

CENTRAL FLORIDA BEHAVIORAL HEALTH NETWORK, INC.



Collaborating for Excellence

Supplemental Reference – Protocols

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Supplemental Reference –Protocols

The items contained within this document are supplemental requirements related to any procurement posted by Central Florida Behavioral Health Network, Inc. (CFBHN) from September 26, 2018 and forward.

1. Introduction

1.1. Core Values

Procurement proposals should embrace the CFBHN core values:

- Accountability
- Advocacy
- Collaboration
- Innovation
- Transparency

CFBHN expects services to be consumer driven. This will be accomplished by coordinating services and being culturally and linguistically competent. The vendor is expected to be an integral part of the community and to be responsive to the needs of the community. In addition, services must be focused on recovery, not just maintenance, for those served and their families. CFBHN expects proposals to address the ability to increase efficiency, while maximizing resources toward reductions in administrative costs.

Vendors agree to follow all applicable Federal and State of Florida rules, regulations and statutes related to contracting and service provision for mental health and substance abuse services. Vendors will have in place any licenses required to provide these services or an application for a probationary license prior to the start date. As a provision of each procurement, the vendor will comply with CFBHN's Standard Contract, Subcontract, Attachments, Exhibits, Guidance Documents and Reporting Templates or the latest revisions thereof (identified in **Section 4.7.**).

CFBHN finds that unmet behavioral health needs constitute significant health problems for residents, are a major economic burden through increased demand on parallel State and local governmental community programs, and limit an individual's ability to live, work, learn and participate fully in their community.

The selected vendor must demonstrate that it has an established record of performance and financial stability and that it can; (1) meet at a minimum the outcomes and performance measures; (2) increase access for those in need of care; (3) improve the coordination and continuity of care for vulnerable and high risk populations; and (4) meet the licensure requirements connected with providing these services. The approach must demonstrate a vision to blend and leverage the full extent of the available resources by structuring a System of Care that can identify the opportunities and align itself with the momentum of the industry.

The selected vendor will be responsible for the service provision, administration, management and contractual obligations for the indicated target populations and will provide services as identified in the procurement for individuals with behavioral health disorders, as authorized in the Florida Statutes.

1.2. Authority

Subsections 20.19, 39.001(2), 39.001(4), 287.57, 394.457(3), 394.74, 394.9082, 397.305(3), 397.321(4), and 916, F.S., and the master contract with the Department gives the authority to contract for these services. The selected vendor must comply with all applicable Federal and State laws, regulations and program guidelines. The selected vendor must also comply with any other applicable Federal or State laws, court orders, and/or

administrative rules that may be enacted during the service period of the anticipated contract.

1.3. Definitions

The definitions found in the Department of Children and Families' (DCF) Standard Contract Definitions are incorporated into and made a part of the procurement (located at: <http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf>).

2. Protests and Disputes

2.1. Filing the Protest

Any vendor who has been adversely affected by a decision or intended decision concerning a solicitation or a notice of contract award may file a *written Notice of Intent to Protest* with the contact person listed on the Cover Page of the posted Procurement Document within 72 hours after the posting of the solicitation or of the notice of CFBHN's decision or intended decision.

In the computation of the 72 hour time frame for filing of a protest, Saturdays, Sundays and state holidays are excluded. The Director of Contracting must ensure that the date and time of posting are documented in the contract file. (Posting on a Monday or Tuesday eliminates the need for weekend exclusion.) Failure to timely file a notice of intent to protest shall constitute a waiver of proceedings.

Following the submission of the written Notice of Intent to Protest, a Formal Protest must be filed with the contact person listed on the Cover Page of the posted Procurement Document. The Formal Protest must be:

- In writing; and,
- Filed within ten (10) days after filing of the notice of protest. Failure to file a protest within the time prescribed shall constitute a waiver of proceedings.
- No time will be added to the above time limits for mail service.
- The 10 day period includes Saturdays, Sundays, and state holidays.
- If the last day of the 10 day period is a Saturday, Sunday, or state holiday, the period shall run until the end of the next day which is neither a Saturday, Sunday, nor state holiday.
- Accompanied by a bond payable to CFBHN at the time of filing the formal written protest.
- In lieu of a bond, a cashier's check, official bank check, or money order in the amount of the bond may be submitted to the contact person.
- Failure to file the proper bond at the time of filing the formal protest will result in a denial of the protest.

2.2. Posting Bond for Protest Filed

Any vendor who files an action protesting a decision or intended decision pertaining to contracts administered by CFBHN must comply with the following requirements.

When protesting a decision or intended decision the protestor must post a bond equal to one percent (1%) of CFBHN's estimated contract amount. The estimated contract amount shall be based upon the contract price submitted by the protestor. If no contract price was submitted, CFBHN shall estimate the contract amount based

on factors including, but not limited to, the following:

- The price of previous or existing contracts for similar or contractual services.
- The amount appropriated by the Legislature for the contract.
- The fair market value of similar contractual services.

CFBHN shall provide the estimated contract amount to the protestor within 72 hours (excluding Saturdays, Sundays and state holidays) after the notice of protest has been filed. The estimated contract amount is not subject to protest. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which action is brought and in any subsequent appellate court proceeding.

In lieu of a bond, CFBHN may accept a cashier's check, official bank check, or money order in the amount of the bond.

The official hours of office operation for receipt of intent to protest and/or a petition and bond are office hour's 8:00 AM to 5:00 PM local time. Upon receipt of the formal written notice of protest, the contact person must secure the bond, cashier's check, official bank check, or money order until resolution of the protest.

2.3. Content of Formal Written Notice of Protest

The formal written notice of protest should be printed, typewritten, or otherwise duplicated in legible form. The content of the formal written notice of protest should contain:

- The name and address of the vendor filing the protest and an explanation of how its substantial interests have been affected by the solicitation or by CFBHN's notice of intended or actual contract award;
- A statement of how and when the vendor filing the protest received notice of the solicitation or notice of CFBHN's intended or actual contract award;
- With particularity, the facts and law upon which the protest is based;
- A statement of all issues of disputed material facts (if there are none, the protest must indicate such);
- A concise statement of the ultimate facts alleged, as well as the CFBHN rules and statutes which entitle the vendor filing the protest to relief;
- A demand for relief to which the vendor deems itself entitled; and,
- Any other information which the vendor contends is material

2.4. CFBHN's Response to Protest

Upon receipt of a formal written notice of protest, the solicitation process or contract award process may be stopped until the protest is resolved. Upon receipt of a protest, the Contact Person listed on the Cover Page of the posted Procurement Document and Director of Contracting shall immediately consult the appropriate legal counsel. With legal counsel, the contract signer must determine whether or not to accept or reject the protest.

2.5. Resolution of the Protest

Upon receipt of the intent to protest or formal written notice of protest, the Director of Contracting may work with the protestor to resolve the protest by mutual agreement on an informal basis. The Director of Contracting will have seven (7) days after receipt of the formal written notice of protest to resolve the protest through mutual agreement. The seven (7) days will exclude Saturdays, Sundays, and state holidays.

If the protest is not resolved by mutual agreement within seven (7) days, excluding Saturdays, Sundays, and state holidays, of receipt of the formal written protest the CEO of CFBHN shall designate a management staff who shall conduct an informal proceeding and issue a final decision within ten (10) days excluding Saturdays, Sundays, and state holidays. The formal written protest may be, as determined by the CEO of CFBHN, referred to the Department of Children and Families.

3. Financial Specifications

3.1. Allowable Costs

- 3.1.1. All costs associated with performance of the services contemplated by the awarded contract must be both reasonable and necessary and in compliance with the cost principles for non-profit organizations, pursuant to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (also known as the “OMB Super Circular.”) and Ch. 65E-14, F.A.C.
- 3.1.2. Any compensation paid for an expenditure subsequently disallowed as a result of the vendor’s non-compliance with state or federal funding regulations shall be repaid to CFBHN upon discovery.
- 3.1.3. Invoices must be submitted by an authorized representative of the vendor in accordance with the submission schedule in the awarded contract, with appropriate service utilization and Individuals Served data accepted into the Central Florida Health Data System (CFHDS), in accordance with PAM 155-2.

3.2. Invoicing and Payment of Invoices

The vendor shall request an electronic payment for services delivered on a monthly basis through the Contracting and Finance Exchange (CAFÉ) software by the 10th of each month. Payment will be released once all data has been validated at 100%.

Managing Entity shall not be required to pay the vendor if Managing Entity does not receive payment for the corresponding services and materials from its payment source. No funds shall be owed to the vendor unless Managing Entity is paid by the Department for the services for which vendor is requesting payment. Receipt of payment from the Department is an absolute precondition to any obligation by Managing Entity to pay vendor. Managing Entity’s contractual or other obligation to pay vendor is expressly conditioned upon and limited to the payments by the Department to the Managing Entity for the services for which the vendor is requesting payment. Managing Entity may make partial payments to the extent it receives partial funding. In the event the acts or omissions of a vendor are a cause, in whole or in part, of a payment source’s failure to pay Managing Entity, then Managing Entity may elect to apportion any payment received among vendors whose acts are not a cause for non-payment. Vendors shall not be subject to non-payment for reasons other than Managing Entity’s failure to receive its funding, unless the vendor has failed to comply with a corrective action plan or they have been subjected to the CFBHN Sanctions and Financial Penalties policy.

4. Contract Provisions

4.1. Equipment

The selected vendor will be responsible for supplying, at its own expense, all equipment necessary to perform under, conduct, and complete the contract including but not limited to computers, telephones, copier, and fax machine including supplies and maintenance, as well as needed office supplies.

4.2. Fiscal Reports

If the selected vendor is already under contract with CFBHN, CFBHN may extend the option of accepting existing rates for the services outlined in the response to the procurement. If the vendor does not have rates established for all covered services, CFBHN may propose rates for the services. If the vendor does not accept those rates, then they will be required to complete the fiscal report in its entirety.

If the selected vendor is not already under contract with CFBHN, the vendor will be required to submit a full and complete copy of their agency's Fiscal Reports (which includes the below listed items), using the template on the procurement website. More details will be outlined in the procurement document.

- SAMH Projected Operating and Capital Budget Personnel Detail
- SAMH Projected Operating and Capital Budget (includes Projected Funding Sources & Revenues and Projected Expenses)
- Agency Capacity Report

4.3. Monitoring Requirements

The successful vendor shall permit all persons who are duly authorized by the Managing Entity or the Department to inspect and copy any records, papers, documents, facilities, goods, and services of the vendor which are relevant to the awarded contract, and to interview any clients, employees, and vendor employees of the vendor to assure the Managing Entity or the Department of the satisfactory performance of the terms and conditions of the awarded contract.

The vendor will submit progress reports and other information in such formats and at such times as may be prescribed in writing by the Managing Entity, cooperate in site visits and other on-site monitoring (including, but not limited to: access to sites, clients, staff, fiscal and client records and logs, and the provision of related information), submit reports on any monitoring of the program funded in whole or in part by the Managing Entity conducted by federal, state, or local governmental agencies or other funders, and if the vendor receives accreditation reviews, each accreditation review must be submitted to the Managing Entity within ten (10) days after receipt by the vendor. All reports will be as detailed as may be reasonably requested by the Managing Entity and will be deemed incomplete if not satisfactory to the Managing Entity as determined in its sole reasonable discretion. All reports will contain the information, additional information, or be in the format as may be requested by the Managing Entity. If approved in writing by the Managing Entity, the Managing Entity may accept any report from another monitoring agency in lieu of reports customarily required by the Managing Entity.

4.4. Records and Documentation

To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of "public record" as defined in subsection 119.011(12), F.S., said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119, F.S., or otherwise. It is expressly understood that the selected vendor's refusal to comply with Chapter 119, F.S., shall constitute an

immediate breach of the contract which results from the procurement which entitles CFBHN to unilaterally cancel the contract agreement. The selected vendor will be required to promptly notify CFBHN of any requests made for public records if the request could lead to a media event.

Unless a greater retention period is required by State or Federal law, all documents pertaining to the program contemplated by the procurement shall be retained by the selected vendor for a period of six (6) years after the termination of the resulting contract or longer as may be required by any renewal or extension of the contract. If an audit is required, records shall be retained for a minimum of six (6) years after the audit report is issued and until resolution of any audit findings or any litigation based upon the contract. During the records retention period, the selected vendor agrees to furnish, when requested to do so, all documents required to be retained. Data files will be provided in a format readable by CFBHN.

The selected vendor agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The selected vendor further agrees to:

- Hold CFBHN and the Department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the selected vendor of confidential records whether public record or not and promises to defend CFBHN and the Department against the same at its expense; and
- Maintain all required records pursuant to the resulting contract in such manner as to be accessible by CFBHN upon demand. Where permitted under applicable law, access by the public shall be permitted without delay. The selected vendor assumes all financial responsibility for record storage and retrieval costs.
- Comply with activities related to information systems in compliance with the Department's PAM 155-2, where applicable.

4.5. Subcontractors

The successful vendor may not subcontract out the services required in the procurement without prior written approval by CFBHN.

4.6. Service Delivery Location

Services shall be provided within the designated service area. The selected vendor shall notify the contract manager, in writing, of any changes in locations, days, and/or times where services are being provided pursuant to 65E-14.021(5)(e)(c) F.A.C, 30 days prior to any changes.

4.7. Contract Documents

The Standard Contract, Subcontract, Attachments, Exhibits, and Incorporated Documents, or the latest revisions thereof, are incorporated and made part of the contract between Central Florida Behavioral Health Network, Inc. and the vendor, and can be found here: <http://www.myflfamilies.com/service-programs/substance-abuse/managing-entities/2018-contract-docs>

4.8. Minimum Insurance Requirements

Providers must demonstrate having all necessary insurances required (see the CFBHN standard subcontract for more details). The types of required insurances include:

- General liability insurance

- Automobile insurance
- Professional liability insurance

4.9. Trade Secrets

CFBHN will attempt to afford protection from disclosure of any trade secret as defined in section 812.081, Florida Statutes (F.S.), where separately and individually marked and identified as such in the response to the procurement, to the extent permitted under section 815.04, F.S., Chapter 119, and Chapter 286, F.S. Any vendor acknowledges, however, that the protection afforded by section 815.04, F.S. is incomplete, and it is hereby agreed by the vendor and CFBHN that no right or remedy for damages arises from any disclosure.

CFBHN is not obligated to agree with the vendor's claim of exemption and, by submitting a proposal, the vendor agrees to be responsible for defending its claim that each portion of the claimed trade secret is exempt from inspection and copying under Florida's Public Records Law.

Vendor agrees that it shall protect, defend, and indemnify, including attorney's fees and costs, including any appellate costs and attorney's fees, CFBHN, its officers, employees, agents, and legal counsel from any and all claims and litigation arising from or relating to vendor's claim that any claimed trade secret portions of its proposal are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

4.10. Cost of Preparation of Proposal

CFBHN is not liable for any costs incurred by a vendor responding to a CFBHN procurement.

Questions related to this document or any active procurement should be directed to Procurement@cfbhn.org.