



SUBCONTRACT BETWEEN
CENTRAL FLORIDA BEHAVIORAL HEALTH NETWORK, INC.
AND
CHARLOTTE BEHAVIORAL HEALTH CARE, INC.

Subcontract Number: QG006

Date: 07/01/2020

THIS SUBCONTRACT "Subcontract" is entered into by and between CENTRAL FLORIDA BEHAVIORAL HEALTH NETWORK, INC., hereinafter referred to as the "Managing Entity" or "CFBHN" and CHARLOTTE BEHAVIORAL HEALTH CARE, INC., hereinafter referred to as the "Subcontractor", for the provision of Substance Abuse and/or Mental Health services in accordance with those provisions and conditions described in the Master Contract # **QD1A9** as amended (The Master Contract includes the Standard Contract, Attachments, Exhibits, and any documents incorporated by reference) between CFBHN and the Department of Children and Families, SunCoast Region, hereinafter referred to as the "Department" or "DCF", for Fiscal Years 2020-2021 through 2022-2023, included herein as Attachment I. Subcontractor agrees that Managing Entity may designate a point of contact that Subcontractor is responsible to coordinate and communicate events with throughout this Agreement (hereafter "Contract Manager").

FOR AND IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, the Managing Entity and the Subcontractor agree to the following:

A. Effective and Ending Dates

This Subcontract shall begin on **July 1, 2020**, or on the date on which this Subcontract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Tampa, Florida, on **June 30, 2023**.

There is no renewal for this subcontract.

B. Contract Documents

1. The following Standard Contract, Attachments, and Exhibits, or the latest revisions thereof, are incorporated herein and made a part of this Subcontract:

Standard Contract

Attachment I – Master Contract

Attachment II – Certification Regarding Lobbying

- Attachment III** – Contract Attachment for Financial and Compliance Audit
- Attachment IV** – Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts
- Attachment V** – Protected Health Information
- Attachment VI** – Prevention Partnership Grant Application
- Attachment VII** – Original Department of Children and Families Contract (for subcontracts transferred to the Managing Entity)
- Attachment VIII** – Centralized Receiving Facility Response
- Attachment IX** – Mobile Response Framework
- Exhibit C** – Performance Measures
- Exhibit D** – Scope of Work
- Exhibit E** – N/A

2. The following Exhibits and references, or the latest revisions thereof, are incorporated by reference herein and made a part of this Subcontract:

Exhibit A

Exhibit A₁ – Required Documents and Reports

Exhibit A₂ – SunCoast Region Prevention Coalition Contract Deliverables

Exhibit B – Funding Detail (through Contract and Finance Exchange – CAFÉ)

Exhibit F – Prevention Performance Tool (PPT) Template

Exhibit G – Centralized Receiving System (CRS) Grant Project Status Report

Exhibit H – SOR Guidance

Exhibit I – FIS Reference Guide

3. The following documents and templates, or the latest revisions or additions thereof, are incorporated by reference herein and made a part of the Subcontract and can be found at: <https://www.myflfamilies.com/service-programs/samh/managing-entities/2020-contract-docs.shtml>

Guidance Documents:

Guidance 1 - Evidence-Based Guidelines

Guidance 2 - Tangible Property Requirements

Guidance 3 - Managing Entity Expiration, Termination and Transition Planning Requirements

Guidance 4 - Care Coordination

Guidance 5 - Residential Mental Health Treatment for Children and Adolescents

Guidance 6 - Outpatient Forensic Mental Health Services

Guidance 7 - Forensic and Civil Treatment Facility Admission and Discharge Processes

Guidance 8 - Assisted Living Facilities with Limited Mental Health (ALF-LMH) Licensure

Guidance 9 - Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach Access, and Recovery (SOAR)

Guidance 10 - Prevention Services

- Guidance 11** - Juvenile Incompetent to Proceed (JITP)
- Guidance 12** - Behavioral Health Network (BNet) Guidelines and Requirements
- Guidance 13** - Indigent Drug Program (IDP)
- Guidance 14** - Prevention Partnership Grants (PPG)
- Guidance 15** - Projects for Assistance to Transition from Homelessness (PATH)
- Guidance 16** - Florida Assertive Community Treatment (FACT) Handbook
- Guidance 17** - Temporary Assistance for Needy Families (TANF) Funding Guidance
- Guidance 18** - Family Intensive Treatment (FIT) Model Guidelines and Requirements
- Guidance 19** - Child Welfare Integration
- Guidance 20** - Local Review Team
- Guidance 21** - Housing Coordination
- Guidance 22** - Federal Grant Financial Management Requirements
- Guidance 23** - Crisis Counseling Program
- Guidance 24** - Performance Outcomes Measurement Manual
- Guidance 25** - National Voter Registration Act Guidance
- Guidance 26** - Women's Special Funding, Substance Abuse Services for Pregnant Women and Mothers
- Guidance 27** - Central Receiving Systems Grant
- Guidance 28** - Forensic Multidisciplinary Team
- Guidance 29** - Transitional Voucher
- Guidance 30** - Partnership For Success
- Guidance 31** - Children's Mental Health System of Care (CMHSOC) Grant
- Guidance 32** - Community Action Treatment (CAT) Team
- Guidance 33** - HIV Early Intervention Services

Reporting Templates:

- Template 1** - Provider Tangible Property Inventory Form
- Template 2** - SAMH Block Grant Reporting Template
- Template 3** - Narrative Report for the Substance Abuse and Mental Health Block Grant
- Template 4** - Managing Entity Annual Business Operations Plan
- Template 5** - ALF-LMH Forms
- Template 6** - Behavioral Health Network Participant Forms
- Template 7** - BNet Alternative Service Forms
- Template 8** - Discontinued 11/3/2016
- Template 9** - Local Match Calculation Form
- Template 10** - Managing Entity Monthly Fixed Payment Invoice
- Template 11** - Managing Entity Monthly Progress Report
- Template 12** - Managing Entity Monthly Expenditure Report
- Template 13** - Managing Entity Monthly Carry Forward Expenditure Report
- Template 14** - Cost Allocation Plan
- Template 15** - Managing Entity Spending Plan for Carry Forward Report
- Template 16** - Women's Special Funding Report
- Template 17** - FIT Reporting Template
- Template 18** - Discontinued Effective 5/18/2017



- Template 19** - PFS Drug Epidemiology Network (DEN) Report
- Template 20** - CMHSOC Reporting Template
- Template 21** - Care Coordination Monthly Report
- Template 22** - Conditional Release Report
- Template 23** - Forensic Diversion Report
- Template 24** - DBH Supplemental Invoice and Expenditure Report
- Template 25** - Forensic Multidisciplinary Team Report
- Template 26** - Regional Action Steps to Forensic Goals
- Template 27** - PFS School-Based Prevention Quarterly Report

4. In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:
 - a. DCF Master Contract (Attachment I)
 - b. Any documents incorporated into any exhibit by reference, or included as a subset thereof;
 - c. This Subcontract;
 - d. Any additional documents incorporated into this Contract by reference, not including DCF Master Contract (Attachment I).

C. Venue and Notices

Any disputes concerning performance of this Subcontract 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.

It is hereby agreed by the parties that in the event that litigation by either party to this Subcontract becomes necessary that venue shall be in Hillsborough County, Florida. Any legal notice that is required under this Subcontract shall be in writing and sent by hand delivery, certified mail, return receipt requested, or any expedited delivery service that provides verification of delivery. Said notice shall be sent to the designated representative at the address contained in this section.

The contact information of the Subcontractor representative designated to receive all legal notices pertaining to this Subcontract is:

Vickie Scanlon
Charlotte Behavioral Health Care, Inc.
1700 Education Avenue, Building A
Punta Gorda, FL 33950
(941) 639-8300 ext. 2247
VScanlon@cbhcf.org

The name and address of the Managing Entity representative designated to receive all



legal notices pertaining to this Subcontract is:

Linda McKinnon
Central Florida Behavioral Health Network, Inc.
 719 U.S. Highway 301 South
 Tampa, FL 33619

D. Payment and Return of Funds

1. Name and Address of Payee:

Vickie Scanlon
Charlotte Behavioral Health Care, Inc.
 1700 Education Avenue, Building A
 Punta Gorda, FL 33950

2. Managing Entity shall pay the Subcontractor for units of service, delivered in accordance with the terms and conditions of this Subcontract at the unit price listed in the Contract and Finance Exchange (CAFÉ) on the Covered Services Funding Tool, totaling \$26,524,107, subject to the availability of funding, as outlined below:

State Fiscal Year	Base Funding	Current Fiscal Year Only (Non-Recurring)	Carry Forward (Non-Recurring)	Total Value of Subcontract
2020-2021	\$8,841,369	\$0	\$0	\$8,841,369
2021-2022	\$8,841,369	\$0	\$0	\$8,841,369
2022-2023	\$8,841,369	\$0	\$0	\$8,841,369
Total	\$26,524,107	\$0	\$0	\$26,524,107

3. Managing Entity’s obligation to pay under this Subcontract is contingent upon annual appropriation by the Legislature and availability of funds. Special appropriations are subject to veto. Services provided under special appropriations that are vetoed shall be billed under another appropriate OCA or other funding source. Managing Entity is not obligated to pay for services not eligible under approved OCA’s.

4. Family Intensive Treatment (FIT). If the Subcontractor has a FIT program, the Managing Entity shall pay the Subcontractor up to pro-rata share (1/12) of the total allocation listed in CAFÉ on the Covered Services Funding Tool. This pro-rata amount is contingent on the Subcontractor meeting the enrollment thresholds shown in the table below and on Exhibit C – Performance Measures. If the threshold is not met, then the invoice payment will be reduced in accordance with the program’s guidance document. This funding also requires a monthly submission of data for the program and the submission of a monthly expenditure report. If these items are not met, then the invoice payment will be withheld for this OCA (MSA91). A final, comprehensive report of actual expenditures shall be submitted at the end

of the fiscal year. If the expenditures do not support the payments made, the Subcontractor will be required to pay the difference back to the Managing Entity. The withheld amount may be reimbursed, if allowable, to the Subcontractor when the year to date threshold target is achieved.

Month	Baycare (Pasco)	Centerstone (Manatee)	Charlotte Behavioral (Charlotte)	Charlotte Behavioral (Lee)	DACCO (Hillsborough)	Directions (Pinellas)	Peace River (Polk)
July	9	6	2	6	5	5	3
August	18	11	4	11	10	10	6
September	26	17	6	17	15	15	10
October	35	22	8	22	20	20	13
November	44	28	10	28	25	25	16
December	53	34	12	33	30	30	19
January	61	39	14	39	35	35	22
February	70	45	16	44	40	40	25
March	79	50	18	50	45	45	29
April	88	56	20	55	50	50	32
May	96	61	22	61	55	55	35
June	105	67	24	66	60	60	38

5. Community Action Team (CAT). If the Subcontractor has a CAT program, the Managing Entity shall pay the Subcontractor up to pro-rata share (1/12) of the total allocation listed in CAFÉ on the **Covered Services Funding Tool**. This pro-rata amount is contingent on the Subcontractor meeting the below requirements.

The Subcontractor shall demonstrate satisfactory delivery of minimum levels of service through submission of a properly completed **DCF Exhibit C1 Report** (Persons Served and Performance Measure Report), documenting compliance with the performance measures. The Subcontractor shall attain a minimum of 100 percent of the service targets specified on **Exhibit C – Performance Measures**.

If the Subcontractor does not meet the minimum required number served (performance measure CAT01) during the invoice period, the Managing Entity shall reduce the payment due for that period by \$2,000.00 for each individual less than target. Payments reduced for performance measure CAT01 cannot be recouped by the Subcontractor.

If the Subcontractor does not meet the minimum required outcome measures (performance measures CAT02, CAT03, CAT04, and CAT06) during the invoice period, the Managing Entity shall reduce the payment due for that period by 1% of the invoice amount for each point less than target. In the event of an invoice reduction for these referenced outcome measures, if the Subcontractor subsequently exceeds the same performance measure during the subsequent invoice period by the same or a greater percentage than in the reduced invoice period, the Subcontractor may receive payment of the reduced portion of the original invoice in the subsequent month.

6. *(Directions for Living, Inc. only)* Children’s Mental Health System of Care (CMHSOC). If the Subcontractor has a CMHSOC program, the Managing Entity shall pay the Subcontractor up to pro-rata share (1/3) of the total allocation listed in CAFÉ on the **Covered Services Funding Tool** for July through September of FY 2020-2021.

This pro-rata payment amount is contingent upon the Subcontractor meeting the below number served targets for new children & families. If a target is not met, a prorated portion of funding will be withheld, but can be recouped the following month(s), if met at that time. This funding also requires a monthly submission of data for the program and the submission of a monthly expenditure report. If these items are not met, then the invoice payment will be withheld for this OCA (MHES4 or other assigned OCA). A final, comprehensive report of actual expenditures shall be submitted at the end of the fiscal year. If the expenditures do not support the payments made, the subcontractor will be required to pay the difference back to the Managing Entity.

Month	Target
July	43
August	48
September	--

7. *(Success 4 Kids and Families, Inc. only)* Early Intervention Services for Psychotic Disorders. If the Subcontractor has funding under the OCA MH026, the Managing Entity shall pay the Subcontractor up to pro-rata share (1/12) of the total allocation listed in CAFÉ on the **Covered Services Funding Tool** for each fiscal year, contingent upon available funding. This pro-rata amount is contingent on the Subcontractor admitting 2 new consumers each month for an annual total of 24 new consumers. If a target is not met, 30% of the current month’s payment will be withheld, but can be recouped the following month(s), if met at that time. This funding also requires a monthly submission of data for the program and the submission of a monthly expenditure report. If these items are not met, then the invoice payment will be withheld for this OCA. A final, comprehensive report of actual expenditures shall be submitted at the end of the fiscal year. If the expenditures do not support the payments made, the subcontractor will be required to pay the difference back to the Managing Entity.

Month	Target
July	2
August	4
September	6
October	8
November	10
December	12

Month	Target
January	14
February	16
March	18
April	20
May	22
June	24

8. Special Appropriation Funding under B6 – Provider Proviso Projects.

a. For the following subcontractors/OCA's:

- Centerstone of Florida, Inc.: MHA46;
- Directions for Living, Inc.: MHC27;
- Veterans Alternative, Inc.: MHA60.

The Managing Entity shall pay the Subcontractor up to pro-rata share (1/12) of the total allocation listed in CAFÉ on the **Covered Services Funding Tool** for each fiscal year, contingent upon available funding and successful negotiation of deliverables. This pro-rata amount is contingent on the Subcontractor meeting the below number served targets. If a target is not met, a prorated portion of funding will be withheld, but can be recouped the following month(s), if met at that time. This funding also requires a monthly submission of data/report for the program and the submission of a monthly expenditure report. If these items are not met, then the invoice payment will be withheld for this OCA. A final, comprehensive report of actual expenditures shall be submitted at the end of the fiscal year. If the expenditures do not support the payments made, the subcontractor will be required to pay the difference back to the Managing Entity.

Month	Centerstone (MHA46)	Directions (MHC27)	Veterans Alternative (MHA60)
July	190	TBD	7
August	380		7
September	762		7
October	1,144		7
November	1,526		7
December	1,908		7
January	2,290		7
February	2,672		7
March	3,054		7
April	3,436		7
May	3,818		7
June	4,200		7
YTD Total	4,200	TBD	84

- b. For the following subcontractors/OCA's:
- Baycare Behavioral Health, Inc.: MHA32;
 - Centerstone of Florida, Inc.: MHSCR;
 - Community Assisted and Supported Living, Inc.: MHRM5;
 - David Lawrence Center: MHC31;
 - DACCO Behavioral Health, Inc.: MSC95;
 - Ft. Myers Salvation Army: MHA37;
 - Mental Health Care, Inc. d/b/a Gracepoint: MH819, MHFMH, MHSCR.

The Managing Entity shall pay the Subcontractor for units of service, delivered in accordance with the terms and conditions of this Subcontract at the unit price listed in the Contract and Finance Exchange (CAFÉ) on the **Covered Services Funding Tool** for each fiscal year, contingent upon available funding and successful negotiation of deliverables.

9. Healthy Transitions (MHTA5 or other assigned OCA). If the Subcontractor has a Healthy Transitions program, the Managing Entity shall pay the Subcontractor up to pro-rata share of the total allocation listed in CAFÉ on the **Covered Services Funding Tool**. This pro-rata amount is contingent on the Subcontractor meeting the monthly deliverables listed below and on Exhibit C – Performance Measures. If the threshold is not met, then the invoice payment will be reduced in proportion to the amount not met. This funding also requires a monthly submission of backup documentation for this program's invoice. If these items are not met, then the invoice payment will be withheld for this OCA (MHTA5 or other assigned OCA). The withheld amount may be reimbursed to the Subcontractor the following month, if the monthly deliverables are met.

Provider	Monthly Deliverable
2-1-1 Tampa Bay Cares	14 youth/young adults will receive 2-1-1 Care Coordination, screenings or linkages to behavioral health or related services.
BMR Consulting	Monthly reports.
Crisis Center of Tampa Bay	20 youth/young adults will receive 2-1-1 Care Coordination, screenings or linkages to behavioral health or related services.
Success 4 Kids and Families	24 youth/young adults will be actively enrolled and receiving Florida Healthy Transitions' Wraparound, Intensive Case Management and/or Educational & Vocational services. Deliverables are per program/per county.

10. The Subcontractor shall complete the **FY 20-21 Match Tracking** by September 30, 2020, and update within thirty (30) days of signing all financial amendments. This file can be found on SharePoint under the Agency Shared Documents → Match Tracking folder.

11. The Subcontractor shall request an electronic payment for services delivered on a monthly basis through the Contract and Finance Exchange (CAFÉ) software within

ten (10) days after the first day of the following month (or next business day if CFBHN is not open).

- 12.** The Subcontractor shall participate in a Behavioral Health Fee that will be deducted at issuance of the Subcontractor monthly payment.
- 13.** The Managing Entity shall not be required to pay the Subcontractor or other vendors if Managing Entity does not receive payment for the corresponding services and materials from its payment source. No funds shall be owed to the Subcontractor unless Managing Entity is paid by the Department for the services for which Subcontractor is requesting payment. Receipt of payment from the Department is an absolute precondition to any obligation by Managing Entity to pay Subcontractor. Managing Entity's contractual or other obligation to pay Subcontractor is expressly conditioned upon and limited to the payments by the Department to the Managing Entity for the services for which Subcontractor 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 Subcontractor 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 Subcontractors or vendors whose acts are not a cause for non-payment. Subcontractors and vendors shall not be subject to non-payment for reasons other than Managing Entity's failure to receive its funding, unless the Subcontractor or vendor has failed to comply with a corrective action plan or they have been subjected to the CFBHN Sanctions and Financial Penalties policy.
- 14. Return of Funds.** The Subcontractor agrees to return to the Managing Entity any overpayments or funds disallowed pursuant to the terms and conditions of this Subcontract that were disbursed to the Subcontractor by the Managing Entity. In the event that the Subcontractor or its independent auditor discovers that an overpayment has been made, the Subcontractor shall repay said overpayment immediately without prior notification from the Managing Entity. In the event that the Managing Entity first discovers an overpayment has been made, the Regional Contract Manager, on behalf of the Managing Entity, will notify the Subcontractor by letter of such findings. Should repayment not be made forthwith, the Subcontractor will be charged at the lawful rate of interest on the outstanding balance after Managing Entity notification or Subcontractor discovery. 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.

- 15. Third Party Billing.** The Subcontractor shall adhere to the following guidelines when

billing Managing Entity:

- a. Services are not reimbursable for the following:
 1. Individuals who have third party insurance coverage when the services provided are paid under the insurance plan; or
 2. Medicaid enrollees or recipients of another publicly funded health benefits assistance program, when the services provided are paid by said program.
- b. Services are reimbursable for the following:
 1. Individuals who have lost coverage through Medicaid, or any other publicly funded health benefits assistance program coverage for any reason during the period of non-coverage; or
 2. Individuals who have a net family income less than 150 percent of the Federal Poverty Income Guidelines, subject to the sliding fee scale requirements in Rule 65E-14.018 F.A.C.

The Subcontractor shall ensure that Medicaid funds will be accounted for separately from funds for this Subcontract. This includes services such as CAT, CRS, FACT, FIT and SIPP.

16. Eligibility. The Subcontractor shall have consumers sign an attestation of their household income and family size in accordance with 65E-14 to qualify for services under this Subcontract.

E. Services to be Provided

1. The Subcontractor is responsible for the administration and provision of programs and services for adults and/or youth from within the SunCoast region (Circuit 10 is incorporated within the SunCoast region reference).
2. 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 on the **Covered Services Funding Tool** in the Contract and Finance Exchange (CAFÉ), which is incorporated by reference.
3. The Subcontractor shall ensure that all persons served under this Subcontract are eligible, that services provided are allowable and that documentation is consistent with and maintained in accordance with the conditions of Attachment I including, where applicable, verification that the services provided cannot be paid for through Medicaid.
4. The Subcontractor shall request approval, by electronic mail, from their Contract Manager to subcontract for primary services by April 1st of each fiscal year. For Subcontracts beginning after July 1st, the Subcontractor shall request approval to subcontract for primary services from the Contract Manager by electronic mail, at least thirty (30) days prior to the subcontractor's start date. All requests to

subcontract services must be approved prior to invoicing for subcontracted services.

5. The Subcontractor shall request a sliding fee payment from persons not eligible for Medicaid or receiving services ineligible under Medicaid in accordance with 65E-14.018. The fees shall be based on a sliding fee scale for families whose net family income is less than 150 percent of the Federal Poverty Income Guidelines in accordance with 409.9081, F.S. Fees collected from families shall be used for expanding child and adolescent mental health treatment services through the reduction of the units billed to the Managing Entity, if applicable.
6. The Subcontractor shall adopt the American Society of Addiction Medicine (ASAM) level of care determination criteria for all persons served with substance use disorders. The ASAM criteria are published at <https://www.asam.org/resources/the-asam-criteria/about>.
7. The Subcontractor shall make available, either directly or by arrangement with others, tuberculosis services to include counseling, testing and referral for evaluation and treatment.
8. The Subcontractor shall enter clients into the DCF web-based waitlist and will submit to the Managing Entity staff the capacity list if the Subcontractor receives state-funded behavioral health services. The process for reporting is outlined in the waitlist training (which must be completed annually) and in DCF Financial and Services Accountability Management System (FASAMS) Pamphlet 155-2 – Chapter 7.
9. The Subcontractor shall actively participate in required DCF and CFBHN local and statewide initiatives.
10. The Subcontractor shall enter clients into the Managing Entity's electronic health registration system, within one day of admission to services and within one week of discharge, for the following covered services:
 - a. Crisis Stabilization Unit (CSU)
 - b. Residential Level 1
 - c. Residential Level 2
 - d. Short-Term Residential Treatment (SRT)
 - e. Substance Abuse Inpatient Detoxification
11. The Subcontractor shall provide contact information for Mobile Response Teams to parents and caregivers of children, adolescents, and young adults between ages 18 and 25, inclusive, who receive behavioral health services.

F. General Terms and Requirements

1. The Subcontractor shall be knowledgeable of and fully comply with all applicable state and federal laws, rules and regulations, as amended from time to time,

including those that are referenced and incorporated in this Subcontract.

2. The Subcontractor agrees to comply with all of the following applicable requirements:
 - a. Requirements to ensure compliance with the SAMHSA Charitable Choice provisions and the implementing regulations of 42 CFR s.54a;
 - b. For Subcontractors that receive block grant funding, requirements to ensure compliance with 42 CFR Part 2;
 - c. Provisions to monitor block grant requirements, and activities;
 - d. Sufficient detail on the invoice to capture, report, and test the validity of expenditures and service utilization;
 - e. For Subcontractors that receive CMH block grant funding, and have been designated as a prevention provider for the purposes of H.R. Res. 3547, 113th Cong. (2014) (enacted), compliance with federal requirements;
 - f. For Subcontractors that receive SAPT block grant funding for the purpose of primary prevention, compliance with 45 CFR s. 96.125;
 - g. An invoice that includes the minimum data elements to satisfy the Department's application and reporting requirements;
 - h. Compliance with state or federal requests for information related to the block grant;
 - i. In accordance with 45 CFR ss. 96.131(a) and (b), for Subcontractors that receive Block Grant funds and that serve injection drug users publicize the following notice: "This program receives federal Substance Abuse Prevention and Treatment Block Grant funds and serves people who inject drugs. This program is therefore federally required to give preference in admitting people into treatment as follows: 1. Pregnant injecting drug users; 2. Pregnant drug users; 3. People who inject drugs; and 4. All others.";
 - j. Compliance with Exhibit B1 of the Master Contract;
 - k. Compliance with 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - l. Compliance with 2 CFR Part 300.1 - Adoption of 2 CFR Part 200;
 - m. Compliance with 45 CFR Part 75 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards;
 - n. Compliance with the Reference Guide for State Expenditures;
 - o. Compliance with Chapter 65E-14, F.A.C.;
 - p. Compliance with Block Grant requirements, including maintenance of effort;
 - q. Compliance with State and federal grant requirements;
 - r. Compliance with TANF requirements, if applicable; and
 - s. Compliance with Department policies related to the delivery of service.
 - t. If the Subcontractor is a federal subrecipient or pass-through entity, then the Subcontractor 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.

- u.** If the Subcontractor is a federal subrecipient or pass through entity, the Subcontractor 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 Subcontractor's subcontractor is determined to be a subrecipient, the Subcontractor must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.
 - v.** Compliance with CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards and the Reference Guide for State Expenditures.
 - w.** None of the funds provided under the following grants may be used to pay the salary of an individual at a rate in excess of Level II of the Executive Schedule: Block Grants for Community Mental Health Services, Substance Abuse Prevention and Treatment Block Grant, Projects for Assistance in Transition from Homelessness, Project Launch, Florida Youth Transition to Adulthood; and Florida Children's Mental Health System of Care Expansion Implementation Project.
- 3.** The Subcontractor shall comply with the following treatment services requirements:
- a.** The Subcontractor shall discuss the option of medication-assisted treatment with individuals with opioid use disorders or alcohol use disorders.
 - i.** For individuals with opioid use disorders, the Subcontractor shall discuss medication-assisted treatment using FDA-approved medications including but not limited to methadone, buprenorphine and naltrexone.
 - ii.** For individuals with alcohol use disorders, the Subcontractor shall discuss medication-assisted treatment using FDA-approved medications including but not limited to disulfiram, and acamprosate products.
 - b.** The Subcontractor shall actively link individuals to medication-assisted treatment providers upon request of the individual served;
 - c.** A prohibition on a denial of an eligible individual's access to the Subcontractor's program or services based on the individual's current or past use of FDA-approved medications for the treatment of substance use disorders. Specifically, this must include requirements to:
 - i.** Ensure the Subcontractor's programs and services do not prevent the individual from participating in methadone treatment rendered in accordance with current federal and state methadone dispensing regulations from an Opioid Treatment Program when ordered by a physician who has evaluated the client and determined that methadone is an appropriate medication treatment for the

- individual's opioid use disorder;
 - ii. Permit the individual to access medications for FDA-approved medication-assisted treatment by prescription or office-based implantation if the medication is appropriately authorized through prescription by a licensed prescriber or provider.
 - iii. Permit continuation in medication-assisted treatment for as long as the prescriber or medication-assisted treatment provider determines that the medication is clinically beneficial; and
 - iv. Prohibit compelling an individual to no longer use medication-assisted treatment as part of the conditions of any program or services if stopping is inconsistent with a licensed prescriber's recommendation or valid prescription.
 - v. Prohibit caps or limits on the length of medication-assisted treatment, except for limits imposed by a documented lack of eligible public funds.
 - vi. Prohibit mandatory counseling participation requirements and mandatory self-help group participation requirements imposed as a condition of initiating or continuing medications that treat substance use disorders, except those established by methadone providers and applied to individuals on methadone pursuant to section 65D-30.014(5)(o) and section 65D-30.014(5)(m), Florida Administrative Code.
- d. A prohibition on automatic discharges or discontinuation of medications as a consequence of continued substance use or positive drug tests, unless the combination of substances used is medically contraindicated.
4. The Subcontractor shall comply with all applicable terms and conditions of this Subcontract.
5. The Subcontractor shall notify the Subcontractor's Contract Manager, by electronic mail, a minimum of thirty (30) days prior to the closure of any DCF funded program(s).
6. The Subcontractor 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(5)(e)1.c.I. of the Florida Administrative Code (F.A.C.). 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(5)(e)1.c. F.A.C, thirty (30) days prior to any changes. The Subcontractor shall, within five (5) business days, submit written notification by electronic mail to their Contract Manager if any of the following positions are to be changed and identify the individual and qualifications of the successor:
- a. Chief Executive Officer (CEO)
 - b. Chief Operations Officer (COO)

- c. Chief Financial Officer (CFO)
 - d. Chief Information Technology Officer (CITO) or
 - e. Any other equivalent position within the Subcontractor's Organizational chart.
7. The Subcontractor shall comply with the staffing qualifications and requirements (including background screening), required by this Subcontract and as required by applicable law, rule, or regulations, including without limitation, the regulations of the Department.

Pursuant to Executive Order 11-02 signed on January 4, 2011, the Subcontractor will use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its' employees and the Subcontractor's subcontractors' employees performing under this Subcontract.

The Subcontractor shall provide employment screening for all mental health personnel and all chief executive officers, owners, directors, and chief financial officers of Subcontractor using the standards for Level II screening set forth in Chapter 435, and Section 408.809 Florida Statutes (F.S.), except as otherwise specified in Sections 394.4572(1)(b)-(c), F.S. For the purposes of this Subcontract, "mental health personnel" includes all program directors, professional clinicians, staff members, clubhouse staff, drop-in center staff, and volunteers working in public or private mental health programs and facilities who have direct contact with individuals held for examination or admitted for mental health treatment.

The Subcontractor shall provide employment screening for substance abuse personnel using the standards set forth in Chapter 397, F.S. This includes all chief executive officers, owners, directors, chief financial officers and clinical supervisors of Subcontractors, all Subcontractor personnel who have direct contact with children receiving services or with adults who are developmentally disabled receiving services, and all peer specialists who have direct contact with individuals receiving services.

8. The Subcontractor shall comply with procedures for Missing Children outlined in Rule 65C-30.019, F.A.C., Rule 65C-29.013, F.A.C., and in Children and Families Operating Procedure (CFOP) 175-85, entitled "Prevention, Reporting, and Services to Missing Children" for all subcontracts which involve case management or other family services for children in out-of-home placements, children's mental health, children's substance abuse, developmentally disabled children, or other situations where the care of the child is assigned to the Department or the Subcontractor.
9. The Subcontractor shall comply with the provisions of Chapter 427, F.S., Part I, Transportation Services and Chapter 41-2, F.A.C., Commission for the Transportation Disadvantaged, if public funds provided under this Subcontract will be used to transport clients. Subcontractor shall comply with the provisions of Children and

Families Operating Procedure (CFOP) 40-5 if public funds provided under this Subcontract will be used to purchase vehicles that will be used to transport clients.

10. The Subcontractor shall participate in the development and implementation of an evidence-based screening and assessment instrument.
11. The Subcontractor shall comply with Subparts I and II of Part B of Title XIX of the Public Health Service Act, Sections 42 United States Code (U.S.C.) 300x-21 et seq. (as approved September 22, 2000) and the Health and Human Services (HHS) Block Grant regulations (45 Code of Federal Regulations (CFR) Part 96) if the Subcontractor receives federal block grant funds from the Substance Abuse Prevention and Treatment or Community Mental Health Block Grants. No federal funds received in connection with this Subcontract may be used by the Subcontractor, or agent acting for the Subcontractor, to influence legislation or appropriations pending before Congress or any State legislature.
12. The Subcontractor shall comply with the Pro-Children Act of 1994 (Certification Regarding Environmental Tobacco Smoke) (20 U.S.C. 6081).
13. The Subcontractor shall document recruitment plans designed to maintain as much as possible staff with the ethnic and racial composition of the clients served.
14. The Subcontractor shall comply with **Exhibit I – CFBHN’s FIS Guidelines** for Family Intervention Specialist (FIS), if the Subcontractor receives funding to support this program. The Subcontractor will notify their CFBHN program manager, by electronic mail, of any changes in FIS personnel within ten (10) business days.
15. The Subcontractor shall comply with requirements in the Tangible Property Requirements & Contract Provider Property Inventory Form and requirements of **Guidance Document 2**.
16. The Subcontractor shall comply with the provisions outlined in the Regional Operating Procedure (ROP), “SunCoast Region Adult Mental Health Operating Procedure for Forensic Services,” and **Guidance Documents 6 and 7** if the Subcontractor is required to serve the Forensic population. The latest version of the Regional Operating Procedure can be found on the SharePoint site under Agency Shared Documents → Contract and Budget Documents → Attachments-Exhibits-Incorporated Documents.
17. The Subcontractor shall comply with statutory requirements in Section 429.075, F.S. and the requirements outlined in **Guidance Document 8**, in the provision of service for residents of assisted living facilities that have mental disorders who reside in a limited mental health licensed facility.
18. The Subcontractor shall comply with the requirements of **Attachment I** and

Guidance Document 12 if the Subcontractor serves non-Medicaid eligible children with mental health or substance abuse-related disorders who are determined eligible for the Title XXI part of the KidCare Program.

19. The Subcontractor shall ensure that if Subcontractor receives Indigent Drug Program funding, all funds allocated for use of purchasing psychotropic medications, or medications used to treat addictions, or medications accessed through a line of credit from the Indigent Drug Program (IDP) are used for individuals who meet any of the specified criteria identified in Attachment I (Master Contract) and **Guidance Document 13**. The Subcontractor shall submit current, executed agreements to the Managing Entity annually.
20. The Subcontractor shall implement services and provide deliverables as set forth in **Guidance Document 15** and described in each approved and signed “Local Intended Use Application” which is a requirement of the Projects for Assistance in Transition from Homelessness (PATH) grant application if the Subcontractor receives funding through the PATH grant. Eligible PATH local matching funds must be expended in the provision of PATH eligible services to PATH eligible persons. The expenditures must match the types of services outlined in the Local Intended Use Plan. The formula to be followed is cited in Section 524 of the Public Health Service Act, as amended by Public Law 101-645.
21. The Subcontractor shall comply with the provisions outlined in the Florida Assertive Community Treatment (FACT) Regional Operating Procedures and **Guidance Document 16** if the Subcontractor is required to serve the FACT population. The latest version of the Regional Operating Procedure can be found on the SharePoint site under Agency Shared Documents → Contract and Budget Documents → Attachments-Exhibits-Incorporated Documents.
22. The Subcontractor shall comply with the Temporary Assistance to Needy Families (TANF) Program Guidelines, which are herein incorporated by reference in **Guidance Document 17** and may be found at: <http://www.myflfamilies.com/service-programs/substance-abuse/managing-entities/2020-contract-docs> if receiving TANF funding.
23. The Subcontractor shall follow the Department’s Accounting Procedures Manual AMP7, Volume 6, for the administration of the personal property and funds of clients.
24. The Subcontractor shall ensure 95% of individuals needing treatment services will receive services, depending on the severity of individual need, within the following timeframes:
 - a. **Emergent need**: within six (6) hours of first contact.
An individual who is in imminent danger of harm to self or others, or who requires immediate access to services, must be directed to the most

appropriate care, which may include: an emergency room, crisis stabilization unit or detoxification services for evaluation and treatment, if indicated. Care is to be rendered within six (6) hours of first contact.

- b. Urgent need: within forty-eight (48) hours of first contact.

An individual whose clinical situation is serious and is expected to deteriorate quickly if care is not provided; however, the situation does not require immediate attention and assessment, the individual is not a danger to self or others, and is able to cooperate in treatment. These individuals are to be seen within forty-eight (48) hours of first contact.

- c. Routine need: within ten (10) calendar days of first contact

- i. First Contact to Assessment.

Service requests for symptoms that do not meet the criteria for emergent or urgent, and do not substantially restrict an individual's activity, but could lead to significant impairment if left untreated, are to receive assessment services within three (3) calendar days (72 hours). This is mandatory for child welfare involved individuals.

- ii. First Contact to First Treatment Appointment.

Service requests for symptoms that do not restrict normal activity but could develop significant impairment if left untreated are to receive services within seven (7) calendar days. This is mandatory for child welfare involved individuals and persons discharged from acute care and residential level I and II.

25. The Subcontractor shall provide services to individuals in need regardless of their primary language. Provider shall not refuse service to any individual on the basis of their ability to speak English.
26. The Subcontractor shall comply with the Drug-free Workplace Act, Section 440.101, F.S., and its following sections.
27. The Subcontractor shall be responsible for meeting the outcomes and performance standards as defined in **Exhibit C – Performance Measures**, or as otherwise required by applicable law, rule or regulation. If outcomes are not met, the Subcontractor is encouraged to reach out to the Managing Entity for technical assistance. If Subcontractor is not in full compliance within an agreed upon time, the Subcontractor could be held to the CFBHN Sanctions and Financial Penalties Policy.
28. The Subcontractor shall participate in the Managing Entity's mandatory training events and optional trainings when financial availability affords the opportunity.
29. It is recommended that the Subcontractor execute a Memorandum of Understanding (MOU) with the appropriate Federally Qualified Health Center within ninety (90) days of this Subcontract. Certification that MOU's have been executed shall be submitted to the Contract Manager on or before September 30 of each contract year. The MOU shall promote the integration of primary care services to

the medically underserved and provide for innovative methods to expand capacity for behavioral health care services.

- 30.** The Subcontractor shall maximize the use of state residents, state products and other Florida-based businesses in fulfilling their contractual duties under this Subcontract.
- 31.** The Subcontractor shall refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in Section 215.473, F.S. Pursuant to Section 287.135(5), F.S., the Department or the Managing Entity will immediately terminate this Subcontract for cause if the Subcontractor is found to have submitted a false certification or if the Subcontractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Subcontract. CFBHN will terminate this Subcontract 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.
- 32.** The Subcontractor 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 the Children and Families Operating Procedure (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 fifteen (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 the most recent DCF Online Training course titled “Serving our Customers who are Deaf or Hard-of-Hearing” (as requested of all Department employees) and sign the Attestation of Understanding. Direct service employees will also print their certificates of completion, attach them to their Attestation of Understanding and maintain them in their personnel file.
- 33.** In accordance with the Master Contract, Managing Entity is the designated Crisis Counseling Program (CCP) Network Service Provider in the counties where services are provided. As such, in accordance with the Federal Emergency Management Agency (FEMA) and the Substance Abuse and Mental Health Services Administration (SAMHSA) disaster response contract, the Subcontractor agrees to contract with Managing Entity to provide authorized CCP services in accordance with CCP guidance. These services will be provided only in the event of a Presidential Major Disaster Declaration within the SunCoast Region. Services contracted for and provided will be based upon the availability and functional capacity of the Subcontractor, which may be impacted depending on the scope of the disaster.

34. National Voter Registration Act

The Subcontractor shall comply with the National Voter Registration Act (NVRA) of 1993, Pub. L. 103-31 (1993), Sections 97.021 and 97.058 F.S., and Rule 1S-2.048 F.A.C., in accordance with NVRA Guidance, which is incorporated herein by reference, may be located at:

<http://www.myflfamilies.com/service-programs/substance-abuse/managing-entities/2020-contract-docs>

As a Voter Registration Agency (VRA), the Subcontractor must provide clients with an opportunity to register to vote or update their voter registration at the time of admission or change of address. This duty is incumbent on each Subcontractor. Compliance with this requirement shall include, but is not limited to, the following:

- a. The use of DS-DE77, incorporated herein by reference, at admission and change of address, is available at:
<http://dos.myflorida.com/elections/forms-publications/forms/>
- b. The Subcontractor shall report the aggregate activities by October 5th, January 5th, April 5th and July 5th for each quarter to the appropriate Contract Manager. The report is incorporated by reference and is available in the NVRA folder at:
<https://cfnet.cfbhn.org/agency/Agency%20Shared%20Documents/Forms/AllItems.aspx>

35. Applicable to Prevention Coalition and Prevention Service Subcontractors:

- a. The Subcontractor shall collaborate and participate in all mandatory prevention meetings and workgroups and will work with the coalition subcontractor to ensure prevention services are delivered in accordance with the local action plan.
- b. The Subcontractor shall complete and submit an Initial Prevention Performance Tool (PPT) template to the CFBHN Prevention Team prior to the start of each fiscal year for review and approval. This document shall be updated and approved by the CFBHN Prevention Team as changes occur throughout the year.

36. The Subcontractor shall act as a pass-through for the funds to the existing coalition, **N/A**, until such time as the coalition becomes a 501(c)3 and chooses to receive and manage the funds directly. The Subcontractor and **N/A** shall develop an MOU, detailing the responsibilities of each party. The Subcontractor will be the primary Subcontract holder and shall bear all responsibilities.

37. Moratorium. The Subcontractor shall notify the Contract Department (Contracts_Dept@cfbhn.org) and the CFBHN Directors (CFBHNDirectors@cfbhn.org), in writing, within twenty-four (24) hours of receiving notification that they have been placed on a moratorium.

38. Recovery Housing. The Subcontractor shall not refer any individuals to recovery residences that are not certified. This does not restrict a Subcontractor from serving

people who live in one; however, Department funds should not be used to pay for rent in recovery residences that are not certified as provided in Section 397.487, F.S. The Subcontractor may refer individuals to a recovery residence that is owned and operated by a licensed service provider or a licensed service provider's wholly owned subsidiary.

- 39.** The Subcontractor shall provide an update to their local Information and Referral Call Center site (2-1-1, United Way, etc.) directly, annually (by June 30th) and within seven (7) business days when program information changes. For instructions to update your agency's information, please contact the appropriate agency as detailed above. Updating subcontractor program information is critical to ensure that a current and centralized information and referral point for services is available to the residents of the SunCoast Region and Circuit 10. The Subcontractor shall provide a written copy of the change submitted to the Call Center to NDCSLeadership@cfbhn.org and Contracts_Dept@cfbhn.org.
- 40.** The Subcontractor shall comply with the SAMHSA Charitable Choice provisions and the implementing regulations of 42 CFR Part 54a.
- 41.** The Subcontractor shall not offer to give or give any gift to any Managing Entity or Department employee. As part of the consideration for this Subcontract, the parties intend that this provision will survive this Subcontract for a period of two (2) years. In addition to any other remedies available to the Managing Entity or the Department, any violation of this provision will result in referral of the Subcontractor's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Subcontractor's name on the suspended vendors list for an appropriate period. The Subcontractor shall ensure that its subcontractors, if any, comply with these provisions.
- 42.** The Subcontractor shall participate in and submit Department-sponsored Network Service Provider satisfaction surveys. The required number of valid surveys to be submitted to the Department is determined at the start of the fiscal year and is based on service history. The Subcontractor shall participate in any other surveys needed to meet the requirements of the Master Contract.
- 43.** Under the CMHSOC Grant, existing Wraparound Facilitators shall receive their certification within 6 months of the effective date of Amendment 37. Newly hired Wraparound Facilitators shall receive their certification within 6 months of their date of hire.
- 44.** The following requirements apply to providers who receive funding for Behavioral Health Consultants (BHCs).
 - The BHC must be co-located with the Child Protective Investigators (CPIs).
 - The BHC assists CPI in the field or in office by providing consultation for

investigations involving an identified or suspected mental health or substance abuse need. Consultation could include, but is not limited to, joint visit with CPI, brief clinical assessment (non-diagnostic), or record review.

- The BHC will support the CPI with a mental health or substance abuse crisis, including execution of Baker Acts, as needed.
- The BHC must be a Masters Level Licensed Clinician (LCSW, LMHC, LMFT). If the Subcontractor is unable to fill the position under that requirement, the Subcontractor can submit a plan to CFBHN to fill this position with a mental health intern. This plan must be approved by both CFBHN and DCF prior to hiring. A Licensed Clinician must be available in person to the BHC intern, within 60 minutes, for assistance when needed.

45. The Community Mental Health Services (CMHS) block grant funds may be used to provide mental health treatment services to adults with serious mental illness and children with serious emotional disturbance within jails, prisons, and forensic settings, as long as these services are provided by programs that also treat the nonincarcerated community at-large and provide continuity of care through discharge planning and case management.
46. The Substance Abuse Prevention and Treatment (SAPT) block grant may not be used to provide any services within prisons or jails.
47. (*Centerstone of Florida, Inc. only*) The Subcontractor shall act as a pass-through for the funds to **The Academy at Glengary**, until such time as the agency becomes a 501(c)3 and chooses to receive and manage the funds directly. The Subcontractor and **The Academy at Glengary** shall develop an MOU, detailing the responsibilities of each party. The Subcontractor will be the primary Subcontract holder and shall bear all responsibilities.

G. Confidentiality, HIPAA and Data Security

1. The Subcontractor shall comply with all confidentiality and non-disclosure requirements contained in Attachment I or 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, by court order, or as required by law, rule, or regulation.
2. The Subcontractor shall protect data in the Financial and Services Accountability Management System (FASAMS) and in the Central Florida Health Data System (CFHDS) from accidental or intentional unauthorized disclosure, modification or destruction by persons by ensuring that each 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 FASAMS/CFHDS: 1) CFBHN

- System Access Request Packet; 2) DCF Database Access Request Packets; 3) DCF Security Agreement Form; 4) Current year, online Security Awareness Training; 5) Current year, online Health Insurance Portability and Accountability Act (HIPAA) Training. As noted in the CFBHN System Access Request Packet, the Subcontractor shall submit a CFBHN System Deactivation form when data access is no longer required by the staff member. Submission of the CFBHN System Deactivation form shall take place within one (1) business day of the individual's termination from employment, or other event that terminates their need for system access.
3. The Subcontractor 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 Contracts contracts_dept@cfbhn.org, Risk Management risk_management@cfbhn.org and Data Team DataTeam@cfbhn.org by electronic mail 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, at its own cost, comply with section 501.171, F.S. The Subcontractor shall also, at its own cost, implement measures deemed appropriate by CFBHN and the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to CFBHN or Department information systems or to any client or other confidential information.
 4. Managing Entity 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 the Department of Health and Human Services (DHHS), Managing Entity, and if applicable, the media.

The subcontractor must give notice to the IT Team ITTeam@cfbhn.org of the involuntary or voluntary separation of any employee with access to the state's data system within twenty four (24) hours.

5. Health Insurance Portability and Accountability Act

In compliance with 45 CFR Part 164.504(e), the Subcontractor shall comply with the provisions of **Attachment V** to this Subcontract, 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 Subcontract. The provisions of the foregoing Attachment supersede all other provisions of Attachment I regarding HIPAA compliance.

6. The Subcontractor shall comply with the following data security requirements:

An appropriately skilled individual shall be identified by the Subcontractor to function as its' Data Security Officer. The Data Security Officer shall act as the liaison to the Managing Entity's and the Department's security staff and will maintain an appropriate level of data security for the information the Subcontractor is collecting or using in the performance of this Subcontract. An appropriate level of security includes approving and tracking all Subcontractor employees that request or have access to any Managing Entity or Departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated Subcontractor employees or employees on leave for more than 30 days.

The Subcontractor shall provide the latest Managing Entity or Departmental security awareness training to its' staff and subcontractors who have access to Managing Entity or Departmental information.

All Subcontractor employees who have access to Managing Entity or Departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the Department's Security Agreement form CF-0114 annually. A copy of CF-0114 may be obtained from the Contract Manager.

The Subcontractor 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 Managing Entity or Departmental data will not be stored on unencrypted storage devices. The Subcontractor shall require the same of all its subcontractors.

The Subcontractor shall at its own cost provide notice to affected parties no later than thirty (30) days following the determination of any potential breach of personal or confidential Departmental data as provided in Section 501.171, F.S. The Subcontractor shall require the same notification requirements of all its subcontractors. The Subcontractor shall also at its own cost implement measures deemed appropriate by the Managing Entity or Department to avoid or mitigate

potential injury to any person due to a breach or potential breach of personal and confidential Managing Entity or Departmental data.

H. Data Submission

1. The Subcontractor shall submit all required data (DCF, local match and charity care) to the Managing Entity by the 10th calendar day of each month. This includes, but is not limited to, program data under BNET, CAT, CMHSOC, CSU, Detox and FIT.
2. The Subcontractor shall submit expanded data for MSA81 Specific Appropriation 375, if applicable, through the Agency's SharePoint portal by the 10th of the month following services.
3. The Subcontractor shall submit self-report outcomes and outputs, if applicable, through the Agency's SharePoint portal by the 10th of the month following services.
4. The Subcontractor shall ensure 100% accuracy of documentation that the Department is payer of last resort (uncompensated care) as reported to Managing Entity.
5. The Subcontractor shall ensure that 100% of all billed units will be supported by a corresponding data unit submitted to Managing Entity. In addition, the Subcontractor agrees that 100% of all data units submitted to Managing Entity will have a documented entry in the client's file.
6. The Subcontractor shall utilize the assigned means of data entry as appropriate to determine compliance with performance standards and outcomes in **Exhibit C – Performance Measures**. The Managing Entity shall provide oversight to ensure that all network subcontractors submit all service related data for clients funded, in whole or in part, by SAMH funds or local match.
7. The Subcontractor shall comply with all DCF FASAMS Pamphlet 155-2 requirements, with special attention to Modifier codes when reporting client-specific events and non-client specific service events.
8. The Subcontractor shall report payer class data to the Managing Entity if the Subcontractor has a facility designated as a public receiving or treatment facility under this Subcontract, unless such data are currently being submitted into FASAMS. Public receiving or treatment facilities that do not submit data into FASAMS shall report this data annually. The due date of the report is in accordance with **Exhibit A₁**.

I. Insurance

1. The Subcontractor shall acknowledge that as an independent contractor, they are

not covered by the State of Florida Risk Management Trust Fund for liability created by Section 284.30, F.S.

- 2. General Liability Insurance.** The Subcontractor shall obtain and provide proof to the Managing Entity of comprehensive general liability insurance coverage (broad form coverage), specifically including premises, fire and legal liability to cover Subcontractor and all of its employees.

The limits of the Subcontractor's coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.

The Subcontractor shall cause all of its subcontractors at all tiers who the Subcontractor reasonably determines to present a risk of significant loss to the Subcontractor, the Managing Entity, or the Department to obtain and provide proof to Subcontractor of comprehensive general liability insurance coverage (broad form coverage), specifically including premises, fire, and legal liability covering the Subcontractor's subcontractors and all of their employees.

The limits of coverage for Subcontractor's subcontractors at all tiers shall be in such amounts as the Subcontractor reasonably determines to be sufficient to cover the risk of loss.

- 3. Automobile Insurance.** If in the course of the performance of its duties under this Subcontract any officer, employee, or agent of the Subcontractor operates a motor vehicle, the Subcontractor shall obtain and provide proof to the Managing Entity of comprehensive automobile liability insurance coverage (unless a waiver is expressly agreed to in writing). The limits of the Subcontractor's coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.

If in the course of the performance of the duties of the Subcontractor's Subcontract, any officer, employee or agent of the Subcontractor's subcontractor operates a motor vehicle, the Subcontractor shall cause the Subcontractor's subcontractor to obtain and provide proof to Subcontractor and the Managing Entity of comprehensive automobile liability insurance coverage with the same limits.

- 4. Professional Liability Insurance.** The Subcontractor shall obtain and provide proof to the Managing Entity of professional liability insurance coverage, including errors and omissions coverage, to cover Subcontractor and all of its employees.

If in the course of the performance of the duties of the Subcontractor under this Subcontract any officer, employee or agent of Subcontractor administers any prescriptive drug or medication or controlled substance, the professional liability coverage shall include medical malpractice liability and errors and omissions coverage, to cover Subcontractor and all of its employees. The limits of the coverage

shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.

If in the course of the performance of the duties of Subcontractor's Subcontract, any officer, employee, or agent of the Subcontractor's subcontractor provides any professional services or provides or administers any prescriptive drug or medication or controlled substance, the Subcontractor shall cause the Subcontractor's subcontractor to obtain and provide proof to the Subcontractor and to the Managing Entity of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all Subcontractor's subcontractor employees with the same limits.

5. Subcontractor Insurance Obligations. The Managing Entity and the Department shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any such insurance. The payment of any deductible on any policy shall be the sole responsibility of the Subcontractor, or the Subcontractor's subcontractor providing the insurance.

All such insurance policies of the Subcontractor and its subcontractors shall be provided by insurers licensed or eligible to do and that are doing business in the State of Florida. Each insurer must have a minimum rating of "A" by A.M. Best (or an equivalent rating by a similar insurance rating firm) and shall name the Managing Entity and the Department as additional insured parties under the policy(ies). All such insurance policies of the Subcontractor and its subcontractors shall be primary to and not contributory with any similar insurance carried by the Managing Entity. The Subcontractor shall notify the Contract Manager within 30 calendar days if there is a modification to the terms of insurance including but not limited to, cancellation or modification to policy limits.

The Subcontractor shall use its best good faith efforts to cause the insurers issuing all such general, automobile, and professional liability insurance to use a policy form with additional insured provisions naming the Managing Entity and the Department as an additional insured or a form of additional insured endorsement that is acceptable to the Managing Entity in the reasonable exercise of its judgment. Subcontractor's professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, shall name the Managing Entity and the Department as additional insureds.

Proof of insurance shall preferably be in the form of an Association for Cooperative Operations Research and Development (ACORD) certificate of insurance. All such current insurance certificates will be submitted to the Contract Manager, prior to expiration, as insurance policies are renewed each year.

The requirements of this section shall be in addition to, and not in replacement of, the requirements of Section 4.5 of the Department's standard contract which shall

be applicable to Subcontractor, but in the event of any inconsistency between the requirements of this Section and the requirements of the standard contract, the provisions of Section 4.5 shall prevail and control.

6. (*First Step of Sarasota, Inc. only*) Coastal Behavioral Healthcare and First Step of Sarasota shall purchase and maintain an extended reporting endorsement (tail policy) on Coastal's professional liability insurance coverage through June 2023.

J. Public Records

The Subcontractor 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 Subcontractor in conjunction with this Subcontract except those public records which are made confidential by law and must be protected from disclosure. It is expressly understood that the Subcontractor's failure to comply with this provision shall constitute an immediate breach of this Subcontract for which the Managing Entity may unilaterally terminate this Subcontract.

1. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. Any claim by Subcontractor of trade secret (proprietary) confidentiality for any information contained in Subcontractor's documents (reports, deliverables, or work papers, etc., in paper or electronic form) submitted in connection with this Subcontract will be waived, unless the claimed confidential information is submitted in accordance with paragraph 2 below:
2. The Subcontractor 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 Subcontractor shall include information correlating the nature of the claims to the particular protected information.
3. The Managing Entity, when required to comply with a public records request including documents submitted by the Subcontractor, may require the Subcontractor to expeditiously submit redacted copies of documents marked as trade secret in accordance with paragraph 2 (above). Accompanying the submission shall be an updated version of the justification under paragraph 2. above 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 Subcontractor fails to promptly submit a redacted copy, the Managing Entity is authorized to produce the records sought without any redaction

of proprietary or trade secret information.

4. The Subcontractor 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. The Subcontractor shall retain all client records, financial records, supporting documents, statistical records and any other documents (including electronic storage media) pertinent to this Subcontract for a period of six (6) years after completion of this Subcontract or longer when required by law. In the event an audit is required by this Subcontract, 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 Subcontract.

K. Quality Improvement, Monitoring and Risk Management

1. The Subcontractor 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 Subcontractor which are relevant to this Subcontract, and to interview any clients, employees, and Subcontractor employees of the Subcontractor to assure the Managing Entity or the Department of the satisfactory performance of the terms and conditions of this Subcontract.

The Subcontractor 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 Subcontractor receives accreditation reviews, each accreditation review must be submitted to the Managing Entity within ten (10) days after receipt by Subcontractor. 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.

Subcontractor must send Managing Entity results from all monitorings and audits within thirty (30) days of receipt of the results. If a sanction, finding, corrective action or any other unsatisfactory performance element is discovered from the monitoring, Subcontractor must send documentation detailing steps being taken to correct any deficiencies.

In the event of default, noncompliance, or violation of this Subcontract or unsatisfactory performance by the Subcontractor, its subcontractors, agents, consultants, or suppliers, as determined by the Managing Entity in its sole reasonable discretion, the Managing Entity may negotiate any acceptable remedy, provide additional training and assistance or, in its sole reasonable discretion and without any prior negotiation, impose in writing such sanctions as deemed appropriate. Such sanctions may include, but will not be limited to, withholding of payments, termination or suspension of this Subcontract in whole or in part. In such event, the Managing Entity will notify the Subcontractor fourteen (14) calendar days in advance of the effective date of such sanction except where the Managing Entity determines that such sanction, withholding of funds, termination, or suspension should become effective at an earlier or later date in which event such sanction, withholding of funds, termination, or suspension will be effective as provided in the notice.

Nothing in this section limits the Managing Entity's termination rights in **Section Q**.

2. The Subcontractor shall participate in the Managing Entity's quality assurance and quality management activities, including: peer reviews, desk reviews (consisting of financial and service validations), critical incident reporting, evaluations, reviews of both individuals served and administrative records, and compliance with contract management requirements. Quality assurance activities also include calls made to the Subcontractor to assess access to services, and ensure that assessment and/or treatment services are offered in a manner commensurate with the level of client need described in **Section F**, Item 24. The Subcontractor shall grant staff of the Managing Entity access to programmatic files, fiscal files, and individual served records for monitoring purposes. The purpose of the quality assurance monitoring shall be to objectively and systematically monitor and evaluate service accessibility and the appropriateness and quality of client care, to ensure that services are rendered consistent with reasonable, prevailing professional standards, and to resolve identified problems. In addition, the Subcontractor shall grant access for the purpose of monitoring compliance with corrective action.
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.
The Subcontractor agrees to acknowledge the following definitions:
 - a. Child Death. An individual less than 18 years 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. Unaccredited Subcontractor Requirements

This section applies to subcontracted providers that are:

- Not accredited by a nationally-recognized organization (for example, the Joint Commission on the Accreditation of Healthcare Organizations (JCAHO), CARF, or Council on Accreditation (COA)); and
- Contracted by CFBHN to provide direct service or prevention education to individuals and/or groups.

Proviso programs funded through CFBHN are excluded from unaccredited requirements.

Unaccredited service providers that meet the definition above shall:

- a. Ensure that they follow and meet the applicable standards outlined in the CARF Standards for Unaccredited Providers Workbook for the current fiscal year.
- b. Provide copies of the following items as required in the Exhibit A to the Provider's SharePoint Exhibit A site (located at <https://cfnet.cfbhn.org/agency/RDR/default.aspx>). This includes:
 - i. Policies and written procedures on records maintained by the organization, including the following (Standard 2):
 1. Confidential administrative records;
 2. The records of persons served;
 3. Security of all records;
 4. Confidentiality of all records;
 5. Compliance with applicable laws concerning records; and
 6. Timeframes for the documentation of persons served.
 - ii. Written budget and fiscal policies (including internal controls), and copy of financial audit. (Standard 3)
 - iii. IF APPLICABLE: Written procedures for managing funds of persons served (Standard 4).
 - iv. Documentation of competency-based training in health and safety for personnel both (a) upon hire and (b) annually. Uploaded documentation must include training records for all staff supported by CFBHN funds. Evidence of training must be documented in the following areas (Standard 6):
 1. Health and safety practices;
 2. Identification of unsafe environmental factors;
 3. Emergency procedures;
 4. Evacuation procedures;
 5. Identification of critical incidents;
 6. Reporting of critical incidents;
 7. Medication management, if applicable;
 8. Reducing physical risks;; and
 9. Workplace violence.

- v.** Written procedures related to each of the following emergencies (Standard 7):
 - 1.** Fire;
 - 2.** Bomb threats;
 - 3.** Natural disasters;
 - 4.** Utility failures;
 - 5.** Medical emergencies; and
 - 6.** Violent or other threatening situations.
- vi.** Written evidence that unannounced tests of all emergency procedures have been conducted on each shift, at each location. (Standard 9)
- vii.** Written analysis of each unannounced test of emergency procedures. The analysis must include (Standard 9):
 - 1.** Areas needing improvement;
 - 2.** Actions to address the improvements needed;
 - 3.** Implementation of the actions;
 - 4.** Whether or not the actions taken accomplished the intended result; and
 - 5.** Necessary education and training of personnel.
- viii.** IF APPLICABLE: Written procedures that address safety at the service delivery site. (Standard 10)
- ix.** Written procedures related to critical incidents. (Standard 12)
- x.** Written analysis of critical incidents, conducted at least annually, that addresses (Standard 13):
 - 1.** Causes;
 - 2.** Trends;
 - 3.** Areas needing improvement;
 - 4.** Actions to address the improvements needed
 - 5.** Implementation of the actions;
 - 6.** Whether the actions taken accomplished the intended results;
 - 7.** Necessary education and training of personnel;
 - 8.** Prevention of recurrence;
 - 9.** Internal reporting requirements; and
 - 10.** External reporting requirements.
- xi.** IF APPLICABLE: Written emergency procedures related to transportation services. This item applies only if transportation is funded by CFBHN. (Standard 15)
- xii.** Copies of health and safety self-inspection reports. (Standard 16)
- xiii.** Copies of external health and safety inspection reports (Standard 17)
- xiv.** Written procedures related to the verification of personnel background, credentials and fitness for duty. (Standard 18).
- xv.** Documentation of orientation, onboarding and engagement training provided to new hires. (Standard 19)
- xvi.** Written job descriptions of positions funded by CFBHN, including contract positions. (Standard 19)

- xvii. Documented performance reviews of all contract personnel. (Standard 20)
- xviii. Policies on the rights of persons served. (Standard 22)
- xix. Policy and written procedure by which persons served make a formal complaint, including how the organization defines a complaint. (Standard 24)
- xx. Copy of complaint form. (Standard 24)
- xxi. Documentation of formal complaints. (Standard 24)

L. Required Reports and Deliverables

1. The Subcontractor shall submit all documentation according to the timeframes and procedures set forth in **Exhibit A₁** and **Exhibit A₂** and/or established by the Managing Entity that are necessary to support the Managing Entity's central reporting, contract management, monitoring, and invoicing responsibilities.
2. The Subcontractor shall submit to the Managing Entity their full accreditation and licensing reports and audit results as requested by the Managing Entity. This includes all reports and corrective action plans, pertaining to outside licensure, accreditation or other funding entities.
3. The Subcontractor shall comply with Section 9.2. Emergency Preparedness Plan of the Master Contract (QD1A9). The Subcontractor will submit a copy of their disaster plan when requested and will be responsible for implementing the plan in case of emergencies and/or disasters when notified by the Managing Entity.
4. The Subcontractor shall update and submit a revised Network Service Provider Catalogue of Care as requested using the electronic template provided.
5. The Subcontractor shall establish a grievance procedure which applicants for, and recipients of, services may use to present grievances to the governing authority of the Subcontractor 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. The Subcontractor will submit a copy of the grievance procedure to the Managing Entity when requested.
6. The Subcontractor shall submit all financial reports as required by 65E-014.003 as specified in **Exhibit A₁**. Funds subcontracted through the Managing Entity will be listed on the actual Revenue and Expenditure Report as a separate item under State Revenue.
7. The Subcontractor shall submit to the Managing Entity either one hard copy or one electronic copy of the annual financial audit to include the required audit schedules as defined in 65E-14. The Subcontractor will state in the audit that Match requirements have been met for all subcontracts.

8. The Subcontractor shall provide an attestation with their Actual Fiscal Reports, due six (6) months after the provider's fiscal year end, that any employee whose salary exceeds the current Executive Level II amount will not charge any amount above the cap to any federal grants received from SAMHSA and passed through the Managing Entity.
9. The Subcontractor shall complete and submit Actual Fiscal Reports, which reflects expenditures by OCA and covered service, each year within the defined time frame on Exhibit A1. The reports will be based on the state fiscal year, which runs from July through June. The Subcontractor agrees to pay back excess DCF funds that are not supported by expenditures.

M. Mutual Indemnification

1. The Subcontractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Managing Entity, the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, costs, and expenses arising from or relating to an alleged act or omission by the Subcontractor, its agents, employees, partners, or subcontractors, provided however that the Subcontractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Managing Entity or the Department.

Further, the Subcontractor shall, without exception, indemnify and hold harmless the Managing Entity and the Department, and their employees from any liability of any nature or kind whatsoever, including attorneys' fees, costs, and expenses arising out of, relating to, or involving any claim associated with any trademark, copyrighted, patented, or unpatented invention, process, trade secret, or intellectual property right, information technology used or accessed by the Subcontractor, or article manufactured or used by the Subcontractor, its officers, agents, or subcontractors in the performance of this Subcontract or delivered to the Managing Entity or the Department for the use of the Managing Entity or the Department, its employees, agents, or contractors. The Subcontractor may, at its option and expense, procure for the Managing Entity or Department, their employees, agents, or contractors, the right to continue use of, replace, or modify the product or article to render it non-infringing. If the Subcontractor is not reasonably able to modify or otherwise secure from the Managing Entity and the Department the right to continue using the product or article, the Subcontractor shall remove the product and refund the Managing Entity the amounts paid by in excess of a reasonable rental for past use. However, the Managing Entity and the Department shall not be liable for any royalties. The Subcontractor has no liability when such claim is solely and exclusively due to the Managing Entity's or the Department's alteration of the product or article or the Managing Entity's or the Department's misuse or modification of the

Subcontractor's products or the Managing Entity's or the Department's operation or use of vendor's products in a manner not contemplated by this Subcontract. The Subcontractor shall provide prompt written notification to the Managing Entity and the Department of any claim of copyright, patent or other infringement arising from the performance of this Subcontract.

Further, the Subcontractor shall protect, defend, and indemnify, including attorneys' fees, costs, and expenses, the Managing Entity and the Department for any and all claims and litigation (including litigation initiated by the Managing Entity or the Department) arising from or relating to Subcontractor's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the Subcontractor's redaction, as provided for under **Section J. Public Records**.

The Subcontractor'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 Managing Entity or the Department negligent shall excuse the provider of performance under this provision, in which case the Managing Entity or the Department shall have no obligation to reimburse the Subcontractor for the cost of their defense. If the Subcontractor 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 law and without waiving the limits of sovereign immunity.

2. The Managing Entity shall be fully liable for the actions of its agents (except the Department and the Subcontractor and the Subcontractor's subcontractors, agents, officers, partners and employees shall not be considered Managing Entity's agents for purposes of this **Section M**), employees, partners, or subcontractors (except the Subcontractor and its subcontractors, agents, officers, partners and employees shall not be considered Managing Entity's subcontractors for purposes of this **Section M**) and shall fully indemnify, defend, and hold harmless, the Subcontractor and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, costs, and expenses arising from or relating to an alleged act or omission by the Managing Entity, its agents, employees, partners, or subcontractors, provided however that the Managing Entity shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Subcontractor.

Further, the Managing Entity shall, without exception, indemnify and hold harmless the Subcontractor and its employees from any liability of any nature or kind whatsoever, including attorneys' fees, costs, and expenses arising out of, relating to or involving any claim associated with any trademark, copyrighted, patented, or unpatented invention, process, trade secret, or intellectual property right, information technology used or accessed by the Managing Entity, or article manufactured or used by the Managing Entity, its officers, agents, or subcontractors

in the performance of this Subcontract or delivered to the Subcontractor for the use of the Subcontractor, its employees, agents, or contractors. The Managing Entity may, at its option and expense, procure for the Subcontractor, its employees, agents, or contractors, the right to continue use of, replace or modify the product or article to render it non-infringing. If the Managing Entity is not reasonably able to modify or otherwise secure from the Subcontractor the right to continue using the product or article, the Managing Entity shall remove the product and refund the Subcontractor the amounts paid in excess of a reasonable rental for past use. However, the Subcontractor shall not be liable for any royalties. The Managing Entity has no liability when such claim is solely and exclusively due to the Subcontractor's alteration of the product or article or the Subcontractor's misuse or modification of the Managing Entity's products or the Subcontractor's operation or use of vendor's products in a manner not contemplated by this Subcontract. The Managing Entity shall provide prompt written notification to the Subcontractor of any claim of copyright, patent or other infringement arising from the performance of this Subcontract.

Further, the Managing Entity shall protect, defend, and indemnify, including attorneys' fees, costs, and expenses, the Subcontractor for any and all claims and litigation (including litigation initiated by the Subcontractor) arising from or relating to Managing Entity's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the Managing Entity's redaction.

The Managing Entity'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 Subcontractor negligent shall excuse the Managing Entity of performance under this provision, in which case the Subcontractor shall have no obligation to reimburse the Managing Entity for the cost of their defense. If the Managing Entity is an agency or subdivision of the State, its obligation to indemnify, defend, and hold harmless the Subcontractor shall be to the extent permitted by law and without waiving the limits of sovereign immunity.

N. Independent Contractor, Assignments and Subcontractors

1. In performing its obligations under this Subcontract, the Subcontractor shall at all times be acting in the capacity of an independent contractor and not as an officer, employee or agent of the Managing Entity or the Department. Neither the Subcontractor 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 Managing Entity or the Department by virtue of this Subcontract.
2. The Subcontractor shall take such actions as may be necessary to ensure that it and each subcontractor of the Subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or

- agent of the Managing Entity or the State of Florida. The Managing Entity and the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Subcontractor, or its subcontractors or assignees. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Subcontractor, the Subcontractor's officers, employees, agents, subcontractors or assignees shall be the sole responsibility of the Subcontractor.
3. The Subcontractor shall not assign or subcontract any portion of this Subcontract without the prior written approval of the Managing Entity, except when Subcontractor's subcontractors and a description to the subcontractor's work are described on an attachment to this Subcontract. No such approval shall obligate the Managing Entity for more than the total dollar amount stated in this Subcontract. All such assignments and subcontracts shall be subject to the conditions of this Subcontract and to any conditions Managing Entity deems necessary that are described in approval of the subcontract. The Subcontractor may not assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under this Subcontract which right is not conditioned on full and faithful performance of the Subcontractor's duties hereunder. Any sublicense, subcontract, assignment or transfer otherwise occurring without prior approval of the Managing Entity shall be null and void.
 4. In the event the Managing Entity approves transfer of the Subcontractor's obligations, the Subcontractor remains responsible for all work performed and all expenses incurred in connection with this Subcontract. This Subcontract shall remain binding upon the lawful successors in interest of the Subcontractor and the Managing Entity.
 5. To the extent permitted by Florida Law, and in compliance with paragraph 3 above, the Subcontractor is responsible for all work performed and for all commodities produced pursuant to this Subcontract whether actually furnished by the Subcontractor or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Managing Entity and the Department shall not be liable to any of Subcontractor's subcontractors in any way or for any reason relating to this Subcontract.

The Subcontractor shall include, in all subcontracts (at any tier) the substance of all clauses contained in the Master Contract that mention or describe Subcontract compliance.

O. Intellectual Property

All intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in

relation to Subcontractor's performance under this Subcontract, and the performance of all of its' officers, agents, and subcontractors in relation to this Subcontract, are works for hire for the benefit of the Department, fully compensated for by the Subcontract amount, and that neither the Subcontractor 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 Subcontract. 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 Subcontract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Subcontractor is a university and a member of the State University System of Florida, then Section 1004.23, F.S., shall apply.

1. If the Subcontractor uses or delivers to the Managing Entity or 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 below as having specific limitations, the compensation paid pursuant to this Subcontract 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 Subcontract. For purposes of this provision, the term "use" shall include use by the Subcontractor during the term of this Subcontract and use by the Managing Entity or the Department, their employees, agents, or contractors during the term of this Subcontract and perpetually thereafter.

List of Items with Specific Limitations:

None

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 Subcontractor 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 Managing Entity and 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.

P. Other Provisions

1. The Subcontractor shall notify the Managing Entity of potential or actual legal actions taken by or against the Subcontractor related to services provided through this subcontract or that may impact the Subcontractor's ability to deliver the contractual services, or that may adversely impact the Subcontractor or Managing Entity. The Subcontractor shall notify their Contract Manager within ten (10) days of

Subcontractor becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

2. No Third-Party Beneficiaries: This Subcontract is for the benefit of CFBHN and the Subcontractor. No third party is an intended beneficiary. No third party has any cause of action to enforce the terms of this Subcontract or a cause of action for damages due to its breach.
3. Nondiscrimination and Whistleblowers: The Subcontractor represents that the Subcontractor is in compliance with all applicable federal, state, and local civil rights laws and laws that protect persons with disabilities. Subcontractor will not, on the basis of race, color, national origin, religion, sex, age, disability, sexual identity, or marital status, or any other basis prohibited by law, unlawfully discriminate in any form or manner against Subcontractor's clients, applicants for services, or employees or applicants for employment. Further, the Subcontractor 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. These requirements shall apply to all of Subcontractor's subcontractors or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

The Subcontractor and any of its subcontractors shall inform its employees that they or any other persons may file a complaint with the Office of the Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353 for violations of any Whistle-blower laws.

4. Damages: Managing Entity damages for Subcontractor's breach or other nonperformance of this Subcontract 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 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 thirty (30) days of written notice by the Managing Entity to Subcontractor.
5. Sponsorship and Publicity: The Subcontractor and partners shall, in publicizing, advertising or describing the sponsorship of the program, state: "Sponsored by Charlotte Behavioral Health Care, Inc., Central Florida Behavioral Health Network, Inc., 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” and “Central Florida Behavioral Health Network, Inc.” shall appear in the same size letters or type as the name of the organization.

Q. Termination

1. Termination at Will. Either party may terminate this Subcontract upon at least thirty (30) days prior written notice to the other party.

1. Termination for Lack of Funds. The Managing Entity may terminate this Subcontract upon at least twenty-four (24) hours prior written notice to Subcontractor if Managing Entity has not received funds from the Department for the services for which Subcontractor is requesting payment or for any Services to be provided under this Subcontract.

2. Termination for Cause. The Managing Entity may terminate this Subcontract, or any subcomponent or program within it, upon at least twenty-four (24) hours prior written notice to Subcontractor if Subcontractor breaches this Subcontract. 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:
 - a. 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.
 - b. 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.
 - c. 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 within one hundred twenty (120) days after the commencement thereof.

3. Immediate Termination. The Managing Entity may immediately terminate this Subcontract for cause, if any time during the lifetime of the subcontract, the Subcontractor is:
 - a. Found to have submitted a false certification under s. 287.135, F.S., or
 - b. Is placed on the Scrutinized Companies with Activities in Sudan List or
 - c. Is placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or
 - d. Is placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

4. Notice. 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 **Section C**.

6. 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 have been arranged. The Subcontractor shall maintain communication with the Managing Entity on the process of transferring consumers until all consumers are placed. Failure to comply with the transition of contract services may result in application of CFBHN Sanctions and Financial Penalties Policy.
7. Lapsed Insurance. Any lapse in mandatory insurance coverage voids this Subcontract until coverage is restored and proof of insurance coverage is provided to restore the ability to bill for services. Any services provided during the lapse period are invalid and cannot be invoiced to CFBHN.

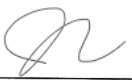
By signing this Subcontract, the parties agree that they have read and agree to the entire Subcontract. THE PARTIES HERETO by and through their dually authorized representatives, whose signatures appear below, have caused this Subcontract to be executed on the date and year below.

MANAGING ENTITY

SUBCONTRACTOR

Central Florida Behavioral Health Network, Inc.

Charlotte Behavioral Health Care, Inc.

By: 

By: 

Title: CFO

Title: CEO

Witness: _____

Witness: 

Date: 06.23.2020

Date: 6/21/2020