space as well as the normal cost of upkeep, such as repairs and maintenance, insurance, etc.

**Equipment**

1. Donor retains title: Fair Rental Value

2. Title passes to County:

- a. FMV at time of donation \$ \_\_\_\_\_  
or  
b. Annual value to project (not to exceed 6 2/3% X a.) = \$ \_\_\_\_\_

**Goods or Supplies**

FMV at time of donation

**Personnel Services**

1. Staff of another agency or organization: \$55.55/hr @ 59 hrs during 12 month period of performance  
Annual Salary      Number of hours 2080      X      to be provided      =      \$3,273
2. Volunteer -- Comparable annual salary \$ \_\_\_\_\_  
Annual Salary      Number of hours 2080      X to be provided      =      \$ \_\_\_\_\_

**APPENDIX H- COMMITMENT OF MATCH DONATION FORMS**

**(FOR THE ENTIRE GRANT PERIOD)**

TO: (name of county) Hernando County Board of County Commissioners

FROM: (donor name) BayCare Behavioral Health, Inc.

ADDRESS: 7809 Massachusetts Avenue, New Port Richey, FL 34653

The following \_\_\_ space, \_\_\_ equipment, \_\_\_ goods or supplies, and X services, are donated to the County \_\_\_ permanently (title passes to the County) \_\_\_ temporarily (title is retained by the donor), for the period 07/01/2026 to 09/30/2027.

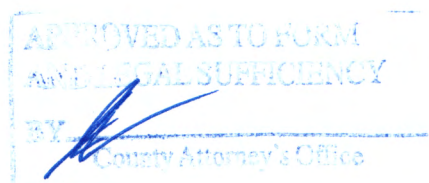
**Description and Basis for Valuation (See next page)**

| <u>Description</u>                 | <u>Value</u>    |
|------------------------------------|-----------------|
| (1) <u>In Kind FTE (6) Salary</u>  | <u>\$ 6,527</u> |
| (2) <u>In Kind Fringe Benefits</u> | <u>\$ 1,765</u> |
| (3) _____                          | <u>\$ _____</u> |
| (4) _____                          | <u>\$ _____</u> |
| <b>TOTAL VALUE \$ <u>8,292</u></b> |                 |

The above donation is not currently included as a cost (either direct or matching) of any state or federal contract or grant, nor has it been previously purchased from or used as match for any state or federal contract.

Gail Ryder 4/14/2026  
(Donor Signature) (Date)

[Signature] 4-28-2026  
(County Designee Signature) (Date)



**APPENDIX H- COMMITMENT OF MATCH DONATION FORMS**  
**(FOR THE ENTIRE GRANT PERIOD)**

TO: (name of county) Hernando County

FROM: (donor name) Hernando Community Coalition

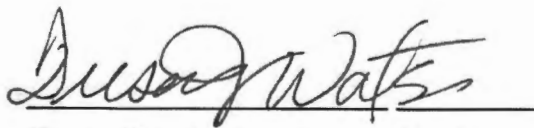
ADDRESS: 13001 Spring Hill Drive, Spring Hill, FL 34609

The following    space, XX equipment, XX goods or supplies, and XX services, are donated to the County            permanently (title passes to the County) temporarily (title is retained by the donor), for the period    to   .

**Description and Basis for Valuation (See next page)**

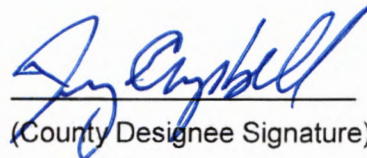
| <u>Description</u>      | <u>Value</u> |
|-------------------------|--------------|
| (1) <u>Personnel</u>    | \$2072       |
| (2) <u>Equipment</u>    | \$2550       |
| (3) <u>Supplies</u>     | \$1093       |
| (4) <u>Staff Travel</u> | \$945        |
| (5) <u>Cash</u>         | \$840.00     |
| TOTAL VALUE \$7500.00   |              |

The above donation is not currently included as a cost (either direct or matching) of any state or federal contract or grant, nor has it been previously purchased from or used as match for any state or federal contract.

  
(Donor Signature)

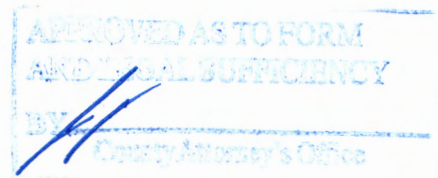
(Date)

4/10/2026



(County Designee Signature) (Date)

4-28-2026



**Appendix H (cont.)**  
**BASIS OF VALUATION**

**Building/Space**

1. Donor retains title:

- a. Fair commercial rental value - Substantiated in provider's records by written confirmation(s) of fair commercial rental value by qualified individuals, e.g., Realtors, property managers, etc.

b. (1) Established monthly rental of space \$ \_\_\_\_\_  
(2) Number of months donated during the contract \_\_\_\_\_  
Value to the project [b.(1) X b.(2)] \$ \_\_\_\_\_

2. Title passes to the County:

**Depreciation**

a. Cost of Fair Market Value (FMV) at acquisition (excluding land) \$ \_\_\_\_\_  
b. Estimated useful life at date of acquisition \_\_\_\_\_ yrs.  
c. Annual depreciation (a./b.) \$ \_\_\_\_\_  
d. Total square footage \_\_\_\_\_ sq. ft.  
e. Number of square feet to be used on the grant program \_\_\_\_\_ sq. ft.  
f. Percentage of time during contract period the project will occupy the building or space \_\_\_\_\_ %  
Value to project (e./d. X f. X c.) \$ \_\_\_\_\_

**Use Allowance**

- a. To be used in the absence of depreciation schedule (i.e., when the item is not normally depreciated in the County's accounting records).  
b. May include an allowance for space as well as the normal cost of upkeep, such as repairs and maintenance, insurance, etc.

**Equipment**

1. Donor retains title: Fair Rental Value

2. Title passes to County:

a. FMV at time of donation \$3900.00  
or  
b. Annual value to project (not to exceed 6 2/3% X a.) = \$2550.00

**Goods or Supplies**

FMV at time of donation

**Personnel Services**

1. Staff of another agency or organization:

Annual Salary      Number of hours 2080      X      to be provided      =      \$ \_\_\_\_\_

2. Volunteer -- Comparable annual salary \$ \_\_\_\_\_

Annual Salary      Number of hours 2080      32 to be provided      =      \$2072.00

**Appendix H (cont.)**  
**BASIS OF VALUATION**

**Building/Space**

1. Donor retains title:

- a. Fair commercial rental value - Substantiated in provider's records by written confirmation(s) of fair commercial rental value by qualified individuals, e.g., Realtors, property managers, etc.

- b. (1) Established monthly rental of space \$ \_\_\_\_\_  
(2) Number of months donated during the contract \_\_\_\_\_  
Value to the project [b.(1) X b.(2)] \$ \_\_\_\_\_

2. Title passes to the County:

**Depreciation**

- a. Cost of Fair Market Value (FMV) at acquisition (excluding land) \$ \_\_\_\_\_  
b. Estimated useful life at date of acquisition \_\_\_\_\_ yrs.  
c. Annual depreciation (a./b.) \$ \_\_\_\_\_  
d. Total square footage \_\_\_\_\_ sq. ft.  
e. Number of square feet to be used on the grant program \_\_\_\_\_ sq. ft.  
f. Percentage of time during contract period the project will occupy the building or space \_\_\_\_\_ %  
Value to project (e./d. X f. X c.) \$ \_\_\_\_\_

**Use Allowance**

- a. To be used in the absence of depreciation schedule (i.e., when the item is not normally depreciated in the County's accounting records).  
b. May include an allowance for space as well as the normal cost of upkeep, such as repairs and maintenance, insurance, etc.

**Equipment**

1. Donor retains title: Fair Rental Value

2. Title passes to County:

- a. FMV at time of donation \$ \_\_\_\_\_  
or  
b. Annual value to project (not to exceed 6 2/3% X a.) = \$ \_\_\_\_\_

**Goods or Supplies**

FMV at time of donation

**Personnel Services**

1. Staff of another agency or organization:

Annual Salary      Number of hours 2080      X      to be provided      =      \$ 8,292

2. Volunteer — Comparable annual salary \$ \_\_\_\_\_

Annual Salary      Number of hours 2080      X to be provided      =      \$ \_\_\_\_\_

## TAB 3: Statement of the Problem

### 4.3.1.1. Description of the Problem

Hernando County is facing significant behavioral health and criminal justice challenges closely tied to substance abuse and mental health disorders, particularly among the population of young adults ages 18–25. Many individuals in this age group are living with untreated mental health conditions, substance use disorders, or co-occurring conditions and are either already involved in or at risk of entering the justice system. Contributing factors include housing instability, poverty, gaps in insurance coverage, and limited access to care.

Access to services is affected by the County's geographic layout due to its mix of suburban and rural communities, making public transit options limited in both coverage and scheduling, creating barriers for low-income individuals seeking consistent care. As a result, many residents, particularly those without reliable transportation, delay treatment and rely on emergency departments and law enforcement during times of crisis.

Data from the Florida Department of Health Community Health Assessment indicates sustained demand for behavioral health services in Hernando County. Rates of involuntary examinations under the Baker Act remain elevated, and emergency department utilization for mental health concerns exceeded 100 visits per 1,000 residents in 2025.<sup>1</sup> These trends reflect a system that relies heavily on crisis response rather than prevention and ongoing treatment.

National data from the Substance Abuse and Mental Health Services Administration and the Bureau of Justice Statistics indicates that substance use is a major driver for justice system involvement, nearly two-thirds of individuals in jail have a substance use disorder, a pattern reflected locally.<sup>2/3</sup> Hernando County records approximately 700–750 drug-related arrests annually, along with more than 2,000 property crime incidents, particularly larceny and theft. These offenses are often associated with underlying substance use and economic instability.<sup>4</sup>

Many individuals with behavioral health needs are not identified early in their interaction with first responders. Stigma and inconsistent screening and assessment practices contribute to under-identification at initial points of contact. Without standardized tools and timely clinical evaluation, individuals may not be connected to appropriate services, limiting opportunities for diversion and increasing the likelihood of worsening symptoms while in custody.

Barriers persist after release from incarceration. Limited availability of community-based providers, lack of insurance, transportation challenges, and gaps in coordination between correctional and community systems affect access to care. Without effective discharge planning, including medication continuity, direct linkage to services, and case management, individuals often struggle to engage in treatment. In addition, the County has a limited number of residential treatment beds, with only 128 beds across three facilities, making it difficult to offer alternatives to incarceration for individuals who need a higher level of care. These facilities not only service Hernando County residents but anyone in need of treatment across all ages. This contributes to relapses, probation violations, and re-arrest, reinforcing ongoing involvement with the justice system.

The experience of incarceration itself can also make untreated mental health conditions and substance use disorders worse. Time in custody often disrupts support systems and increases stress, which can intensify existing mental health conditions or trigger new ones. While some services are available in the jail, funding and staffing limitations restrict access to comprehensive care, including timely psychiatric services and substance use treatment.

National estimates suggest that approximately 40–45% of individuals in jail have a mental health or substance use disorder, and local data reflect similar trends.<sup>1</sup> Findings from the 2025 Hernando County Community Health Assessment<sup>1</sup> highlight the extent of need within the jail population:

- 1,406 inmates reported a history of mental health treatment at intake
- 17.86% require psychotropic medications
- 3,453 individuals participated in substance use programming while incarcerated
- 20 individuals required transfer to state psychiatric hospitals for more intensive care

These figures reflect the extent of behavioral health needs being managed within a correctional setting rather than through coordinated, community-based care. Detention center staff routinely supervise individuals with serious mental illness, substance use disorders, and co-occurring conditions, many of whom require ongoing clinical

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<sup>1</sup> Florida Department of Health, *Hernando County Community Health Assessment*, with data derived from the Hernando County Detention Center and WellFlorida Council, 2025.

<sup>2</sup> Substance Abuse and Mental Health Services Administration. *Behavioral Health and Criminal Justice System Data*.

<sup>3</sup> Bureau of Justice Statistics. *Indicators of Mental Health Problems Reported by Prisoners and Jail Inmates*. U.S. Department of Justice.

<sup>4</sup> Florida Department of Law Enforcement. *Uniform Crime Reports (UCR) – County and Municipal Arrest Data; Crime in Florida Annual Reports*. <https://www.fdle.state.fl.us/CJAB/UCR/Annual-Reports/UCR-Arrest-Data.aspx>

support. Addressing these needs requires specialized training, coordination with behavioral health providers, and access to clinical resources that are often limited in a correctional environment.

Hernando County operates specialty court programs—including Adult Drug Court, Mental Health Court, and Youth Court—to divert individuals with behavioral health needs into treatment through supervision, case management, and counseling. However, capacity is limited, participation among young adults is low, and many individuals have co-occurring conditions that require more comprehensive care. Barriers such as provider shortages, waitlists, and gaps in coordination further limit effectiveness. As a result, these programs have not yet reduced justice system involvement on a measurable scale, highlighting the need to expand capacity, improve access to treatment, and strengthen system coordination.

As illustrated in Figure I, suicide rates among individuals ages 18–25 fluctuate over time and periodically exceed the state average. Increases in recent years, particularly between 2021 and 2024, indicate periods of heightened need. While some years show improvement, the overall pattern reflects ongoing instability and gaps in access to timely, consistent care.

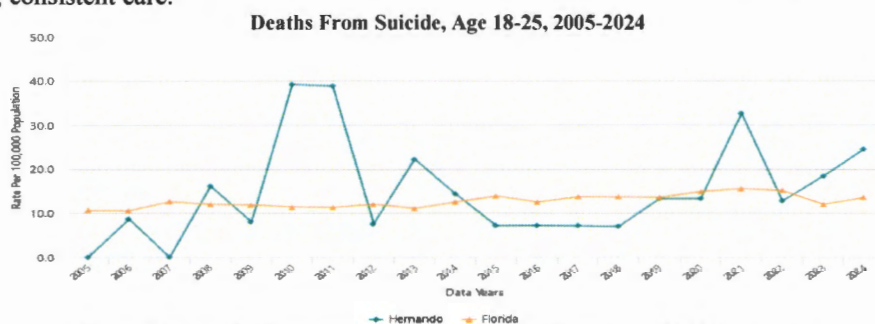


Figure I. Source: FL Department of Health, Bureau of Community Health Assessment.<sup>1</sup>

These trends indicate ongoing system strain and continued reliance on crisis response and highlight the link between unmet behavioral health needs and increased involvement in the justice system, underscoring the importance of early intervention, expanded diversion, and stronger coordination between behavioral health and criminal justice partners.

Statewide data show a steady increase in involuntary mental health examinations under the Baker Act, with similar patterns observed in Hernando County. Locally, crisis response calls, emergency department visits, and law enforcement encounters involving individuals in psychiatric distress have all increased. Young adults ages 18–24 consistently account for approximately 9% to 10.5% of these cases, indicating continued reliance on crisis systems within this population and a need for expanded stabilization and diversion options.<sup>7</sup>

Hernando County's single detention facility, operated by the Sheriff's Office, has a capacity of approximately 812 inmates and continues to experience pressure related to behavioral health needs. A significant share of individuals entering the facility present with mental health conditions, substance use disorders, or co-occurring conditions, reflecting a high level of need within the justice-involved population.

National data from the Bureau of Justice Statistics indicates up to 65% of individuals in jail meet criteria for drug or alcohol dependence, with nearly two-thirds having a substance use disorder.<sup>5</sup> Among individuals with serious mental illness, co-occurring substance use is even more common, affecting approximately 70%, according to the Council of State Governments Justice Center.<sup>6</sup> Despite the prevalence of these conditions, access to treatment remains limited, and only a small percentage of individuals receive substance use services while incarcerated, leaving many needs unaddressed.

Across Florida, many justice-involved individuals have behavioral health conditions but do not receive timely or consistent care during incarceration or after release. Although CJMHSA efforts emphasize screening, assessment, and linkage to treatment, gaps persist in coordination, planning, and continuity of care at the local level. A structured planning process would allow Hernando County to assess existing services, identify barriers, and work with corrections, behavioral health providers, and community organizations to strengthen protocols for screening, diversion, reentry planning, and connection to community-based care.

Substance use continues to play a major role in justice system involvement. Arrests for drug possession, theft, disorderly conduct, and probation violations are often associated with underlying behavioral health needs. Data from

<sup>5</sup> National Institute of Justice; National Drug Court Institute, *Painting the Current Picture: A National Report on Drug Courts*; Urban Institute, drug court evaluation studies.

<sup>6</sup> Council of State Governments Justice Center. *Substance Addiction and Co-Occurring Disorders in the Justice System*.

the Florida Department of Law Enforcement show that Hernando County records hundreds of drug-related arrests each year, while property crimes, particularly larceny and theft, remain among the most common offenses, exceeding 2,000 incidents annually.<sup>7/8</sup> For many individuals, these offenses are tied to unmet treatment needs and economic instability.

Limited access to treatment contributes to repeated arrests and incarceration. This pattern places ongoing strain on law enforcement and correctional systems without addressing underlying needs. According to the Florida Department of Health Community Health Assessment, approximately 28.1% of individuals released from incarceration in Hernando County return within three years, which is on the higher end of the state range of 20–30%.<sup>1</sup> This reflects gaps in treatment access, reentry support, and system coordination.

Law enforcement is often the first point of contact during a behavioral health crisis, yet not all encounters involve specialized training in de-escalation or crisis response. Situations that could be stabilized through treatment may instead result in arrest. Individuals with untreated mental health conditions are more likely to experience repeated law enforcement contact, probation violations, missed court appearances, and extended time in custody. These patterns point to the need for expanded training, stronger cross-system partnerships, and additional diversion options.

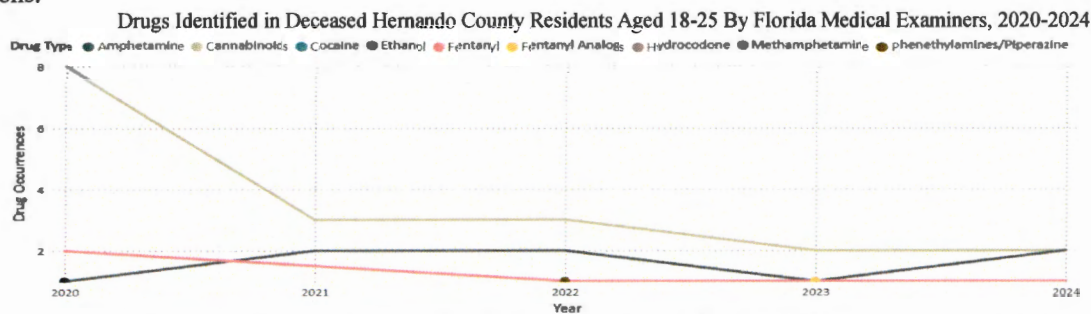


Figure II. FL Department of Law Enforcement, MEC Drugs Identified in Deceased Persons Report Dashboard.

As shown in Figure II, overall reported substance-related occurrences have declined since 2020, largely due to reductions in cannabinoid-related incidents and statutory changes in the State of Florida. However, methamphetamine and fentanyl have remained consistently present, indicating ongoing risk. This pattern supports the need for targeted treatment and intervention strategies focused on high-risk substances. It also reflects broader behavioral health challenges shaped by underlying social and economic factors that affect access to care and long-term stability.

Several social and economic factors continue to shape the intersection of behavioral health and criminal justice involvement in Hernando County. Limited access to affordable healthcare, poverty, housing instability, trauma, insurance gaps, and stigma surrounding mental health treatment all contribute to delayed or inconsistent care. These barriers often prevent individuals from receiving support early, increasing the likelihood that needs escalating to a crisis level and resulting in law enforcement contact.

When behavioral health needs go untreated, the impact on the local system is substantial. National data from the Bureau of Justice Statistics and the Council of State Governments Justice Center show that individuals with mental health conditions tend to remain in jail longer, incur two to three times higher medical and psychiatric costs while incarcerated, and are more likely to return to the justice system, particularly when substance use is also involved.<sup>9/6</sup> Placing a sustained pressure on law enforcement, courts, and detention staff while increasing costs and worsening outcomes.

Information from the Hernando County Detention Center, supported by national benchmarks from the National Institute on Drug Abuse<sup>10</sup>, indicates that a significant portion of individuals entering jail have behavioral health needs. Approximately 18% of inmates are currently prescribed psychotropic medications, indicating diagnosed mental health conditions. More broadly, it is estimated that 40–45% have a mental illness, 50–65% have a substance use disorder, and 20–25% have co-occurring conditions.<sup>9</sup> These figures demonstrate the extent to which the jail is managing needs that would be more effectively addressed through community-based treatment and support.

<sup>7</sup> University of South Florida. *Baker Act Annual Report: Hernando County Data Tables (FY 2020–2025)*.

<sup>8</sup> Hernando County Sheriff's Office, Detention Center reports. (2026).

<sup>9</sup> Bureau of Justice Statistics. *Drug Use, Dependence, and Abuse Among State Prisoners and Jail Inmates*.

<sup>10</sup> National Institute on Drug Abuse (NIDA). *Criminal Justice DrugFacts*. National Institutes of Health, U.S. Department of Health and Human Services.

Hernando County's demographic and economic conditions further contribute to these challenges. The County has an estimated population of approximately 222,900 and includes a mix of suburban and rural communities. It also has a relatively older population, with a median age of approximately 47.<sup>11</sup> Although young adults under 25 represent a smaller share of the population, they remain a high-need group for behavioral health and justice involvement.<sup>12</sup>

Economic factors also play a significant role. According to the Tampa Bay Regional Planning Council, median household income across the region is approximately \$77,000, compared to about \$60,600 in Hernando County, highlighting a notable disparity.<sup>13</sup> An estimated 10–12% of residents live below the federal poverty level, and many working households fall within the ALICE (Asset Limited, Income Constrained, Employed) population, meaning they remain unable to meet basic needs despite employment. Lower educational attainment and a workforce concentrated in service-based industries further limit access to stable, higher-wage employment.<sup>14</sup>

Access to healthcare remains a major barrier, particularly for uninsured residents. Across Florida, uninsured individuals are significantly less likely to receive mental health or substance use treatment and more likely to report unmet needs. Without coverage, the cost of therapy, medication, and specialized treatment can be prohibitive, often leading individuals to delay care until conditions worsen and crisis response systems are needed.<sup>1</sup>

Local system data further illustrate these access challenges. As shown in Figures III and IV, while most young adults have some form of insurance coverage, nearly one in five remain uninsured, and reliance on public coverage has declined. This suggests continued barriers to affordable care for this age group. According to the Florida Department of Health and Florida HealthCHARTS, Hernando County's incarceration rate is also higher than the state average, approximately 3.2 per 1,000 residents compared to 2.5 statewide, with jail admissions and recidivism remaining ongoing concerns.<sup>1</sup>

*Health Insurance Status of Non-Institutionalized Florida Residents Aged 19-25, 2022-2024*

| Year | Total Age 19-25 Population |      | Insured   |       | Uninsured |       | Public Coverage Alone or in Combination |       | Private Coverage Alone or in Combination |       |
|------|----------------------------|------|-----------|-------|-----------|-------|-----------------------------------------|-------|------------------------------------------|-------|
|      | n                          | %    | n         | %     | n         | %     | n                                       | %     | n                                        | %     |
| 2024 | 1,881,478                  | 100% | 1,514,563 | 80.5% | 366,915   | 19.5% | 222,918                                 | 11.8% | 1,332,363                                | 70.8% |
| 2023 | 1,764,003                  | 100% | 1,437,819 | 81.5% | 326,184   | 18.5% | 261,634                                 | 14.8% | 1,215,882                                | 68.9% |
| 2022 | 1,820,944                  | 100% | 1,479,449 | 81.2% | 341,495   | 18.8% | 268,089                                 | 14.7% | 1,247,368                                | 68.5% |

*Figure III – US Census Bureau<sup>12</sup>*

*Health Insurance Status of Non-Institutionalized Hernando County Residents Aged 19-25, 2022-2024*

| Year | Total Age 19-25 Population |      | Insured |       | Uninsured |       | Public Coverage Alone or in Combination |       | Private Coverage Alone or in Combination |       |
|------|----------------------------|------|---------|-------|-----------|-------|-----------------------------------------|-------|------------------------------------------|-------|
|      | n                          | %    | n       | %     | n         | %     | n                                       | %     | n                                        | %     |
| 2024 | 13,431                     | 100% | 10,917  | 81.3% | 2,514     | 18.7% | 2,200                                   | 16.4% | 9,091                                    | 67.7% |
| 2023 | 14,396                     | 100% | 12,707  | 88.3% | 1,689     | 11.7% | 4,614                                   | 32.1% | 8,926                                    | 62.0% |
| 2022 | 13,830                     | 100% | 11,199  | 81.0% | 2,631     | 19.0% | 1,545                                   | 11.2% | 9,866                                    | 71.3% |

*Figure IV – U.S. Census Bureau<sup>13</sup>*

#### 4.3.1.2 Detention Center Population

The Hernando County Detention Center serves as the County's primary booking, intake, and detention facility for all local law enforcement agencies. It houses adult males and females, as well as juveniles ages 14–17 who are charged or sentenced as adults.<sup>8</sup> The facility has a rated capacity of approximately 812 inmates and typically operates at 80%–85% of that capacity, leaving limited flexibility during peak periods.<sup>15</sup>

As the central point of entry into the justice system, the detention center manages a high volume of admissions, releases, and daily population turnover. This requires continuous coordination across booking, classification, medical, and behavioral health services. Operating near capacity can place strain on staffing, housing assignments, and access to services, particularly during periods of increased arrests or extended lengths of stay. These conditions

<sup>11</sup> Bureau of Economic and Business Research, Florida Population Studies, Bulletin 198.

<sup>12</sup> U.S. Census Bureau, American Community Survey 5-Year Estimates (2019–2023), Tables S2301 (Employment Status) and S2403 (Industry), Hernando County, Florida.

<sup>13</sup> Tampa Bay Regional Planning Council (TBRPC), *State of the Region Indicators Report* (2026).

<sup>14</sup> Bureau of Labor Statistics. *Education Pays: Earnings and Unemployment Rates by Educational Attainment*.

can affect the facility's ability to respond efficiently to individuals with complex needs, including those requiring medical attention, behavioral health stabilization, or specialized supervision.

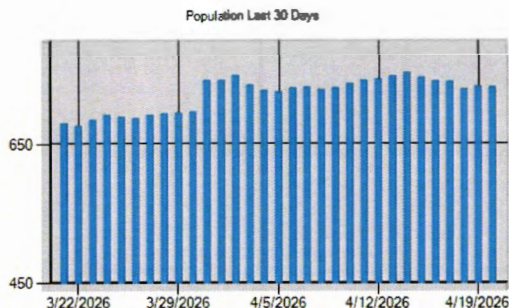


Figure V – From 03/22/2026 – 04/19/2026  
Hernando County Detention<sup>15</sup>

These conditions reflect broader national trends. Data from the Bureau of Justice Statistics show that local jails held approximately 657,500 individuals at midyear 2024, with millions of admissions each year.<sup>16</sup> High turnover places continuous pressure on jail operations. At the same time, nearly 70% of individuals in local jails are being held pretrial, awaiting court action rather than serving a sentence, which contributes to longer stays and increased demand on limited resources.<sup>17</sup>

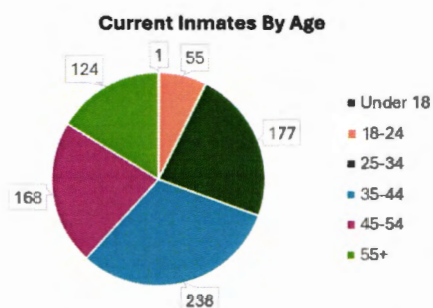


Figure VI -Hernando County Detention<sup>17</sup>

As shown in Figure VI, individuals ages 18–24 account for approximately 13.9% of the current jail population (55 individuals), representing a significant segment and highlighting early entry into the criminal justice system among young adults. This population distribution exists within a system that is consistently operating at high capacity. There is a notable increase in the population percentage in the 25-34 and 35-44 age groups, highlighting the importance of focusing diversion and behavioral health efforts on young adults, to help prevent deeper system involvement and reduce repeat contact with the justice system.<sup>17</sup>

Within this population, behavioral health needs remain both significant and, at times, under-identified. Data from the Bureau of Justice Statistics have long shown that a majority of individuals in jail report mental health concerns, and more recent research continues to reinforce the high level of need and the ongoing gaps in access to care.<sup>17</sup> Locally, this suggests that the true scope of mental health and substance use conditions in the jail may be even greater than what is currently documented. These conditions place added strain on correctional staff, healthcare providers, and community partners, while reinforcing the need for stronger screening, treatment access, and diversion strategies.

The high number of pretrial detainees further complicates this issue. Many individuals remain in custody while awaiting court action, often without timely access to appropriate behavioral health services.<sup>4</sup> Combined with the fast turnover typical of jail populations, this creates a cycle in which individuals move in and out of the system without consistent screening, stabilization, or connection to care. As a result, the jail increasingly functions as a default provider of behavioral health services, despite not being designed or resourced to serve that role.

#### 4.3.1.2.1. Screening & Assessment

Hernando County utilizes a multi-system, coordinated approach to identify adults with mental illness (MI), substance use disorders (SUD), and co-occurring conditions at multiple interception points within the criminal justice continuum. This approach includes collaboration among the Hernando County Sheriff's Office and local law enforcement agencies, the judiciary, the State Attorney's Office, the Public Defender's Office, detention center personnel, behavioral health providers, hospital and emergency department systems, and community-based

<sup>15</sup> Hernando County Sheriff's Office. *Budget and Operational Reports / Inmate Population Data*.

<sup>16</sup> Bureau of Justice Statistics. *Jails Report Series: 2024 Preliminary Data Release*. U.S. Department of Justice.

<sup>17</sup> Bureau of Justice Statistics (2006). *Mental Health Problems of Prison and Jail Inmates*.

organizations. Together, these partners support early identification, screening, assessment, and referral to appropriate treatment and diversion opportunities across the system.

Screening and assessment occur at multiple interception points, including initial law enforcement contact, jail intake, court processing, and within community-based provider settings. At the point of first contact, law enforcement officers trained in Crisis Intervention Team (CIT) protocols conduct observational screening and, when appropriate, divert individuals to crisis services rather than arrest. Individuals meeting criteria for involuntary examination may be referred under the Florida Mental Health Act (Baker Act), while those with substance use impairment may be referred to under the Florida Substance Abuse Impairment Act (Marchman Act). In Hernando County, individuals experiencing acute behavioral health crises are typically transported by law enforcement or emergency medical services to BayCare Behavioral Health or Springbrook Hospital for evaluation and stabilization. This would hold true for those under a Baker Act or Marchman Act.

Despite these diversion efforts, Hernando County has limited local capacity for crisis stabilization and inpatient behavioral health treatment, often requiring individuals to be transferred to facilities in neighboring counties for appropriate levels of care. This reliance on out-of-county placement creates delays in access to services, increases transportation burdens on law enforcement and emergency responders, and disrupts continuity of care.

Community health assessment data from the Florida Department of Health indicate that mental health-related emergency department visit rates reached approximately 86.5 visits per 1,000 population, reflecting sustained pressure on hospital systems as illustrated in Figure VII below.<sup>1</sup> This also highlights the operational burden placed on first responders, as the majority of Baker Act initiations are conducted by law enforcement and emergency personnel, often requiring extended time for on-scene response, transport, and hospital wait times before transfer or admission. Combined with limited local receiving capacity, this results in prolonged turnaround times for deputies and EMS, reducing availability for other public safety needs.

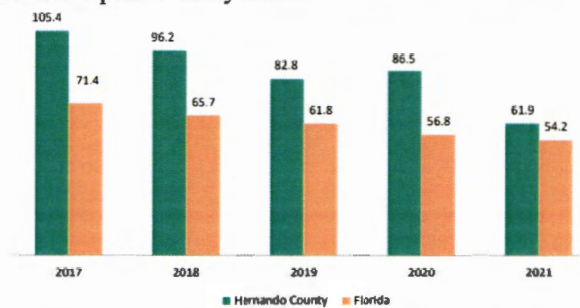


Figure VII - Florida Department of Health, Hernando County Community Health Assessment, 2023 - 2025.<sup>1</sup>

At intake, individuals entering the Hernando County Detention Center receive medical and behavioral health screenings to identify mental health needs, suicide risk, and substance use. Substance use is identified through self-report, screening tools, and clinical evaluation, with drug testing used as needed; however, the absence of routine universal testing may result in some cases going undetected. Individuals identified as high-risk are referred for further evaluation by licensed behavioral health staff, who conduct comprehensive assessments to determine diagnosis and treatment needs, including co-occurring conditions. Additional screening may occur through court processes such as specialty courts and diversion programs, though these remain limited, and court-ordered assessments by community providers are used to guide treatment planning when applicable.

Community organizations also play an important role in identifying and responding to behavioral health needs. Clinical and non-clinical partners, such as BayCare Behavioral Health, the National Alliance on Mental Illness (NAMI) Hernando, and Operation PAR, utilize evidence-based screening tools to assess individuals experiencing mental health and substance use concerns. Common tools include the Patient Health Questionnaire-9 (PHQ-9) and the Generalized Anxiety Disorder 7 (GAD-7), which are brief, standardized instruments used to assess the severity of depression and anxiety based on symptom frequency over the past two weeks. These tools support early identification, appropriate referral, and timely intervention in community-based settings.

Despite existing coordination, gaps in screening, timely assessment, and information sharing continue to result in fragmented care, repeated crises, and ongoing justice system involvement. The project will strengthen early identification, standardize screening, and improve coordination and linkage to care for individuals with mental health and substance use disorders.

#### 4.3.1.2.2. People Admitted to Detention Center

Hernando County continues to experience a high number of individuals with mental illness (MI), substance use disorders (SUD), and co-occurring disorders (COD) across both the behavioral health and criminal justice systems, placing sustained pressure on local resources.

Recent data highlights the persistence of these challenges. In Fiscal Year 2023–2024, the County recorded 1,346 involuntary mental health examinations under the Baker Act, followed by 1,259 in FY 2024–2025.<sup>5</sup> Although this reflects a slight decline, the overall volume remains elevated, indicating continued reliance on crisis response systems and ongoing strain on law enforcement and emergency services.

Local data shows that this is not a small or isolated group, but an ongoing and consistent challenge. Historical jail data indicate that between 1,100 and 1,400 individuals each year report a history of mental health treatment at the time of booking.<sup>6</sup> At any given time, hundreds of individuals are actively managed on the jail's mental health caseload, including as many as 796 individuals in a single year.<sup>15</sup> Substance use needs are also widespread, with thousands of program contacts recorded annually.

These trends are reflected within the Hernando County Detention Center, where individuals with behavioral health needs are frequently identified at booking. Local data indicate that 1,406 individuals reported a history of mental health treatment at intake, approximately 17.86% of inmates are prescribed psychotropic medications, and 3,453 individuals participated in substance use programming while incarcerated.<sup>16/1</sup> These figures, along with local estimates that 40–45% of individuals have a mental health condition, 50–65% have a substance use disorder, and 20–25% have co-occurring conditions, demonstrate the level of need within the jail population.<sup>16</sup>

In addition, an estimated 15% to 33% of inmates are prescribed psychotropic medications, reflecting a high level of ongoing clinical need within the facility.<sup>18</sup> Taken together, these data show that the jail is regularly managing complex behavioral health conditions in a correctional setting. This underscores the need for stronger diversion strategies, improved access to treatment, and more robust community-based support for this population.

The impact of these needs extends beyond intake. Individuals requiring psychiatric stabilization, medication management, or withdrawal monitoring often remain in custody longer due to limited availability of appropriate community-based treatment and delays in placement or continuity of care. Resource and capacity constraints within the detention center further affect the ability to manage individuals with more complex conditions.

#### 4.3.1.2.3. Contributing Factors

Hernando County continues to face elevated rates of involuntary mental health examinations under the Baker Act, with young adults representing a notable share of these cases. Individuals ages 18–24 account for 9.43% of all initiations, closely aligning with the project's target population of ages 18–25.<sup>5</sup> More than half of all initiations (52.23%) are conducted by law enforcement, underscoring the role of first responders in managing behavioral health crises.<sup>5</sup>

Despite modest declines from peak levels, annual Baker Act cases have remained above 1,200 in recent years, reflecting ongoing gaps in access to timely treatment and limited availability of early intervention services. As a result, many individuals enter the system only after reaching a crisis point.<sup>7</sup>

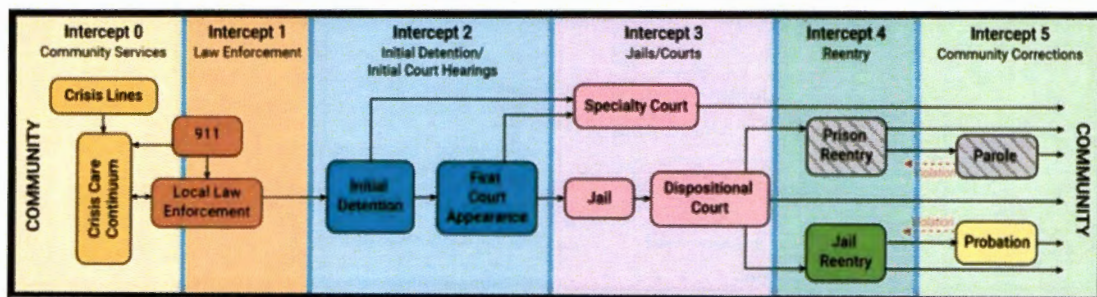


Figure VIII- Policy Research Associates, Substance Abuse and Mental Health Services Administration<sup>19</sup>

Viewed through the Sequential Intercept Model (SIM) Figure VIII, these challenges occur across multiple points in the system:

<sup>18</sup> Hernando County CJMHA Planning Report (WellFlorida Council). *Hernando County Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant Planning Report*, 2017.

<sup>19</sup> Policy Research Associates, Substance Abuse and Mental Health Services Administration.

- Intercept 0 (Community Services): Limited access to outpatient care and early intervention contributes to crisis-level needs.
- Intercept 1 (Law Enforcement / Emergency Services): Law enforcement frequently serves as the first responder to behavioral health crises.
- Intercept 2 (Initial Detention / Initial Court): Individuals often enter the jail without prior stabilization or connection to care.
- Intercept 3 (Jails / Courts): The detention center manages behavioral health needs in a setting not designed for long-term treatment.
- Intercept 4 (Reentry): Gaps in continuity of care increase the risk of relapse and re-arrest.
- Intercept 5 (Community Corrections): Ongoing treatment and supervision challenges contribute to continued system involvement.

Patterns in Hernando County reflect ongoing substance use–related involvement among youth and young adults. As shown in Figure IX, drug and narcotic violations among individuals ages 10–19 increased from 95 in 2021 to 144 in 2022, followed by fluctuations in subsequent years and a rise again in early 2026.<sup>20</sup> This group consistently represents a higher share of statewide offenses. Among individuals ages 20–29, offenses peaked at 204 in 2022, declined through 2024, and have since shown modest increases.<sup>18</sup> These trends indicate continued justice system contact tied to substance use across both age groups.

*Drug/Narcotic Violations Among 10-19- and 20-29-Year-Old Hernando County Residents, 2021-Early 2026*

| Year  | 10-19 years | % of FL Offenses | 20-29 years | % of FL Offenses |
|-------|-------------|------------------|-------------|------------------|
| 2021  | 95          | 4.808            | 168         | 2.649            |
| 2022  | 144         | 4.163            | 204         | 2.185            |
| 2023  | 128         | 3.037            | 121         | 1.076            |
| 2024  | 105         | 2.339            | 80          | 0.684            |
| 2025  | 109         | 2.167            | 93          | 0.799            |
| *2026 | 36          | 6.950            | 19          | 1.850            |
| Total | 617         | 3.134            | 685         | 1.336            |

*Figure IX - National Incident-Based Reporting System (NIBRS), Hernando County Sheriff's Office; 2021 – 2026*

Substance use remains a significant factor in arrests, particularly for younger populations. Early involvement, if unaddressed, can lead to repeated system contact, including additional arrests and extended supervision. Expanding access to treatment and strengthening diversion options at earlier stages can help reduce this progression.

System limitations continue to affect outcomes. Access to crisis stabilization, detoxification services, and community-based treatment remains constrained, and coordination between behavioral health and criminal justice systems is inconsistent. Barriers such as housing instability, transportation challenges, and gaps in follow-up care further complicate reentry and recovery.

Community data and stakeholder input continue to identify behavioral health and substance use as priority concerns. Law enforcement, healthcare providers, and community organizations report frequent interactions with individuals in crisis, while emergency departments continue to see high behavioral health utilization. These patterns indicate ongoing demand for services and the need for improved coordination across systems.

Recidivism remains a concern. A significant portion of individuals released from incarceration return within three years, reflecting continued gaps in treatment access and reentry support. Repeat bookings are common, particularly among individuals with ongoing mental health and substance use needs.

Pretrial detention also contributes to system strain. A large share of individuals in custody are awaiting court action, and extended stays can disrupt treatment and worsen behavioral health conditions. For individuals with unmet needs, this increases the likelihood of crisis while incarcerated and after release.

Broader social and economic factors continue to influence these patterns. Limited access to healthcare, housing instability, and exposure to trauma increase the risk of both behavioral health crises and justice system involvement. These conditions, combined with gaps in treatment and coordination, contribute to continued cycling between the community, emergency services, and incarceration.

<sup>20</sup> Hernando County Sheriff's Office; Federal Bureau of Investigation Crime Data Explorer (NIBRS), 2021–2026 YTD.

#### 4.3.1.2.4. Entering & Re-Entering the Criminal Justice System

Individuals in Hernando County who are at risk of entering or re-entering the criminal justice system share a consistent set of behavioral health and socioeconomic challenges. Unmet mental health and substance use remain central factors, often compounded by limited access to care, provider shortages, and reliance on emergency services during periods of crisis. Recent local data further illustrates the scale of need. As shown in Figure X, Hernando County recorded between 1,201 and 1,596 involuntary mental health examinations annually over the past five fiscal years, with young adults ages 18–24 consistently representing approximately 9% to 10.5% of all cases reinforcing that crisis-level behavioral health needs remain consistent over time, with significant involvement from both law enforcement and healthcare systems.<sup>7</sup> A substantial portion of these examinations are initiated by law enforcement and health professionals, reflecting the extent to which crisis response systems are managing behavioral health needs in the community.

| Fiscal Year | All Ages | Percent of Total |        |        |       | Percent of Total by Initiator Type |                     |          |
|-------------|----------|------------------|--------|--------|-------|------------------------------------|---------------------|----------|
|             |          | <18              | 18-24  | 25-64  | 65+   | Law Enforcement                    | Health Professional | Ex-Parte |
| 2024-2025   | 1,259    | 30.10%           | 10.48% | 51.71% | 7.23% | 43.37%                             | 45.75%              | 10.88%   |
| 2023-2024   | 1,346    | 36.53%           | 9.43%  | 45.51% | 7.72% | 52.23%                             | 37.30%              | 10.55%   |
| 2022-2023   | 1,280    | 32.19%           | 10.55% | 49.77% | 6.95% | 57.58%                             | 33.52%              | 8.91%    |
| 2021-2022   | 1,201    | 32.89%           | 9.49%  | 49.13% | 7.83% | 56.37%                             | 33.89%              | 9.74%    |
| 2020-2021   | 1,596    | 28.82%           | 10.40% | 52.88% | 7.46% | 57.21%                             | 35.09%              | 7.71%    |

Figure X - University of South Florida. Baker Act Annual Report: Hernando County Data Tables (FY 2020–2025).<sup>7</sup>

Mental health conditions frequently go untreated or undertreated, contributing to repeated instability. Individuals experiencing serious mental illness may cycle through short-term crisis stabilization without consistent follow-up care, increasing the likelihood of continued system involvement. Substance use further intensifies this risk. Opioids, methamphetamine, and alcohol misuse are common among justice-involved individuals, and co-occurring conditions are widespread. Limited access to detoxification services, medication-assisted treatment (MAT), and long-term recovery support make sustained stabilization difficult, increasing the likelihood of relapsing and re-arrest.

A smaller but high-impact group of individuals, often referred to as high utilizers, cycle repeatedly through emergency departments, crisis services, and the jail. These individuals typically present complex needs, including chronic behavioral health conditions, substance use disorders, housing instability, and limited support networks. Without coordinated care and case management, they are more likely to experience ongoing crises and repeated system contact.

Individuals without stable housing often struggle to engage in treatment, maintain employment, or comply with court requirements. This instability can lead to low-level, non-violent offenses tied to basic survival needs and increases the likelihood of continued justice system involvement, particularly during reentry when housing options are limited.<sup>21</sup>

Economic conditions further influence these patterns. Lower household incomes and financial instability can limit access to healthcare and delay treatment, contributing to worsening conditions over time. These challenges are often interconnected, reinforcing reliance on crisis systems rather than preventive or ongoing care.<sup>19</sup> Individuals may remain in custody pretrial due to financial constraints or face difficulty complying with supervision requirements upon release.<sup>17</sup> For those with behavioral health conditions, even short disruptions in treatment, housing, or employment can increase the risk of further involvement.<sup>21</sup> Together, these factors contribute to a pattern in which individuals move between crisis services, the justice system, and the community without sustained stabilization.

Addressing the challenges faced by individuals with mental health and substance use disorders will require a more coordinated and consistent approach across the full continuum of care. This includes improving access to a range of treatment options from crisis stabilization and detoxification to outpatient services, medication-assisted treatment, and long-term recovery support so individuals can receive the level of care that matches their needs at the right time.

<sup>21</sup> Florida Department of Health, Florida HealthCHARTS (Incarceration Rates, Hernando County); Florida Department of Corrections, *Recidivism Report* (2017–2019 Cohorts).

## **TAB 4. Project Design & Implementation**

### **4.4.1.1. Description of Planning Council**

The Hernando County Board of County Commissioners established the Public Safety Coordinating Council (PSCC) on December 6, 2014, in accordance with §951.26, F.S., to guide local efforts to improve outcomes for individuals with mental illness (MI), substance use disorders (SUD), and co-occurring disorders (COD) who are involved in, or at risk of entering, the criminal justice system. The Council serves as the primary coordinating body for cross-system planning and collaboration, with a focus on strengthening diversion, improving system coordination, and expanding access to care.

The PSCC was intentionally structured to bring together a broad and balanced group of stakeholders, consistent with §394.657(2)(a), F.S. Membership includes representatives from the Hernando County Health and Supportive Services staff, criminal justice system, behavioral health providers, healthcare systems, and community-based organizations, ensuring that efforts are informed by both operational experience and community perspective.

Hernando County has made a concentrated effort to ensure that the PSCC composition aligns with the statutory requirements outlined in § 394.657(2)(a), F.S., including representation from criminal justice, behavioral health, and consumer stakeholders. Judicial participation in the PSCC has been limited due to scheduling constraints, including full court dockets and competing judicial responsibilities. This has been a recurring gap acknowledged by Hernando County Health and Supportive Services. It is anticipated that, through the planning grant process, enhanced engagement of judiciary staff can be achieved to strengthen cross-system collaboration and support more effective program implementation. If any gaps in representation are identified during the initial planning phase, the County will take immediate steps to recruit additional members to ensure full compliance. This may include outreach to advocacy organizations, peer support networks, and underrepresented stakeholder groups. The County anticipates achieving full compliance within the first 60 days of the grant period, with formal appointments and participation documented through meeting records and membership rosters.

Law enforcement agencies play a central role on the Council, offering insight into first-response practices, arrest decision-making, and opportunities for pre-arrest diversion. Representatives from the Hernando County Sheriff's Office and local police departments contribute to the development of Crisis Intervention Team (CIT) strategies and other diversion-focused approaches at the point of initial contact.

The judiciary is also represented, including members of the courts and court administration, who provide guidance on court processes and help identify opportunities to expand treatment-based alternatives to prosecution. Their involvement is critical to ensure that diversion strategies align with judicial procedures and can be implemented effectively within the court system.

Additional criminal justice partners include the State Attorney's Office, Public Defender's Office, and the Florida Department of Corrections. These partners help shape post-arrest diversion strategies and ensure that legal and supervision considerations are incorporated into program design. Leadership from the Hernando County Detention Center also participates, providing valuable perspective on jail operations, intake processes, and the identification and management of individuals with behavioral health needs while in custody.

Behavioral health representation includes licensed mental health and substance use treatment providers, including those funded through the Florida Department of Children and Families. These members contribute clinical expertise, insight into service capacity, and a clear understanding of gaps in the local treatment system. Participation from hospitals and emergency medical services further strengthens the Council's ability to address crisis response, emergency department utilization, and inpatient care needs. The PSCC also includes community-based organizations that provide services related to housing, employment, and other social determinants of health—factors that are essential to long-term stability and successful diversion.

Importantly, the Council includes individuals with lived experience, including people who have navigated the behavioral health and justice systems, as well as family members when possible. Their perspectives help ensure that planning efforts remain grounded in real-world experience, highlighting barriers to care and opportunities to improve engagement. This inclusion supports a more practical, person-centered approach to system improvement.

PSCC Members as of January 2026 Meeting –

| Organization                                      | Participant                | Position                                             |
|---------------------------------------------------|----------------------------|------------------------------------------------------|
| Hernando County BOCC Health & Supportive Services | Veda Ramirez (facilitator) | Director                                             |
| Hernando County BOCC Health & Supportive Services | Erik Rizzo                 | Mental Health & Substance Abuse Data Analyst         |
| Hernando County BOCC Health & Supportive Services | Wendy Godfrey              | Mental Health & Substance Abuse Resource Coordinator |
| Hernando County BOCC                              | Stephen Pasquale,          | MHSA Resource Coordinator                            |
| Hernando County BOCC                              | Jerry Campbell             | Commissioner, Chairman                               |
| Hernando County Sheriff's Office                  | Juliana Covey              | Deputy Sheriff                                       |
| Hernando County Sheriff's Office                  | John Cameron               | Captain                                              |
| Hernando County Sheriff's Office                  | Shelby Bishop              | Assistant Director of Medical Services               |
| Lutheran Services Florida Health System           | Lesley Hersey              | Community Engagement Specialist                      |
| Mid Florida Homeless Coalition                    | Coreen Garrity             | Outreach Case Manager                                |
| State Attorney's Office, Fifth Judicial Circuit   | Conrad Juergensmeyor       | Assistant State Attorney                             |
| Hernando County Judge                             | Vacant                     |                                                      |
| Fifth Judicial Circuit Judge                      | Vacant                     |                                                      |
| BayCare Behavioral Health                         | Sandra Marrero             | Clinical Manager                                     |
| BayCare Behavioral Health                         | Cody Bauer                 | Licensed Mental Health Counselor (LMHC)              |
| BayCare Behavioral Health                         | Elisia Burse               | Supervisor Behavioral Health Program                 |
| FL Department of Corrections                      | Jeffrey King               | Fifth Judicial Circuit Administrator                 |
| FL Department of Corrections                      | Mathew Shelby              | Deputy Circuit Administrator                         |
| FL Department of Corrections                      | Samuel Flynn               | Correctional Probation Officer Supervisor            |
| Court Administration                              | Katie Mosley -Rusha        | Treatment Supervisor                                 |
| Juvenile Probation                                | Roberta Ellis              | Juvenile Probation Officer Supervisor                |
| Hernando Community Coalition                      | Tresa Watson               | Executive Director                                   |
| Dawn Cener Hernando                               | Jasmyn Moreno              | Shelter Advocate                                     |
| Hernando Fire Rescue/Community Paramedicine       | John Pearson               | EMS Manager/MIH – CP Coordinator                     |
| Hernando Fire Rescue/Community Paramedicine       | John Kinzie                | CP Paramedicine Paramedic                            |
| Public Defenders Office                           | Dillon Vizcarra            | Assistant Public Defender                            |
| Family Member Consumer Community Treatment        | Tina Kinney                | Family of Consumer                                   |
| Premier Community Health Care Group               | Yvonne Kelly Montell       | Grant Manager                                        |
| Primary Consumer of Substance Abuse               | Stephanie McCann           | Consumer                                             |
| Primary Consumer Mental Health                    | Vacant                     |                                                      |
| Operation PAR                                     | Nicole Gibson              | Counselor                                            |

The Public Safety Coordinating Council meets quarterly and is committed to meet regularly throughout the planning grant period of performance to serve as the primary body responsible for guiding the needs assessment, identifying system gaps, and developing the Strategic Plan. Through its diverse and representative composition, the Council will ensure that planning efforts are collaborative, comprehensive, and aligned with statutory requirements, ultimately supporting the development of an effective and sustainable diversion system.

#### 4.4.1.2. Planning Council Activities

Members of key stakeholder groups represented in the PSCC membership have been meeting regularly in the past 12 months through various regularly scheduled community meetings where law enforcement, criminal justice, behavioral health and other community stakeholders collaborate.

The PSCC activities under the CJMHSA grant include:

- Participate in and support the Sequential Intercept Mapping (SIM) process
- Establish shared data priorities and performance indicators
- Support and develop data-sharing agreements
- Review performance data on regular basis
- Review and validate findings from the needs assessment
- Identify priority gaps and target populations
- Use data to inform continuous quality improvement
- Guide development of diversion strategies and system improvements
- Ensure alignment with state CJMHSA priorities and reporting requirements
- Support development and adoption of the Strategic Plan
- Aid in the identification of funding opportunities (local, state, federal) for program sustainment
- Support braiding/blending of funding streams
- Ensure strategies developed under the CJMHSA program are sustainable beyond the grant period
- Maintain PSCC as an ongoing coordinating body for system improvement

**Table I - Regularly Scheduled PSCC Meetings**

|                                                     |
|-----------------------------------------------------|
| April 18, 2025                                      |
| July 18, 2025                                       |
| October 17, 2025                                    |
| January 16, 2026                                    |
| April 17, 2026                                      |
| 3 <sup>rd</sup> Quarter 2026 Meeting (July 2026)    |
| 4 <sup>th</sup> Quarter 2026 Meeting (October 2026) |
| 1 <sup>st</sup> Quarter 2027 Meeting (January 2027) |
| 2 <sup>nd</sup> Quarter 2027 Meeting (April 2027)   |

**Table II – Planning Grant Meetings (if awarded)**

|                                                          |
|----------------------------------------------------------|
| Monthly (12) Planning Grant Competitive Meetings         |
| 6 Needs Assessment Committee Meetings (bi-monthly)       |
| 1 (2 Day) SIM Workshop                                   |
| 6 Strategic Planning Meetings                            |
| 1 Focus Group Meeting                                    |
| Additional meetings to be scheduled as needed/identified |

#### 4.4.2. Timeline

**Table III**

| Milestone                                                                                                                                                                                             | Timeline                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| Grant Contract execution with Florida Department of Children and Families                                                                                                                             | Within 30 days of receipt of final grant agreement         |
| Contract execution with University of South Florida, College of Behavioral & Community Services for SIM, Needs Assessment, Strategic Plan and training to be provided.                                | Within 60 days of receipt of final grant agreement         |
| Contract execution with 'CJMHSA Project Coordinator' position                                                                                                                                         | Within 60 days of receipt of final grant agreement         |
| Establishment of formal partnerships, as evidenced by legally binding agreements with minimum of three agencies outlining project involvement, match contributions (as applicable) data sharing, etc. | Within 60 days of execution of final grant agreement       |
| Completion of needs assessment and identification of Target Population and disorders to be addressed                                                                                                  | Within 90 days of execution of final grant agreement       |
| Competition of data sharing, collection and reporting methodologies among partners and the CJMHSA TAC                                                                                                 | Within 90 days of execution of the final grant agreement   |
| Completion of SIM and Needs Assessment with USF, College of Behavioral & Community Services                                                                                                           | Within 180 days of execution of the final grant agreement. |

#### 4.4.2.1. Needs Assessment

Hernando County has implemented several strategies to address the intersection of behavioral health and the criminal justice system, including the use of specialty court programs to divert eligible individuals into treatment. The Adult Drug Court Program provides structured, court-supervised outpatient treatment and case management for non-violent offenders, including regular court appearances, drug testing, and participation in counseling and peer support. In 2025, the program served 70 participants, with 26 successful completions; however, only two participants were between the ages of 18 and 25.<sup>22</sup>

The Mental Health Court offers a similar alternative for individuals with diagnosed mental health conditions, combining judicial oversight with treatment referrals and case management. In 2025, the program served 31 participants, including five within the target population, with 15 successful completions.<sup>22</sup> For younger individuals, the County operates a Youth Court program focused on early intervention through a peer-based diversion model that emphasizes accountability and community engagement.

Despite these efforts, capacity remains limited relative to the level of need. Participation among young adults is low, and program size restricts the number of individuals who can be served. Many participants present with co-occurring conditions that require more comprehensive services than are currently available. Limited access to community-based treatment, waitlists, and gaps in coordination contribute to delays in care and incomplete service delivery. The discontinuation of a prior dependency program due to resource constraints reflects ongoing challenges in sustaining specialized services for high-need populations.

A more complete understanding of system performance, service gaps, and population needs is necessary to guide future planning. To support this effort, Hernando County will partner with the University of South Florida to conduct a comprehensive needs assessment focused on individuals with mental illness, substance use disorders, and co-occurring conditions involved in the justice system.

The assessment will include quantitative analysis of local data such as jail intake information, arrest records, Baker Act utilization, emergency department visits, and recidivism trends. This data will be analyzed to identify patterns, service utilization, and high-need populations. Qualitative input will be collected through interviews, focus groups, and surveys with stakeholders across law enforcement, courts, healthcare providers, and community organizations, along with individuals with lived experience.

A Sequential Intercept Mapping workshop will be conducted to examine how individuals move through the system and to identify key decision points and opportunities for intervention. Findings from all components will be combined into a gap analysis identifying limitations in service capacity, access to care, coordination, and reentry support.

The results of the needs assessment will inform the development of a strategic plan outlining targeted improvements in diversion, treatment access, and system coordination. This process will provide a structured foundation for strengthening local capacity and improving outcomes for individuals with behavioral health needs.

#### 4.4.2.2. Proposed Methodology

Hernando County will use a structured approach to identify and align funding and resources that support individuals with mental illness, substance use disorders, and co-occurring conditions. This effort will be informed by the needs assessment and guided by the Sequential Intercept Model (SIM), displayed previously in Figure IX, to ensure resources are considered across all points where diversion and treatment opportunities exist. The focus is on improving coordination, reducing inefficiencies, and strengthening access to community-based services.

In partnership with the University of South Florida, the County will begin with an inventory of existing behavioral health, substance use, and justice-related services available to the target population. This will include information on service types, eligibility, capacity, funding sources, and geographic coverage to establish a clear picture of current resources.

A resource mapping process will follow to identify service gaps and opportunities to better utilize existing assets. Coordination with the Florida Department of Children and Families will help ensure alignment with the regional system of care and identify options to strengthen services through existing funding streams.

The County will then conduct a funding and resource analysis to assess how current investments align with community needs. This will identify gaps, overlaps, and barriers such as eligibility requirements, waitlists, and

<sup>22</sup> Hernando County – Fifth Judicial Circuit – Programs & Services - <https://www.circuit5.org/courts-judges/hermando-county/programs-services/>

service accessibility. Opportunities to better coordinate funding across behavioral health, criminal justice, healthcare, and social services will also be explored to improve continuity of care.

Stakeholders, including system partners and service providers, will be engaged throughout the process to review findings and help identify practical improvements. Input from these partners will support the development of strategies to strengthen referral pathways, expand service capacity, and improve coordination across systems.

The County will also examine operational and structural factors that affect service delivery, including communication processes, coordination practices, and system workflows. Based on this review, recommendations will be developed to improve collaboration, clarify roles among partners, and support more consistent screening, referral, and service connection practices.

This process will result in a resource and funding alignment strategy that identifies how existing resources can be used more effectively and where additional investment is needed. The findings will guide the development of a strategic plan focused on improving coordination, expanding access to care, and supporting diversion from the justice system.

#### **4.4.2.3 Project Design & Implementation**

The proposed project focuses on improving coordination between the criminal justice and behavioral health systems to better serve young adults ages 18–25 with mental health, substance use, or co-occurring needs. The effort is centered on strengthening connections to appropriate services for individuals who are already involved in, or at risk of entering, the justice system.

Using the Sequential Intercept Model (SIM) as a framework, the project will identify service gaps, expand diversion opportunities, and improve coordination across systems.

**Needs Assessment** - A comprehensive needs assessment will combine analysis of local data with input from system partners. This will include jail intake data, arrest records, Baker Act activity, emergency department utilization, and recidivism trends. Stakeholder engagement, including law enforcement, courts, behavioral health providers, and community organizations will help identify service gaps and system challenges across key interceptions.

**Partnerships and System Coordination** - The project will formalize collaboration among key partners, including the Hernando County Sheriff's Office, BayCare Behavioral Health, the Office of the State Attorney (Fifth Judicial Circuit), and the Public Defender's Office (Fifth Judicial Circuit). These partnerships will support improved coordination, more consistent referral processes, and better access to services.

**Data and Performance Tracking** - Participating agencies will implement a shared approach to data collection and reporting using secure, HIPAA-compliant systems. Common performance measures will focus on service engagement, reduced justice system involvement, and improved access to treatment.

**Strategic Planning** - Findings from the assessment will inform a Strategic Plan with clear priorities and implementation steps. The plan will focus on diversion, access to care, care coordination, and reentry support, while identifying funding strategies to support long-term sustainability.

The project will be carried out over a 12-month period using a phased approach:

##### **Phase 1: Project Initiation and Partnership Development**

- Establish project leadership through the Public Service Coordinating Council (PSCC)
- Finalize partnership agreements
- Begin developing the data collection framework and identifying key data sources

##### **Phase 2: Needs Assessment and Data Analysis**

- Conduct data analysis and gather stakeholder input
- Identify service gaps, system barriers, and priority needs
- Review and confirm findings with partner groups

##### **Phase 3: Strategy Development**

- Develop targeted, practical strategies to address identified gaps
- Focus on diversion, access to treatment, care coordination, and reentry supports
- Align strategies with available resources and system capacity

##### **Phase 4: Strategic Plan Development and Finalization**

- Draft and finalize the Strategic Plan
- Establish clear priorities and performance measures
- Prepare for the transition to implementation and future funding opportunities

Hernando County will serve as the lead coordinating entity, providing overall oversight, bringing partners together, and helping ensure that efforts stay aligned across systems. Regular meetings and data reviews with the PSCC and community partners will support ongoing collaboration, transparency, and accountability. Overall, this project is designed to take a clear, practical look at current system challenges and identify solutions that can realistically be put into place. By strengthening partnerships, improving how data is shared and used, and better aligning existing resources, the County will be in a stronger position to expand diversion efforts, improve access to behavioral health services, and reduce repeated involvement in the criminal justice system.

#### **4.4.2.4. Strategy for Coordination, Communication & Data Sharing**

A CJMHSA Focus Group, composed of representatives from law enforcement, the judiciary, detention center administration, behavioral health providers, hospitals, emergency responders, and community-based organizations, will guide planning activities and support coordinated decision-making. Targeted workgroups may be established to address specific areas such as diversion, data, and resource coordination.

A structured communication approach will support regular information sharing among partners. This will include scheduled meetings, progress updates, and working sessions to review findings, confirm priorities, and coordinate next steps. Clear communication protocols will ensure partners remain informed of key decisions, timelines, and responsibilities, while also supporting coordination at critical points of system contact.

Formal data-sharing agreements will be developed to allow secure exchange of information in compliance with applicable federal and state requirements, including HIPAA and 42 CFR Part 2. This effort will be coordinated by the CJMHSA Project Coordinator, who will work with partner agencies to define data elements, establish roles and responsibilities, and ensure appropriate data security standards. Standardized data collection and reporting practices will also be developed to support consistent tracking of indicators such as service utilization, diversion, and treatment engagement.

The County will implement processes for routine data sharing and cross-system reporting to support coordination and monitoring. Ongoing coordination with state partners will help align efforts with the broader system of care and support access to existing data resources. Data will be reviewed regularly by project leadership and workgroups to monitor progress, identify trends, and inform adjustments to strategies and operations.

#### **4.4.4. Performance Measures**

##### **4.4.4.1. Process for Collecting Performance Measurement Data**

The proposed project will meet all required Planning Grant performance measures and establish a clear framework for tracking progress and outcomes.

- A comprehensive needs assessment will be completed within 90 days of grant execution. This will be conducted in coordination with the University of South Florida and will include data analysis, stakeholder input, and system mapping to identify the target population (ages 18–25) and priority behavioral health needs.
- Formal agreements (MOUs/MOAs) with at least three partner agencies will be executed within 60 days. Preliminary coordination with key partners has already occurred to support timely completion.
- Standardized data collection, sharing, and reporting processes will be established within 90 days in coordination with project partners and the CJMHSA Technical Assistance Center.
- A Strategic Plan will be completed within 365 days, informed by assessment findings, the Sequential Intercept Model, and partner input.

Data will be collected using secure, HIPAA-compliant systems and standardized assessment tools to monitor service engagement and outcomes over time. Information will be reviewed regularly to track performance and support adjustments as needed.

Key Performance Indicators include:

- Number and demographics of individuals ages 18–25 served
- Changes in arrests, law enforcement contacts, and recidivism
- Utilization of mental health and substance use treatment services
- Linkage to community-based care
- Engagement and retention in services
- Changes in mental health, substance use, and overall stability (e.g., housing, employment)
- Use of crisis services, including emergency departments and involuntary examinations

Performance data will be reviewed on a routine basis by the Public Safety Coordinating Council (PSCC) to monitor progress and inform decision-making. Regular reviews will support ongoing adjustments to improve coordination and outcomes across partner agencies.

This approach supports consistent tracking of results and alignment with state reporting requirements while providing actionable information to guide system improvements.

#### 4.4.4.2. / 4.4.4.3. Targets & Methodologies

**Goal #1:** Create need-based, data-informed strategic action plan to increase Hernando County's capacity to divert adults with a mental illness, substance abuse or co-occurring disorder from arrest, prosecution, or incarceration and into treatment and support services and to provide incarcerated individuals with such disorders with treatment during incarceration and post-release.

Table IV

| Performance Measures #1: |                                                                                                           | Conduct the Sequential Intercept Mapping (SIM) and the needs assessment.                                                                                                                                                                                                                                                                                        |                                                                       |                                                                       |
|--------------------------|-----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|-----------------------------------------------------------------------|
|                          | Task                                                                                                      | Methodology                                                                                                                                                                                                                                                                                                                                                     | Key Partners                                                          | Target Completion Date                                                |
| 1.1                      | Conduct SIM workshop                                                                                      | Agenda from the mapping, sign-in sheets to document participation, and the final report provided by USF's CJMHSA TAC<br><br>1. SIM workshop process to include the intercept map, identification of strengths, needs, and priorities for change.<br>2. Utilize results of mapping process as foundation for development of comprehensive strategic action plan. | 1. USF CJMHSA TAC<br>2. Hernando County PSCC<br>3. Community Partners | Workshop conducted within 90 days or earlier of final grant agreement |
| 1.2                      | Conduct a current and thorough needs assessment, including clear delineation of the target population(s). | The needs assessment and identification of the target population are completed within 90 days of the final grant agreement (E.1.1.1.)<br><br>1. Utilize Hernando PSCC and committees to include:<br>a. Review of existing data<br>b. Survey(s)<br>c. Focus group(s)<br>d. Key informant interview(s)                                                            | 1. USF CJMHSA TAC<br>2. Hernando County PSCC<br>3. Community Partners | Within 90 days of execution of final grant agreement                  |

Table V

| Performance Measures #2: |                                                                                                                                      | Create and maintain ongoing stakeholder support and service coordination.                                                                                                                                                                                              |                                                              |                                                                                                 |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
|                          | Task                                                                                                                                 | Methodology                                                                                                                                                                                                                                                            | Key Partner                                                  | Target Completion Date                                                                          |
| 2.1                      | Involve key stakeholders, including potential sources of subject matter expertise and funding in planning actions.                   | Planning grant committee meeting with representation from criminal justice areas, behavioral health agencies, consumers, and family members.<br><br>1. Meeting minutes will document participation of members, frequency of meetings, and content within the meetings. | Hernando County, Director of Housing and Supportive Services | First meeting of the Planning Grant/Strategic Planning Committee within 30 days of grant award. |
| 2.2                      | Provide key stakeholders with expert consultation and education on specific approaches and their link to best known effective mental | 1. Quarterly Presentations by community experts at PSCC meetings and feedback.<br><br>2. Quarterly reports to include:<br>a. Summary of the presentations                                                                                                              | Hernando County, Director of Housing and                     | Quarterly                                                                                       |

|     |                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                         |                                                              |                                                           |
|-----|----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|-----------------------------------------------------------|
|     | health and substance abuse treatment practices, diversion strategies, and recovery-oriented services.                                  | b. Written feedback from stakeholders in PSCC meetings                                                                                                                                                                                                                                                                                                                  | Supportive Services                                          |                                                           |
| 2.3 | Establish formal partnerships among agencies to provide and coordinate services.                                                       | Establishment of formal partnerships, as evidenced by legally binding agreements, with a minimum of three agencies (i.e., law enforcement, homeless coalitions, treatment providers, courts, schools, etc.), within 60 days of execution of the final Grant Agreement. (E.1.1.2.)<br><br>Obtain legally binding agreements, Memorandum of Understanding (MOU) documents | Hernando County, Director of Housing and Supportive Services | Within 60 days of execution of the final Grant Agreement. |
| 2.4 | Derive methodologies for sharing data and information among partners.                                                                  | Completion of data sharing, collection and reporting methodologies among partners and the CJMHSA TAC within 90 days of execution of the final Grant Agreement. (E.1.1.3.)<br><br>1. Adoption of best practices and lessons learned from other grantees through USF CJMHSA TAC.<br>2. County data collection, sharing and reporting protocols.                           | Hernando County PSCC                                         | Within 90 days of execution of the final Grant Agreement. |
| 2.5 | Evaluate the proposed planning activities identified in the application monthly and quarterly to determine progress toward milestones. | Creation of monthly and quarterly progress reports for project status updates.<br><br>1. The Planning Grant/Strategic Planning Committee will assist the Project Coordinator in tracking required tasks and timelines                                                                                                                                                   | Hernando County, Director of Housing and Supportive Services | Monthly and Quarterly                                     |

Table VI

| Performance Measures #3: |                                                                                                               | Develop the Strategic Plan and determine list of appropriate funding opportunities.                                                                                                                                                                                                                   |                                                                                     |                                                                                        |
|--------------------------|---------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
|                          | Task                                                                                                          | Methodology                                                                                                                                                                                                                                                                                           | Key Partners                                                                        | Target Completion Date                                                                 |
| 3.1                      | Develop the Strategic Plan and submit it to DCF.                                                              | The Strategic Plan is compiled within 365 days of execution of final grant agreement. (E.1.1.4.)<br><br>1. Collaborative community process through regularly scheduled meetings<br>2. Use of Sequential Intercept Mapping (SIM) and needs assessment results to set foundation for the strategic plan | 1.USF CJMHSA TAC<br>2. Hernando County, Director of Housing and Supportive Services | Within 365 days of execution of the final grant agreement                              |
| 3.2                      | Develop list of appropriate grant opportunities for identified priorities through collaborative processes and | List of opportunity summaries for potential funding options.                                                                                                                                                                                                                                          | Hernando County, Director of Housing and                                            | Within 60 days of final SIM report, initial list of funding opportunities submitted to |

|  |                                                   |                                                                                          |                     |                                            |
|--|---------------------------------------------------|------------------------------------------------------------------------------------------|---------------------|--------------------------------------------|
|  | develop plan to leverage other sources of funding | Evaluation matrix to be used by the planning grant committee to rank best opportunities. | Supportive Services | planning grant committee for consideration |
|--|---------------------------------------------------|------------------------------------------------------------------------------------------|---------------------|--------------------------------------------|

## **TAB 5. Approach & Capability**

### **4.5.1. Target Population**

The proposed project will serve adults in Hernando County who are involved in, or at risk of involvement in, the criminal justice system and who have mental health, substance use, or co-occurring conditions. The primary focus is on individuals ages 18–25 who encounter the system at key points, including law enforcement encounters, jail intake, court processing, and reentry to the community.

This population includes individuals experiencing behavioral health crises, many of whom have had little or no connection to ongoing treatment. It also includes those appropriate for diversion, as well as individuals with more complex needs such as repeated arrests, prior Baker Act involvement, homelessness, unemployment, or limited access to healthcare. These factors can make it difficult to engage in services and contribute to ongoing system involvement.

The project will prioritize individuals who face barriers to care, including lack of insurance, unstable housing, transportation challenges, and difficulty navigating services. Efforts will focus on improving coordination and continuity of care to support engagement beyond initial contact.

Activities will be guided by a Sequential Intercept Mapping (SIM) process, previously displayed as Figure IX, which will be used to examine how individuals move through the system, identify gaps, and establish priorities for improvement. This process will result in a strategic plan that outlines practical steps to strengthen diversion, access to treatment, and system coordination.

Local and national data indicate a high prevalence of behavioral health needs among justice-involved individuals, reinforcing the need for improved access to community-based care and coordinated responses across systems.<sup>27</sup>

Services will be delivered in a manner that is responsive to individual needs and accessible to all eligible participants. The overall focus is on improving access to care, reducing repeat system involvement, and strengthening coordination across agencies.

### **4.5.2. Capability & Experience**

The County has demonstrated strong leadership in cross-system collaboration, working closely with the Hernando County Detention Center, the Hernando County Sheriff's Office (HCSO), the judiciary, and community-based behavioral health providers. These efforts are aligned with the SIM and include participation in community health assessments, strategic planning initiatives, and system mapping activities that identify service gaps and improve coordination across intercept points.

Funding administered by the Hernando County Health and Human Services Department provides a diverse array of services to assist with resolving health and human services needs and to improve residents' quality of life through direct services, advocacy and community networking. The department is responsible for the coordinating, evaluating and monitoring all health and human service contracts, activities, programs and grants provided to or by Hernando County through state-mandated programs and/or other providers. The department's goal is to provide interim assistance to residents and to promote social and economic self-sufficiency. The department oversees the processing of several unfunded state mandates such as, Health Care Responsibility Act (HCRA), Medicaid Reimbursement, Juvenile Detention Cost Sharing, Baker Act Services, Financial Responsibility for Medical Services of Person Arrested, Child Protection Team Medical Examination, and the Disposition of Dead Bodies mandate in accordance with Florida Statutes. Health and Human Services assist and provide access for residents to register for employment and training opportunities and programs, serves as a Certified Assistant Site for Florida Kid Care, Certified Application Counselors for Affordable Care Act, and Access Florida Platinum Partner for Department of Children and Families. The department recently completed training for SSI/SSDI Outreach, Access, and Recovery (SOAR), designed to increase access to Social Security Administration Disability benefits Supplemental Security Income and Social Security Insurance for eligible adults who experiencing or at risk of homelessness and have a mental illness, medical impairment and or a co-occurring substance use disorder.

For the proposed project, BayCare Behavioral Health (herein BayCare) will serve as a partnering agency, as demonstrated in the submitted letter of commitment as seen in Tab 6. Collaboration with BayCare is based on their presence in Hernando and the Tampa Bay region as the largest full-service, community-based health care system. BayCare facilities are widespread throughout Hernando and the surrounding counties and provide comprehensive

services for mental health and addiction related services. This collaborative team recognizes the importance of sharing relevant information and data to improve treatment coordination and efficacy. The Hernando County BOCC and BayCare have existing partnership agreements with regards to data sharing and several other grants which outline the roles of each, reporting requirements, expectations and a demonstrated success in the community which is crucial for the deployment and effective delivery of this project.

The Hernando Community Coalition (HCC) will also serve as a partner on the proposed project. HCC is a community-based organization focused on improving health and safety outcomes through prevention, education, and collaboration. The coalition brings together local stakeholders—including schools, healthcare providers, law enforcement, nonprofit organizations, and community members—to address priority issues such as substance abuse prevention, youth development, and mental health awareness. The coalition plays a key role in coordinating community-wide initiatives, sharing data, and promoting evidence-based strategies to reduce risk factors and strengthen protective factors, particularly among youth and families. Through outreach, training, and prevention programming, the Hernando Community Coalition supports efforts to reduce substance use, delay onset of risky behaviors, and connect individuals to needed services. Its collaborative approach helps align resources across systems and contributes to broader county efforts to improve behavioral health outcomes and prevent future justice system involvement.

Hernando County Sheriff's Office provides service to the community pursuant to Chapter 30.F.S.S.(2012). The Hernando County Sheriff's Office is committed to responding to the needs of citizens of Hernando County. Hernando County Sheriff's Office mission is to maintain peace and order, safeguard life and property and protect individual rights through the delivery of professional services. HCSO also has a longstanding history of successfully implementing and managing grants from agencies such as Florida Department of Law Enforcement and Bureau of Justice Administration.

#### **4.5.2.1. Previous participation in CJMHSA Grants**

##### **4.5.2.1.1**

Hernando County previously participated in the 2016 and 2017 CJMHSA planning grants awarded to Lutheran Services Florida Health Systems, which served as the designated lead agency for the County by the Board of County Commissioners. Through this partnership, the County was actively involved in the needs assessment process and the development of a regional strategic plan, contributing staff time, coordination support, and matching funds. Hernando County also continued its involvement during the 2020 CJMHSA Implementation and Expansion Grant, supporting project activities and cross-system collaboration efforts.

Building on this experience, Hernando County has demonstrated the ability to work effectively across agencies, manage grant-funded initiatives, and support data-driven, evidence-based planning efforts. These prior engagements have strengthened local partnerships and positioned the Hernando County Board of County Commissioners to successfully lead the proposed project and achieve its objectives while advancing long-term system improvements.

- Planning Grant participating partner - Adults (2016) - \$58,313
- Planning Grant participating partner - Juvenile (2017) - \$100,000
- Implementation & Expansion Grant participating partner - Juvenile (2020-2023) - \$1,200,000

##### **4.5.2.1.2**

- 2016 – Hernando Adults – Individuals served NA
- 2017 – Hernando Juvenile – Individuals served NA
- 2020 – 2023 – Hernando Juvenile – 231 individuals served

| <b>Target # of Participants</b>                                  |                       |                       |                       |              |
|------------------------------------------------------------------|-----------------------|-----------------------|-----------------------|--------------|
|                                                                  | <b>Program Year 1</b> | <b>Program Year 2</b> | <b>Program Year 3</b> | <b>Total</b> |
| D-2.1<br>Individuals Enrolled                                    | 50                    | 50                    | 50                    | 150          |
| D-2.2. Participating<br>Primary Care<br>Professionals<br>Trained | 10                    | 10                    | 10                    | 30           |

#### 4.5.2.1.3

- 2016 Planning Grant – Adult
- 2017 Planning Grant – Juvenile
- 2020 Implementation & Expansion Grant - Juvenile

| <b>2016 Adult Planning Grant - Performance Measures and Outcomes</b> |                                                 |                       |                                                                                                                                                                                                                                 |
|----------------------------------------------------------------------|-------------------------------------------------|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Performance Measure</b>                                           | <b>Target Date</b>                              | <b>Date Completed</b> | <b>Outcome</b>                                                                                                                                                                                                                  |
| (E-1.1) Needs assessment                                             | Within 90 days of execution of Grant Agreement  | 4/28/17               | 100% Completed. Evidenced by 1 completed assessment within 90 days of grant execution.                                                                                                                                          |
| (E-1.1) Identification of the target population                      | Within 90 days of execution of Grant Agreement  | 2/1/17-4/28/17        | 100% Completed. Adults with mental illness, substance abuse, or co-occurring disorders at risk for or already involved in the criminal justice. Need evidenced in needs assessment completed within 90 days of grant execution. |
| (E-1.2) Established formal partnership #1:                           | Within 180 days of execution of Grant Agreement | 7/31/17               | 100% Completed. 2 MOUs established specifically for this project with LifeStream and BayCare by the deadline of 7/31/17. Evidenced by copies provided to the Department in quarter 3 reporting.                                 |
| (E-1.2) Established formal partnership #2:                           | Within 180 days of execution of Grant Agreement | 7/31/17               | 100% Completed. 1 MOU established with Mid-Florida Homeless Coalition by 7/31/17. Evidenced by copies provided to the Department in quarter 3 reporting.                                                                        |
| (E-1.2) Established formal partnership #3:                           | Within 180 days of execution of Grant Agreement | 7/31/17               | 100% Completed. 1 MOU executed with Springbrook Hospital by 7/31/17. Evidenced by copies provided to the Department in quarter 3 reporting.                                                                                     |
| (E-1.3) Workforce Development Plan                                   | Within 270 days of execution of Grant Agreement | 10/31/17              | 100% Completed. Attached as part of the Strategic Plan document included in Appendix B - Goal 2, Objectives 3.1, 3.2, and 3.3.                                                                                                  |
| (E-1.4) Finalized strategic plan                                     | Within 365 days of execution of Grant Agreement | 2/1/18                | 100% Completed. Evidenced by copy of plan included in Appendix B.                                                                                                                                                               |

| <b>2017 Juvenile Planning Grant - Performance Measures and Outcomes</b> |                                                 |                  |                                                                                                                                                                                                                                                                                    |
|-------------------------------------------------------------------------|-------------------------------------------------|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Performance Measure</b>                                              | <b>Target Date</b>                              | <b>Completed</b> | <b>Outcome</b>                                                                                                                                                                                                                                                                     |
| (E-1.1) Needs assessment                                                | Within 90 days of execution of Grant Agreement  | 1/31/2018        | 100% Completed. Evidenced by 1 completed assessment within 90 days of grant execution.                                                                                                                                                                                             |
| (E-1.1) Identification of the target population                         | Within 90 days of execution of Grant Agreement  | 1/31/2018        | 100% Completed. Hernando County youth with mental illness, substance abuse, or co-occurring disorders (emotional or behavioral disorders) at risk for or already involved in the criminal justice. Need evidenced in needs assessment completed within 90 days of grant execution. |
| (E-1.2) Established formal partnership #1:                              | Within 180 days of execution of Grant Agreement | 04/27/2018       | 100% Complete. LSF Health Systems; Hernando Community Coalition; and Hernando County School District                                                                                                                                                                               |

|                                            |                                                 |            |                                                                                                |
|--------------------------------------------|-------------------------------------------------|------------|------------------------------------------------------------------------------------------------|
| (E-1.2) Established formal partnership #2: | Within 180 days of execution of Grant Agreement | 04/27/2018 | 100% Complete. LSF Health Systems; Hernando Community Coalition; and NAMI Hernando             |
| (E-1.2) Established formal partnership #3: | Within 180 days of execution of Grant Agreement | 04/24/2018 | 100% Complete. LSF Health Systems; Hernando Community Coalition; and BayCare Behavioral Health |
| (E-1.3) Workforce Development Plan         | Within 270 days of execution of Grant Agreement | 07/20/2018 | 100% Complete. Included with quarter 3 progress report.                                        |
| (E-1.4) Finalized strategic plan           | Within 365 days of execution of Grant Agreement | 10/20/2018 | 100% Completed and submitted with quarter 4 progress report.                                   |

| 2020 Juvenile Implementation & Expansion Grant – Performance Measures & Outcomes                                                                                                                                                          |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Performance Measure                                                                                                                                                                                                                       | Completed | Outcome                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Establish diversion programs and strategies for youth in Hernando County which will increase public safety, avert increased spending on the criminal justice system and improve the accessibility and effectiveness of treatment services | Completed | Programs are being completed by five different agencies within Hernando County, BayCare, NAMI Hernando, Dawn Center, Hernando Coalition and Spring Brook. The strategies include providing care coordination, wellness recovery action plan family service, teen support groups TTYs, Family Links Group, and developing partnerships with physicians and their organization for promotion of youth mental health and substance abuse integration into their practice. |
| Create and encourage collaboration among stakeholders in implementing the strategic plan and providing ongoing oversight and quality improvement activities                                                                               | Completed | A partner meeting is held monthly with the community partners and stakeholders. The meeting is to encourage bright spots and open communication amongst the partners. The Project Coordinator provides oversight. The last partner meeting was October20, 2023.                                                                                                                                                                                                        |
| Promote workforce development through additional training that addresses needs identified in the Strategic Plan.                                                                                                                          | Completed | In partnership with USF TAC training have been areas of support have been identified by the partners and will be presented to the Community Meeting for review. USF has also provided training and dates for upcoming training.                                                                                                                                                                                                                                        |

#### 4.5.2.1.4

The Public Service Coordinating Council (PSCC) has remained active and engaged in Hernando County since the implementation of the 2017 Criminal Justice, Mental Health, and Substance Abuse (CJMHS) Reinvestment Grant, demonstrating a sustained commitment to the goals and infrastructure established during that funding period. Building on the foundation created by the grant, the Council has continued to apply lessons learned, refine strategies, and implement recommended system improvements across the community. This ongoing work reflects both institutional stability and a long-term dedication to cross-system collaboration.

A key indicator of sustainability is the Council's continued role in addressing broader systemic needs, including integration with the County's transportation plan. By aligning behavioral health initiatives with transportation access, the PSCC has strengthened service accessibility, an essential factor in maintaining engagement for at-risk youth and their families.

The original 2017 grant successfully established a care coordination model in the community designed specifically for youth who are involved in, or at risk of involvement in, the criminal justice system and who present

with co-occurring mental health and/or substance use disorders. This model has proven sustainable by continuing to operate beyond the initial funding period and by remaining embedded within the local service delivery framework. It has contributed to measurable system improvements by reducing unnecessary interaction between youth and law enforcement, providing earlier and more targeted interventions, and simplifying system navigation for families, thereby improving engagement and outcomes.

In addition to direct services for youth, the program has created lasting systemic impact through capacity building within the broader healthcare community. Primary care physicians have received ongoing training to better identify and respond to youth mental health and substance use concerns. This integration of behavioral health awareness into primary care settings supports early intervention and reduces reliance on crisis-driven responses.

Program enhancements introduced since the initial grant period further demonstrate sustainability and growth. These include the addition of structured group sessions for both youth and families, which strengthen peer support, improve coping skills, and reinforce family involvement in the treatment process. These services expand the continuum of care and help maintain long-term engagement beyond initial intervention.

However, while these efforts have been sustained and effective, the County has increasingly outgrown the capacity and scope of the original implementation. Since 2017, Hernando County has experienced continued population growth, increasing demand on behavioral health and criminal justice systems, and escalating impacts from the opioid crisis. Data from the Florida Department of Law Enforcement and Florida Department of Health reflect ongoing substance use challenges, including persistent drug-related offenses and overdose trends.<sup>3/1</sup>

Further, the Bureau of Justice Statistics reports that approximately 63% of individuals in local jails nationally have substance use disorders, a trend mirrored locally by the high prevalence of behavioral health needs among individuals entering the Hernando County Detention Center.<sup>23</sup> The County's recidivism rate illustrates ongoing system strain and the continued cycling of individuals through the justice system without adequate access to treatment and support. These data demonstrate that, while the original CJMHSA-funded model created a strong foundation, the scale and complexity of current community need now exceed the capacity of prior implementation efforts.

Overall, the continued operation, expansion, and integration of these initiatives illustrate that the 2017 CJMHSA-funded program has evolved into a sustainable, community-embedded model of care. At the same time, current data clearly demonstrate the need to build upon and expand this foundation through renewed planning and investment. The next phase of work will focus on scaling successful strategies, addressing emerging gaps, and enhancing system capacity to meet growing demand. This evolution is rooted in strong interagency collaboration, adaptability to community needs, and a sustained focus on improving outcomes for vulnerable populations.

#### **4.5.2.2. Availability of resources**

Hernando County has established systems in place to effectively manage grant funding, including budgeting, procurement, compliance, and performance reporting. The County has experience managing large state and federal funding streams and has built internal processes that support accountability, transparency, and consistent oversight. Staff regularly track and report on outcomes such as service utilization, housing stability, and justice system involvement, allowing the County to monitor progress and make informed adjustments as needed.

The County also has a strong track record of working across agencies to coordinate services. Ongoing collaboration between law enforcement, corrections, behavioral health providers, housing agencies, and community organizations helps ensure a more connected approach to serving individuals with complex needs, particularly those with co-occurring mental health and substance use disorders involved in the justice system.

The Hernando County Board of County Commissioners has led a range of health and human services initiatives focused on mental health, substance use, housing stability, and public safety. This includes successfully managing multiple state and federally funded programs designed to improve access to services and support vulnerable populations.

Currently, the County administers programs such as the State Housing Initiatives Partnership (SHIP) and the Community Development Block Grant (CDBG), which play an important role in addressing housing instability and homelessness. These efforts directly support individuals who often intersect with both the behavioral health and criminal justice systems.

In addition, the County is utilizing funds from the National Opioid Settlement to expand access to treatment, prevention, and recovery services. The County also works closely with the Florida Housing Finance Corporation to support affordable housing initiatives, recognizing that stable housing is a key factor in improving behavioral health outcomes and reducing repeat involvement in the justice system.

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<sup>23</sup> Bureau of Justice Statistics. *Drug Use, Dependence, and Abuse Among State Prisoners and Jail Inmates, 2007–2009*.

#### 4.5.2.3. Anticipated Roles

The proposed planning effort in Hernando County will take a collaborative approach that brings together community partners and individuals with lived experience to help shape a more effective behavioral health and justice system. Guided by the Sequential Intercept Model (SIM), the County will actively involve advocates, peer specialists, family members, and system partners to better understand gaps in services and identify practical solutions.

Advocates, including National Alliance of Mental Illness (NAMI), Hernando, will help highlight system barriers, policy challenges, and opportunities for improvement, ensuring the project reflects current best practices in both behavioral health and criminal justice. They will participate in planning meetings, review proposed processes, and support outreach efforts to keep the community informed and engaged.

Peer specialist individuals with lived experience in mental health, substance use, and justice system involvement—will play a key role in shaping how services are delivered. Their input will ensure that diversion strategies, engagement efforts, and reentry support are realistic, accessible, and responsive to the needs of the target population. They will also provide insight into where trust breaks down between individuals and service systems, which is critical to improving participation and outcomes.

Family members and caregivers will offer another important perspective, particularly around crisis response, service coordination, and long-term stability. Their feedback will help strengthen communication, support networks, and reentry planning. The project recognizes that recovery often involves more than just the individual and will consider family needs when identifying appropriate support and wraparound services.

Key system partners including the Hernando County Detention Center, Court Administration, behavioral health providers, and the Florida Department of Children and Families, will work together to share data, align policies, and improve coordination across interceptions. These partners will be actively involved in assessing system gaps, developing solutions, and identifying sustainable strategies moving forward.

Stakeholder input will be gathered through regular workgroup meetings, interviews, and community discussions, and will directly inform the final strategic plan. This approach ensures the project is grounded in real-world experience, reflects community priorities, and builds a stronger foundation for long-term success.

#### 4.5.2.4. Role & Effort

| Role                                                                                                                                                | Level of Effort                                                       | Primary Responsibility                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Hernando County, Health and Human Services Director                                                                                                 | 59 hours during a 12-month period of performance – in kind match      | Coordinate and lead meetings of the Public Safety Coordinating Council, serve on the Needs Assessment Steering Committee, participate in Planning Grant Meetings, and play a key role in supporting the activities of the grant.         |
| Contractual Position – CJMHSA Project Coordinator-Hernando County resident with educational (MPH, CPH) and/or professional experience in healthcare | 330 hours during a 12-month period of performance – grant funds       | Execution of planning grant objectives, day-to-day oversight of the project, scheduling, coordination and dissemination of project information/data; Overall supervision will be provided by Director of Housing and Supportive Services |
| Contractual Training Provider                                                                                                                       | Provide training hours as identified and outlined in contract         | Provide training as identified and outlined in contractual agreement                                                                                                                                                                     |
| BayCare Behavioral Health, Inc. Staff (6)                                                                                                           | 20 hours each over the 12-month period of performance – in kind match | Attending planning meetings, identifying resources, and community networking.                                                                                                                                                            |
| Hernando Community Coalition                                                                                                                        | In kind match                                                         | Attending planning meetings, administrative support to the Project Coordinator, community networking, and identifying resources.                                                                                                         |

|                                                                                |                                                                                   |                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| University of South Florida, College of Behavioral Health & Community Sciences | Volunteer/no cost or non-match (per USF's DCF contract for county grant awardees) | Leading the activities in the Needs Assessment, 1.5-2-day SIM workshop, training for staff, and formulation of the county strategic plan for implementation, collaboration with Project Coordinator |
| Hernando County Sheriff's Office, Detention Center                             | At least 4 hours, non-match                                                       | Participate in PSCC meetings; share insight at planning grant meetings; data sharing as appropriate and HIPPA compliant.                                                                            |
| Hernando County Fire Rescue, Paramedicine Program                              | At least 4 hours, non-match                                                       | Participate in PSCC meetings; share insight at planning grant meetings; data sharing as appropriate and HIPPA compliant.                                                                            |
| Court Administration, Fifth Judicial Circuit                                   | At least 4 hours, non-match                                                       | Participate in PSCC meetings; share insight at planning grant meetings; data sharing as appropriate and HIPPA compliant.                                                                            |
| Florida Department of Corrections, Fifth Judicial Circuit                      | At least 4 hours, non-match                                                       | Participate in PSCC meetings; share insight at planning grant meetings; data sharing as appropriate and HIPPA compliant.                                                                            |
| Career Source Pasco Hernando                                                   | At least 4 hours, non-match                                                       | Participate in PSCC meetings; share insight at planning grant meetings; data sharing as appropriate and HIPPA compliant.                                                                            |
| National Alliance of Mental Illness, Hernando                                  | At least 4 hours, non-match                                                       | Participate in PSCC meetings; share insight at planning grant meetings; data sharing as appropriate and HIPPA compliant.                                                                            |

#### 4.5.3. Proposed Activities

##### 4.5.3.1.

The Hernando County Board of County Commissioners, in coordination with key system partners, proposes to serve the identified target population under the CJMHSA program, young adults with mental health and/or substance use disorders who are at risk of or involved in the criminal justice system. The County has the operational capacity, cross-system partnerships, and service infrastructure necessary to effectively serve both populations simultaneously.

Hernando County has an established network of behavioral health, criminal justice, and community-based providers that collectively support the young adult population. Core partners will include the Hernando County Sheriff's Office Detention Center, court administration, and community behavioral health providers presently serving the target population. These partners currently serve overlapping populations and have experience coordinating care across age groups, allowing for efficient expansion into a unified CJMHSA framework.

Hernando County has experience in cross-system collaboration and will utilize structured planning approaches, including the Sequential Intercept Model, to map services and identify gaps for adult population. A shared data collection and performance monitoring system will be implemented to track outcomes across both groups, including diversion rates, recidivism and re-arrest rates, service engagement and retention, and crisis system utilization.

The County's existing system already serves justice-involved young adults through parallel but coordinated processes. A future CJMHSA implementation project will enhance and formalize these efforts by expanding diversion capacity at multiple interception points through the strengthening coordination between adult criminal justice systems and service providers and overall increasing access to behavioral health services. By leveraging existing infrastructure and enhancing coordination, Hernando County is well-positioned to effectively serve the target populations without duplication of effort and more importantly, strain on limited resources.

Hernando County demonstrates the capacity to serve the young adult populations through an integrated, scalable, and coordinated system of care. The proposed approach ensures that services are developmentally

appropriate while maintaining operational efficiency, shared accountability, and measurable outcomes across both populations, meeting and exceeding CJMHSa program expectations.

#### 4.5.3.2

Hernando County is proposing a data-driven diversion approach built around the Sequential Intercept Model (SIM), with a focus on the points where intervention can make the biggest difference, law enforcement contact, initial detention, and court involvement. The goal is to reduce unnecessary arrests and incarceration for individuals with mental health and substance use needs by connecting them to services earlier in the process.

In practice, this means strengthening how law enforcement responds at first contact through Crisis Intervention Team (CIT) training and expanding both pre-arrest and post-arrest diversion options. Officers will have clearer pathways to refer individuals directly to crisis stabilization or community-based treatment providers when appropriate. At the jail level, the County will improve screening and assessment at intake and work to connect individuals more quickly to the services they need. The model also emphasizes care coordination and case management to help individuals stay connected to treatment as they move between different parts of the system, reducing gaps in care and improving outcomes. Consistent with guidance from the Substance Abuse and Mental Health Services Administration, the approach incorporates evidence-based practices such as integrated treatment for co-occurring disorders and trauma-informed care.

While this model is grounded in proven approaches, it is being adapted to reflect the realities on the ground in Hernando County. One of the most significant challenges is limited local treatment capacity, particularly for individuals who need immediate crisis stabilization or step-down services. To address this, the County will focus on strengthening coordination with existing providers, using more flexible referral and service linkage strategies, and identifying practical solutions to help individuals access care. These adjustments are intended to make the model workable within the current system while still moving toward longer-term improvements.

1. High Volume of Crisis-Level Encounters - The County's elevated number of involuntary examinations under the Baker Act indicates that law enforcement is frequently responding to behavioral health crises. To address this: The model emphasizes expanded diversion at first contact, reducing reliance on involuntary examination and arrest where appropriate strengthens real-time decision-making pathways for officers
2. A significant proportion of individuals entering the Hernando County Detention Center present with mental illness (MI), substance use disorder (SUD), and co-occurring disorders (COD), resulting in the jail functioning as a de facto behavioral health provider at Intercepts 2 and 3 of the SIM. This dynamic contributes to longer lengths of stay, increased operational costs, and added strain on correctional and clinical staff. To address these challenges, the County will implement enhanced screening and rapid clinical assessment protocols at intake to ensure timely identification of behavioral health needs. Additionally, individuals will be identified early for diversion eligibility or alternative case processing, and coordination with the courts will be strengthened to support treatment-based alternatives in lieu of continued incarceration.
3. Individuals frequently cycle through the system due to limited follow-up care and inconsistent service engagement after release, highlighting critical gaps at Intercepts 4 and 5 of the SIM. To address these challenges, the model incorporates warm handoffs to community-based providers when appropriate and available, ensuring individuals are connected to services immediately upon release. This is supported by ongoing case management and peer support services to promote engagement and stability in the community. Additionally, the County will enhance cross-system communication among criminal justice and behavioral health partners to reduce service fragmentation and improve continuity of care.
4. Current limitations in data sharing and system alignment hinder effective diversion and coordinated care for individuals with behavioral health needs. To address these challenges, the model includes the development of standardized screening and referral protocols to ensure consistent identification and linkage to services across agencies. Additionally, Hernando County will strengthen cross-agency collaboration and enhance data tracking capabilities to monitor outcomes, support informed decision-making, and drive continuous system improvement.

As Hernando County moves toward implementing an adapted evidence-based model in a future implementation phase, the goal is to see measurable improvements across both the behavioral health and justice systems. This includes fewer arrests and jail admissions among the target population, along with increased use of community-based treatment and support services as alternatives to incarceration. Over time, the County expects to reduce repeat involvement in the system and improve access to timely, appropriate behavioral health care.

These efforts are also intended to ease pressure on law enforcement and the detention center by connecting individuals to services earlier and more consistently. By shifting the response from crisis-driven to more

coordinated, community-based care, the County aims to improve outcomes for individuals while making better use of limited system resources.

#### **4.5.3.3**

By grounding this project in the Sequential Intercept Model (SIM), Hernando County is taking a structured, practical approach to improving diversion and strengthening the overall system. The SIM helps ensure that individuals with behavioral health needs are identified as early as possible, diverted when appropriate, and connected to treatment and support at each stage of system involvement.

Using this framework allows the County to focus on the points where intervention can have the greatest impact, while also improving coordination between law enforcement, the courts, the detention center, and community-based providers. It supports more informed decision-making by using data to guide them where resources are most needed and how services can be better aligned.

Just as importantly, the SIM provides a clear path for ongoing improvement. Providing means by which, the County a way to track outcomes, identify gaps that still exist, and adjust strategies over time to better meet the needs of the target population.

#### **4.5.3.4.**

Hernando County will ensure full coordination of all Planning Grant and Implementation and Expansion Grant activities with the region's Managing Entity, the Florida Department of Children and Families (DCF). The County has an established working relationship with DCF and will leverage this partnership to ensure that all proposed CJMHSA activities are aligned with regional priorities, service capacity, and existing behavioral health initiatives.

Hernando County will implement the following strategies to ensure effective and ongoing coordination:

- **Active Participation in Planning and Implementation Activities** - DCF will be engaged as a key partner in SIM, needs assessment, and strategic planning activities, ensuring that system-level recommendations are aligned with the broader regional system of care.
- **Service Alignment and Referral Pathways** - The County will coordinate with community partners to map available provider capacity, identify service gaps, and strengthen referral pathways for individuals diverted from the criminal justice system. This will ensure that individuals are connected to DCF-funded services in a timely and appropriate manner.
- **Regular Communication and Data Sharing** - Hernando County will maintain ongoing communication with DCF, including regular coordination meetings to review project progress, discuss system challenges, and align performance outcomes. Data sharing will be conducted in accordance with all applicable confidentiality requirements to support continuous quality improvement and system monitoring.
- **Integration with Regional System of Care** - All diversion and treatment strategies proposed through this project will be fully integrated into the existing behavioral health system of care, avoiding duplication of services and maximizing the use of available resources.
- **Sustainability and System Planning** - DCF will be engaged in long-term sustainability planning, including identification of funding opportunities, service expansion needs, and strategies to maintain successful diversion initiatives beyond the grant period.

Through this coordinated approach, Hernando County will ensure that CJMHSA-funded activities are strategically aligned, efficiently implemented, and fully integrated within the regional behavioral health framework. This partnership will enhance the County's ability to divert individuals with mental illness and substance use disorders from the criminal justice system into appropriate, community-based treatment and support services, while strengthening the overall system of care.

#### **4.5.3.5.**

Hernando County demonstrates a strong, ongoing commitment to cross-system collaboration between criminal justice and behavioral healthcare partners to improve outcomes for individuals with mental illness, substance use disorders, and co-occurring disorders. The proposed CJMHSA project builds upon existing partnerships and formalizes a coordinated, system-wide approach to diversion, treatment, and recovery support.

This commitment is further demonstrated through the County's prior participation in CJMHSA grants awarded to Lutheran Services Florida, where multiple local partners, including Hernando County Sheriff's Office, Court Administration, BayCare Behavioral Health, Hernando Community Coalition and Hernando County Health and Supportive Services actively contributed to project activities and provided matching funds. This collaborative investment reflects a shared commitment across systems to addressing the behavioral health needs within the justice involved population.

Key criminal justice partners include the Hernando County Sheriff's Office, Judiciary, State Attorney's Office, Public Defender's Office, and the Hernando County Detention Center. These entities work in coordination with behavioral health providers and system stakeholders, including DCF, local treatment providers, hospitals, and community-based organizations. A central long-term goal of the project is to transition the identification, care and treatment of the target population from the criminal justice system to the behavioral healthcare system, consistent with best practices. In order to achieve this, Hernando County aims to implement: pre-arrest diversion strategies that enable law enforcement to connect individuals to crisis stabilization and treatment services in lieu of arrests, post-arrest diversion programs that redirect eligible individuals from prosecution or incarceration into community-based care, enhanced screening and assessment protocols, enhanced case coordination and case management services, and warm handoffs and referral pathways that prioritize treatment engagement.

#### **4.5.4. Planning Grants**

##### **4.5.4.1.**

Requested funds will support the development and formalization of coordinated efforts among stakeholders serving individuals with mental health and substance use disorders who are involved in, or at risk of entering, the criminal or juvenile justice systems in Hernando County. This includes partners from law enforcement, courts, detention, behavioral health, healthcare, housing, transportation, and community-based services.

In partnership with the University of South Florida, the County will conduct a Sequential Intercept Model (SIM) workshop to examine how individuals move through the system, identify gaps in services, and highlight opportunities to improve diversion, access to care, and continuity of support. The process will bring together stakeholders to review current practices, clarify roles, and identify practical steps to improve coordination across intercept points.

Multidisciplinary workgroups will be formed to focus on priority areas such as crisis response, jail diversion, reentry planning, and access to housing and transportation. These groups will work to develop consistent referral pathways, address service gaps, and improve coordination between agencies. Data will be used to better understand service utilization, repeat system involvement, and outcomes, help guide planning and decision-making.

An existing example of cross-system coordination is the Hernando County Fire Rescue Mobile Integrated Healthcare Community Paramedicine Program. Community Paramedics work with healthcare providers, behavioral health professionals, and community organizations to provide care in the field. Through participation in the Coordinated Opioid Recovery (CORE) Network, paramedics can initiate medication-assisted treatment and connect individuals directly to follow-up care. This approach supports early intervention and reduces reliance on emergency departments and law enforcement.

The Planning Grant will build on this model by strengthening coordination with additional partners and improving connections to services at other points in the system, including jail intake, courts, and reentry.

Hernando County will formalize collaboration among key partners, including the Sheriff's Office, behavioral health providers, hospitals, the courts, the State Attorney's Office, the Public Defender's Office, and community-based organizations. These efforts will focus on improving communication, aligning processes, and coordinating access to services such as treatment, housing, and transportation.

This planning process will result in a clear framework for coordination across systems, helping to improve access to services, reduce gaps in care, and support diversion from deeper justice system involvement.

##### **4.5.4.2.**

The Strategic Plan will identify and prioritize evidence-based opportunities to intercept individuals with mental health and substance use disorders at the earliest possible point of contact with the juvenile and criminal justice systems, while maintaining public safety. The approach emphasizes early identification, timely connection to services, and the use of community-based alternatives in place of deeper system involvement.

At the front end, the plan will focus on expanding pre-arrest diversion options. This includes strengthening protocols that allow law enforcement and emergency responders to connect individuals in crisis directly to appropriate services such as crisis stabilization, detoxification, or outpatient treatment instead of initiating arrest or involuntary commitment when appropriate. Clear guidelines, training, and coordination with service providers will support consistent use of these options in the field.

At the point of initial detention, the plan will outline strategies to improve early screening and clinical assessment to quickly identify individuals who can be safely diverted. This includes establishing processes for rapid referral to community-based treatment, as well as coordination with pretrial services to support release to appropriate levels of care. Strengthening these early decision points will help prevent unnecessary progression further into the justice system.

At the court level, the Strategic Plan will enhance diversion pathways that connect individuals to structured treatment as an alternative to continued system involvement. This includes improving access to existing programs, refining eligibility processes, and ensuring timely placement into services. Expanded case management, peer support, and access to treatment, including medication-assisted treatment will be incorporated to support engagement and stability.

The plan will also address barriers that limit successful diversion, including transportation, housing instability, and gaps in service availability. Efforts will focus on improving coordination across agencies to ensure individuals can access and remain engaged in care.

All strategies will incorporate risk and needs considerations, along with appropriate supervision and monitoring, to support both individual outcomes and public safety. Performance measures will track key indicators such as diversion at early intercept points, service engagement, and reduced system involvement. Through these coordinated strategies, the presented Strategic Plan will shift intervention earlier in the process, increase the use of community-based care, and reduce reliance on deeper justice system involvement.

#### **4.5.4.3.**

Hernando County's Strategic Plan will incorporate a targeted set of evidence-based diversion strategies designed to reduce reliance on judicial commitment and increase access to community-based behavioral health services for individuals with mental illness, substance use disorders, and co-occurring disorders. These strategies are a direct response to local system challenges, including frequent crisis encounters, limited treatment capacity, and gaps in coordination, and are intended to promote least restrictive care, reduce repeat system involvement, and improve long-term outcomes.

A primary focus will be strengthening diversion at the earliest points of contact. This includes expanding pre-arrest diversion options that allow law enforcement to connect individuals in crisis directly to community-based services in lieu of involuntary examination or arrest. Strategies will include enhanced coordination with crisis stabilization units, mobile response teams, and behavioral health providers to create clear, consistent pathways for officers to use when responding to behavioral health-related calls. Training in crisis response and de-escalation will be reinforced to support appropriate decision-making in the field.

At the point of initial detention and court involvement, the plan will outline strategies to increase identification of individuals appropriate for diversion and to expand alternatives to judicial commitment. This will include strengthening screening and assessment practices at jail intake, establishing protocols for early clinical review, and improving referral processes to connect eligible individuals to treatment-based alternatives such as specialty courts or community supervision with treatment conditions. The plan will also explore opportunities to expand capacity within existing diversion programs and develop additional pathways for individuals who do not currently meet eligibility criteria but would benefit from community-based care.

The Strategic Plan will also address the need for timely access to treatment in the community. This includes identifying opportunities to expand outpatient services, medication-assisted treatment, and recovery supports, as well as improving coordination between providers to reduce delays in care. Emphasis will be placed on developing "warm handoff" processes so that individuals are directly connected to services at the point of diversion, rather than relying on self-referral.

Reentry will be another key area of focus. The plan will include strategies to ensure that individuals leaving custody are connected to services prior to release, including scheduling appointments, ensuring medication continuity, and linking individuals to case management and support services. Strengthening coordination between the detention center, courts, and community providers will help reduce gaps in care that often lead to relapse or re-arrest.

To support these efforts, the Strategic Plan will include the development of formal agreements, shared protocols, and data-sharing processes among partner agencies. This will improve communication, streamline referrals, and allow for ongoing monitoring of outcomes such as diversion rates, service engagement, and reductions in judicial commitments.

Together, these strategies are designed to shift the system toward earlier intervention, increased use of community-based treatment, and reduced reliance on judicial commitment, while maintaining public safety and improving outcomes for individuals with behavioral health needs.

#### **4.5.6. Partnerships**

Relevant organizations that are currently working with the proposed populations and how the applicant will work with those groups to reach the target populations include:

- University of South Florida Criminal Justice, Mental Health, and Substance Abuse Technical Assistance Center (CJMHS-A-TAC)
  - Offers services such as completing the Sequential Intercept Mapping, Needs Assessment, Strategic Plan and training opportunities to include, but limited to the following –
    - Early Intervention/Prevention Strategies (i.e., Jail Diversion strategies, Mental Health First Aid, Screening and risk assessment tools and strategies)
    - Treatment and Intervention Services (i.e., best practices for opioid use disorder and substance use disorders (SUDs), Co-occurring disorders and service delivery)
    - Reentry and Recovery (i.e., peer and recovery support services, care coordination)
    - All services provided by USF are at no cost to CJMHS-A awardees.
- BayCare Behavioral Health, Inc.
  - Offers services such as psychiatric evaluations, medication management, medication assisted treatment for substances abuse, individual therapy, group therapy, crisis support, case management, and prevention classes
  - Existing programs including, but not limited to, the Mobile Crisis Response Team (MRT), Community Action Treatment Team (CAT), and Coordinated Opioid Recovery (CORE)
- Hernando Community Coalition
  - Committed to reducing the problems of alcohol and substance abuse
  - Tracking through NARCAN distribution, educational programs, and highly active community engagement
- National Alliance on Mental Illness, Hernando
  - Offers peer support, education, and skills training on mental health topics
  - Peer support programs and outreach projects such as the Roadie Truck bring clients to the office and services to the clients in their immediate area in the county.
- CareerSource Pasco Hernando
  - Services to help grow internship and career experience
  - Programs such as the youth program (18–24-year-olds) provide this age group options to explore career opportunities and skill building activities, providing both qualitative and quantitative information.
- Lutheran Services Florida Health Systems
  - Not-for-profit managing entity contracted with the DCF to oversee evidence-based behavioral health services
  - Serves as the managing entity for both regional and county opioid abatement funding through the state's opioid settlement, allowing both direct collaboration and aid in data sharing
- Hernando County Sheriff's Office (Detention Center)
  - The central intake location in Hernando County of those adjudicated for treatment as adults charged or sentenced on misdemeanor and felony crimes.
  - Will provide information about the incarcerated target population, serving as an important data source for those who have passed Intercept 1 in the Sequential Intercept Model.
- State Attorney's Office, Fifth Judicial Circuit (Court Administration)
  - Run dockets of the Treatment Courts, which include the drug court, youth court, veteran's court, and mental health court.
  - Will provide information on the target population moving through the court system, such as those with mental health and substance abuse issues
- Public Defender's Office
  - Provides quality defense services to indigent clients
  - Will provide information on the target population who cannot afford private counsel, and supplementing information from the Treatment Courts
- Florida Department of Corrections, Fifth Judicial Circuit
  - Books, processes, and evaluate inmates' health status, program needs, and security risks
  - Will also provide information pertaining to the target population in at least Intercept 4 and 5 of the SIM
- Operation PAR
  - Offers medication assisted patient services and focused on improving the quality of life for those affected by substance abuse

- Will provide information on the target population who undergo maintenance and detox, such as with methadone and buprenorphine

#### **4.5.7. Evaluation & Sustainability**

##### **4.5.7.1. Evaluation**

The project will implement a structured, multi-agency data collection process aligned with the SIM to measure performance and outcomes related to public safety, recidivism reduction, and access to substance abuse/behavioral health services. Data will be collected through coordinated partnerships among the Hernando County Detention Center, the court system, and community-based service providers. Stakeholder support is defined as the gathering and training of county stakeholders to learn both information from subject matter experts and effective evidence-based strategies on criminal justice, mental health, and substance abuse topics. Service coordination is defined as the establishment of partnerships and data sharing processes amongst the county stakeholders.

Standardized screening and assessment data will be collected at jail intake using validated behavioral health screening tools to identify individuals with mental health and substance use disorders. Data will be entered into existing agency data systems and, where feasible, integrated through data-sharing agreements to allow for cross-system tracking of individuals while maintaining confidentiality in compliance with HIPAA and 42 CFR Part 2 requirements. Unique identifiers will be used to match records across systems and monitor outcomes over time.

Data will be drawn from the Hernando County Detention Center jail management system, law enforcement records management systems, court case management systems, and behavioral health provider electronic health records. State-level data sources, including the Florida Department of Law Enforcement and the Florida Department of Children and Families, will be used to supplement local data and validate outcomes such as statewide recidivism and service utilization trends.<sup>4/</sup>

Data will be reviewed on both a monthly and quarterly basis by the CJMHSA Project Coordinator to assess progress toward performance benchmarks and identify areas for improvement. Ongoing data validation procedures will ensure accuracy and completeness. Findings will be used to inform continuous quality improvement, refine program operations, and ensure the project remains aligned with evidence-based practices through routine dissemination with the various project committees and PSCC.

This coordinated data collection and evaluation approach will ensure the project can effectively measure its impact on improving public safety, reducing recidivism, and expanding access to critical behavioral health services for the target population.

##### **4.5.7.3. Sustainability**

A core objective of the project is long-term sustainability, with strategies specifically focusing on strengthening system capacity, institutionalizing key practices and leveraging appropriate diverse funding and partnerships to both preserve and enhance the community's mental health and substance use service system beyond the grant period of performance. Guided by the SIM and needs assessment, the project will identify how to embed screening, diversion and treatment linkage practices across multiple intercepts to ensure the continuity of services and long-term system impact.

The project will identify evidence-based practices such as standardized behavioral health screening at jail intake, law enforcement diversion protocols, and coordinated reentry planning and propose a way they could be incorporated into existing policies and procedures of the Hernando County Detention Center, law enforcement agencies, and court systems. By embedding these practices into routine operations, the project ensures that core components continue beyond the grant period without reliance on temporary funding.

At conclusion, County staff will pursue multiple funding streams to sustain services, if successful, including state and federal grant opportunities, and local government support. Partnerships with community providers will maximize billing for covered services, while cost savings associated with reduced jail utilization and recidivism will be documented to support future budget allocations by county leadership. The project will also explore braided funding methods that combine justice, behavioral health, and public safety resources.

Sustainability will be reinforced through formalized partnerships among key stakeholders, including the Hernando County Detention Center, local law enforcement, the judiciary, and behavioral health providers, as well as state agencies such as the Florida Department of Children and Families and the Florida Department of Law Enforcement. Memoranda of Understanding (MOUs) and data-sharing agreements will formalize roles and responsibilities, ensuring continued collaboration, coordinated service delivery, and shared ownership of outcomes.

Sustainability efforts will be evaluated through the ability to implement the proposed recommendations of the Strategic Plan through the development of a future Implementation grant proposals. Demonstrated outcomes and

cost-effectiveness will be used to justify continued investment from local and state partners. Quarterly data reviews will guide continuous quality improvement and inform long-term planning.

By aligning resources across the criminal justice and behavioral health systems, the project will strengthen the overall service continuum in Hernando County, improving access to care, reducing system fragmentation, and enhancing public safety. These coordinated efforts will position the community to sustain and expand successful interventions beyond the life of the grant.

**TAB 6. Letters of Commitment**



## BOARD OF COUNTY COMMISSIONERS

15470 FLIGHT PATH DRIVE • BROOKSVILLE, FLORIDA 34604  
P 352.754.4002 • F 352.754.4477 • W [www.HernandoCounty.us](http://www.HernandoCounty.us)

Florida Department of Children and Families

RE: RFA 2526 024

The Hernando County Board of County Commissioners (BOCC) is pleased to provide this letter of strong support for the Hernando County's Housing and Supportive Services application to the Criminal Justice, Mental Health, and Substance Abuse (CJMHS) Planning Grant administered by the Florida Department of Children and Families.

Hernando County continues to experience significant behavioral health needs, particularly among individuals involved in or at risk of involvement in the criminal justice system. Local data, including high utilization of involuntary examinations under the Baker Act and increasing system demand, underscore the urgent need for coordinated, evidence-based planning to improve outcomes for individuals with mental illness, substance use disorders, and co-occurring conditions.

This Board fully supports the County's commitment to a data-driven, collaborative planning process guided by the Sequential Intercept Model (SIM). This approach will bring together key stakeholders across law enforcement, the judiciary, behavioral health providers, and community-based organizations to identify system gaps, align resources, and develop effective diversion strategies. The proposed planning activities—including a comprehensive needs assessment, resource mapping, and development of a Strategic Plan—are critical to advancing a more coordinated and efficient system of care to pursue future Implementation funding opportunities.

Hernando County has demonstrated a strong commitment to cross-system collaboration and will continue to work closely with the Department of Children and Families, as well as local and regional partners to ensure alignment with the broader behavioral health system of care. The BOCC recognizes the importance of this initiative in reducing unnecessary justice system involvement, improving access to community-based treatment, and enhancing public safety.

The Board of County Commissioners is fully committed to supporting the planning process and the implementation of resulting strategies. Hernando County will continue to leverage local resources, staff capacity, and stakeholder engagement to ensure the success and sustainability of this initiative. The CJMHS Planning Grant will provide a critical opportunity to strengthen our local system of care and improve outcomes for some of our most vulnerable residents.

Thank you,

A handwritten signature in blue ink, which appears to read "Jerry Campbell", is written over a horizontal line.

Jerry Campbell, Chairman

Hernando County Board of County Commissioners



## Hernando County Sheriff's Office

A STATE ACCREDITED LAW ENFORCEMENT AGENCY

P.O. BOX 10070 - BROOKSVILLE, FL 34603-0070 FAX 352 796-0493 PHONE 352 754-6830

March 26, 2026

Grant Review Committee,

On behalf of the Hernando County Sheriff's Office Detention Center, I support Hernando County's application for funding under the Criminal Justice, Mental Health, and Substance Abuse Grant Program.

Our detention center sees firsthand the challenges involving individuals with mental health and substance use issues who come into contact with the criminal justice system. We recognize the value of strong coordination between local government, service providers, and public safety partners to improve outcomes and use resources more effectively.

If awarded, the Hernando County Sheriff's Office Detention Center will continue to support this effort through participation in the Public Safety Coordinating Council, cross-agency coordination as needed, and detention-related data sharing consistent with legal and confidentiality requirements.

We appreciate the opportunity to support this application and continued collaboration on efforts that improve public safety and connect individuals to appropriate services.

A handwritten signature in blue ink, appearing to read "MAJ Shaun Klucznik".

Major Shaun Klucznik, MA, CJM, CCHP  
Judicial Services Bureau Commander | Jail Administrator  
Hernando County Sheriff's Office  
16425 Spring Hill Drive  
Brooksville, FL 34604  
Office: (352) 797-3401  
President, American Jail Association  
Commissioner, Florida Corrections Accreditation Commission  
FBI National Academy 283 | 10th NJLCA



**DEPARTMENT OF PUBLIC SAFETY**  
HERNANDO COUNTY FIRE RESCUE

15470 FLIGHT PATH DRIVE ♦ BROOKSVILLE FLORIDA 34604  
P 352.540.4353 ♦ F 352.540.4355 ♦ W [www.HernandoCounty.us](http://www.HernandoCounty.us)



**March 20, 2026**

**Reference: Letter of Commitment – CJMHSA Reinvestment Grant (DCF RFA 2526-024)**

**Dear Review Committee:**

**On behalf of Hernando County Fire Rescue (HCFR), this letter confirms our pledge of support for Hernando County BOCC's application for the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant (CJMHSa).**

**HCFR's Community Paramedicine program is 100% funded by DCF; therefore, such a match would not be eligible; however, we would like to offer our support by demonstrating our participation and existing collaboration within the community. HCFR will support the proposed CJMHSA Planning project by carrying out the following role(s):**

- **Role/Function: Participating in CJMHSA planning and coordination of project activities, including but not limited to non-client quantitative data, treatment resources, service arrays, coordination of care, and community collaboration.**
- **Target Population: Adult, 18 to 25 years.**
- **Coordination Activities: Attending planning meetings, identifying resources, and community networking.**

**Respectfully,**

**John S. Pearson (EMS Manager / MIH – CP Coordinator)**

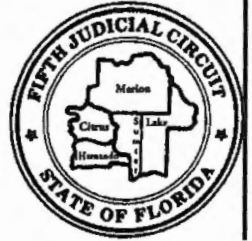


# STATE OF FLORIDA

FIFTH JUDICIAL CIRCUIT

ADMINISTRATIVE OFFICE OF THE COURTS

CITRUS, HERNANDO, LAKE, MARION AND SUMTER COUNTIES



Daniel B. Merritt, Jr.  
Chief Judge

Jeffery K. Fuller  
Trial Court Administrator

March 25, 2026

Re: Letter of Support- CJMHSA Reinvestment Grant (DCF RFA 2526-024)

Dear Review Committee,

On behalf of Hernando County's Treatment Courts, I am writing to express support for Hernando County's application for the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant.

The proposed project aligns with community priorities related to diversion, treatment access, crisis response, reentry, system coordination and addresses documented needs to expand services to and reduce recidivism of adult (18+ years of age) individuals (Target Population) diagnosed with mental health, substance abuse issues, or co-occurring disorders who are at risk of involvement in the criminal justice system within Hernando County.

Hernando County Treatment Court will support the project's goals and will continue to collaborate with Hernando County to provide timely services to and address the needs of the Target Population.

*Katie Mosley-Rusha*

Katie Mosley-Rusha

Hernando County Treatment Supervisor

5<sup>th</sup> Judicial Circuit - Hernando County

☐ Citrus County Courthouse  
110 N. Apopka Avenue  
Inverness, FL 34450  
(352) 341-6700  
(352) 341-7008 Fax

☐ Hernando County Courthouse  
20 N. Main Street  
Brooksville, FL 34601  
(352) 754-4402  
(352) 754-4235 Fax

☐ Lake County Courthouse  
P.O. 7800/550 W. Main Street  
Tavares, FL 32778  
(352) 253-1604  
(352) 253-1630 Fax

☐ Marion County Judicial Center  
110 N.W. First Avenue  
Ocala, FL 34475  
(352) 401-6700  
(352) 401-7883 Fax

☐ Sumter County Courthouse  
215 E. McCollum Avenue  
Bushnell, FL 33513  
(352) 569-6950  
(352) 569-6951 Fax



FLORIDA  
DEPARTMENT of  
CORRECTIONS

Governor

**RON DESANTIS**

Secretary

**RICKY D. DIXON**

501 South Calhoun Street, Tallahassee, FL 32399-2500

[www.dc.state.fl.us](http://www.dc.state.fl.us)

February 26<sup>th</sup>, 2026

Re: Letter of Support – CJMHSA Reinvestment Grant (DCF RFA 2526-024)

Dear Review Committee,

On behalf of the Florida Department of Corrections, Probation and Parole Services, I am writing to express support for the Hernando County Florida Housing and Supportive Services' application for the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant.

The proposed project aligns with community priorities related to re-entry and addresses documented needs of the criminal justice community within Hernando County, Florida.

While the Florida Department of Corrections will not serve as an implementation partner, we support the project's goals and ongoing collaboration.

Sincerely,

Jeffrey King  
Circuit Administrator  
Florida Department of Corrections  
Fifth Judicial Circuit

March 3, 2026

***Re: Letter of Commitment – CJMHSA Reinvestment Grant (DCF RFA 2526-024)***

Dear Review Committee:

On behalf of BayCare Behavioral Health, Inc., this letter confirms our commitment to participate as a partner in Hernando County BOCC's application for the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant (CJMHSAs).

BayCare Behavioral Health, Inc., will support the proposed CJMHSA Planning project by carrying out the following role(s):

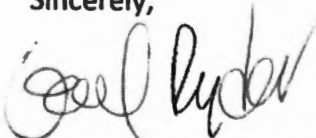
- **Role/Function:** Participating in CJMHSA planning and coordination of project activities, including but not limited to non-client quantitative data, treatment resources, service arrays, coordination of care, and community collaboration.
- **Target Population:** Adult, 18-25 years
- **Coordination Activities:** Attending planning meetings, identifying resources, and community networking.

As part of this commitment, BayCare Behavioral Health, Inc., will contribute the following resources during the grant period (if applicable):

- **Staff time (estimated hours/FTE):**
  - In-Kind FTEs: Six (6)
  - In-Kind Salary: \$6,527
  - In-Kind Fringe Benefits: \$1,765
  - Total: \$8,292

This commitment is contingent upon award of funding by the Florida Department of Children and Families and does not represent a financial obligation beyond the scope described above.

Sincerely,



Gail Ryder, Vice President  
BayCare Behavioral Health



**UNIVERSITY of  
SOUTH FLORIDA**  
**College of Behavioral & Community Sciences**  
Criminal Justice, Mental Health, and  
Substance Abuse Technical Assistance Center

February 24, 2026

Erik Rizzo, MPH, CPH  
Mental Health and Substance Abuse Data Analyst  
Housing and Supportive Services  
Hernando County Board of County Commissioners  
621 W Jefferson Street, Brooksville, FL 34601

SUBJECT: Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant, RFA  
2526 024

Dear Mr. Rizzo,

On behalf of the University of South Florida (USF) CJMHSA Technical Assistance Center, it is my pleasure to write this letter of support for The Hernando County Board of County Commissioners to pursue a State of Florida Criminal Justice, Mental Health, and Substance Abuse (CJMHSA) Reinvestment Planning Grant released by the State of Florida Department of Children and Families (Grant # RFA2526024).

If awarded, the USF CJMHSA Technical Assistance Center is prepared to provide all requested training, technical assistance, and consultation in support of the planning goals for Hernando County's reinvestment grant program. Based on preliminary discussions during pre-award consultations, the TAC commits to hosting a Hernando County Sequential Intercept Mapping (SIM) event focused on the adult population within the first two quarters of year one of the grant program. The SIM process will serve as a comprehensive planning approach, incorporating a structured assessment of system strengths, gaps, and resource needs, and culminating in a data-informed strategic action plan to guide future implementation efforts.

As you know, we have met routinely with representatives from Hernando County as part of the county's past juvenile grant and in anticipation of preparing a proposal for the RFA2526-024 opportunity. We are eager to support continued programming through this grant opportunity.

We are committed to working with The Hernando County Board of County Commissioners and Hernando County stakeholders in meeting technical assistance needs as they relate to this planning grant proposal. You can contact me at [ashockley1@usf.edu](mailto:ashockley1@usf.edu) or call directly at 813-974-2330.

Sincerely,

Abby Shockley, MPH, CPH  
Director, USF CJMHSA TAC  
[www.floridatac.org](http://www.floridatac.org)

**UNIVERSITY OF SOUTH FLORIDA / COLLEGE OF BEHAVIORAL & COMMUNITY SCIENCES**  
**THE LOUIS DE LA PARTE FLORIDA MENTAL HEALTH INSTITUTE / DEPARTMENT OF MENTAL HEALTH LAW & POLICY**  
13301 Bruce B. Downs Boulevard / Tampa, Florida 33612-3807  
(813) 974-6290 or (813) 974-9342 / Fax (813) 974-9327 / [www.usf.edu/cbcs/mhlp/](http://www.usf.edu/cbcs/mhlp/)

*The University of South Florida is an Affirmative Action/Equal Opportunity Institution*

February 27, 2026

Re: Letter of Support – CJMHSA Reinvestment Grant (DCF RFA 2526-024)

Dear Review Committee,

On behalf of CareerSource Pasco Hernando, I am writing to express our strong support for Housing and Supportive Services/Hernando County's application for the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant.

The proposed project aligns closely with community priorities related to diversion, treatment access, crisis response, reentry services, and cross-system coordination. It addresses well-documented needs among both adults and youth in Hernando County who are experiencing mental illness, substance use disorders, or co-occurring conditions and who are involved in, or at risk of entering, the criminal justice system. Strengthening coordinated responses for these individuals is critical to improving public safety, enhancing long-term recovery outcomes, and promoting community stability.

CareerSource Pasco Hernando recognizes that stable employment and access to workforce services are key components of successful recovery and reentry. While we will not serve as an implementation partner for this grant, we are committed to supporting the project's goals through ongoing collaboration and coordination with local partners. This includes maintaining open communication to align workforce resources with community needs, sharing labor market information to inform program planning, and exploring opportunities to connect eligible participants to employment, training, and career pathway services when appropriate.

We value the collaborative efforts of Hernando County and its partners to build a more responsive, integrated system of care. CareerSource Pasco Hernando remains dedicated to working alongside community stakeholders to support initiatives that improve outcomes for justice-involved individuals and strengthen the overall well-being of our region.

Sincerely,



Jerome Salatino  
CEO/President  
Pasco-Hernando Workforce Development, Inc.





13001 Spring Hill Drive, Spring Hill, FL 34609  
Email: [tresa@cenaps.com](mailto:tresa@cenaps.com)  
Office: 352-596-8000  
[www.hernandocommunitycoalition.org](http://www.hernandocommunitycoalition.org)  
Facebook: <https://www.facebook.com/HCCADC/>

March 31, 2026

Dear Grant Review Committee,

On behalf of the **Hernando Community Coalition**, I am pleased to express our full support and commitment to the Hernando County Board of County Commissioners in its application for funding under the **Criminal Justice, Mental Health, and Substance Abuse (CJMHS) Reinvestment Grant Program**.

The Hernando Community Coalition is dedicated to improving outcomes for individuals experiencing mental health and substance use challenges, particularly those who intersect with the criminal justice system. Through strong cross-sector collaboration, our coalition works to enhance public safety, improve access to treatment and recovery services, and promote effective diversion and prevention strategies across Hernando County.

If awarded, the **Hernando Community Coalition** commits to actively supporting the implementation of this project. Our commitment includes, but is not limited to:

- Continued participation in the **Hernando County Public Safety Coordinating Council (PSCC)**
- Participating in cross-agency planning, coordination, and case management efforts
- Supporting data-sharing initiatives, consistent with legal and confidentiality requirements
- Assisting with training initiatives related to crisis intervention, de-escalation, diversion, and trauma-informed care
- Supporting community engagement and prevention efforts aligned with CJMHS priorities
- Participating in program evaluation and continuous improvement activities

Through this partnership, the Hernando Community Coalition will work collaboratively to:

- Reduce recidivism and unnecessary justice involvement
- Improve access to behavioral health and substance use treatment services
- Strengthen diversion and crisis response strategies
- Enhance coordination across law enforcement, behavioral health, and community providers

The Hernando Community Coalition is committed to sustaining these partnerships beyond the grant period and will continue working with county leadership and community stakeholders to identify long-term strategies, resources, and system improvements.

We appreciate the opportunity to support this important initiative and look forward to continued collaboration to improve outcomes for individuals and families in Hernando County.

Please feel free to contact me at 352-596-8000 or [tresa@cenaps.com](mailto:tresa@cenaps.com) should you require any additional information.

Sincerely,

A handwritten signature in blue ink that reads "Tresa J. Watson".

Tresa J. Watson  
Executive Director

*Our Mission is to promote mental health wellness in our community through education, support, advocacy, empowerment and outreach; Serving Hernando County for over 40 years!*

**Re: Letter of Support – CJMHSA Reinvestment Grant (DCF RFA 2526-024)**

Dear Review Committee,

On behalf of NAMI Hernando, I am writing to express our strong support for Housing and Supportive Services/Hernando County's application for the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant.

This proposed initiative directly aligns with the critical needs we see daily in Hernando County. Individuals experiencing mental health and substance misuse challenges—particularly those involved in or at risk of entering the criminal justice system—often face significant barriers to accessing timely, coordinated care. Strengthening diversion efforts, expanding access to treatment and recovery supports, enhancing crisis response, and improving reentry services are essential to breaking cycles of incarceration and promoting long-term recovery.

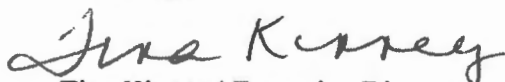
NAMI Hernando is committed to serving as an active partner in this effort. Through our Recovery Community Center and outreach initiatives, we provide evidence-based peer support, recovery education, and connection to community resources for individuals and families. Our services include individual peer support, recovery support groups, workforce development through our Certified Recovery Peer Specialist (CRPS) training program, and community-based outreach designed to meet individuals where they are.

We also collaborate closely with local partners including law enforcement, specialty courts, detention facilities, and behavioral health providers to support diversion and reentry efforts. Our peer specialists play a vital role in bridging gaps between systems, helping individuals navigate services, build recovery capital, and develop sustainable plans for stability.

If funded, NAMI Hernando will support this initiative by providing peer support services, assisting with engagement and retention of participants, and strengthening coordination across systems to ensure individuals receive comprehensive, person-centered care. We are committed to working collaboratively to improve outcomes, reduce recidivism, and enhance the overall health and safety of our community.

We fully support this application and look forward to continuing our partnership to create meaningful, lasting impact in Hernando County.

Sincerely,



Tina Kinney | Executive Director  
NAMI Hernando, Inc.

**TAB 7. Supporting Documents**

Public Safety Coordinating Council Meeting Minutes  
Frederick Eugene Lykes Memorial Library (Main)  
238 Howell Avenue, Brooksville, FL 34601  
April 18,2025

**In Attendance**

Hernando County BOCC – Veda Ramirez, Facilitator  
Hernando County BOCC – Antonio Cancelli, Analyst  
Hernando County BOCC Commissioner – Jerry Campbell  
Hernando County Sheriff's Office (Corrections) – Shelby Bishop  
Hernando County Sheriff's Office Law Enforcement – Kim Rodgers  
Hernando County Mid Florida Area Homeless - Absent  
State Attorney's Office –  
Public Defender Office – Ray Dakich  
BayCare – Sandra Marrero; Cornell O'Donnell  
FL Department of Corrections – Samuel Flynn  
Court Administration – Shana Felton  
Juvenile Probation – Roberta Ellis  
Department of Children and Families – Absent  
Hernando Community Coalition – Tresa Watson  
Spring Brook – Absent  
Dawn Center Hernando – Cheyenne Miranda  
County Judge – Absent  
Circuit Judge – Absent  
Life Stream – Absent  
Workforce/Pasco Hernando Career Source – Absent  
Florida Department of Health – Absent  
Hernando Fire Rescue/ EMS – John Pearson, John Kinzie  
County Probation – Absent  
DJJ Detention - Absent  
School Board – Absent  
Family Member Consumer Community Treatment – Tina Kinney  
Premier Community Health Care Group – Absent  
Primary Consumer of Substance Abuse – Stephanie McCann  
Primary Consumer of Mental Health – Vacant  
Operation Par – Absent  
Eckerd – Absent

**Call to Order and Introductions**

The meeting was called to order by Tina Kinney at 1:08 pm and introductions were made.

**I. Review and Approval of Minutes**

April 18, 2025, meeting minutes were reviewed with a motion with amended minutes made by Sandra Marrero and second by Stephanie Mccann. Motion passed unanimously.

## **II. Opioid Crisis Plan**

Veda Ramirez advised that Hernando County Opioid Response Plan was approved by the Board of County Commissioners at the March 11, 2025, meeting. Informed the group that we will be providing the group with a copy as needed, but it can also be found on the County's website.

## **III. NAMI Presentation Community (Bridge Hospital and Jail) and Recovery Program**

Tina Kinney provided the group with a presentation of the services and processes of the Community Bridge (hospital and jail) and Recovery Community Program. Reported that they have been working with Community Health Improvement.

## **IV. Agency Quarterly Data Report.**

Antonio Cancelli, Hernando County's Opioid/Mental Health Data Analyst informed the group that as he reviewed and analyzed the data from quarter one (1), he was able to provide the group with a review of the efforts taking place in Hernando County.

A summary of MAT revealed the average active MAT patients total 358, new enrollment is 179, treatment completions are 133 average retention rate is 89.5% average recovery support services 97 showing high retention and integration rates. A majority of the MAT clients receive suboxone, followed by brixadi, vivitrol, and suboxone/brixadi.

More Be Hero materials are being presented, followed by Be a Hero material, the Narcan Kit distribution, Narcan Training, NAS/SEN presentation, Relapse Prevention Group, Opioid Dangers, and Senior Prescription Bootcamp

Data reported a decrease in opioid emergencies and drug arrest, but alarming fentanyl spikes are persistent

The number of events has increased and the number of participants: Community events reached over 350 participants followed by school prevention at 285 and family education at 198, support groups 156 and training sessions at 124. Age Distribution of individuals served highest to lowest depicted the following age group: 30-39, 40-49, 50-59, 20-29, 60-69, 70-79, and 10-19.

Veda expressed that we hope to have this data available at every Public Safety Coordinating meeting. An encouraged agencies that information can be better if we share more detailed information.

## **III. Hernando County Fentanyl Spike Presentation**

Antonio Cancelli followed with another presentation regarding the fentanyl spikes that had occurred in Hernando. Data for fentanyl crisis revealed that age group 12-25 illustrated increases in fentanyl incidents more than other Age group 26-34 were still high, but numbers were showing a decrease. However, youth 12-17 showed the highest increase almost doubling. Brooksville had the highest number of adult incidents whereas Spring Hill had the highest youth incidents.

In terms of zip codes, from highest instance were 34606, 34608, 34613. 34607, 34601, 34604, 34609, 34607, 34602, 34614.

Males were more disproportionately affected than female, specifically among 26-34 age group. Hernando county consistently shows higher fentanyl incident rates than the State of Florida and data shows fentanyl rates are steadily increasing.

The challenges identified seem to be limited weekend admission and timeframes, specific treatment of youth, delayed licensing, staffing, policy - limited access to medical marijuana, and cost.

Opened the discussion for input and feedback from the group. Some of the ideas suggested were

- Youth led initiatives
- Target Initiatives
- Communities Talk - App
- More Youth Peer Classes

#### **V. OLD/New Information/Concerns**

N/A

Meeting adjourned. Roberta Kelly motioned for meeting be adjourned and John Kinzie seconded the motion. Motion passed unanimously.

Public Safety Coordinating Council Meeting Minutes  
Frederick Eugene Lykes Memorial Library (Main)  
238 Howell Avenue, Brooksville, FL 34601  
July 18, 2025

**In Attendance**

Hernando County BOCC – Veda Ramirez, Facilitator  
Hernando County BOCC – Stephen Pasquale, MHSA Resource Coordinator  
Hernando County BOCC Commissioner – Jerry Campbell  
Hernando County Sheriff's Office (Corrections) – Shelby Bishop; Lucy Villanueva; Lizeida Soto  
Hernando County Sheriff's Office (Corrections) – Lt Beetz, Justin  
Hernando County Sheriff's Office Law Enforcement – Captain John Cameron; Dep. A Sharma  
LSF Health System – Lesley Hersey; Nancy Baez  
Mid Florida Homeless Coalition – Coreen Garrity; La'Kayla Bias  
State Attorney's Office – Excused  
BayCare – Cody Bauer; Chanell O'Donnell; Sandy Soares  
FL Department of Corrections – Samuel Flynn  
Court Administration – Katie Mosley-Rusha  
Juvenile Probation – Roberta Ellis  
Department of Children and Families – Absent  
Hernando Community Coalition – Tresa Watson  
Spring Brook – Keisha Williams; Jamie McAdams  
Dawn Center Hernando – Jasmyn Moreno  
County Judge – Absent  
Circuit Judge – Absent  
Life Stream – Absent  
Workforce/Pasco Hernando Career Source – Absent  
Florida Department of Health – Absent  
Hernando Fire Rescue/ EMS – John Pearson, John Kinzie; Shyanne Neumann  
County Probation – Absent  
DJJ Detention - Absent  
School Board – Absent  
Family Member Consumer Community Treatment – Tina Kinney  
Premier Community Health Care Group – Absent  
Primary Consumer of Substance Abuse – Stephanie McCann  
Primary Consumer of Mental Health – Vacant  
Operation Par – David Jackson  
Youth and Family Alternative – Bonnie Rogers

**Call to Order and Introductions**

The meeting was called to order by Tina Kinney at 1:07pm and introductions were made.

**I. Review and Approval of Minutes**

April 18, 2025, meeting minutes were reviewed and motion approved with correction of name from Cornell O'Donnell to Chanell O'Donnell. Made by Tresa Watson and second by Keisha Williams. Motion passed unanimously.

## **II. Hernando County Opioid Grants**

Stephen Pasquel announced the recipients of Hernando County Opioid Funding and the activities they will be providing which are listed below.

**BayCare:** Project: Engage and Retain. Serve unfunded/under-funded Hernando County adults with an opioid use disorder; substance use disorder or a cooccurring disorder. Project will provide an enhanced approach for reducing barriers for new and established patients who are at risk at treatments disengagement or dissuaded from initiating treatment at BayCare Behavioral Health Hernando ambulatory clinics and community-based programs. Increase efforts to engage and retain patients at all levels of treatment.

**Treatment Courts:** Project: Serve at least 50 new individuals each year as well as the current 90 participants with an OUD/SUD or mental health diagnosis, with case management, coordination of services, opioid prevention education, tools and services, peer support, recovery support services, residential treatment, intensive outpatient treatment. Transportation, career resources, criminal suppression services, housing services and random and frequent drug testing.

**Premier:** Project: Expand access to substance misuse treatment services, opioid prevention, and treatment services, specifically behavioral health therapy and medication management

**NAMI:** Project: Mobile Pop-Up Recovery Center. Reduce barriers to recovery by offering a mobile pop-up recovery center that meets individuals where they are both physically and in their recovery journey.

**Operation PAR:** Project: Increase access to medication-assisted treatment (MAT) through their existing program. Expand MTA and peer support services to individuals with opioid use disorders incarcerated at the Hernando County Jail through their mobile MAT unit.

**Recovery Epicenter Foundation:** Project: Peer Support Respite. Reduce overdose death by providing short term non-medical stabilization for those who would otherwise end up in hospital emergency rooms, local motels, or homeless.

## **III. Agency Quarterly Report.**

Veda Ramirez discussed turning in written report instead of verbally providing information at the meeting. Requested agencies again to please provide information in writing at least one week prior to the meeting. Encouraged those that have items to report on to please see of office by email and provide email address.

Veda also advised that unfortunately, we longer have access to a data analyst to analyze the data from the reports but to please continue to report and submit data for information to be analyze later.

## **IV. Discussion**

The need to implement services for re-entry planning was discussed in Hernando County, especially for sober living and sheltering, as well as other diversion programs. Veda Ramirez discussed previously conversation about Sequential Intercept Mapping to confirm the group interest in having another conducted in the area to see what and where gaps in services exist. Provided the information on SIM and how it works. The group is still very interested in bringing this back to reassess needs. Office to reach out to University of South Florida to see what is needed to start the process.

Veda Ramirez also reported the need update our Transportation Plan and submit it to Department of Children and Families by July 1, 2026. Advised that we will be bringing a copy to the next meeting to discuss possible updates and changes before going to the BOCC for approval.

Advised group of next quarterly meeting October 17, 2025,

Meeting adjourned. Tresa Watson motioned for meeting to be adjourned. Samuel Flynn seconded the motion. Motion passed unanimously.

Public Safety Coordinating Council Meeting Minutes  
Frederick Eugene Lykes Memorial Library (Main)  
238 Howell Avenue, Brooksville, FL 34601  
October 17, 2025

**In Attendance**

Hernando County BOCC – Veda Ramirez, Facilitator  
Hernando County BOCC Commissioner – Absent  
Hernando County Sheriff's Office (Corrections) – Shelby Bishop; Lucy Villanueva  
Hernando County Sheriff's Office – Lizeida Soto  
LSF Health System = Absent  
Mid Florida Homeless Coalition – Coreen Garrity; Chris Carter  
State Attorney's Office – Excused  
BayCare – Cody Bauer; Chanell O'Donnell; Sandra Marrero; Elisia Burse  
FL Department of Corrections – Jeffrey King, Matthew Shelby, Samuel Flynn  
Court Administration – Katie Mosley-Rusha  
Juvenile Probation – Absent  
Department of Children and Families – Absent  
Hernando Community Coalition – Absent  
Spring Brook – Absent  
Dawn Center Hernando – Absent  
County Judge – Absent  
Circuit Judge – Absent  
Life Stream – Absent  
Workforce/Pasco Hernando Career Source – Absent  
Florida Department of Health – Absent  
Hernando Fire Rescue/ EMS – Absent  
County Probation – Absent  
DJJ Detention - Absent  
School Board – Absent  
Family Member Consumer Community Treatment – Tina Kinney  
Premier Community Health Care Group – Absent  
Primary Consumer of Substance Abuse – Absent  
Primary Consumer of Mental Health – Vacant  
Operation Par – David Jackson

**Call to Order and Introductions**

The meeting was called to order by Tina Kinney at 1:05pm and introductions were made.

**I. Review and Approval of Minutes**

July 18, 2025 meeting minutes were reviewed and a motion was made to approve by Katie Mosley Rusha and second by Samuel Flynn. Motion passed unanimously.

**II. Hernando County Baker Act Transportation Plan**

Veda Ramirez issued the group a copy of the transportation Plan and advised the group of the purpose and that it was time to update and provide to Department of Children and Families. Advised that Deputy

Sharma approached the county and advised that they were interested in making a change in the plan that would permit Hernando County Sheriff Office to transport clients to treating facility even if it meant going out of county. Deputy Sharma was not available at the meeting to explain more so issue was tabled until next meeting.

## **II. Hernando County Opioid Efforts and Reports**

Veda Ramirez advised that the County Opioid Abatement Agreements were issued to providers and agencies that submitted and was approved for funding and LSF Health funding agreements were also finalized. Advised that there was a noticeably drop in funding and an increase in funding requests. Informed the group of the importance in monthly reports and reporting accurately and in detail on the objectives and goals of their projects as projects become more competitive because the data for the reports and needs of the community will be a huge determining factor in what projects are funded. Advised that we've hired a new data analyst and are in the process of interviewing for a new Mental Health and Substance Abuse Resource Coordinator. We will be streamlining reports with the information we need to analyze and evaluate the effectiveness of the projects as well as asking for additional data from agency and hope all will assist in our efforts.

## **IV. Agency Quarterly Data Report and Trends.**

Emphasized the importance of providing written data so that information would not be misrepresented and we can possibly have up to date data outcomes for the meeting. Advised that we will attempt to request data when we send out meeting agenda or sooner.

Several agencies reported data, but a request was made to provide information to us in written format by email.

Discussed trends in the county beginning with Brooksville Youth Academy and the amount of Baker Acts and resources that are being utilized for non-county residents. Looking for them to participate in a meeting of some format to discuss concerns and resolution.

Operation Par stressed that they were waiting to see if changes to legislation or ruling for take home addiction medication was taking place as it would affect how they provide services.

## **V. OLD/New Information/Concerns**

A request made to reach out to Oxford House for attendance to expand upon housing as Sober Living is an increase concerned and two (2) agencies stressed an increase in cocaine usage.

Meeting adjourned. Shelby Bishop motioned for meeting to be adjourned. Correen Garrity seconded the motion. Motion passed unanimously.

Contract No. LH816  
 CFDA No(s). N/A  
 CSFA No(s). 60.115

Client Services ☐ Non-Client ☒  
 Subrecipient ☐ Vendor ☒  
 Federal Funds ☐ State Funds ☒

**THIS CONTRACT** is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and **University of South Florida, Board of Trustees, a public body corporate**, hereinafter referred to as the "Provider". If this document is denoted above as a GRANT AGREEMENT, the term "Contract" as it may appear hereinafter shall be construed to mean "Grant" or "Grant Agreement" as the context may provide. Similarly, the term "Provider" shall be construed to mean "Grantee" and the term "Contract Manager" shall be construed to mean "Grant Manager".

The section headings contained in this contract are for reference purposes only and shall not affect the meaning or interpretation of this contract.

The Department and Provider agree as follows:

## 1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

### 1.1 Purpose and Contract Amount

The Department is engaging the Provider for the purpose of providing technical support, pursuant to s. 394.659, F.S., to **Applicants and Grantees participating in the Criminal Justice Mental Health Substance Abuse (CJMHA) Reinvestment Grant Program**, as further described in Section 2, payable as provided in Section 3, in an amount not to exceed \$2,500,000.00.

### 1.2 Official Payee and Party Representatives

1.2.1 The name, address, telephone number and e-mail address of the Provider's official payee to whom the payment shall be directed on behalf of the Provider are:

Name: Research Projects Receivables  
 Address: Post Office Box 86458  
 City: Orlando State: FL Zip Code: 32886-4568  
 Phone: \_\_\_\_\_ Ext: \_\_\_\_\_ E-mail: \_\_\_\_\_

1.2.2 The name, address, telephone number and e-mail of the Provider's contact person responsible for the Provider's financial and administrative records:

Name: Eric Kern, Director, Sponsored Research  
 Address: University of South Florida  
Research and Innovation  
4019 E. Fowler Avenue, Ste 100  
 City: Tampa State: FL Zip Code: 33617-2008  
 Phone: 813-974-6001 Ext: \_\_\_\_\_ E-mail: rsch-awards@usf.edu

1.2.3 The name, address, telephone number and e-mail of the Provider's representative responsible for administration of the program under this Contract (and primary point of contact) are:

Name: Abby Shockley, MPH | Director  
 Address: 13301 Bruce B Downs Blvd, MHC 2615  
 City: Tampa State: FL Zip Code: 33612-3807  
 Phone: (813) 974-2330 Ext: \_\_\_\_\_ E-mail: ashockley1@usf.edu

1.2.4 The name, address, telephone number and e-mail address of the Contract Manager for the Department for this Contract are:

Name: Jennifer Benghuzzi  
 Address: Department of Children and Families  
2415 North Monroe Street, Suite 400  
 City: Tallahassee State: FL Zip Code: 32303  
 Phone: (850) 717-4348 Ext: \_\_\_\_\_ E-mail: jennifer.benghuzzi@myflfamilies.com

Per section 402.7305(1)(a), Florida Statutes (F.S.), the Department's Contract Manager is the primary point of contact through which all contracting information flows between the Department and the Provider. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party.

### 1.3 Effective and Ending Dates

This Contract shall be effective **July 1, 2021** or the last party signature date, whichever is later. The service performance period under this Contract shall commence on **July 1, 2021** or the effective date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **June 30, 2026**, subject to the survival of terms provisions of Section 7.4. This contract may be renewed in accordance with SS. 287.057(13) or 287.058(1)(g), F.S.

## **1.4 Contract Document**

This Contract is composed of the documents referenced in this section.

**1.4.1** The definitions found in the Standard Contract Definitions, located at: <http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf> are incorporated into and made a part of this Contract. Additional definitions may be set forth in Exhibit A, Special Provisions.

**1.4.2** The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract.

**1.4.3** The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 9, as provided therein.

**1.4.4** In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

**1.4.4.1** Exhibits A through F;

**1.4.4.2** Any documents incorporated into any exhibit by reference, or included as a subset thereof;

**1.4.4.3** This Standard Contract;

**1.4.4.4** Any documents incorporated into this Contract by reference;

**1.4.4.5** Attachments 1 through 2.

## **2. STATEMENT OF WORK**

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by the Department to the extent that it prescribes a fixed price payment method or does not provide a method of payment for added tasks.

### **2.1 Scope of Work**

The Scope of Work is described in Exhibit B.

### **2.2 Task List**

The Provider shall perform all tasks set forth in the Task List, found in Exhibit C, in the manner set forth therein.

### **2.3 Deliverables**

The Deliverables are described in Exhibit D.

### **2.4 Performance Measures**

**2.4.1** The performance measures for acceptance of deliverables are set forth in Exhibit D, Section D-4.

**2.4.2** To avoid contract termination, Provider's performance must meet the minimum acceptable level of performance set forth in Exhibit E, Minimum Performance Measures, Section E-1, regardless of any other performance measures in this Contract. By execution of this Contract, the Provider hereby acknowledges and agrees that its performance under the Contract must meet these Minimum Performance Measures and that it will be bound by the conditions set forth therein. If the Provider fails to meet these measures, the Department, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department must terminate the Contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

## **3. PAYMENT, INVOICE AND RELATED TERMS**

The Department shall pay for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1, subject to the availability of funds and

satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department per Section 3.1 and shall remain subject to subsequent audit or review to confirm contract compliance. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

### **3.1 Prompt Payment and Vendor Ombudsman**

Per section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract elsewhere specifies otherwise. Department determination of acceptable services shall be conclusive. Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. For any amount that is authorized for payment but is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved (or within thirty-five (35) days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

### **3.2 Method of Payment**

The Provider shall be paid in accordance with Exhibit F.

### **3.3 Invoices**

**3.3.1** The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract.

**3.3.2** The final invoice for payment shall be submitted to the Department no more than **60** days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

### **3.4 Financial Consequences**

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply financial consequences as provided for in Section 6.1. The parties agree that the penalties provided for under Section 6.1 constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per Section 6.2 and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 3.5, to the extent of such error. Financial consequences directly related to the deliverables under this Contract are defined in Exhibit F.

### **3.5 Overpayments and Offsets**

The Provider shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Department and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the Provider or its auditor or upon written notice by the Department, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the Department from the Provider under this or any other contract or agreement. If this contract involves federal or state financial assistance, the following applies: The Grantee shall return to the Department any unused funds; any accrued interest earned; and any unmatched grant funds, as detailed in the Final Financial Report, no later than 60 days following the ending date of this Contract.

### **3.6 MyFloridaMarketPlace Transaction Fee.**

This Contract is **exempt from** the MyFloridaMarketPlace transaction fee.

#### **4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE**

##### **4.1 Compliance with Statutes, Rules and Regulations**

In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Contract.

##### **4.2 State Policies**

The Provider shall comply with the policies set forth in the Department of Financial Services' Reference Guide for State Expenditures and active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing.

##### **4.3 Independent Contractor, Subcontracting and Assignments**

**4.3.1** In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees as a result of performing the duties or obligations of this Contract.

**4.3.2** The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

##### **4.3.3 The Provider may subcontract under this Contract**

**4.3.3.1** The Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of the Department, which shall not be unreasonably withheld. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida.

**4.3.3.2** The Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

**4.3.3.3** The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.

**4.3.4** To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (0.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

##### **4.4 Provider Indemnity**

Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this Contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms will also apply:

**4.4.1** If the Provider removes an infringing product because it is not reasonably able to modify that product or secure the Department the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.

**4.4.2** Further, the Provider shall indemnify the Department for all costs and attorneys' fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure; or arising from or relating to the scope of the Provider's redaction of the record, as provided for under Section 5.3, including litigation initiated by the Department.

**4.4.3** The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Provider of performance under this provision, in which case the Department shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

#### **4.5 Insurance**

The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. Upon the execution of this Contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Department reserves the right to require additional insurance as specified in this Contract.

#### **4.6 Notice of Legal Actions**

The Provider shall notify the Department of potential or actual legal actions taken against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact the Department. The Provider shall notify the Department's Contract Manager within ten (10) days of Provider becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

#### **4.7 Intellectual Property**

All intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of the Department, fully compensated for by the Contract amount. Neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

**4.7.1** If the Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in Exhibit A as having specific limitations, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by the Department its employees, agents or contractors during the term of this Contract and perpetually thereafter.

**4.7.2** All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

#### **4.8 Transition Activities**

Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Contract and shall support the requirements for transition as specified in a Department-approved Transition Plan, which shall be developed jointly with the new provider in consultation with the Department.

#### **4.9 Real Property**

Any State funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of State funding for this purpose, if the Provider disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the State's initial investment, as adjusted by depreciation.

#### **4.10 Publicity**

Without limitation, the Provider and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State agency or affiliate or any officer or employee of the State, or any State program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective customers.

#### **4.11 Sponsorship**

As required by section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

#### **4.12 Employee Gifts**

The Provider agrees that it will not offer to give or give any gift to any Department employee during the service performance period of this Contract and for a period of two years thereafter. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

#### **4.13 Mandatory Reporting Requirements**

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows:

**4.13.1** A reportable incident is defined in CFOP 180-4, which can be obtained from the Contract Manager.

**4.13.2** Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Contract Manager.

**4.13.3** Other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at [IG.Complaints@myffamilies.com](mailto:IG.Complaints@myffamilies.com). The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428.

#### 4.14 Employment Screening

**4.14.1** The Provider shall ensure that all staff utilized by the Provider and its subcontractors (hereinafter, "Contracted Staff") that are required by Florida law and by CFOP 60-25, Chapter 2, which is hereby incorporated by reference to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

**4.14.1.1** Employment history checks;

**4.14.1.2** Fingerprinting for all criminal record checks;

**4.14.1.3** Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

**4.14.1.4** Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and

**4.14.1.5** Security background investigation, which may include local criminal record checks through local law enforcement agencies.

**4.14.1.6** Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

**4.14.2** The Provider shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

**4.14.3** The Department requires, as applicable, the use of the Officer of Inspector General's Request for Reference Check form (CF 774), which states: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families or a Contract or sub-contract provider, a check with the Office of Inspector General (IG) is required to determine if the individual is or has been a subject of an investigation with the IG's Office. The request will only be made on the individual that is being recommended to be hired for the position if that individual has previously worked for the Contract or sub-contract provider, or if that individual is being promoted, transferred or demoted within the Contract or sub-contract provider."

#### 4.15 Human Subject Research

The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §§ 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

#### 4.16 Coordination of Contracted Services

Section 287.0575, F.S., mandates various duties and responsibilities for certain State agencies and their contracted service providers, and requires the following Florida health and human services agencies to coordinate their monitoring of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs, and Department of Veterans Affairs, where applicable.

In accordance with section 287.0575(2), F.S., each contract service provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of their health and human services contracts to their respective Contract Manager(s). The list must include the following information:

**4.16.1** Name of each contracting State agency and the applicable office or program issuing the contract.

**4.16.2** Name of each contracting State agency and the applicable office or program issuing the contract.

**4.16.3** Identifying name and number of the contract.

**4.16.4** Starting and ending date of each contract.

**4.16.5** Amount of each contract.

**4.16.6** A brief description of the purpose of the contract and the types of services provided under each contract.

**4.16.7** Name and contact information of each Contract Manager.

## **5. RECORDS, AUDITS AND DATA SECURITY**

### **5.1 Records, Retention, Audits, Inspections and Investigations**

**5.1.1** The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 5.1.2. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

**5.1.2** Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Department.

**5.1.3** At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 2 CFR § 200.336, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

**5.1.4** A financial and compliance audit shall be provided to the Department as specified in this Contract and in Attachment 1.

**5.1.5** The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

**5.1.6** No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

### **5.2 Inspections and Corrective Action**

The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this Contract. Following such review, the Department may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's direction. This provision will not limit the Department's choice of remedies under law, rule, or this contract.

### **5.3 Provider's Confidential and Exempt Information**

**5.3.1** By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. The Provider, upon written request of the Department, shall promptly provide a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

**5.3.2** Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:

**5.3.2.1** The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.

**5.3.2.2** The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 5.3.2.1. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.1, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

**5.3.3** The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

#### **5.4 Health Insurance Portability and Accountability Act**

☒ The Provider certifies that neither it nor its subcontractors will have access to, receive or provide Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (42 U.S.C. § 1320d.) and the regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) incidental to performance of this Contract.

☐ In compliance with 45 CFR § 164.504(e), the Provider shall comply with the provisions of Attachment \_\_ to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to the Provider's performance of this Contract.

#### **5.5 Information Security**

The Provider shall comply with, and be responsible for ensuring subcontractor compliance as if they were the Provider with, the following information security requirements whenever the Provider or its subcontractors have access to Department information systems or maintain any client or other confidential information in electronic form:

**5.5.1** An appropriately skilled individual shall be identified by the Provider to function as its Information Security Officer. The Information Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of information security for Department information systems or any client or other confidential information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to Department information systems or any client or other confidential information. The Information Security Officer will ensure that any access to Department information systems or any client or other confidential information is removed immediately upon such access no longer being required for Provider's performance under this contract.

**5.5.2** The Provider shall provide the latest Departmental security awareness training to all who request or have access, through the Provider's access, to Department information systems or any client or other confidential information.

**5.5.3** All who request or have access, through the Provider's access, to Department information systems or any client or other confidential information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the Contract Manager.

**5.5.4** The Provider shall prevent unauthorized disclosure or access, from or to Department information systems or client or other confidential information. Client or other confidential information on systems and network capable devices shall be encrypted per CFOP 50-2.

**5.5.5** The Provider agrees to notify the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

**5.5.6** The Provider shall, at its own cost, comply with section 501.171, F.S. The Provider shall also, at its own cost, implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

#### **5.6 Public Records**

**5.6.1** The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. As required by section

287.058(1)(c), F.S., it is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

**5.6.2** As required by section 119.0701, F.S., to the extent that the Provider is acting on behalf of the Department within the meaning of section 119.011(2), F.S., the Provider shall:

**5.6.2.1** Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.

**5.6.2.2** Upon request from the Department's custodian of public records, provide to the Department a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

**5.6.2.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to the Department.

**5.6.2.4** Upon completion of the contract, transfer, at no cost, to the Department all public records in possession of the Provider or keep and maintain public records required by the Department to perform the service. If the Provider transfers all public records to the Department upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

**5.6.3 IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT [DCFCustodian@MYFLFAMILIES.COM](mailto:DCFCustodian@MYFLFAMILIES.COM), OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 1317 WINEWOOD BLVD., TALLAHASSEE, FL 32399.**

## **6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION**

### **6.1 Financial Penalties for Failure to Take Corrective Action**

**6.1.1** In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., should the Department require a corrective action to address noncompliance under this Contract, incremental penalties listed in section 6.1.2 through section 6.1.3 shall be imposed for Provider failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the Department to complete corrective action, but shall not exceed ten (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict the Department's application of any other remedy available to it under law or this Contract.

**6.1.2** The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan, in accordance with the following standards.

**6.1.2.1** Noncompliance that is determined by the Department to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

**6.1.2.2** Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty.

**6.1.2.3** Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

**6.1.3** The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Provider.

## 6.2 Termination

**6.2.1** In accordance with Section 22 of PUR 1000 Form, this Contract may be terminated by the Department without cause upon no less than thirty (30) calendar days' notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.

**6.2.2** This Contract may be terminated by the Provider upon no less than one-hundred and twenty (120) calendar days' notice in writing to the Department unless another notice period is mutually agreed upon in writing.

**6.2.3** In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to the Provider. The Department shall be the final authority as to the availability and adequacy of funds.

**6.2.4** In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Provider, excluding Saturday, Sunday, and Holidays. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Contract. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

**6.2.5** Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider. To be terminated under this provision, the Provider must have:

**6.2.5.1** Previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or

**6.2.5.2** Had a contract terminated by the Department for cause.

**6.2.6** In the event of termination under Sections 6.2.1 or 6.2.3, the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.

**6.2.7** If this Contract is for an amount of \$1 Million or more, the Department may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this contract, the Department may terminate this contract at any time the Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

## 6.3 Dispute Resolution

**6.3.1** Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department, which shall be reduced to writing and a copy of the decision shall be provided to the Provider by the Contract Manager. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Department's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution.

**6.3.2** After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract.

**6.3.3** After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the exhibits or other attachments, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties.

**6.3.4** Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.

**6.3.5** This section shall not limit the parties' rights of termination under Section 6.2.

**6.3.6** All notices provided by the Department under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.3 via the U.S. Postal Service or any other delivery service that provides verification of delivery, or via hand delivery. All notices provide by the Provider under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.4 via U.S. Postal Service or any other delivery service that provides verification of delivery, or via hand delivery.

## **7. OTHER TERMS**

### **7.1 Governing Law and Venue**

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. State Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be in Leon County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

### **7.2 No Other Terms**

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

### **7.3 Severability of Terms**

If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.

### **7.4 Survival of Terms**

Unless a provision hereof expressly states otherwise, all provisions hereof concerning obligations of the Provider and remedies available to the Department survive the ending date or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment.

### **7.5 Modifications**

Modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

### **7.6 Anticompetitive Agreements**

The Provider will not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Department or a provider of services to the Department.

### **7.7 Communications**

Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication in writing, such communication includes email, and attachments thereto are deemed received when the email is received.

### **7.8 Accreditation**

The Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

### **7.9 Transitioning Young Adults**

The Provider understands the Department's interest in assisting young adults aging out of the dependency system. The Department encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

**7.10 DEO and Workforce Florida**

The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Department encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.

**7.11 Purchases by Other Agencies**

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.045, Florida Administrative Code, if requested by another agency. Other State agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

**7.12 Unauthorized Aliens**

Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Department for violation of section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider and its subcontractors will enroll in and use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employees assigned to the contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

**7.13 Civil Rights Requirements**

These requirements shall apply to the Provider and all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

**7.13.1** The Provider shall comply with the provisions In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status.

**7.13.2** The Provider shall not discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16.

**7.13.3** If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within thirty (30) days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

**7.14 Use of Funds for Lobbying Prohibited**

The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a State agency.

**7.15 Public Entity Crime and Discriminatory Contractors**

Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

## 7.16 Whistleblower's Act Requirements

In accordance with subsection 112.3187, F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

## 7.17 PRIDE

Articles which are the subject of or are required to carry out this Contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this Contract, the Provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

## 7.18 Recycled Products

The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of sections 403.7065, F.S.

## 8. FEDERAL FUNDS APPLICABILITY

The terms in this section apply if Federal Funds are used to fund this Contract.

### 8.1 Federal Law

**8.1.1** The Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 2 CFR, Part 200, and other applicable regulations.

**8.1.2** If this Contract contains \$10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 if applicable.

**8.1.3** If this Contract contains over \$150,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to the Department.

**8.1.4** No Federal Funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains Federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment N/A. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Contract.

**8.1.5** If this Contract provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. § 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

**8.1.6** If the Provider is a federal subrecipient or pass-through entity, then the Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**8.1.7** If the Provider is a federal subrecipient or pass through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine whether or not its subcontracts are being awarded to a "contractor" or a

"subrecipient," as those terms are defined in 2 CFR, Part 200. If a Provider's subcontractor is determined to be a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

## **8.2 Federal Funding Accountability and Transparency Act (FFATA)**

The FFATA Act of 2006 is an act of Congress that requires the full disclosure to the public of all entities or organizations receiving federal funds.

**8.2.1** The Provider will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Contract includes \$30,000 or more in Federal Funds (as determined over its entire term). The Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds and receives more than \$25 million in total federal funding.

**8.2.2** The Digital Accountability and Transparency Act (DATA) 2014 is an expansion of the FFATA Act of 2006, the purpose is for further transparency by establishing government-wide data identifiers and standardized reporting formats to recipient and sub-recipients.

## **8.3 Federal Whistleblower Requirements**

Pursuant to Section 11(c) of the OSH Act of 1970 and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act can be found at this website: <http://www.whistleblowers.gov>.

## **9. CLIENT SERVICES APPLICABILITY**

The terms in this section apply if the box for Client Services is checked at the beginning of this Contract.

### **9.1 Client Risk Prevention**

If services to clients are to be provided under this Contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

### **9.2 Emergency Preparedness Plan**

If the tasks to be performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this contract, submit to the Contract Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term "supervision" includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting. No later than twelve months following the Department's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary. The Department agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assume implementation of agreed emergency relief provisions.

### **9.3 Support to the Deaf or Hard-of-Hearing**

**9.3.1** The Provider and its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and CFOP 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.

**9.3.2** If the Provider or any of its subcontractors employs 15 or more employees, such Provider and subcontractor shall each designate a Single-Point-of-Contact to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database by the 5<sup>th</sup> business day of the month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The

name and contact information for the Provider's Single-Point-of-Contact shall be furnished to the Department's Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

**9.3.3** The Provider shall, within thirty (30) days of the effective date of this requirement, contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.

**9.3.4** The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and their subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

**9.3.5** The Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The Provider and its subcontractors. The approved Notice is available at: <http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters>.

**9.3.6** The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

**9.3.7** If customers or companions are referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

**9.3.8** The Department requires each contract/subcontract provider agency's direct service employees to complete training on [serving our Customers who are Deaf or Hard-of-Hearing](#) and sign the Attestation of Understanding. Direct service employees performing under this Contract will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

#### **9.4 Confidential Client and Other Information**

Except as provided in this Contract, the Provider shall not use or disclose but shall protect and maintain the confidentiality of any client information and any other information made confidential by Florida law or Federal laws or regulations that is obtained or accessed by the Provider or its subcontractors incidental to performance under this Contract.

**9.4.1** State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 741.3165 and 916.107, F.S.

**9.4.2** Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. § 2020(e)(8), 42 U.S.C. § 602 and 2 CFR § 200.303 and 2 CFR § 200.337, 7 CFR § 272.1(c), 42 CFR §§ 2.1-2.3, 42 CFR §§ 431.300-306, 45 CFR § 205.

**9.4.3** A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

#### **9.5 Major Disasters and Emergencies**

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department and payment will be issued upon FEMA approval and reimbursement.

By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described in Section 1.4.

IN WITNESS THEREOF, the parties hereto have caused this 40 page Contract to be executed by their undersigned officials as duly authorized.

PROVIDER: University of South Florida, Board of FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES  
Trustees, a public body corporate

|            |                                                                                   |            |                                                                                    |
|------------|-----------------------------------------------------------------------------------|------------|------------------------------------------------------------------------------------|
| Signature  |  | Signature  |  |
| Print/Type |                                                                                   | Print/Type |                                                                                    |
| Name:      | Eric Kern                                                                         | Name:      | Shevaun L. Harris                                                                  |
| Title:     | Director, Sponsored Research                                                      | Title:     | Secretary                                                                          |
| Date:      | 6/24/2021   2:59 PM EDT                                                           | Date:      | 6/24/2021   5:13 PM EDT                                                            |

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

Federal Tax ID # (or SSN): 59-3102112

Provider Fiscal Year Ending Date: 06/30.

The Remainder of this Page Intentionally Left Blank.

**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. Program Specific Terms**

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

**A-1.1.1. Applicant** means a county or consortium of counties, or a not-for-profit community provider or managing entity designated by a county planning council or committee, as described s. 394.657(5), F.S., when submitting an application in response to a Request For Applications (RFA) under the Criminal Justice Substance Abuse Mental Health Reinvestment Grant Program.

**A-1.1.2. Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant Program** (hereinafter referred to as "Reinvestment Grant Program") means the program created in s. 394.656, F.S.

**A-1.1.3. The Criminal Justice, Mental Health, and Substance Abuse Technical Assistance Center** (hereinafter referred to as "TAC") means the center created in s. 394.659, F.S.

**A-1.1.4. Grantee** means any Applicant awarded funding as a result of a Reinvestment Grant Program RFA.

**A-1.1.5. Sequential Intercept Mapping** means a process for reviewing a local community's behavioral health, criminal justice, and related systems and identifying points of interceptions where interventions may be made to prevent an individual with a substance use disorder or mental illness from entering further into the criminal justice system.

**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** The last sentence in **Section 4.7.1** is hereby amended to read: "For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by the Department, its employees, agents or contractors during the term of this Contract and perpetually thereafter for Florida government purposes."

**A-4.2** The last sentence in **Section 4.7.2** is hereby amended to read: "Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products for Florida government purposes."

**A-5. RECORDS, AUDITS AND DATA SECURITY**

At execution, services under this Contract do not require the Provider to access Department information systems or maintain any client or other confidential information in electronic form as referenced in **Section 5.5**, therefore the provisions of CFOP 50-2 are not applicable to services under this Contract. In the event this Contract is subsequently amended to authorize access to Department information systems or maintenance of client or other confidential information, the provisions of **Section 5.5** shall apply as of the amendment execution.

**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 Block Grants Regarding Mental Health and Substance Abuse****A1-1.1.1 Block Grants for Community Mental Health Services**

42 U.S.C. ss. 300x, et seq.

**A1-1.1.2 Block Grants for Prevention and Treatment of Substance Abuse**

42 U.S.C. ss. 300x-21 et seq.

45 C.F.R. Part 96, Subpart L

**A1-1.2 Department of Health and Human Services, General Administration, Block Grants**

45 C.F.R. Part. 96

**A1-1.3 Charitable Choice Regulations Applicable to Substance Abuse Block Grant and PATH Grant**

42 C.F.R. Part 54

**A1-1.4 Confidentiality of Substance Use Disorder Patient Records**

42 C.F.R. Part 2

**A1-1.5 Security and Privacy**

45 C.F.R. Part 164

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

20 C.F.R. Part 416

**A1-1.7 Temporary Assistance to Needy Families (TANF)**

42 U.S.C. ss. 601 - 619

45 C.F.R., Part 260

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

42 U.S.C. ss. 290cc-21 – 290cc-35

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

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

**A1-1.10 Prevention of Trafficking (Trafficking Victims Protection Act of 2000)**

22 U.S.C. s. 7104

2 C.F.R. Part 175

**A1-2 FLORIDA STATUTES****A1-2.1 Child Welfare and Community Based Care**

Ch. 39, F.S. Proceedings Relating to Children

Ch. 402, F.S. Health and Human Services: Miscellaneous Provisions

**A1-2.2 Substance Abuse and Mental Health Services**

Ch. 381, F.S. Public Health: General Provisions

Ch. 386, F.S. Particular Conditions Affecting Public Health

Ch. 394, F.S. Mental Health

|                     |                                                               |
|---------------------|---------------------------------------------------------------|
| Ch. 395, F.S.       | Hospital Licensing and Regulation                             |
| Ch. 397, F.S.       | Substance Abuse Services                                      |
| Ch. 400, F.S.       | Nursing Home and Related Health Care Facilities               |
| Ch. 414, F.S.       | Family Self-Sufficiency                                       |
| Ch. 458, F.S.       | Medical Practice                                              |
| Ch. 464, F.S.       | Nursing                                                       |
| Ch. 465, F.S.       | Pharmacy                                                      |
| Ch. 490, F.S.       | Psychological Services                                        |
| Ch. 491, F.S.       | Clinical, Counseling, and Psychotherapy Services              |
| Ch. 499, F.S.       | Florida Drug and Cosmetic Act                                 |
| Ch. 553, F.S.       | Building Construction Standards                               |
| Ch. 893, F.S.       | Drug Abuse Prevention and Control                             |
| S. 409.906(8), F.S. | Optional Medicaid Services – Community Mental Health Services |

**A1-2.3 Developmental Disabilities**

|               |                            |
|---------------|----------------------------|
| Ch. 393, F.S. | Developmental Disabilities |
|---------------|----------------------------|

**A1-2.4 Adult Protective Services**

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

**A1-2.5 Forensics**

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

**A1-2.6 State Administrative Procedures and Services**

|                         |                                                                                                                    |
|-------------------------|--------------------------------------------------------------------------------------------------------------------|
| Ch. 119, F.S.           | Public Records                                                                                                     |
| Ch. 120, F.S.           | Administrative Procedures Act                                                                                      |
| Ch. 287, F.S.           | Procurement of Personal Property and Services                                                                      |
| Ch. 435, F.S.           | Employment Screening                                                                                               |
| Ch. 815, F.S.           | Computer-Related Crimes                                                                                            |
| Ch. 817, F.S.           | Fraudulent Practices                                                                                               |
| S. 112.061, F.S.        | Per diem and travel expenses of public officers, employees, and authorized persons                                 |
| S. 112.3185, F.S.       | Additional standards for state agency employees                                                                    |
| S. 215.422, F.S.        | Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance |
| S. 216.181(16)(b), F.S. | Advanced funds for program startup or contracted services                                                          |

**A1-3 FLORIDA ADMINISTRATIVE CODE****A1-3.1 Child Welfare and Community Based Care**

|                    |                               |
|--------------------|-------------------------------|
| Ch. 65C-13, F.A.C. | Foster Care Licensing         |
| Ch. 65C-14, F.A.C. | Child-Caring Agency Licensing |

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

### **A1-3.2 Substance Abuse and Mental Health Services**

Ch. 65D-30, F.A.C. Substance Abuse Services Office

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

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

Ch. 65E-10, F.A.C. Psychotic and Emotionally Disturbed Children - Purchase of Residential Services Rules

Ch. 65E-11, F.A.C. Behavioral Health Services

Ch. 65E-12, F.A.C. Public Mental Health Crisis Stabilization Units and Short-Term Residential Treatment Programs

Ch. 65E-14, F.A.C. Community Substance Abuse and Mental Health Services - Financial Rules

Ch. 65E-20, F.A.C. Forensic Client Services Act Regulation

Ch. 65E-26, F.A.C. Substance Abuse and Mental Health Priority Populations and Services

### **A1-3.3 Financial Penalties**

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

## **A1-4 MISCELLANEOUS**

### **A1-4.1 Department of Children and Families Operating Procedures**

CFOP 155-10 / 175-40 Services for Children with Mental Health and Any Co-Occurring Substance Abuse or Developmental Disability Treatment Needs in Out-of-Home Care Placements

CFOP 155-11 Title XXI Behavioral Health Network

CFOP 155-47 Processing Referrals from The Department of Corrections

CFOP 215-6 Incident Reporting and Analysis System (IRAS)

### **A1-4.2 Standards applicable to Cost Principles, Audits, Financial Assistance and Administrative Requirements**

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

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

S. 215.971, F.S. Agreements funded with federal or state assistance

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

Ch. 69I-5, F.A.C. State Financial Assistance

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

CFO's Memorandum No. 02 Reference Guide for State Expenditures

Comptroller's Memorandum No. 04 Guidance on all Contractual Service Agreements Pursuant to Section 215.971, Florida Statutes

CFO's Memorandum No. 20 Compliance Requirements for Agreements

2 C.F.R., Part 200 Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, available at <https://federalregister.gov/a/2013-30465>

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

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

**A1-4.3 Data Collection and Reporting Requirements**

|                        |                                                                                 |
|------------------------|---------------------------------------------------------------------------------|
| S. 394.74(3)(e), F.S.  | Data Submission                                                                 |
| S. 394.9082, F.S.      | Behavioral health managing entities                                             |
| S. 394.77, F.S.        | Uniform management information, accounting, and reporting systems for providers |
| S. 397.321(3)(c), F.S. | Data collection and dissemination system                                        |
| DCF PAM 155-2          | Mental Health and Substance Abuse Measurement and Data                          |

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**EXHIBIT B - SCOPE OF WORK****B-1. SCOPE OF SERVICE**

Under this Contract, the Provider shall provide technical support and resource sharing to Applicants and Grantees funded by the Reinvestment Grant Program.

**B-2. MAJOR CONTRACT GOALS**

The TAC shall assist Applicants in preparing a Reinvestment Grant Program application; projecting the effect of grant programs on county detention facility populations; monitoring the effect of the Reinvestment Grant Program on county criminal justice systems; disseminating and sharing evidence-based practices among Grantees; acting as a clearinghouse for information and resources related to criminal justice, juvenile justice, mental health and substance abuse; coordinating and organizing the process of state interagency justice, mental health, and substance abuse workgroups, if so directed by the Department, with the outcomes of the local grant projects for state and local policy and budget development and system planning.

**B-3. SERVICE AREA/LOCATIONS/TIMES****B-3.1. Service Area**

The Provider shall provide services to Reinvestment Grant Program Applicants and Grantees throughout Florida as determined by the Department's grant solicitations.

**B-3.2. Service Delivery Locations**

The Provider's headquarters are located at 13301 Bruce B. Downs Boulevard, Tampa, Florida, 33612. The Provider shall deliver services to Applicants and Grantees statewide through a combination of remote technical assistance and on-site technical assistance as specified in **Section C-1**.

**B-3.3. Service Times**

**B-3.3.1.** Services shall be 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 and University recognized holidays. Changes in service times and any additional holidays that the Provider wants to observe shall be approved in writing by the Department.

**B-3.3.2.** The Provider shall ensure trained staff are available for technical assistance at other times convenient to the Applicants, Grantees, and the Department.

**B-3.3.3.** The Provider shall schedule all formal technical assistance activities at times designed to ensure the greatest participation possible by attendees.

**B-3.3.4.** Scheduled dates for formal technical assistance and deliverable due dates are subject to change by the Department based on delays beyond the control of the Provider or 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 office location or any changes that will affect the Department's ability to contact the Provider by telephone, facsimile, or email.

**B-3.5 Program Years**

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

**B-3.5.1** Program Year 1: 7/1/21 - 6/30/22

**B-3.5.2** Program Year 2: 7/1/22 - 6/30/23

**B-3.5.3** Program Year 3: 7/1/23 - 6/30/24

**B-3.5.4** Program Year 4: 7/1/24 - 06/30/25

**B-3.5.5** Program Year 5: 7/1/25 - 06/30/26.

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

This is a non-client services Contract.

**B-5. CLIENT ELIGIBILITY**

This is a non-client services Contract.

**B-6. CLIENT DETERMINATION**

This is a non-client services Contract.

**B-7. EQUIPMENT**

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

**B-8. CONTRACT LIMITS**

The total funds awarded under this Contract shall not exceed \$500,000.00 per Fiscal Year and \$2,500,000.00 over the lifetime of this Contract.

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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****C-1.1. Technical Assistance Tasks**

**C-1.1.1.** The Provider shall provide technical assistance to Applicants as follows:

**C-1.1.1.1.** Assist in the preparation of the Reinvestment Grant Program application.

**C-1.1.1.2.** Assist in identifying key stakeholders in the community.

**C-1.1.1.3.** Provide off-site technical assistance, via phone calls, conference calls, emails, or other electronic means.

**C-1.1.1.4.** Project the effect of the proposed intervention on the population of the county's detention facility.

**C-1.1.2.** The Provider shall provide technical assistance to Grantees as follows:

**C-1.1.2.1.** Monitor the effect of a Grant award on the criminal justice system in the county.

**C-1.1.2.2.** Conduct a technical assistance needs assessment survey at the beginning of each Fiscal Year.

**C-1.1.2.3.** Provide assistance to Grantees completing the technical assistance needs assessment survey.

**C-1.1.2.4.** Conduct Sequential Intercept Mapping as part of a planned TA Needs Assessment Survey priority.

**C-1.1.2.5.** Conduct a minimum of one formal technical assistance visit to Planning Grantees. The formal visit may be either on-site (if requested by Grantee) or conducted remotely.

**C-1.1.2.6.** Conduct a minimum of two formal on-site or remote technical assistance visits to Implementation and Expansion Reinvestment Grantees within a three-year period.

**C-1.1.2.7.** Conduct three formal technical assistance conference calls with all Grantees in at least three separate quarters of each Fiscal Year.

**C-1.1.2.8.** Provide ongoing off-site technical assistance to Grantees upon request via remote conferencing, phone calls and conference calls, emails, or other electronic means.

**C-1.1.3.** The Provider shall provide technical assistance to the Department as follows:

**C-1.1.3.1.** Identify Subject Matter Experts available to provide technical assistance, consultation and training to the Applicants and Grantees on topics that are related to, but not limited to, the following:

**C-1.1.3.1.1.** Strategic planning and local system development.

**C-1.1.3.1.2.** On-site reviews of a grantee's overall approach, program development, goals and objectives.

**C-1.1.3.1.3.** On-site consultation on CJMHSA advisory membership development, roles and responsibilities; communication with County Commissions, local resources.

**C-1.1.3.1.4.** Application of the Sequential Intercept Model.

**C-1.1.3.1.5.** Use of evidence-based and best practices.

**C-1.1.3.1.6.** Crisis Intervention Teams (CIT), mobile crisis models, and transportation plans.

**C-1.1.3.1.7.** Jail Diversion systems and models such as Central Receiving Systems and Baker Act or Marchman Act diversion programs.

**C-1.1.3.1.8.** Forensic Intensive Case Management.

**C-1.1.3.1.9.** Supportive housing and Housing First initiatives.

**C-1.1.3.1.10.** Discharge planning and re-entry programs.

**C-1.1.3.1.11.** Juvenile justice systems development.

- C-1.1.3.1.12. Cost effectiveness and methods of cost offset or avoidance.
- C-1.1.3.1.13. Grant writing and proposal development.
- C-1.1.3.1.14. SAMHSA Tool kits and additional federal resources.
- C-1.1.3.1.15. Screening and risk assessment tools.
- C-1.1.3.1.16. Guidance on HIPAA barriers and solutions.
- C-1.1.3.1.17. Access to other state, national consultants and CJMHSA experts through conference calls.
- C-1.1.3.1.18. Jail diversion and the Reinvestment Grant Program.
- C-1.1.3.1.19. Substance use disorder system planning.
- C-1.1.3.1.20. Best practices associated with opioid use disorder interventions.
- C-1.1.3.1.21. Application of Medication Assisted Treatment in criminal justice settings.
- C-1.1.3.1.22. Data analysis and evaluation of grant impact.
- C-1.1.3.1.23. Best practices for the use of peers and recovery support services / Recovery-oriented systems of care.
- C-1.1.3.1.24. High-Fidelity Wraparound application to juvenile justice programs.
- C-1.1.3.1.25. Mental Health First Aid.
- C-1.1.3.1.26. Children's System of Care planning and coordination.
- C-1.1.3.1.27. Addressing stigma across systems and programs.
- C-1.1.3.1.28. Early Intervention in Psychosis.
- C-1.1.3.1.29. Cultural Competency in Behavioral Health Programs and Systems (NOT competency restoration, but organizational cultural competence).
- C-1.1.3.1.30. Problem-solving courts.
- C-1.1.3.1.31. Supported Employment.
- C-1.1.3.1.32. Assertive Community Treatment (ACT) Teams.

**C-1.1.3.2.** Participate in a Department-sponsored conference call with prospective Reinvestment Grant Program Applicants to inform them about the purpose of the Grant Program, the Grant process, the role of TAC, and to respond to questions or concerns.

**C-1.1.3.3.** Review the Reinvestment Grant Program applications of Department approved Reinvestment Grant awardees and provide a summary of post-award analysis of the applications; and recommend Grantee-specific Grant language to the Department, prioritizing the Grantee's goal and objectives.

**C-1.1.3.4.** Collaborate with the Department in the development of Reinvestment Grant Program monitoring and data collection tools to develop the Grantee's Quarterly Program Status Reporting Template.

**C-1.1.3.5.** Consult with the Department on Grantees' progress throughout each grant award cycle.

**C-1.1.4.** The Provider shall design and implement a satisfaction survey available to all Grantees receiving formal technical assistance visits from the TAC. The survey shall include a rating scale for assessment of the TAC's technical assistance services. The Provider shall include an aggregate summary of ratings of the previous quarter's satisfaction surveys in each quarterly progress report and a roll-up of the recipient's commentary.

## **C-1.2. Information Dissemination Tasks**

**C-1.2.1.** The Provider shall disseminate and share evidence-based practices with Grantees and Applicants through the TAC's website at: <http://www.floridatac.org>

**C-1.2.2.** The website shall act as a clearinghouse for information and resources related to criminal justice, juvenile justice, mental health, and substance abuse.

**C-1.2.3.** The Provider shall update the website on a quarterly basis with evidence-based practices, Reinvestment Grant Program announcements, FAQs, portals for trainings, links to web-based trainings for interested parties, and other Reinvestment Grant Program evidence-based practices.

### **C-1.3. Reporting and Analysis Tasks**

**C-1.3.1.** The Provider shall collect and analyze data submitted by Grantees quarterly, for the purposes of providing ad hoc summary reports and to contribute to the Annual Legislative Report.

**C-1.3.2.** The Provider shall identify Common Program Features and Program Models across counties for inclusion in the Annual Legislative Report.

**C-1.3.3.** The Provider shall submit the Final Annual Legislative Report required by Section 394.659(2), F.S., to the Department for approval. Upon the Department's approval, the Provider shall submit the Annual Legislative Report to the Governor, the President of the Senate, and the Speaker of the House of Representatives by January 1st of each year as required by Section 394.659(2), F.S. The report shall include:

**C-1.3.3.1.** A detailed description of the progress made by each Grantee in meeting the goals described in their Reinvestment Grant Program application.

**C-1.3.3.2.** A description of the effect the Grant-funded initiatives have had on meeting the needs of adults and juveniles who have a mental illness, substance abuse disorder, or co-occurring mental health and substance abuse disorders, thereby reducing the number of forensic commitments to state mental health treatment facilities.

**C-1.3.3.3.** A summary of the effect of the Reinvestment Grant Program on the growth and expenditures of the jail, juvenile detention center, and prison.

**C-1.3.3.4.** A summary of the initiative's effect on the availability and accessibility of effective community-based mental health and substance abuse treatment services for adults and juveniles who have a mental illness, substance abuse disorder, or co-occurring mental health and substance abuse disorders. The summary shall describe how the expanded community diversion alternatives have reduced incarceration and commitments to state mental health treatment facilities.

**C-1.3.3.5.** A summary of how the local matching funds provided by the county or consortium of counties leveraged additional funding to further the goals of the Reinvestment Grant Program.

### **C-1.4. Task Limits**

The Provider is not authorized by the Department to perform any tasks related to the project other than those described in the Task List without the express written consent of the Department.

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

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

#### **C-2.1.1. Staffing Levels**

The Provider shall maintain staffing in accordance with the Department's approved budget using the following key personnel:

**C-2.1.1.1.** A Principal Investigator shall oversee all Contract activity and ensure completion of deliverables and communication with all stakeholders.

**C-2.1.1.2.** The Provider shall obtain subject matters experts as needed to complete project deliverables and to best meet the needs of the Applicants, Grantees, and the Department. To the extent possible, the subject matter experts shall be employees of the University of South Florida; however, non-employee consultants may be obtained to address specific technical assistance needs on a case-by-case basis. The Department must approve all subject matter experts and will provide approval in writing via either a letter or e-mail correspondence.

**C-2.1.1.3.** The Provider shall maintain sufficient levels of staff to discharge its contractual responsibilities throughout the Contract period. In the event the Department determines that the Provider's staffing levels are insufficient to discharge all contractual responsibilities, the Department will advise the Provider in writing, and the Provider shall have thirty (30) calendar days to remedy the identified staffing deficiencies.

**C-2.1.2. Staffing Changes**

The Provider shall notify the Department's Contract Manager in writing within ten (10) days of staffing changes regarding the position of the Principal Investigator and the subject matter experts. The Provider shall replace any employee whose continued presence would be detrimental to the success of the project, as determined by the Department, with an employee of equal or superior qualifications. The final decision shall be at the discretion of the Department.

**C-2.2. Professional Qualifications**

**C-2.2.1.** Unless waived by the Department, the Principal Investigator shall be a tenured member of the faculty of the University of South Florida and shall have a minimum of a master's degree in the Criminal Justice, Substance Abuse and/or Mental Health fields. The Principal Investigator shall have a minimum of five (5) years' employment experience in Criminal Justice and five (5) years' experience in substance abuse services, mental health services, or any combination thereof. The minimum years for each field may be concurrent.

**C-2.2.2.** The subject matter experts shall have a minimum of a Bachelor's degree in one of the following areas of expertise: mental illness; substance abuse; forensic assessment and treatment; curriculum development; co-occurring disorders; data analysis; community development; grant development; web design; computer programming; training coordination.

**C-2.2.3.** Relevant employment experience may be substituted for educational requirements with the prior written approval of the Department.

**C-2.3. Subcontracting**

The Provider may subcontract, subject to the requirements of the **Section 4.3**. The Provider shall complete at least 51 percent of the work requirements under this Contract using its own employees and staff.

**C-2.4. Records and Documentation**

**C-2.4.1.** The Provider shall protect confidential records from disclosure and protect participants' confidentiality in accordance with s. 397.501(7), F.S.

**C-2.4.2.** Unless otherwise specified in **Section C-2.5**, all correspondence, reports, records and documentation may be maintained and provided to the Department electronically.

**C-2.5. Reports**

**C-2.5.1.** The Provider shall document all tasks and activities under this Contract in the following reports, to be submitted for review and approval in accordance with **Table 1**. All deliverable reporting due dates in **Table 1** are subject to change by mutual agreement between the Provider and the Department with e-mail written approval by the Department.

| Table 1 - Reporting Schedule                              |           |                                                                                                       |                   |
|-----------------------------------------------------------|-----------|-------------------------------------------------------------------------------------------------------|-------------------|
| Report Name                                               | Frequency | Report Due Date(s)                                                                                    | # of Copies       |
| Quarterly Progress Report                                 | Quarterly | 15th day of the month following the quarter of program services or activities                         | 1 electronic copy |
| Quarterly Expenditure Report                              |           |                                                                                                       |                   |
| Draft Annual Legislative Report                           | Annually  | December 3, 2021<br>December 2, 2022<br>December 1, 2023<br>December 2, 2024<br>December 1, 2025      |                   |
| Final Annual Legislative Report                           |           | December 17, 2021<br>December 16, 2022<br>December 15, 2023<br>December 16, 2024<br>December 15, 2025 |                   |
| CJMHSR Reinvestment Grant Program Analysis Summary Report | Once      | June 30, 2026                                                                                         |                   |

**C-2.5.2.** The Provider shall submit Quarterly Progress Reports and Annual Legislative Reports to the Department's Contract Manager.

**C-2.5.2.1.** Each Quarterly Progress Report shall include:

**C-2.5.2.1.1.** A complete summary of activities and accomplishments for each item in **Sections C-1.1 and C-1.2**, during the previous quarter.

**C-2.5.2.1.2.** Results of the satisfaction surveys completed by Grantees who received a formal technical assistance site visit during the previous quarter.

**C-2.5.2.1.3.** Recommendations and suggested strategies for furthering the development of the TAC and Reinvestment Grant Program.

**C-2.5.2.1.4.** A summary of the formal technical assistance conference calls with Grantees.

**C-2.5.2.1.5.** A summary of the technical assistance provided during the previous quarter.

**C-2.5.2.1.6.** A summary of quarterly compliance with the Minimum Performance Standards for Acceptance of Deliverables in **Sections D-4.1 through D-4.5**.

**C-2.5.2.2.** The following source documentation of the task and activities under **Sections C-1.1 and C-1.2**, shall be submitted with the Quarterly Progress report:

**C-2.5.2.2.1.** Provide a log of quarterly technical assistance (TA) provided to Reinvestment Grant Program Applicants and Grantees. The TA log shall include the following elements:

**C-2.5.2.2.1.1.** Name of the Applicant or Grantee.

**C-2.5.2.2.1.2.** Name of the individual(s) receiving the TA.

**C-2.5.2.2.1.3.** Name of the individual(s) providing the TA.

**C-2.5.2.2.1.4.** Date of the TA.

**C-2.5.2.2.1.5.** Summary of the TA provided.

**C-2.5.2.2.2.** Documentation of the formal visit with Grantees shall include the following:

**C-2.5.2.2.2.1.** A copy of the agenda.

**C-2.5.2.2.2.2.** A copy of a sign-in sheet if the visit was conducted on site; or a roll call list of persons participating if the visit was conducted telephonically.

**C-2.5.2.2.2.3.** A copy of the PowerPoint presentation.

**C-2.5.2.2.3.** Submit copies of e-mails documenting that the needs assessment survey was sent to Grantees at the beginning of each Fiscal Year.

**C-2.5.2.2.4.** Submit copies of the agendas, roll call lists, and minutes for the formal technical assistance conference calls with Grantees.

**C-2.5.2.2.5.** Submit an aggregate summary of ratings of the previous quarter's satisfaction surveys and a roll-up of the recipient's commentary.

**C-2.5.2.2.6.** Samples of quarterly updates made to the CJMHSA TAC website.

**C-2.5.2.3.** Each Annual Legislative Report shall include all requirements specified in **Section C-1.3.3.** and a supplemental summary discussing:

**C-2.5.2.3.1.** The Common Program Features and Program models across CJMHSA Reinvestment Grant Program counties.

**C-2.5.2.3.2.** The results of satisfaction surveys completed by Grantees receiving a formal technical assistance site visit during the previous Fiscal Year.

**C-2.5.2.3.3.** Recommendations and suggested strategies for further TAC and Reinvestment Grant Program development.

**C-2.5.2.3.4.** A summary of all technical assistance provided during the previous Fiscal Year.

**C-2.5.3.** The Provider shall submit quarterly Expenditure Reports documenting the expenditure of funds provided by this Contract, using form CF-MH 1037, Actual Expenses and Revenues Schedule as incorporated in Rule 65E-14.003(1)(c), F.A.C. The expenditure report may be used to negotiate payment in any subsequent Contract renewal, or to amend the current Contract rates.

**C-2.5.4.** The mere receipt of any report shall not be construed to mean acceptance of the report. The Department reserves the right to reject reports as being incomplete, inadequate, or unacceptable. The Department will notify the Provider, in writing, within five (5) working days of the approval or disapproval of the required reports.

**C-2.5.5.** 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.

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**EXHIBIT D – DELIVERABLES****D-1. SERVICE UNIT**

A service unit is a bundle of three months of any combination of technical assistance Tasks, as specified in **Section C-1.1**, the Information Dissemination Tasks, as specified in **Section C-1.2**, and the Reporting and Analysis Tasks, as specified in **Section C-1.3**.

**D-2 SERVICE TARGET**

The Provider shall deliver 4 units of quarterly services each Fiscal Year.

**D-3. DELIVERABLES**

**D-3.1.** The Provider shall demonstrate satisfactory progress towards each service target in **Section D-2**, through submission of a Quarterly Program Status Report specified in **Section C-2.5.2.1**.

**D-3.2.** Deliverable 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.

**D-4. MINIMUM PERFORMANCE FOR THE ACCEPTANCE OF DELIVERABLES**

**D-4.1.** The provider shall document technical assistance, as specified in **Section C-1.1.1**, to a minimum of five Applicants each fiscal year during which the Department offers a Reinvestment Grant Program RFA.

**D-4.2.** The provider shall document a proffer of technical assistance as specified in **Section C-1.1.2**, to, or a response to technical assistance requests from, a minimum of 50 percent of Grantees each Fiscal Year.

**D-4.3.** The Provider shall document a minimum of two technical assistance tasks as specified in **Section C-1.1.3**, to the Department each fiscal year during which the Department offers a Reinvestment Grant Program RFA.

**D-4.4.** The provider shall document a minimum of two programmatic updates on topics contained within the Information Dissemination Tasks in **Section C-1.2**, to the contents of the TAC's website per quarter.

**D-4.5.** The provider shall document the successful submission of one Annual Legislative Report containing 100% of the reporting elements established in s. 394.659(2), F.S., and **Section C-1.3.3**, on or before January 1 each year during the term of this Contract.

**D-4.6.** In the event the Provider fails to achieve the minimum performance measure in **Sections D-4.1. through D-4.5.**, 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 following annual 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 all satisfaction surveys received in response to on-site technical assistance services shall report those services were “satisfactory” or “better”.

**E-1.2.** The Annual Legislative Report shall contain 100% of the reporting elements identified in **Section C-2.5.2.3.**, as evaluated by SAMH program staff designated by the Director.

**E-1.3.** A minimum of 95% of all deliverables shall be received by the scheduled due dates.

### E-2. Performance Evaluation Methodology

**E-1.1.** Performance measure **E-1.1.** shall be determined by dividing the total number of completed surveys by the total number of surveys that rated the services as “satisfactory” or “better”.

**E-1.2.** Performance measure **E-1.2.** shall be determined by the elements identified in **Section C-2.5.2.3.** and approved by SAMH program staff designated by the Director.

**E-1.3.** Performance measure **E-1.3.** is calculated by dividing the total number of deliverables due by the total number of deliverables that are submitted by the scheduled due date.

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## EXHIBIT F - METHOD OF PAYMENT

**F-1.** This is a fixed price fixed fee Contract. The Department will pay the Provider \$125,000 each Quarter for the delivery of service units provided in accordance with the terms and conditions of this Contract, subject to the availability of funds.

### **F-2. INVOICE REQUIREMENTS**

The Provider shall request payment on a quarterly basis through submission of a properly completed and signed invoice (**Exhibit F1**). Invoices are due no later than the 15th day of the quarter following each quarter of service provision.

### **F-3. FINANCIAL CONSEQUENCES**

**F-3.1.** The Department shall approve quarterly 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 a performance measure in **Exhibit E**, the Department will reduce the payment due for that quarter by 1 percent of the invoice amount, up to a maximum reduction of 5 percent in any quarter.

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## EXHIBIT F1 – INVOICE TEMPLATE

| QUARTERLY INVOICE                                                                                            |            |              |                  |
|--------------------------------------------------------------------------------------------------------------|------------|--------------|------------------|
| Provider Name                                                                                                |            | Contract No. |                  |
| Address                                                                                                      |            | Invoice No.  |                  |
| Service Period                                                                                               | From:      | To:          | Federal ID #     |
| Service Unit Description                                                                                     | # of Units | Rate         | Amount Requested |
|                                                                                                              |            |              |                  |
| <i>Submit a fully completed Quarterly Program Report as supporting documentation for the above services.</i> |            |              |                  |
| Total Contract Amount                                                                                        |            |              |                  |
| Total Amount of Previous Payments                                                                            |            |              |                  |
| Amount Requested This Invoice                                                                                |            |              |                  |
| Contract Balance After This Payment                                                                          |            |              |                  |

| CERTIFICATION & APPROVAL                                                                                                                                                                                                                                                                                          |                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| I certify the above to be accurate and in agreement with this agency's records and with the terms of this agency's 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 Signature                                                                                                                                                                                                                                                                                              | Date Submitted           |
| DCF CONTRACT MANAGER USE ONLY:                                                                                                                                                                                                                                                                                    |                          |
| Date Invoice Received:                                                                                                                                                                                                                                                                                            |                          |
| Date Goods/Services Received:                                                                                                                                                                                                                                                                                     |                          |
| Date Inspected and Approved:                                                                                                                                                                                                                                                                                      |                          |
| Financial Consequences Applied?                                                                                                                                                                                                                                                                                   | Description:             |
|                                                                                                                                                                                                                                                                                                                   | Reduction Amount:        |
| Yes ____ No ____                                                                                                                                                                                                                                                                                                  | Approved Payment Amount: |
| Approved By:                                                                                                                                                                                                                                                                                                      |                          |
| Payment Funding Codes:                                                                                                                                                                                                                                                                                            |                          |

**ATTACHMENT 1**

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

**A. MONITORING**

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

**B. AUDITS****PART I: FEDERAL REQUIREMENTS**

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

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

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

**PART II: STATE REQUIREMENTS**

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

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

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

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

### PART III: REPORT SUBMISSION

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

C. Contract manager for this contract (1 copy)

D. Department of Children & Families (1 electronic copy and management letter, if issued)

Office of the Inspector General  
Single Audit Unit  
Building 5, Room 237  
1317 Winewood Boulevard  
Tallahassee, FL 32399-0700  
Email address: [HQW.IG.Single.Audit@myflfamilies.com](mailto:HQW.IG.Single.Audit@myflfamilies.com)

E. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

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

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

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

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

This Attachment contains the terms and conditions governing the Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

**Section 1. Definitions****1.1 Catch-all definitions:**

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

**1.2 Specific definitions:**

- 1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and for purposes of this Attachment shall specifically refer to the Provider.
- 1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and for purposes of this Attachment shall refer to the Department.
- 1.2.3 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.2.4 "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function, activity, service, other than in the capacity of a member of the workforce of such business associate.

**Section 2. Obligations and Activities of Business Associate****2.1 Business Associate agrees to:**

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;
- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR §§ 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;
- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR § 164.410, and any security incident of which it becomes aware;
- 2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
- 2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
- 2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;

- 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 30 days following the determination of any potential breach of personal or confidential departmental data as provided in section 501.171, F.S.;
- 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
- 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department;
- 2.1.11 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR § 164.532(d);
- 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.524;
- 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR § 164.526;
- 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.528;
- 2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

### **Section 3. Permitted Uses and Disclosures by Business Associate**

- 3.1 The Business associate may only use or disclose protected health information covered under this Attachment as listed below:
  - 3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.
  - 3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.
  - 3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.
  - 3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.
  - 3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department of Children and Families with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. § 164.501).

- 3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).
- 3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

#### **Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

- 4.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR § 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- 4.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- 4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

#### **Section 5. Termination**

##### **5.1 Termination for Cause**

- 5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:
  - 5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;
  - 5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or
  - 5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

##### **5.2 Obligations of Business Associate Upon Termination**

- 5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:
  - 5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - 5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;
  - 5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
  - 5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
  - 5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.
  - 5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

**Section 6. Miscellaneous**

- 6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.

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**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES  
CONTRACT NO. LH816  
AMENDMENT NO. #0001**

Effective the latter of **July 1, 2025**, or the last party signature, the above referenced Contract is amended as follows:

1. CF Standard Contract 2019 is replaced by the attached v24.3; Part 2 of the Contract remains in effect, except as modified herein.
2. Notwithstanding Item 1, the original Effective Date and original signatures remain in effect.
3. In A-1.1., "**Section 1.4.1**" is replaced by "**1.6.1.3.**".
4. **A-4.1** and **A-4.2** are amended respectively to read:

**A-4.1** The requirements of **4.8.1.** through **4.8.4.** are waived for any Provider or Subcontractor with tort liability subject to §768.28, F.S., and for which evidence of insurance is found at <https://myfloridacfo.com/Division/Risk/>, or is otherwise insured or self-insured to the same degree as the Department

**A-4.2** The indemnification requirements in **4.7.1, 4.7.2, 4.7.4, 4.8.1** through **4.8.4**, and **10.9** do not apply if the Provider is a governmental entity, prohibited by law, or constrained by lack of legal authority, from indemnifying the State, the Department, or other party. In such instances, the Provider remains liable for the Provider's own actions to the extent such liability exists in the absence of the legally impermissible indemnification.

5. In A-5., "**Section 5.5**" is replaced by "**5.4.**".

6. **Exhibit A** is amended to add:

**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.

7. In C-2.3., "the **Section 4.3**" is replaced by "**4.6** and **4.7.2.**".
8. C-3. is replaced with "**Reserved**".
9. In E-1., "**Section 2.4.2**" is replaced by "**2.4.**".
10. **Attachment 1** is replaced with **Attachment 1** as attached.
11. **Attachment 2** is replaced with "**Reserved**".
12. All provisions in the Contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

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**CONTRACT NO. LH816  
AMENDMENT NO. 1**

**IN WITNESS THEREOF**, the parties hereto have caused this Amendment executed by their undersigned officials as duly authorized.

**UNIVERSITY OF SOUTH FLORIDA, BOARD  
OF TRUSTEES**

**STATE OF FLORIDA  
DEPARTMENT OF CHILDREN AND FAMILIES**

**Signature:** Stephanie Rios

**Signature:** Taylor N. Hatch

**Name:** Stephanie Rios

**Name:** Taylor N. Hatch

**Title:** Director, Sponsored Research

**Title:** Secretary

**Date:** 8/14/2025 | 6:26 PM EDT

**Date:** 8/15/2025 | 8:13 AM EDT

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**STATE OF FLORIDA  
DEPARTMENT OF CHILDREN AND FAMILIES  
STANDARD CONTRACT**

**Contract Number:** LH816  
**ALN Number(s):**  
**CSFA Number(s):** 60.115

**Services:** ☐ Client ☒ Non-Client  
**Type:** ☒ Subrecipient ☐ Contractor  
**Funds:** ☐ Federal ☒ State

**THIS CONTRACT** is entered into between the State of Florida, **Department of Children and Families, (Department)** and **University of South Florida, Board of Trustees, (Provider)**. The Department and the Provider agree as follows:

**1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT**

**1.1. Purpose and Contract Amount**

The Department is engaging the Provider to provide technical support, pursuant to s. 394.659, F.S., to Applicants and Grantees participating in the Criminal Justice Mental Health Substance Abuse (CJMHS) Reinvestment Grant Program, as further identified in this Contract, with payment as provided in **Section 3**, in an amount not to exceed **\$2,500,000.00** (Contract Amount).

**1.2. Effective and End Date**

This Contract shall be effective **July 1, 2021** or the last party signature date, whichever is later (Effective Date). The service performance period under this Contract shall commence on **July 1, 2021** or the Effective Date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **June 30, 2026** (End Date), subject to the survival of terms provisions of **7.4**. Any earlier termination of this Contract amends the End Date. This Contract may be renewed in accordance with §§287.057(14) or 287.058(1)(g), Florida Statutes (F.S.).

**1.3. Official Payee and Party Representatives**

The name, address, telephone number and e-mail address of the Department and the Provider's representatives for this Contract are as follows:

**1.3.1. Provider: Official Payee**

**Name:** Research Projects Receivables

**Address:** Post Office Box 86458

**City:** Orlando

**State:** FL **Zip:** 32886-4568

**Phone:** **Ext.:**

**E-mail:**

**1.3.2. Provider: Financial & Administrative Records**

**Name:** Eric Kern, Director, Sponsored Research

University of South Florida Research and Innovation

**Address:** 4019 E. Fowler Avenue, Ste. 100

**City:** Tampa

**State:** FL **Zip:** 33617-2008

**Phone:** (813) 974-6001 **Ext.:**

**E-mail:** rsch-awards@usf.edu

**1.3.3. Provider: Program Administrator & Primary Point of Contact**

**Name:** Abby Shockley, MPH/Director

**Address:** 13301 Bruce B Downs Blvd., MHC

**1.3.4. Department: Contract Manager & Primary Point of Contact**

**Name:** Cacetha Sims

**Address:** 2415 North Monroe Street, Suite 400

|         |                    |       |             |         |                               |
|---------|--------------------|-------|-------------|---------|-------------------------------|
|         | 2615               |       |             |         |                               |
| City:   | Tampa              | City: | Tallahassee |         |                               |
| State   | FL                 | Zip:  | 33612-3807  | State:  | FL                            |
| Phone:  | (813) 974-2330     | Ext.: |             | Phone:  | (850) 717-4250                |
| E-mail: | ashockley1@usf.edu |       |             | E-mail: | Cacetha.Sims@myflfamilies.com |

**1.3.5.** Changes to contact information for persons identified in 1.3 can be by Notice.

#### **1.4. Notices**

Unless stated otherwise, Notices between the Provider and the Department regarding this Contract shall be in writing and directed to the Contract Manager or Provider Representative by certified mail, courier service, email, personal delivery, or as identified by the Department. Notices will be deemed received upon actual receipt.

#### **1.5. Contract Document**

**1.5.1.** The headings contained in this Contract are for reference purposes only and shall not affect the meaning of this Contract.

**1.5.2.** Any telephone numbers and hyperlinks in this Contract are supplied to put the Provider on notice, such telephone numbers and hyperlinks existed at the time of this Contract's entry. It is the Provider's duty to stay abreast of any updates to such telephone numbers and hyperlinks without amending this Contract.

**1.5.3.** In this Contract "business days" refers to those days that are not weekends, do not fall under §110.117(1) – (2), F.S., or are administrative closures declared by the Governor. "Days," without modification, are calendar days.

**1.5.4.** The terms and conditions set forth in this Contract that conflict with PUR 1000 constitutes special contract conditions as contemplated by Rule 60A-1.002, Florida Administrative Code (F.A.C.).

#### **1.6. Contract Composition**

**1.6.1.** This Contract is composed of the documents listed in this section. In the event of any conflict between the documents, the documents shall be interpreted in the following order of precedence:

**1.6.1.1.** Exhibits A through F1;

**1.6.1.2.** Any documents incorporated into any exhibit by reference, or included as a subset thereof;

**1.6.1.3.** *Part 1 of this Contract, including Standard Contract Definitions, located at:*  
<https://www.myflfamilies.com/general-information/contracted-client-services/library>;

**1.6.1.4.** Attachments 1 through 1;

**1.6.1.5.** *PUR 1000 Form, located at:*  
[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/state\\_purchasing\\_pur\\_forms](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms); and

**1.6.1.6.** Any incorporated attachments submitted by the Provider.

**1.6.2.** Notwithstanding the order of precedence indicated, for purchases based on a state term contract or an enterprise alternative contract source procured for state agency use by the Department

of Management Services, the terms of the underlying state term contract or Department of Management Services enterprise alternative contract source agreement shall prevail over conflicting terms in other documents in the order of precedence, unless by the terms of that underlying state term contract or alternative contract source agreement the "Customer" is explicitly authorized to vary the terms to the State's detriment.

### **1.7. MyFloridaMarketPlace Transaction Fee**

This Contract is **exempt** from the MyFloridaMarketPlace transaction fee.

## **2. STATEMENT OF WORK**

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Unless otherwise provided in the procurement document or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under **Section 3** will be equitably adjusted by the Department to the extent it prescribes a fixed price payment method or does not provide a method of payment for added tasks.

### **2.1. Scope of Work**

The Scope of Work is described in **Exhibit B**.

### **2.2. Task List**

The Provider shall perform all tasks set forth in the Task List, found in **Exhibit C**, in the manner set forth therein.

### **2.3. Deliverables**

The deliverables are described in **Exhibit D**.

### **2.4. Performance Measures**

To avoid contract termination, the Provider's performance must meet the minimum acceptable level of performance set forth in **Exhibit E**, regardless of any other performance measures in this Contract. During any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, the Department may delay or deny payment for deliverables and also apply financial consequences.

## **3. PAYMENT, INVOICE AND RELATED TERMS**

The Department pays for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed this Contract Amount, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department per **3.1** and shall remain subject to subsequent audit or review to confirm contract compliance. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

### **3.1. Prompt Payment and Vendor Ombudsman**

Per §215.422, F.S., the Department has five business days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract elsewhere specifies otherwise. The Department determination of acceptable services shall be conclusive. The Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs

only through a separate and express act of the Contract Manager. For any amount that is authorized for payment but is not available within 40 days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved (or within 35 days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in §215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

### **3.2. Method of Payment**

The Provider shall be paid in accordance with **Exhibit F**.

### **3.3. Invoices**

**3.3.1.** The Provider shall submit invoices for payment, including any permitted travel expenses in this Contract, in accordance with §287.058(1)(a) – (b), F.S.

**3.3.2.** The Department will not pay any invoice for payment received more than 30 days after this Contract ends or is terminated. Any payment due may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

### **3.4. Financial Consequences**

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply, at a minimum, financial consequences under §§287.058(1)(h) and 215.971(1)(c), F.S., as well as those provided for in **6.1**. Other financial consequences directly related to the deliverables under this Contract are defined in **Exhibit F**. The foregoing does not limit the Department's use of additional financial consequences, including refusing to make payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent this Contract so provides, or termination of this Contract per **6.2** and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined erroneous, is immediately due as an overpayment in accordance with **3.5**, to the extent of such error.

### **3.5. Overpayments and Offsets**

The Provider shall return erroneous payments, overpayments, or payments disallowed by this Contract (including payments made for services subsequently determined by the Department to not be in full compliance with this Contract's requirements) or law, including interest at a rate established per §55.03(1), F.S., within 40 days after discovery by the Provider, audit, or the Department. The State or the Department may recover against such payments by deduction from subsequent payments under this or any other contract with the Provider, or any other lawful method. If this Contract involves federal or state financial assistance, the following applies: The Provider shall return to the Department unused funds, accrued interest earned, and unmatched grant funds, as detailed in the Final Financial Report, within 60 days of the End Date.

### **3.6. Rural Opportunities**

If the Provider is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in §288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Contract to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting the criteria, the Provider may elect in writing to exercise this provision as defined in §215.971(1)(h), F.S.

#### **4. GENERAL TERMS AND CONDITIONS**

##### **4.1. Legal Compliance**

**4.1.1.** The Provider shall comply with, and ensure its subcontractors, subgrantees, and others it arranges to provide deliverables comply with:

**4.1.1.1.** Applicable laws, rules, codes, ordinances, certifications, licensing requirements, and the Department's Children and Families Operating Procedures (CFOP);

**4.1.1.2.** Department of Financial Services' (DFS) "Reference Guide for State Expenditures" and active DFS Comptroller or Chief Financial Officer Memoranda. If this Contract is funded by state financial assistance, those funds may only be used for allowable costs between the Effective Date and the End Date. Absent the Department's authorization, unused state financial assistance funds must be returned to the Department;

**4.1.1.3.** Support for individuals with a disability or with limited English proficiency. The Provider and its subcontractors shall comply with CFOP 60-16, located at: <https://www.myflfamilies.com/resources/policies-procedures/cfop-060-human-resources>, which includes completing the Civil Rights Compliance Checklist, (Form CF 946) within 30 days of the Effective Date and annually by the date specified in CFOP 60-16, thereafter;

**4.1.1.4.** For Nutritional Programs and Activities funded through the Department's Office of Economic Self-Sufficiency, the Provider and its subcontractors shall also comply with USDA Food & Nutrition Service Instruction FNS-113-1 to ensure civil rights compliance and prohibit discrimination in nutrition programs and activities;

**4.1.1.5.** Funds provided under this Contract for the purchase of or improvements to real property are contingent upon the Provider granting the State a security interest in the property at least to the amount of the State funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of funds for this purpose, if the Provider disposes of the property before the State's interest is vacated, the Provider shall refund the pro-rata share of the State's initial investment  $[(\text{initial investment}) \times (\text{length of time from purchase to disposal/the term of the security interest})]$ ; and

**4.1.1.6.** If the Provider has one or more contracts for services with the Agency for Persons with Disabilities, or the Departments of Health, Elderly Affairs, or Veteran's Affairs, the Provider shall provide the following by Notice on each of those contracts:

**4.1.1.6.1.** The name of the issuing state agency and the applicable office or program;

**4.1.1.6.2.** Identifying name and number;

**4.1.1.6.3.** Starting and ending date;

**4.1.1.6.4.** Total dollar amount;

**4.1.1.6.5.** Purpose and the types of services provided; and

**4.1.1.6.6.** Name and contact information for the state agencies' Contract Manager.

##### **4.2. Certifications and Attestations**

**4.2.1. Common Carrier.** If the Provider is a common carrier or any of its subcontractors are a common carrier, the Provider and/or its subcontractors must complete an attestation (PUR 1808) as required by §908.111, F.S. and Rule 60A-1.020, F.A.C. A violation of the attestation by the Provider or subcontractor shall be grounds for termination with cause. Extensions, amendments, and renewals are subject to the requirements of §908.111, F.S.

**4.2.2. Foreign Countries of Concern Prohibition.** If the Provider has access to an individual's

Personal Identifying Information as defined in Rule 60A-1.020, F.A.C, and §501.171, F.S. the Provider and/or its subcontractors must complete an attestation (PUR 1355) as required by §287.138, F.S. and Rule 60A-1.020, F.A.C. A violation by the Provider or subcontractor shall be grounds for consequences as provided in §287.138, F.S. Extensions and renewals are subject to the requirements of §287.138, F.S.

**4.2.3. Sudan, Iran, Cuba, Syria, and Israel Certifications.** Where applicable, in compliance with §287.135(5), F.S., the Provider certifies the Provider is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and that it does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel.

**4.2.4. Certification Regarding Lobbying.** If this Contract contains Federal funding in excess of \$100,000, the Provider certifies clauses **4.2.4.1 – 4.2.4.3**. If an Amendment to this contract causes the Federal funding to exceed \$100,000, the Provider must, prior to amendment execution, complete the Certification Regarding Lobbying form, and return it to the Contract Manager.

**4.2.4.1.** 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 employee of an 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.

**4.2.4.2.** 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.

**4.2.4.3.** 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.

#### **4.3. Use of Funds for Lobbying Prohibited**

Contract funds are not used for lobbying the Legislature, the judicial branch, or a State Agency. §§11.062 and 216.347, F.S.

#### **4.4. Use of Funds for Diversity, Equity, and Inclusion Prohibited**

No State funding under this Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" (DEI). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

#### **4.5. Coercion for Labor or Services Prohibited**

In accordance with §787.06(13), F.S., under penalty of perjury, the Provider's duly authorized official

and signatory hereof, declares the Provider does not use coercion for labor or services as those terms are defined in §787.06(2), F.S.

#### **4.6. Independent Contractor, Subcontracting and Assignments**

**4.6.1.** In performing its obligations under this Contract, the Provider is an independent contractor and not an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. The Provider, its agents, employees, subcontractors, or assignees shall not represent to others they are agents of or have the authority to bind by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees due to performing the duties or obligations of this Contract.

**4.6.2.** The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees are the sole responsibility of the Provider and its subcontractors. No joint employment is intended and regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone are responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

**4.6.3.** The Provider shall not assign its responsibilities under this Contract to another party, in whole or in part, without prior written approval of the Department. Such assignment occurring without prior approval of the Department shall be null and void.

**4.6.4.** The State of Florida may assign, in whole or part, its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida or to a provider of the Department's selection.

#### **4.6.5. Additional Terms if Subcontracting is Permitted**

**4.6.5.1.** The Provider cannot subcontract for any of the work contemplated under this Contract without the Department's prior written approval. The Provider shall take all actions necessary to ensure each subcontractor of the Provider is an independent contractor and not an officer, employee, or agent of the State of Florida.

**4.6.5.2.** The Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

**4.6.5.3.** The Provider shall include the substance of all clauses contained in this Contract relevant to subcontractor compliance in all subcontracts and any sub-subcontracts.

#### **4.7. Indemnity**

**4.7.1.** This is the sole term covering indemnification. No other indemnification clause applies to this Contract. The Provider shall indemnify the Department, where indemnification is not limited by law, as follows:

**4.7.1.1. Personal Injury and Damage to Real or Tangible Personal Property.** The Provider shall be fully liable for, and fully indemnify, defend, and hold harmless the State, the Department, and their officers, agents, and employees, from any suits, actions, damages, attorneys' fees, and costs of every name and description, arising from or relating to personal injury and damage to real

or personal tangible property allegedly caused in whole or in part by the Provider, provided however, the Provider need not indemnify, defend and hold harmless the State or the Department for that portion of any loss or damages proximately caused by the negligent act or omission of the State, the Department, and their officers, agents, and employees. However, should conflict arise between the terms of this agreement and §§39.011, 394.9085, and 409.993, F.S., these statutory provisions control.

**4.7.1.2. Intellectual Property Liability.** The Provider shall fully indemnify, defend, and hold harmless the State, the Department, and their officers, agents, and employees from any suits, actions, damages, attorney's fees, and costs of every name and description, arising from or relating to violation or infringement of a trademark, copyright, patent, trade dress, trade secret or other intellectual property right. This intellectual property liability indemnification obligation will not apply to the Department's misuse or modification of the Provider's products or the Department's operation or use of the Provider's products in a manner not contemplated by this Contract. If any product is the subject of an infringement suit, or in the Provider's opinion, is likely to become the subject of such a suit, the Provider shall, at its sole expense, procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Provider is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Provider shall remove the product and refund the Department the amounts paid more than a reasonable rental for past use. The State and the Department will not be liable for any royalties, or licensing fees, not included in this Contract.

**4.7.1.3. Actions Related to this Contract.** The Provider shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, employees, and agents from any suits, actions, damages, fines, claims, assessments, attorney's fees, and costs of every name and description, arising from or relating to any acts, actions, breaches, neglect, or omissions of the Provider related to this Contract, as well as for any determination arising out of or relating to this Contract that the Provider is not an independent contractor vis-a-vis the Department.

**4.7.2. Subcontracts.** The Provider shall include in all subcontracts and ensure all resulting contracts include the requirement that such resulting contractors indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, arising from or relating to any alleged act or omission by subcontractors, their officers, employees, agents, partners, subcontractors, assignees, or delegees alleged caused in whole or in part by contracted entities, their agents, employees, partners or subcontractors; provided, however, that contracted entities will not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of the Department. The Provider shall indemnify, defend, and hold harmless the State and the Department from the consequences of such a breach.

**4.7.3.** The indemnification requirement in 4.7.1 does not apply if the Provider is a governmental entity, prohibited by law, or constrained by lack of legal authority, from indemnifying the State, the Department, or other party. In such instances, the Provider remains liable for the Provider's own actions to the extent such liability exists in the absence of the legally impermissible indemnification.

**4.7.4.** Nothing in this Contract constitutes a waiver of sovereign immunity or consent by the Department, or the State, or its subdivisions to suit by third parties or an agreement by the Department, the State, or its subdivisions to indemnify any person.

#### **4.8. Insurance**

**4.8.1. Workers' Compensation Insurance (WCI).** To the extent and degree required by law, the Provider shall self-insure or maintain WCI covering its employees connected with the services provided hereby. The Provider shall require subcontractors provide WCI for its employees absent coverage by

the Provider's WCI.

**4.8.2. General Liability Insurance.** The Provider shall secure and maintain, and ensure subcontractors secure and maintain, Commercial General Liability Insurance, including bodily injury, property damage, personal and advertising injury, and products and completed operations. This insurance will provide coverage for all claims that may arise from the services completed under this Contract, whether such services are by the Provider or anyone employed by it. Such insurance shall include the State as an additional insured for the entire length of this Contract. The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract.

**4.8.3. Cyber/Network Security and Privacy Liability Insurance.** The Provider will, for itself if providing Cyber/Network solutions or handling confidential information, secure and maintain, and ensure any subcontractor providing Cyber/Network solutions or handling confidential information, secure and maintain liability insurance, written on an occurrence basis, covering civil, regulatory, and statutory damages; contractual damages; data breach management exposure; and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information with minimum limits. The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract.

**4.8.4. Authorized Insurers and Documentation.** All insurance policies will be with insurers authorized, and through insurance agents licensed, to transact business in the State, as required by chapter 624, F.S., or upon approval of the Department with a commercial self-insurance trust fund authorized under §624.462, F.S. The Provider shall provide thirty (30) calendar days written notice of cancellation of any insurance required by 4.8 to the Department. The Provider shall submit certificates of insurance coverage, or other evidence of insurance coverage acceptable to the Department, prior to this Contract execution, and provide the Department 10 days prior Notice of any cancellation or nonrenewal.

#### **4.9. Notice of Legal Actions**

The Provider shall Notice the Department within 10 days after becoming aware of potential legal actions or immediately upon notice of actual legal actions against the Provider related to services provided by this Contract, that may impact deliverables or the Department.

#### **4.10. Intellectual Property**

**4.10.1.** Intellectual property rights to all property created or otherwise developed as part of this Contract by the Provider (either directly or through a subcontractor) for the Department as a work made for hire will be owned by the State. The Provider's title to intellectual property not developed as a work made for hire is unaffected. If software is being created as a work for hire the Provider shall deliver to the Department at no additional cost the decompiled source code, data libraries, manuals, documentation, and any other data or material necessary for the software to function as intended and be replicated and modified. If software or other intellectual property is not a work for hire, but is developed through performance of services under this Contract, the State of Florida is granted a perpetual, non-exclusive, non-assignable, royalty-free license to use, copy and modify such intellectual property for state business by any of the State of Florida's departments, subdivisions, or agents.

**4.10.2.** A thing capable of being trademarked developed in anticipation, or as a result, of this Contract will be trademarked by or on behalf of the Department. Only after the Department declines, by Notice, to hold such trademark, may the Provider trademark such a thing in its own name.

**4.10.3.** Any website developed in anticipation, or as a result, of this Contract will be placed in a domain of the Department's choice, copyrighted in the Department's name. Only if the Department

declines, by Notice, such placement or copyright, may the Provider copyright such a thing in its own name.

**4.10.4.** Any inventions or discoveries developed during or as a result of services performed under this Contract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the State. The Provider shall inform the Department of any inventions or discoveries developed or made in connection with this Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State will be the sole owner of all patents resulting from any invention or discovery made in connection with this Contract.

**4.10.5.** The Provider shall notify the Department of any intellectual property developed in connection with this Contract.

**4.10.6.** If the Provider is a member of the State University System, the Department's intellectual property rights under **4.10**, will be a fully paid up, perpetual, royalty-free license, including the ability to modify and access to resources unique to the Provider necessary to modify (for software, a decompiled version of the source code).

#### **4.11. Transition Activities**

When services that are the subject of the Contract continue through another provider, or the Department, after the End Date, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider, or the Department. This includes the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider, or the Department, no later than the End Date and shall support the requirements for transition specified in a Department-approved Transition Plan, which the Provider shall develop in consultation with the Department.

#### **4.12. Publicity**

The Provider and its employees, agents, and representatives shall not, without prior written consent of the Department in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State agency or affiliate or any officer or employee of the State, or any State program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective customers.

#### **4.13. Sponsorship**

As required by §286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

#### **4.14. Employee Gifts**

The Provider agrees it shall not offer to give or give any gift to any Department employee during the service performance period of this Contract and for two years thereafter. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider shall ensure any subcontractors comply with these provisions.

#### **4.15. Mandatory Reporting Requirements**

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows:

**4.15.1.** A reportable incident is defined in CFOP 180-4.

**4.15.2.** Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Department's Office of Inspector General and the Contract Manager.

**4.15.3.** Other reportable incidents shall be reported to the Department's Office of Inspector General within two business days of discovery through the Internet at: <https://www.myflfamilies.com/about/additional-services-offices/office-inspector-general/investigations/inspector-general> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at: [IG.Complaints@myflfamilies.com](mailto:IG.Complaints@myflfamilies.com). The Provider and subcontractor shall mail or fax the completed forms to the Office of Inspector General, 2415 North Monroe Street, Suite 400, Tallahassee, Florida, 32303-4190; or (850) 488-1428.

#### **4.16. Employment Screening**

**4.16.1.** As described in CFOP 60-25, Chapter 2 (implementing §110.1127, F.S.), as a condition of initial and continued employment, the Provider shall ensure all staff, whether employees or independent contractors, are screened by the Department in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards in §§435.04, 110.1127, and 39.001(2), F.S., including:

**4.16.1.1.** Employment history checks

**4.16.1.2.** Fingerprinting for all criminal record checks;

**4.16.1.3.** Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

**4.16.1.4.** Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement;

**4.16.1.5.** Security background investigation, which may include criminal record checks by local law enforcement agencies; and

**4.16.1.6.** Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435, F.S., and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

**4.16.2.** The Provider shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits will be signed more than 13 months apart) for the term of this Contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

**4.16.3.** The Department requires the use of the Office of Inspector General's Request for Reference Check (Form CF 774), stating: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families (Department) or employed with a Contract or Subcontract Provider, a check with the Office of Inspector General (OIG) is required to determine if the individual is or has been the subject of an investigation with the OIG. The request will only be made on the individual that is being recommended to be hired for the position, if that individual has previously

worked for the Department or a Contract or Subcontract Provider, or if that individual is being promoted, transferred, or demoted within the Department or Contract or Subcontract Provider.”

#### **4.17. Human Subject Research**

Any human subject research under this Contract within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §289, et seq. may not commence until after review and approval by a duly constituted Institutional Review Board.

### **5. RECORDS, AUDITS AND DATA SECURITY**

#### **5.1. Records, Retention, Audits, Inspections and Investigations**

**5.1.1.** The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract. Upon demand, at no additional cost to the Department, the Provider shall facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in **5.1.2**. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

**5.1.2.** Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for six years after completion of this Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum six years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Department.

**5.1.3.** At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 2 CFR §200.337, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of their form.

**5.1.4.** A financial and compliance audit shall be provided to the Department as specified in this Contract.

**5.1.5.** The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.).

**5.1.6.** The Provider shall not withhold any record or attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

#### **5.2. The Provider's Confidential Information**

**5.2.1.** By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as “confidential” will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to §215.985, F.S. The Provider, upon written request of the Department, shall promptly provide a written statement of the basis for the exemption applicable to each provision identified by the Provider as “confidential”, including citation to a protection created by statute, and state with particularity the reasons the provision is confidential.

**5.2.2.** Any claim by the Provider of trade secret confidentiality for any information contained in the

Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:

**5.2.2.1.** The Provider must clearly label any portion of the documents, data, or records submitted it considers confidential pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts authorizing exemption of the information from public disclosure. If different statutes or facts are claimed applicable to different portions of the information, the Provider shall include information correlating the nature of the claims to the particular information.

**5.2.2.2.** The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider expeditiously submit redacted copies of documents marked as trade secret, in accordance with **5.2.2.1**. Accompanying the submission shall be an updated version of the justification under **5.2.2.1**, corresponding specifically to redacted information, either confirming the statutory and factual basis originally asserted remains unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions claimed trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of trade secret information.

**5.2.3.** The Provider shall be responsible for defending its claims that every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

### **5.3. Health Insurance Portability and Accountability Act (HIPAA)**

Should this Contract involve Provider access to protected health information (PHI) the Provider shall be a "Business Associate" limited to the following permissible uses and disclosures. Reference to a section in the HIPAA Rules means the section as in effect or as amended. The Provider shall assist the Department in amending this Contract to maintain compliance with HIPAA Rules and any other applicable law requirements. Any ambiguity in **5.3** will be interpreted to permit compliance with the HIPAA Rules. Within the Department, the Human Resources Manager for Civil Rights has been designated the HIPAA Privacy Officer.

**5.3.1. Catch-all Definitions.** The following terms as used in **5.3** have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Unsecured Protected Health Information, and Use.

#### **5.3.2. Specific Definitions for 5.3**

**5.3.2.1.** "Business Associate" has the same meaning as the term "business associate" at 45 CFR §160.103.

**5.3.2.2.** "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR §160.103, and for purposes of this Contract includes the Department.

**5.3.2.3.** "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

**5.3.2.4.** "Subcontractor" has the same meaning as the term "subcontractor" at 45 CFR §160.103 and includes individuals to whom a Business Associate delegates a function, activity, or service, other than as a member of the workforce of such Business Associate.

#### **5.3.3. Obligations and Activities of the Provider**

The Provider shall:

- 5.3.3.1.** Not use or disclose PHI except as permitted or required in by **5.3** or law;
- 5.3.3.2.** Use the appropriate administrative safeguards in 45 CFR §164.308, physical safeguards in 45 CFR §164.310, and technical safeguards in 45 CFR §164.312; including policies and procedures regarding the protection of PHI in 45 CFR §164.316 and the provisions of training on such policies and procedures to applicable employees, independent providers, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI Provider may create, receive, maintain or transmit on the Department's behalf;
- 5.3.3.3.** Acknowledge that the foregoing safeguards, policies and procedures requirements apply to the Provider in the same manner as such requirements apply to the Department; and the Provider and Subcontractors are directly liable under the civil and criminal enforcement provisions of §§13409 and 13410 of the HITECH Act, 45 CFR §§164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and resulting U.S. Health and Human Services (HHS) guidance thereon;
- 5.3.3.4.** Report to the Department any use or disclosure of PHI not permitted by **5.3**, including breaches of unsecured PHI as required at 45 CFR §164.410, and any security incident;
- 5.3.3.5.** Notify the Department's HIPAA Security Officer, HIPAA Privacy Officer, and Contract Manager within 120 hours after finding a breach or potential breach of personal and confidential data of the Department; and
- 5.3.3.6.** Notify the Department's HIPAA Privacy Officer and Contract Manager within 24 hours of HHS notification of any investigations, compliance reviews, or inquiries concerning violations of HIPAA;
- 5.3.3.7.** Provide additional information requested by the Department for investigation of or response to a breach;
- 5.3.3.8.** Provide at no cost: Notice to affected parties within 30 days of determination of any potential breach of personal or confidential data of the Department (§501.171, F.S.); implementation of the Department's prescribed measures to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data of the Department; and, immediate actions limiting or avoiding recurrence of any breach or potential breach and any actions required by applicable federal and state laws and regulations regardless of the Department's actions;
- 5.3.3.9.** In accord with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), as applicable, ensure all entities creating, receiving, maintaining, or transmitting PHI on the Provider's behalf are bound to the same restrictions, conditions, and requirements as the Provider by written contract or other written agreement meeting the applicable requirements of 45 CFR §164.504(e)(2) that the entity will appropriately safeguard the PHI. For prior contracts or other arrangements, the Provider shall provide written certification its implementation complies with 45 CFR §164.532(d);
- 5.3.3.10.** Make PHI available in a designated record set to the Department as necessary to satisfy the Department's 45 CFR §164.524 obligations;
- 5.3.3.11.** Make any amendment to PHI in a designated record set as directed or agreed to by the Department per 45 CFR §164.526, or take other measures as necessary to satisfy the Department's 45 CFR §164.526 obligations;
- 5.3.3.12.** Maintain and make available the information required to provide an accounting of disclosures to a covered entity as needed to satisfy the Department's 45 CFR §164.528 obligations;
- 5.3.3.13.** To the extent the Provider carries any obligation under 45 CFR Subpart E, comply with

the requirements of Subpart E that apply to the Department in the performance of that obligation; and

**5.3.3.14.** Make internal practices, books, and records available to HHS for determining HIPAA rule compliance.

**5.3.4.** Provider and its Subcontractors may only use or disclose PHI as listed below:

**5.3.4.1.** To perform obligations under 5.3;

**5.3.4.2.** For archival purposes;

**5.3.4.3.** If necessary, for (a) proper management and administration or (b) to carry out legal responsibilities;

**5.3.4.4.** To disclose only if the disclosure is required by law; or (a) reasonable assurances are obtained from the disclosee that PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed, and (b) the disclosee agrees to notify the Provider of any instances in which the confidentiality and security of PHI has been breached;

**5.3.4.5.** To aggregate with PHI of other covered entities in its possession through its capacity as a Business Associate of such covered entities only to provide Department data analyses relating to Department health care operations (as defined in 45 C.F.R. §164.501);

**5.3.4.6.** To conform with 45 CFR §164.514(b) in de-identifying PHI; or

**5.3.4.7.** To follow marketing, fundraising and research guidance in 45 CFR §164.501, 45 CFR §164.508 and 45 CFR §164.514.

**5.3.5. Department Notifications Affecting Provider Disclosure of PHI**

The Department will notify the Provider, to the extent it may affect Provider's use or disclosure of PHI: of 45 CFR §164.520 limitations in the Notice of Privacy Practices; of changes in, or revocation of, an individual's permission to use or disclose PHI; or of any restriction on the use or disclosure of PHI information the Department has agreed to or is required to abide by under 45 CFR §164.522.

**5.3.6. Termination Regarding PHI**

**5.3.6.1. Termination for Cause.** Upon the Department's knowledge of a material breach of the Provider's duties under 5.3, the Department may: (a) Provide the Provider opportunity to cure the breach within the Department's specified timeframe; (b) Immediately terminate Contract or discontinue access to PHI; or (c) If termination or cure are not feasible, the Department will report the breach to the Secretary of HHS.

**5.3.6.2. Provider Obligations Upon Termination.** Upon termination, the Provider, with respect to PHI received from the Department, or created, maintained, or received on behalf of the Department, will: (a) retain only PHI necessary to continue proper management and administration or to carry out legal responsibilities; (b) return PHI not addressed in (a) to the Department, or its designee; (c) upon the Department's permission, destroy PHI the Provider maintains in any form; (d) continue to use appropriate safeguards and comply with Subpart C of 45 CFR 164 with respect to electronic PHI to prevent use or disclosure of PHI, other than as provided for in (a) for retained PHI; (e) not use or disclose retained PHI other than for purposes for which PHI was retained and subject to the same conditions which applied prior to termination; and (f) comply with (b) and (c) when retained PHI is no longer needed under (a).

**5.3.6.3.** Obligations under 5.3.6.2 survive termination.

**5.4. Information Security**

The Provider shall comply, and be responsible for ensuring subcontractors' compliance as if they were

the Provider, with the following information security requirements whenever the Provider or its subcontractors have access to the Department's information systems or maintains any client or other confidential information in electronic form.

**5.4.1.** The Provider shall designate an Information Security Officer competent to liaise with the Department on security matters and maintain an appropriate level of information security for the Department's information systems, or any client or other confidential information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to the Department's information systems or any client or other confidential information. The Information Security Officer will ensure any access to the Department's information systems or any client or other confidential information is removed immediately upon such access no longer being required for the Provider's performance under this Contract.

**5.4.2.** The Provider shall provide the Department's latest security awareness training to all persons prior to granting access to the Department's information systems or any client or other confidential information. The Provider shall require all persons granted access to comply with, and be provided a copy of CFOP 50-2, and will sign the Department's Security Agreement (Form CF 0112) annually.

**5.4.3.** The Provider shall prevent unauthorized disclosure or access, from or to the Department's information systems or client or other confidential information. Client or other confidential information on systems and network capable devices will be encrypted per CFOP 50-2.

**5.4.4.** The Provider shall notify the Contract Manager within 120 hours, following the determination of any potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information.

**5.4.5.** The Provider shall, at its own cost, comply with §501.171, F.S. The Provider shall also, at its own cost, implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information.

**5.4.6.** The Provider's confidentiality procedures shall be at least as protective as the most recent version of the Department's security policies and comply with any applicable professional confidentiality standards.

## **5.5. Public Records**

**5.5.1.** The Provider shall allow public access to all documents, papers, letters, or other public records as defined in §119.011(12), F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. Should the Provider fail to comply with this provision the Department may unilaterally terminate this Contract.

**5.5.2.** As required by §119.0701, F.S., to the extent the Provider is acting on behalf of the Department the Provider shall:

**5.5.2.1.** Maintain public records that ordinarily and necessarily would be required by the Department to perform the service.

**5.5.2.2.** Upon request from the Department's custodian of public records, provide to the Department a copy of requested records or allow the records inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.

**5.5.2.3.** Ensure public records exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law during this Contract term and following

completion of this Contract if the Provider does not transfer the records to the Department.

**5.5.2.4.** Upon completion of this Contract, transfer, at no cost, to the Department all public records in possession of the Provider or keep and maintain public records required by the Department to perform the service. If the Provider transfers all public records to the Department upon completion of this Contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of this Contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format compatible with the information technology systems of the Department.

**5.5.3. IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT [DCFCustodian@MYFLFAMILIES.COM](mailto:DCFCustodian@MYFLFAMILIES.COM), OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 2415 NORTH MONROE STREET, TALLAHASSEE, FL 32303.**

## **6. INSPECTIONS, PENALTIES, AND TERMINATION**

### **6.1. Financial Penalties for Failure to Take Corrective Action**

**6.1.1.** In accordance with the provisions of §402.73(1), F.S., and Rule 65-29.001, F.A.C., should the Department require a corrective action to address noncompliance under this Contract, incremental penalties listed in 6.1.2 through 6.1.3 shall be imposed for the Provider's failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the Department to complete corrective action, but shall not exceed 10% of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict the Department's application of any other remedy available to it under law or this Contract.

**6.1.2.** The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan, in accordance with the following standards.

**6.1.2.1.** Noncompliance that is determined by the Department to have a direct effect on client health and safety shall result in the imposition of a 10% penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

**6.1.2.2.** Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a 5% penalty.

**6.1.2.3.** Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a 2% penalty.

**6.1.3.** The deadline for payment shall be as stated in the Department order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Provider.

### **6.2. Termination**

**6.2.1.** The Department may terminate this Contract without cause upon no less than 30 days' Notice in writing to the Provider unless another time is mutually agreed upon in writing.

**6.2.2.** The Provider may terminate this Contract upon no less than 120 days' Notice to the Department unless another time is mutually agreed upon in writing.

**6.2.3.** In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract upon no less than 24 hours' Notice in writing to the Provider. The Department is the final authority as to the availability and adequacy of funds.

**6.2.4.** In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department may terminate this Contract upon no less than 24 hours' Notice to the Provider, excluding Saturday, Sunday, and Holidays. Such Notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, Notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a Notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Contract is not a waiver of any other breach and neither event is a modification of the terms and conditions of this Contract. **6.2** does not limit the Department's right to legal or equitable remedies.

**6.2.5.** Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. Termination shall be upon no less than 24 hours' Notice to the Provider and only if the Provider:

**6.2.5.1.** Previously failed to satisfactorily perform in a contract with the Department, was notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or

**6.2.5.2.** Had any other contract terminated by the Department for cause.

**6.2.6.** In the event of termination under **6.2.1** or **6.2.3**, the Provider shall be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

**6.2.7.** If this Contract is for an amount of \$1 million or more, the Department may terminate this Contract at any time the Provider is found to have falsely certified under §287.135, F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this Contract, the Department may terminate this Contract at any time the Provider is found to have been engaged in business operations in Cuba or Syria, placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

## **7. OTHER TERMS**

### **7.1. Governing Law and Venue**

This Contract is entered into in the State of Florida and is construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. State Courts of competent jurisdiction in Florida have exclusive jurisdiction in any action regarding this Contract and venue is in Leon County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts.

### **7.2. No Other Terms**

There are no provisions, terms, conditions, or obligations other than those contained herein, and this

Contract supersedes all previous communications, representations, or agreements, either verbal or written between the parties. This Contract does not include any resulting invoice, website, "click through", online, or other agreement absent specific reference in this Contract and then only the version extant the date of the first Contract signature.

### **7.3. Interpretation, Severability of Terms**

Contract terms are not more strictly construed against any party. If a term is struck by a court, the balance is voidable only by the Department.

### **7.4. Survival of Terms**

Absent a provision expressly stating otherwise, provisions concerning obligations of the Provider and remedies available to the Department survive the End Date. The Provider's performance pursuant to such surviving provisions is without further payment.

### **7.5. Modifications**

Modifications of provisions of this Contract are valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

### **7.6. Anticompetitive Agreements**

The Provider shall not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Department or a provider of services to the Department.

### **7.7. Purchases by Other Agencies**

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.045, F.A.C., if requested by another agency. Other State agencies may purchase from the resulting contract, provided the Department of Management Services has determined this Contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

### **7.8. Unauthorized Aliens**

**7.8.1.** Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Department for violation of §274A of the Immigration and Nationality Act. The Provider and its subcontractors will enroll in and use the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employees assigned to this Contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during this Contract term to perform work pursuant to this Contract within the United States and its territories.

**7.8.2.** The Provider represents and warrants that no part of the funding under this Contract will be used in violation of any federal or state law, including, but not limited to, 8 U.S.C. §1324 or 8 U.S.C. §1325, or to aid or abet another in violating federal or state law. The Department may terminate this Contract at any time if the Provider violates, or aids or abets another in violating, any state or federal

law.

#### **7.9. Public Entity Crime and Discriminatory Contractors**

Pursuant to §§287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, the prohibition on persons or affiliates placed on the convicted vendor list is limited to business in excess of the threshold amount provided in §287.017, F.S., for CATEGORY TWO for 36 months from the date of being placed on the convicted vendor list.

#### **7.10. PRIDE**

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under chapter 946, F.S., in the same manner and under the same procedures set forth in §§946.515(2) and (4), F.S.; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

#### **7.11. Continuing Oversight Teams**

The Provider shall comply with the provisions of §287.057(26), F.S., as applicable, establishing and governing conduct of Continuing Oversight Teams for contracts of \$5 million or more.

#### **7.12. Major Disasters and Emergencies**

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department with payment subject to FEMA approval and reimbursement.

#### **7.13. Executive Compensation Reporting**

**7.13.1.** Annually on or before May 1 Provider shall complete and return the Executive Compensation Annual Report (Form PCMT-08), located at <https://www.myflfamilies.com/general-information/contracted-client-services/library>.

**7.13.2.** In accordance with §216.1366, F.S., if the Provider is a nonprofit as defined in §215.97(2)(m), F.S., the Provider must provide documentation to the Department that indicates the amount of state funds:

**7.13.2.1.** Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.

**7.13.2.2.** Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

**7.13.3.** If the Provider maintains a website, information provided pursuant to **7.13.2** must be posted

on the Provider's website.

#### **7.14. Federal Whistleblower Requirements**

Pursuant to §11(c) of the OSH Act of 1970 (29 USC §660(c)) and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act are located at: <http://www.whistleblowers.gov>.

#### **7.15. Post-Award Notice Dissemination**

If the Provider receives federal or state financial assistance, the Provider will receive a Post-Award Notice (PAN) from the Department, which will contain information required to meet the Department's obligations in accordance with 2 CFR Part 200, §215.97 F.S., and Rule 69I-5, F.A.C. Providers with subrecipients receiving federal or state financial assistance are required to derive from the PAN information required by the regulations cited in this clause, and properly disseminate to subrecipients of federal and state financial assistance funds. This requirement follows federal and state financial assistance to subrecipients at every tier.

#### **7.16. Recycled Products**

The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with §403.7065, F.S.

### **8. FEDERAL FUNDS APPLICABILITY**

The following applies if Federal Funds are used to fund this Contract.

#### **8.1. Federal Law**

**8.1.1.** Provider shall comply with Federal law and regulations including 2 CFR, Part 200, and other applicable regulations.

**8.1.2.** If this Contract contains \$10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in 41 CFR, Part 60 if applicable.

**8.1.3.** If this Contract contains over \$150,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. §7401 et seq.), §508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to the Department.

**8.1.4.** If this Contract provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. §6081 et seq). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

**8.1.5.** If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR §180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 implementing Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**8.1.6.** If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine if its

subcontracts are being awarded to a "contractor" or a "subrecipient," as those terms are defined in 2 CFR, Part 200. If a Provider's subcontractor is determined a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

**8.1.7. Drug Free Workplace.** If the Provider is a subrecipient or pass-through entity of federal funds originating from HHS, the Provider must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the governmentwide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

## **9. CLIENT SERVICES APPLICABILITY**

The following applies if the box for Client Services is checked in the header on page 1.

### **9.1. Client Risk Prevention**

If services to clients are provided under this Contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number 1-800-96ABUSE (1-800-962-2873). As required by chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

### **9.2. Emergency Preparedness Plan**

If the tasks performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within 30 days of the execution of this Contract, submit to the Contract Manager an emergency preparedness plan which includes provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan allowing the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For disaster planning, the term "supervision" includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting. No later than twelve months following the Department's original acceptance of a plan and every 12 months thereafter, the Provider shall submit a written certification it has reviewed its plan, along with any modifications to the plan, or a statement no modifications were found necessary. The Department agrees to respond in writing within 30 days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider to assume implementation of agreed emergency relief provisions.

### **9.3. Confidential Client and Other Information**

The Provider shall maintain the confidentiality of all confidential data, files, and records related to deliverables and comply with all state and federal laws, including, §§471(a)(8) of the Social Security Act, 106(b)(2)(B) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602, 2 CFR §200.303, 2 CFR §200.337, 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §§431.300-306, and 45 CFR §205. Summaries of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual.

## **10. PROPERTY**

**10.1.** The following only applies to this Contract if funded by state financial assistance.

**10.2.** The word "property" in this section means equipment, fixtures, and other property of a nonconsumable and nonexpendable nature, the original acquisition cost or estimated fair market value of which is \$5,000 or more and the normal expected life of which is one year or more. This definition

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

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

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

**10.5.** The Contract Manager must provide disposition instructions to the Provider prior to the End Date. The Provider cannot dispose of any property reverting to the Department without the Contract Manager's approval. The Provider will furnish a closeout inventory no later than 30 days before the completion or termination of this Contract. The closeout inventory will include all nonexpendable property including all computers purchased by the Provider. The closeout inventory will contain the same information required by the annual inventory.

**10.6.** The Provider hereby agrees all inventories required by this Contract will be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value will be agreed upon by both the Provider and the Department and will be used in place of the original acquisition cost.

**10.7.** Title (ownership) to and possession of all property purchased by the Provider pursuant to this Contract vests in the Department upon completion or termination of this Contract. During the term of this Contract, the Provider is responsible for insuring all property purchased by or transferred to the Provider is in good working order. The Provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Provider is responsible for repaying to the Department, the replacement cost of any property inventoried and not transferred to the Department upon completion or termination of this Contract. When property transfers from the Provider to the Department, the Provider is responsible for paying for the title transfer.

**10.8.** If the Provider replaces or disposes of property purchased by the Provider pursuant to this Contract, the Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Provider's annual inventory.

**10.9.** The Provider will indemnify the Department against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the Provider pursuant to this Contract.

**10.10.** An amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

**11. AMENDMENT IMPACT**

Any amendment replacing or deleting this page will not affect the below execution.

**By signing this Contract, the parties state they have read and agree to the entire Contract, as described in 1.6.**

**IN WITNESS THEREOF,** the parties hereto have caused this Contract executed by their undersigned officials as duly authorized.

**University of South Florida, Board of Trustees**

**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Federal Employer Identification Number (FEIN) or Social Security Number (SSN): 59-3102112**  
**Provider Fiscal Year Ending Date: 06/30**

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**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

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AMENDMENT NO. 1**

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](mailto: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](mailto: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

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AMENDMENT NO. 1**

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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**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES  
CONTRACT NO. LH816  
AMENDMENT NO. 0002**

Effective the latter of **June 30, 2026**, or the last party signature, the above referenced Contract is amended as follows:

1. This Contract is renewed through **June 30, 2031**.

2. In **1.1**, **\$2,500,000.00** is replaced by **\$7,207,583.00**.

3. **A-1.1.2.** and **A-1.1.3.** are amended to read:

**A-1.1.2. Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant (CJMHS) Program**, hereinafter referred to as **"Reinvestment Grant Program"**.

Pursuant to §394.656, F.S. the CJMHS Program is established to provide funding to counties which may be used to plan, implement, or expand initiatives that increase public safety, avert increased spending on criminal justice, and improve the accessibility and effectiveness of treatment services for adults and juveniles who have a mental illness, substance abuse disorder, or co-occurring mental health and substance abuse disorders and who are in, or at risk of entering, the criminal or juvenile justice systems.

**A-1.1.3. CJMHS Technical Assistance Center (TAC)**

Pursuant to §394.659, F.S., the CJMHS TAC is established at the Louis de la Parte Florida Mental Health Institute (FMHI) to provide technical assistance and consultation to grant applicants and awardees.

4. **B-1.** is amended to read:

Under this Contract, the Provider shall provide promotion of the Reinvestment Grant Program, technical assistance, best practice resource, and information sharing to Applicants and Grantees funded by the Reinvestment Grant Program.

5. In **B-2.** and **C-2.2.2.**, "abuse" is replaced by "use disorder".

6. The highlighted portions below amend **B-3.4.** The non-highlighted parts are for illustrative purposes only and are unaffected by this amendment.

The Provider shall notify the Department in writing a minimum of one week prior to making changes in the headquarters location or any changes that will affect the Department's ability to contact the Provider by telephone, facsimile, or email. The Provider may utilize remote staff and virtual workspaces as appropriate to efficiently fulfill its service obligations, provided service quality and accessibility are maintained.

7. **B-3.5.** is amended to add:

**B-3.5.6.** Program Year 6: 07/01/2026 - 06/30/2027

**B-3.5.7.** Program Year 7: 07/01/2027 - 06/30/2028

**B-3.5.8.** Program Year 8: 07/01/2028 - 06/30/2029

**B-3.5.9.** Program Year 9: 07/01/2029 - 06/30/2030

**B-3.5.10.** Program Year 10: 07/01/2030 - 06/30/2031

8. In **B-8.**, "\$500,000.00 per Fiscal Year and \$2,500,000.00" is replaced by "the amount specified in **F-1., Table 2**".

9. Directly above **C-1.1**, insert:

The Provider shall promote Reinvestment Grant opportunities to Florida communities and county planning councils including applicable applicants and provide the following tasks:

10. In **C-1.1.2.4.**, "as part of a planned" is replaced by "for Grantees that identify Sequential Intercept Mapping (SIM) as a priority in their" and the word "priority" after "Survey" is deleted.

11. **C-1.1.2.6.** is amended to add: "The formal visit maybe either on-site (if requested by Grantee) or conducted remotely."

12. In **C-1.1.2.7.**, **C-2.5.2.1.4.**, and **C-2.5.2.2.4.**, "conference calls" is replaced by "webinars".

13. In C-1.1.3.1.5., insert “and dissemination” after the word “Use”.
14. C-1.1.3.1.7., is amended to read:  
C-1.1.3.1.7. Jail Diversion systems including:  
C-1.1.3.1.7.1. Central Receiving Systems  
C-1.1.3.1.7.2. Baker Act Programs  
C-1.1.3.1.7.3. Marchman Act Programs
15. In C-1.1.3.1.9, “and Housing First initiatives” is replaced by “and housing programs for the Reinvestment Grant target population.”
16. In C-1.1.3.1.17., “conference calls” is replaced with “TA engagements”.
17. In C-1.1.3.1.27., “stigma” is replaced with “mental health perspectives”.
18. C-1.1.3.1.29. is replaced with “Reserved”.
19. C-1.1.3.3. is replaced with “Reserved”.
20. In C-1.2.2., C-1.3.3.2., and C-1.3.3.4., “abuse” is replaced with “use”.
21. In C-2.2.1., “tenured” is removed and “abuse” is replaced with “use disorder”.
22. The yellow highlighted portion of the table below amends C-2.5.1., Table 1. The non-highlighted parts are for illustrative purposes only and are unaffected by this amendment.

| Table 1 – Reporting Schedule                              |              |                                                                                                                                                                                                                                                   |
|-----------------------------------------------------------|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Report Name                                               | Frequency    | Report Due Date(s)                                                                                                                                                                                                                                |
| Quarterly Progress Report                                 | Quarterly    | 15th day of the month following the quarter of program <b>services</b>                                                                                                                                                                            |
| Quarterly Expenditure Report                              |              |                                                                                                                                                                                                                                                   |
| Draft Annual Legislative Report                           | Annually     | December 03, 2021<br>December 02, 2022<br>December 01, 2023<br>December 02, 2024<br>December 01, 2025<br><b>December 01, 2026</b><br><b>December 03, 2027</b><br><b>December 01, 2028</b><br><b>December 03, 2029</b><br><b>December 02, 2030</b> |
| Final Annual Legislative Report                           | Annually     | December 17, 2021<br>December 16, 2022<br>December 15, 2023<br>December 16, 2024<br>December 15, 2025<br><b>December 15, 2026</b><br><b>December 17, 2027</b><br><b>December 15, 2028</b><br><b>December 17, 2029</b><br><b>December 16, 2030</b> |
| CJMHSR Reinvestment Grant Program Analysis Summary Report | <b>Twice</b> | June 30, 2026<br><b>June 30, 2031</b>                                                                                                                                                                                                             |

23. In C-2.5.2.1.2., "site visit" is replaced with "engagement".
24. In C-2.5.2.2.2., "telephonically" is replaced with "remotely".
25. In C-2.5.2.2.3., is amended to add: "... , meeting notes and/or a summary report."
26. In E.1.1., "85%" is replaced by "90%".
27. Exhibits F and F1 are replaced in their entirety with the attached **Revised – Exhibit F and Revised – Exhibit F1**.
28. All provisions in the Contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

**IN WITNESS THEREOF**, the parties hereto have caused this Amendment executed by their undersigned officials as duly authorized.

**UNIVERSITY OF SOUTH FLORIDA, BOARD  
OF TRUSTEES**

**Signature:** Matthew Anderson  
**Name:** Matthew Anderson  
**Title:** Sr. Assoc VP, USF Research  
**Date:** 4/7/2026 | 1:56 PM EDT

**STATE OF FLORIDA  
DEPARTMENT OF CHILDREN AND FAMILIES**

**Signature:** Taylor N. Hatch  
**Name:** Taylor N. Hatch  
**Title:** Secretary  
**Date:** 4/7/2026 | 2:00 PM EDT

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**REVISED EXHIBIT F – METHOD OF PAYMENT****F-1. MINIMUM FINANCIAL SPECIFICATIONS**

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 2 – Schedule of Payments**.

| <b>TABLE 2 – SCHEDULE OF PAYMENTS</b>                                      |                                                          |                  |                   |                  |                       |
|----------------------------------------------------------------------------|----------------------------------------------------------|------------------|-------------------|------------------|-----------------------|
| <b>Original Contract Term Fiscal Years 2021 – 2022 through 2025 - 2026</b> |                                                          |                  |                   |                  | <b>\$2,500,000.00</b> |
| <b>FISCAL YEAR</b>                                                         | <b>SERVICE UNIT</b>                                      | <b>UNIT TYPE</b> | <b># of UNITS</b> | <b>UNIT RATE</b> | <b>TOTAL</b>          |
| <b>2026 - 2027</b>                                                         | <b>D-1. – Three months of services specified in C-1.</b> | Quarterly        | 4                 | \$236,646.75     | \$946,587.00          |
| <b>2027 - 2028</b>                                                         | <b>D-1. – Three months of services specified in C-1.</b> | Quarterly        | 4                 | \$232,571.00     | \$930,284.00          |
| <b>2028 - 2029</b>                                                         | <b>D-1. – Three months of services specified in C-1.</b> | Quarterly        | 4                 | \$234,199.00     | \$936,796.00          |
| <b>2029 - 2030</b>                                                         | <b>D-1. – Three months of services specified in C-1.</b> | Quarterly        | 4                 | \$235,876.00     | \$943,504.00          |
| <b>2030 - 2031</b>                                                         | <b>D-1. – Three months of services specified in C-1.</b> | Quarterly        | 4                 | \$237,603.00     | \$950,412.00          |
| <b>Fiscal Years 2026- 2027 through 2030 - 2031</b>                         |                                                          |                  |                   |                  | <b>\$4,707,583.00</b> |
| <b>CONTRACT TOTAL</b>                                                      |                                                          |                  |                   |                  | <b>\$7,207,583.00</b> |

**F-2. INVOICE REQUIREMENTS**

**F-2.1.** The Provider shall request payment through submission of a properly completed and signed invoice using the template in **Exhibit F1**. Invoices and all supporting documentation are due no later than the 15th day of the quarter following each service period. The Provider shall submit the Quarterly Progress Report specified in **C-2.5.1.** as supporting documentation for each invoice.

**F-2.2.** The Provider shall submit a Final Invoice for the fiscal year and the Annual Expenditure Report for payment no later than 30 days after the fiscal year ends. 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 Annual Program Status Report and Annual Expenditure Report are submitted and have been approved by the Department.

**F-2.3.** The Department will approve the Final Invoice payment for the fiscal year in an amount not to exceed the Provider's actual direct costs attested to in the Annual Expenditure Report.

**F-2.3.1.** In the event the Final Invoice amount requested exceeds the Annual Expenditure Report amount, the Department shall reduce the approved payment to reconcile to the Annual 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 Annual 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 **Exhibits D and E**, the Department will reduce the payment due for that invoice period by one percent for each measure up to five percent of the total invoice amount.

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## **TAB 8. Budget**

### **4.8.1.4 CJMHSA Reinvestment Planning Grant 2026 Budget**

#### **4.8.1.4.1 Budget Detail**

##### **Salaries:**

###### **Matching Funds:**

- Hernando County Housing and Supportive Services Director will devote 59 hours at \$55.48/hour for a total of \$3,273 for the grant period.
- BayCare Behavioral Health, Inc., Hernando, will devote 0.15 in FTE this grant to \$6,527 total, for a 12-month period.
- Hernando Community Coalition will devote \$2,071 in staff time for a 12-month period.

###### **Grant Activities:**

- Tasks 1.1, 1.2, 2.1, 2.2, 2.3, 2.4, 2.5, 3.1, 3.1 (sec. 4.4.4.3 Tables IV, V, VI)

##### **Fringe Benefits:**

###### **Matching Funds:**

- Fringe benefits for the Hernando County Housing and Supportive Services Director include the employer portion of payroll taxes (6.65%), employer provided health insurance (13.37%), worker's compensation insurance (.27%), and other benefits provided under an employee sponsored Section 125 Plan (9.71%). This equates to 30% of the \$55.48 hourly wage or \$16.64/hour, for \$982 for the grant period.
- Fringe benefits for BayCare Behavioral Health staff total \$1,765 and are based on standard organizational benefit rates.

###### **Grant Activities:**

- Tasks 1.1, 1.2, 2.1, 2.2, 2.3, 2.4, 2.5, 3.1, 3.1 (sec. 4.4.4.3 Tables IV, V, VI)

##### **Equipment:**

###### **Matching Funds:**

- Hernando Community Coalition will contribute a total of \$2,550 for technology and office resources for the grant period.

###### **Grant Activities:**

- Tasks 1.1, 1.2, 2.4 (sec. 4.4.4.3 Tables IV and V)

##### **Staff Travel:**

###### **Matching Funds:**

- Hernando County Government estimates that approximately 690 miles will be traveled by County staff for the 27 planned meetings over the grant period. The current IRS mileage rate is \$0.725/mile, for \$500.00 in estimated Hernando County travel costs
- Hernando Community Coalition estimates staff travel total cost \$945 to attend the 27 planned meetings.

###### **Grant Activities:**

- Tasks 1.1, 1.2, 2.1, 2.2, (sec. 4.4.4.3 Tables IV and V)

##### **Supplies:**

Matching Funds:

- Hernando Community Coalition has allocated \$1,093 for supplies needed for grant period.

Grant Activities:

- Tasks 1.1, 1.2, 2.1, 2.2, 2.4, 2.5, (sec. 4.4.4.3 Tables IV and V)

**Contract Services:**

- The CJMHSA Project Coordinator will be a contracted position at a rate of \$35.00/hour for 330 hours, for \$11,550 for the twelve-month grant period.
- Hernando County Government will contract with a training provider specifically tasked with facility Memorandum of Understanding and data sharing/communication related trainings in maximum amount of \$4,000.

Grant Activities:

- Tasks 2.1, 2.2, 2.3, 2.4, 2.5, 3.1, 3.1 (sec. 4.4.4.3 Tables V and VI)

**Rent and Utilities:**

Matching Funds (\$840.00) & Grant Activity (\$7,260.00):

- Throughout the grant period, 27 meetings are planned, 12 Planning Grant Committee Meetings, 6 Needs Assessment Steering Committee Meetings, 6 Strategic Planning Meetings, 1 Focus Group Meeting and 2 days for the SIM workshop to be conducted. With the room rent cost of \$300/per, the total for the grant period is \$8,100.

Grant Activities:

- Tasks 1.1, 1.2, 2.1, 2.2 (sec. 4.4.4.3 Tables IV and V)

**Administrative Costs:**

Matching Funds:

- Administrative costs are allocated based upon the pre-determined 10% allowed per the planning grant application of \$22,810 for a total of \$2,281.

Grant Activities:

- Tasks 1.1, 1.2, 2.1, 2.2, 2.3, 2.4, 2.5, 3.1 (sec. 4.4.4.3 Tables IV, V, VI)

#### **4.8.1.4.2 Budget Narrative/Justification**

##### **Salaries:**

Matching salary contributions demonstrate strong local commitment and interdisciplinary collaboration, which are central to CJMHSA planning efforts.

Hernando County Housing and Supportive Services Director, Veda Ramirez, will dedicate 59 hours over the 12-month period of performance, representing \$3,273 as in-kind matching funds. Ms. Ramirez will provide overall leadership and administrative oversight, supervise the contracted CJMHSA Project Coordinator, and lead both the Needs Assessment Steering Committee and Planning Grant Committee. Her role ensures alignment with CJMHSA priorities, including system coordination, diversion planning, and stakeholder engagement.

BayCare Behavioral Health, Inc. will contribute 0.15 FTE, valued at \$6,527 as in-kind matching funds. Staff will actively participate in CJMHSA planning activities, including interagency coordination, identification of behavioral health resources, and integration of treatment and recovery supports within the criminal justice continuum.

Hernando Community Coalition will contribute in-kind matching funds of \$2,071 in staff time to support stakeholder engagement, data collection, meeting facilitation, and cross-system collaboration among criminal justice, behavioral health, and community partners—activities essential to CJMHSA planning and system mapping.

##### **Fringe Benefits:**

Fringe benefits are calculated in accordance with established organizational rates and support personnel contributing to CJMHSA planning activities.

Fringe benefits, representing in-kind matching funds of \$982, for Ms. Ramirez at 30% of in-kind salary. This includes the employer portion of payroll taxes (6.65%), employer provided health insurance (13.37%), worker's compensation insurance (.27%), and other benefits provided under an employee sponsored Section 125 Plan (9.71%).

Fringe benefits for BayCare Behavioral Health staff total \$1,765, representing in-kind matching funds, and are based on standard organizational benefit rates.

##### **Equipment:**

Hernando Community Coalition will contribute an in-kind match of \$2,550 in equipment and resources to support CJMHSA planning activities as an in-kind match. These resources include technology and office infrastructure necessary for data analysis, system mapping, and coordination across agencies—key components of CJMHSA-required planning deliverables.

##### **Staff Travel:**

Travel funds support participation in required CJMHSA planning meetings and collaborative activities.

Hernando County Government will provide \$500 through in-kind match, to support travel for the Housing and Supportive Services Director to attend PSCC meetings, Needs Assessment Steering Committee meetings, and Planning Grant Committee meetings.

Hernando Community Coalition will contribute \$945 through in-kind match, to support staff travel for coordination and stakeholder engagement activities. These travel expenses ensure consistent participation from key partners across the criminal justice and behavioral health systems.

##### **Supplies:**

Hernando Community Coalition will contribute an in-kind match of \$1,093 in supplies to support CJMHSA planning activities, including meeting facilitation, outreach materials, documentation, and strategic planning resources necessary to engage stakeholders and develop a comprehensive plan.

**Consultant Services:**

Grant funds are being requested for two contacted services. One is for a project coordinator, and the other is for training of Public Safety Coordinating Council (PSCC) members as listed below.

The CJMHSA Project Coordinator's contract will be all-inclusive for \$11,550 (\$35.00/hour) to provide approximately 330 hours of service over the 12-month grant period. This contract will be to coordinate all planning activities, facilitate stakeholder engagement, ensure progress toward grant objectives, and lead the development of a comprehensive strategic plan aligned with CJMHSA priorities, including diversion, treatment access, and system integration.

Additionally, \$4,000 is requested in grant funding to contract with a qualified training provider to deliver specialized training on Memoranda of Understanding (MOUs), data sharing, and interagency communication. These activities directly support CJMHSA goals of improving system coordination and formalizing partnerships across criminal justice and behavioral health systems.

**Rent and Utilities:**

A total of 27 meetings will be conducted, including Planning Grant Committee meetings, Needs Assessment Steering Committee meetings, Strategic Planning sessions, a focus group, and a two-day Sequential Intercept Model (SIM) workshop facilitated by USF-CJMHSA TAC. These meetings are critical for system mapping, gap analysis, and strategic plan development.

The total cost for meeting space is \$8,100 (\$300 per daily room rental.). Of this amount, \$7,260 is requested from grant funds, and \$840 will be contributed as cash matching funds by Hernando Community Coalition.

**Administrative Costs:**

Administrative costs of \$2,281 will be used as in-kind matching funds and are calculated at the allowable 10% rate in accordance with CJMHSA guidelines. These funds support essential grant administration functions, including executive oversight, fiscal management, human resources, information systems, record keeping, and insurance.

#### 4.8.1.4.3 Line-Item Budget

|                                                             | Grant Funds Requested | Matching Funds and Other In-Kind Contributions |                                                                                                       |
|-------------------------------------------------------------|-----------------------|------------------------------------------------|-------------------------------------------------------------------------------------------------------|
|                                                             |                       | Funding                                        | Source of Funds                                                                                       |
| Salaries:                                                   | -                     | \$11,871                                       | Hernando County (in kind);<br>BayCare Behavioral (in kind);<br>Hernando Community Coalition (in kind) |
| Fringe Benefits:                                            | -                     | \$2,747                                        | Hernando County (in kind);<br>BayCare Behavioral (in kind)                                            |
| Equipment:                                                  | --                    | \$2,550                                        | Hernando Community Coalition (in kind)                                                                |
| Staff Travel:                                               |                       | \$1,445                                        | Hernando Community Coalition (Cash & in kind)                                                         |
| Supplies:                                                   | --                    | \$1,093                                        | Hernando Community Coalition (in kind)                                                                |
| Building Occupancy:                                         | --                    | --                                             |                                                                                                       |
| Consultant Services:                                        | \$15,550              | --                                             |                                                                                                       |
| Consultant Supplies:                                        | -                     | --                                             |                                                                                                       |
| Rent and Utilities                                          | \$7,260               | \$840                                          | Hernando Community Coalition (Cash)                                                                   |
| Subcontracted Services:<br>(Total ALL subcontract services) | --                    | --                                             |                                                                                                       |
| Administrative Cost:                                        |                       | \$2,281                                        | Hernando County (in kind)                                                                             |
| Total:                                                      | \$22,810              | \$22,827                                       |                                                                                                       |
| Total Project Cost:                                         | \$45,637              | = Grant Funds Requested + Matching Share       |                                                                                                       |
| Match Percentage:                                           | 100%                  | = Match / Total Project Cost                   |                                                                                                       |

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