

## FACT/State Hospital Stepdown Transition Vouchering Agreement

Date: 7/01/2020

FOR AND IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, the Central Florida Behavioral Health Network, the "Managing Entity," and the "Subcontractor(s)" agree as follows:

A. Purpose of the Contract

The purpose of this "Agreement" is to set forth a funding mechanism for FACT or State Hospital stepdown transition vouchering. The funding available under any relevant other cost accumulators (OCAs) is limited to a pool (closing June 30<sup>th</sup> of each year) based on first come, first served billing by all parties entitled to draw from the OCA(s).

B. Term of the Contract

The term of this Agreement extends through the term of the Managing Entity's "Master Contract" with the state of Florida, as long as funding remains available.

C. Priority of the Agreement

This Agreement is governed and superseded by all terms and clauses established in each subcontractor's primary contract with the Managing Entity. Subcontractor agrees to comply with all duties and responsibilities of the primary contract and subsequent amendments thereto.

D. Parties to this Agreement

The Managing Entity reserves the right to unilaterally add additional subcontractors to draw from the relevant OCA for the purposes of distributing voucher funds. Subsequent subcontractors have equal rights to receive funds available in the pooled OCA based on a first come, first served basis.

E. Subcontractor Obligations for Voucher Reimbursement Eligibility

Subcontractors have a duty to ensure that all persons served must have contact with an agency representative at a minimum of at least once in any consecutive thirty (30) day period.

All agencies must participate in the multiagency release form in order to receive vouchers.

F. Approved Services

Incidental expenses are the only approved covered service under this Agreement. The rate

is to be billed at fifty dollars (\$50.00) per unit. Units should be billed in fractional units equivalent to the actual cost.

G. Services to be Provided

The Subcontractor is responsible for the administration of incidental funds for adults identified as "high need high utilizers" within the Suncoast region.

Specific Subcontractor obligations under this Agreement require that the Subcontractor:

1. Shall be knowledgeable of and fully comply with all applicable state and federal laws, rules and regulations, as amended from time to time, that are referenced in this Agreement.
2. Shall ensure that the location of Subcontractor's services and the days and times where services are being provided will be as specified pursuant to 65E-14.021(8)(d)1(d).III. The Subcontractor 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(8)(d)5 F.A.C. The Subcontractor will secure and maintain all necessary authority and licenses to provide the services allowable within the covered services for which the Managing Entity shall be invoiced and to provide those services for the rates specified by the Managing Entity of this Agreement.
3. Shall ensure that all persons served under this Agreement are eligible, that services provided are allowable and that documentation is maintained including, where applicable, verification that the services provided cannot be paid for through Medicaid or any other funding source.
4. Shall protect data in the Substance Abuse and Mental Health Information System (SAMHIS) and in the Central Florida Health Data System (CFHDS) from accidental or intentional unauthorized disclosure, modification or destruction by persons by insuring that each SAMH user must have a unique personal identifier (i.e., DS number). The following security agreements and trainings shall be requested and completed prior to anyone accessing the SAMHIS/CFHDS data system: 1) Database Access Request Form; 2) the DCF Security Agreement Form (CF-114); 3) the online current year Security Awareness Training; 4) the online current year HIPPA Training or equivalent.
5. Shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the Subcontractor shall assure that unencrypted personal and confidential departmental data will not be stored on unencrypted storage devices. The Subcontractor agrees to notify 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. The Subcontractor shall provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data provided in section 817.5681, F.S.

6. Shall submit all required data to CFBHN in accordance with the terms of their contract of the Managing Entity.
7. Shall ensure that all service event records submitted to CFBHN will be supported by a valid admission record.
8. Shall ensure that 100% of all billed units will be supported by a corresponding data unit submitted to CFBHN. In addition, the Subcontractor agrees that 100% of all data units submitted to CFBHN will have a documented entry in the client's file.
9. Shall comply with all confidentiality and non-disclosure requirements required by applicable law, rule or regulation. Further, each party shall not use or disclose to any unauthorized person any information relating to the business or affairs of the other party or of any qualified individual, except pursuant to the express written consent of the other party or the qualified individual, as applicable, court order, or as required by law, rule or regulation.

H. Special Provisions

1. Shall be responsible for meeting the outcomes and performance standards as defined in **Exhibit A1 – Required Documents and Reports**.
2. Shall ensure that it will establish a grievance procedure which applicants for, and recipients of, services may use to present grievances to the governing authority of the Subcontractors about services being provided under the Subcontractor contracts with the Subcontractor. If the grievances are not resolved at this level of authority, the Subcontractors will refer them to the Managing Entity.
3. Shall comply with procedures for Incident Reporting and Client Risk Prevention in accordance with the Regional Operating Procedure 215-4 and Children and Families Operating Procedure 215-6 and will submit all incident reports to the Managing Entity.

Pending revision of DCF SC ROP 215-4, the following definitions shall be acknowledged:

- a. **Child Death.** An individual less than 18years of age whose life terminates while receiving services, during an investigation, or when it is known that a client died within thirty (30) days of discharge from any SAMH funded

service(s).

- b. **Adult Death.** An individual 18 years old or older whose life terminates while receiving services, during an investigation, or when it is known that an adult died within thirty (30) days of discharge from any SAMH funded service(s).
4. Shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as "ADA"), and the Children and Families Operating Instruction (CFOP) 60-10, Chapter 4, entitled "Auxiliary Aids and Services for the Deaf and Hard-of-Hearing". If the Subcontractor or any of its subcontractors have 15 or more employees, they shall designate a Single Point-of-Contact to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504, the ADA and CFOP 60-10. Subcontractor's employees and any of its subcontractor's employees who are direct service employees shall complete Effective Communication Online (as requested of all Department of Children and Families employees) and sign the Attestation of Understanding. Direct service employees will also print their certificate of completion, attach it to their Attestation of Understanding and maintain them in their personnel file.
5. CFBHN business associates must safeguard protected health information, and use and disclose the information only as permitted or required by the applicable provisions of 45 CFR Parts 160, 162, and 164 (collectively the HIPAA Requirements). Business associates must appropriately safeguard the electronic protected health information they create, receive, maintain or transmit. Downstream entities that work at the direction of or on behalf of the business associate and handle protected health information are also required to comply with the applicable HIPAA Requirements in the same manner as the primary business associate. Business Associates must obtain satisfactory assurances in the form of a written contract or other arrangement that a subcontractor will appropriately safeguard protected health information. The Business Associate will ensure that required breach notification procedures are followed. In the event of a breach the business associate will notify the affected individuals, the Secretary of DHHS, CFBHN, and if applicable, the media of the breach.
6. **Health Insurance Portability and Accountability Act**

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

I. Method of Payment

Voucher claims and invoicing:

- Services must be vouchered in the system no later than the Monday following the service delivery
- Services must be billed for the month in which the services occur
- Managing Entity will not pay for back-billed services
- Vouchers that have not been utilized within 10 days of issuance or since the last service event will be marked for closure
- Vouchers that are marked for closure will be reviewed by CFBHN
- Once it has been identified that the remaining vouchered funds are not needed, the Managing Entity will close the remaining units and reallocate the funds back into the available budget
- All services must be billed by the 10<sup>th</sup> of each month following the services provided

J. Termination

1. **Termination at Will.** Either party may terminate this Agreement upon at least 30 days prior written notice to the other party.
2. **Termination for Lack of Funds.** The Managing Entity may terminate this Agreement upon at least 24-hours prior written notice to Subcontractor if the Managing Entity funding has been removed by the Department.
3. **Severability of Termination.** Terminating this Agreement does not terminate any other agreements between the Managing Entity and Subcontractor.
4. **Termination for Cause.** The Managing Entity may terminate this Agreement upon at least 24-hours prior written notice to Subcontractor if Subcontract breaches this Agreement. The determination of breach shall be made by Managing Entity's Board of Directors. Breach includes, but is not limited to, any of the following events:
  - If Subcontractor is suspended or becomes disqualified from providing the services, found to be negligent or to have caused harm to a qualified individual, or otherwise is subject to disciplinary action which materially adversely affects the Subcontractor's ability to perform the services under this Subcontract.
  - If Subcontractor (or its officers or directors) is convicted of or pleads guilty, no contest or otherwise admits to any crime involving a morally corrupt act or practice or any felony offense.

5. If the Subcontractor makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or has entered against it an order for any relief in any bankruptcy or insolvency proceeding or has an involuntary petition in bankruptcy or similar proceeding filed against it which has not been dismissed with 120 days after the commencement thereof.
6. Notice of termination or breach shall be by certified mail, return receipt requested, by a state-wide courier or delivery service, or by personal delivery to the person designated in the master contract.
7. Continuation of Services. The Managing Entity (Network Development and Clinical Services) shall work with the current Subcontractor prior to cancellation date to ensure all consumer needs are identified and appropriate placements and transportation needs has been arranged. The Subcontractor shall maintain communication with the Managing Entity on the process of transferring consumers until all consumers are placed.

K. Dispute Mediation

Any disputes concerning performance of this Agreement that cannot be resolved informally shall be reduced to writing and delivered to the Chair of the Managing Entity's Board of Directors, requesting resolution through Board action. When the Board action fails to resolve the dispute, the Managing Entity and Subcontractor shall seek independent mediation.

L. Damages

Managing Entity damages for Subcontractor's breach or other nonperformance of this Agreement or for Subcontractor's failure to implement or to make acceptable progress on a corrective action plan may include, but are not limited to, financial penalties imposed on the Managing Entity by the Department of the Children and Families (the Department) because of Subcontractor's act or omissions. Such damages caused by Subcontractor are called Subcontractor-caused Financial Damages in this Section. If the Department imposes Subcontractor-caused Financial Damages on the Managing Entity, Subcontractor shall pay the Managing Entity the amount of such Subcontractor-caused Financial Damages within 30 days of written notice by the Managing Entity to Subcontractor.

M. Return of Funds

During the term of this Agreement, funds shall be used by Subcontractor solely for providing the Services described in the Agreement. Misspent funds are funds received by the Subcontractor from the Managing Entity which are not spent in accordance with this Agreement. Misspent funds are subject to refund to the Managing Entity, or other resolution as determined in the sole reasonable discretion of the Managing Entity. The Managing Entity

is not required to conduct an audit prior to finding that the Subcontractor has misspent funds.

In addition to any other remedy, the Managing Entity may offset any misspent funds against any other funds due Subcontractor for previous or subsequent agreements.

Repayments will be made by Subcontractor in accordance with the Managing Entity's instructions.

N. Effective Date

This Agreement shall begin on **July 1, 2020**, or on the date on which this Agreement has been signed by the Subcontractor, whichever is later.

O. Reformation

If any court determines that any covenant or obligation of this Agreement is excessive in duration or scope, or is unreasonable or unenforceable under the Laws of Florida, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the Laws of Florida.

**Signature Sheet Standard  
Contract Attachment A,  
Exhibit A1 – Required Documents and Reports**

By signing this Agreement the parties agree that they have read and agree to the entire contract.

THE PARTIES HERETO by and through their duly authorized representatives, whose signatures appear below, have caused this Agreement to be executed on the date below.

**MANAGING ENTITY**

By: 

Title: CFO

Witness: Janet Higgins-Weston

Date: 06.19.2020

**SUBCONTRACTOR**

By: 

Title: Vice President, Behavioral Health

Witness: Beth Japonica

Date: 6-15-20

The following information is required to be completed when the signature page is sent.

**Subcontractor Name:** BayCare Behavioral Health, Inc.

**Subcontractor Address:** 7809 Massachusetts Avenue, New Port Richey, FL 34653

**Contact Name:** Debbie Antioco

**Contact Phone Number:** 727-315-8663