

Central Florida Behavioral Health Network
Internal Routing Form

Provider: Charlotte Behavioral Health Care, Inc.		NOTES: Call ext 284 when ready for pick up. Please review and forward to the next signing authority within 24 hours. Attach additional corrective action pages, if needed.		
Contract #: QG006	FY20-21 Contract Amount: \$ 8,841,369	SERVICE & AMENDMENT DESCRIPTION: Initial Contract for FY20-21 through FY22-23.		
Amendment #: 0	FY20-21 Amendment Amount: \$ -			
Circuit(s): 20	Grand Total FY20-21 Contract Amount: \$ 8,841,369			
Contract Manager: Kim Szminkowski				
<input type="checkbox"/> Is Provider a Sub-Recipient? OR <input type="checkbox"/> Is Provider a Contract Vendor?		FY20-21 Contract Amount: \$ 8,841,369 Tentative FY21-22 Amount: \$ 8,841,369 Tentative FY 22-23 Amount: \$ 8,841,369 Grand Total Contract Amount: \$ 26,524,107		
Multi-Year Contract for: 3 Years (FY 20-21 through FY 22-23)		New Providers - Check for Moratorium <input type="checkbox"/>		
Please review and if changes are needed, mark/highlight them on the page and put the page number under the corrective action needed section below. Thanks!		If there's a change in funds, are they Recurring ____ or Non-Recurring ____? Initial Contract Funding.		
REVIEWER	OUT	CORRECTIVE ACTION NEEDED	RESPONSE TO CORRECTIVE ACTION / DATE	
Contract Manager	6/4/2020	<input type="checkbox"/> BATS \$\$ Updated <input type="checkbox"/> CAFÉ OCA Tab Updated	<input type="checkbox"/> Transitional Funding? <input type="checkbox"/> Subcontractor Tracking Updated	
<i>Kim Szminkowski</i>				
Contract Supervisor	6/5/2020			
<i>Andrea Butler Fernandez</i>				
NDCS				
Program Manager (If funding is tied to a specific program)				
Budget/Finance				
QA/QI Supervisor				
IT Department (Only If New Provider OR If New Cost Centers Opened)		NOTE for CM: Please complete a Help Desk Ticket when a new contract is issued; services submitted against the contract will reject unless the contract is added to the HDS System.		
N/A				
Prevention				
Consumer/Family Affairs				
Sent to Provider		EMAILED @ 2:36 PM		
Kim Szminkowski				
Contract Signer				
		<input type="checkbox"/> Signed Copies Received <input type="checkbox"/> Post Award Notice Uploaded to SharePoint <input type="checkbox"/> CSFT Updated by Provider in CAFÉ <input type="checkbox"/> Transitional Funding Log Updated	<input type="checkbox"/> CAFE Updated (Effective Date) <input type="checkbox"/> Match Spreadsheet Updated <input type="checkbox"/> BATS Effective Date <input type="checkbox"/> Agency Goals Updated	
		<input type="checkbox"/> Subcontractor Tracking Updated <input type="checkbox"/> Supplemental Funding Detail Report Attached <input type="checkbox"/> Contract Scanned to SharePoint <input type="checkbox"/> Contract Emailed to Provider		
INSTRUCTIONS: Signing authority is asked to review the contract within 24 hours after the contract is received. The "Out-Date" is the date that the signing authority completes the review of contract documents and signs off on the routing form. If the signing authority has comments, the routing form should not be signed off on until the signing authority is satisfied with the contract manager's response.				



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@cbhcnf.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	<i>TBD</i>	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	<i>TBD</i>	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.


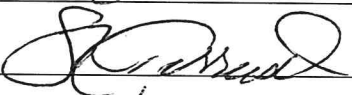
MANAGING ENTITY

SUBCONTRACTOR

Central Florida Behavioral Health Network,
Inc.

Charlotte Behavioral Health Care, Inc.

By: 
Title: CFO
Witness: _____
Date: 06.23.2020

By: 
Title: CEO
Witness: 
Date: 6/21/2020

CERTIFICATION REGARDING LOBBYING

Attachment _____

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: 

Date: 3-3-2020

Application or Contract ID Number: QB006

Name of Authorized Individual Application or Contractor: Vickie Scanlon, CEO, Charlotte Behavioral Health Care, Inc.

Address of Organization: 1700 Education Ave., Punta Gorda, FL 33950

ATTACHMENT III

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

MONITORING

In addition to reviews of audits conducted in accordance with OMB Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (also known as the OMB Uniform Guidance), Section 200.500- 200.521 and Section 215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Uniform Guidance, Section 200.331, as revised, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Uniform Guidance, Section 200.500-200.521, as revised.

In the event the recipient expends \$500,000 (*\$750,000 for fiscal years beginning on or after December 26, 2014*) or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB 133 Uniform Guidance, Section 200.500-200.521, as revised. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Uniform Guidance, Section 200.500-200.521, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Uniform Guidance, Section 200.500-200.521, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508 of OMB Uniform Guidance, as revised.

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

PART II: STATE REQUIREMENTS

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

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

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

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

PART III: REPORT SUBMISSION

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

- A. Contract manager for this contract (1 copy)
- B. Department of Children & Families (1 electronic copy and management letter, if issued)

Office of the Inspector General
Single Audit Unit
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700

Email address: single.audit@myflfamilies.com

- C. Reporting packages for audits conducted in accordance with Uniform Guidance, Section 200.500-200.521, as revised, and required by Part I of this agreement shall be submitted, when required by Section 200.512 (d), OMB Uniform Guidance, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

and other Federal agencies and pass-through entities in accordance with Section 200.512 (e), OMB Uniform Guidance, as revised.

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

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

Email address: flaudgen_localgovt@aud.state.fl.us

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

PART IV: RECORD RETENTION

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

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS/SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 - 20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
7. The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certification must be kept at the provider's business location.

CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.


Signature

3-3-2020
Date

Vickie Scanlon

Name (type or print)

Chief Executive Officer

Title

CF 1125

Effective July 2015

(CF-1125-1516)

ATTACHMENT V

PROTECTED HEALTH INFORMATION

This Attachment contains the terms and conditions governing the Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

- 1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and for purposes of this Attachment shall specifically refer to the Provider.
- 1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and for purposes of this Attachment shall refer to the Department.
- 1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function , activity, service , other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;
- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that

- such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR §§ 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;
- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR § 164.410, and any security incident of which it becomes aware;
 - 2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
 - 2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
 - 2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;
 - 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 30 days following the determination of any potential breach of personal or confidential departmental data as provided in section 501.171, F.S.;
 - 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
 - 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department ;
 - 2.1.11 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR § 164.532(d);
 - 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.524;
 - 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR § 164.526;

- 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.528;
- 2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

- 3.1 The Business associate may only use or disclose protected health information covered under this Attachment as listed below:
 - 3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.
 - 3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.
 - 3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.
 - 3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.
 - 3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department of Children and Families with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. § 164.501).
 - 3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).
 - 3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- 4.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR § 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- 4.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- 4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Section 5. Termination

5.1 Termination for Cause

- 5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:
 - 5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;
 - 5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or
 - 5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

- 5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:
 - 5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;
 - 5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health

- information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
- 5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under “Permitted Uses and Disclosures By Business Associate” which applied prior to termination; and
 - 5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.
 - 5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

- 6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.

Contract No. QH8CH
CFDA No. N/A
CSFA No. N/A

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

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and Charlotte Behavioral Health Care, Inc., hereinafter referred to as the "Provider". If this document is denoted above as a GRANT AGREEMENT, the term "Contract" as it may appear hereinafter shall be construed to mean "Grant" or "Grant Agreement" as the context may provide. Similarly, the term "Provider" shall be construed to mean "Grantee" and the term "Contract Manager" shall be construed to mean "Grant Manager".

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

The Department and Provider agree as follows:

1. **ENGAGEMENT, TERM AND CONTRACT DOCUMENT**

1.1. **Purpose and Contract Amount**

The Department is engaging the Provider for the purpose of implementing the Community Action Treatment (CAT) teams Special Proviso Project mandated by Specific Appropriation 363 of the General Appropriations Act for Fiscal Year 2017-18, as further described in Section 2, payable as provided in Section 3, in an amount not to exceed \$750,000.00..

1.2. **Official Payee and Party Representatives**

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

Name: CBHC Finance Department
Address: 1700 Education Ave.
City: Punta Gorda State: FL Zip Code: 33950
Phone: 941-639-8300 Ext: 2313 E-mail: drogers@cbhcfi.org

1.2.2. The name of the contact person and address, telephone, and e-mail address where the Provider's financial and administrative records are maintained are:

Name: Derek Rogers
Address: 1700 Education Ave.
City: Punta Gorda State: FL Zip Code: 33950
Phone: 941-347-6403 Ext: E-mail: drogers@cbhcfi.org

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

Name: Jean Tucker
Address: 1700 Education Ave
City: Punta Gorda State: FL Zip Code: 33950
Phone: 941-639-8300 Ext: 2309 E-mail: jtucker@cbhcfi.org

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

Name: Deannndra Burrowes
Address: 9393 North Florida Ave
City: Tampa State: Florida Zip Code: 33612
Phone: 813-337-5876 Ext: E-mail: Deannndra.Burrowes@myflfamilies.com

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

1.3. Effective and Ending Dates

This Contract shall be effective on July 1, 2017 or the last date executed by a party, whichever is later. The service performance period under this Contract shall commence on July 1, 2017 or the effective date of this Contract, whichever is later, and shall end at midnight, Eastern time, on June 30, 2018, subject to the survival of terms provisions of Section 7.4.

☐ This Contract may not be renewed.

☒ This Contract may be renewed in accordance with Section 26 of the PUR 1000 Form and, if renewed, costs for the renewal may not be charged to this Contract.

☐ This Contract may be renewed in accordance with Section 26 of the PUR 1000 Form and, if renewed, the renewal price(s) set forth in the bid, proposal, or reply are shown in Exhibit F___, subject to negotiation at renewal per section 287.057(13), Florida Statutes (F.S.).

1.4. Contract Document

This Contract is composed of Sections 1 through 9, Exhibits A through F, Attachments 1 through 2 and any exhibits referenced in said attachments, and any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties.

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

1.4.2. The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract. Sections 1.d., 2-4, 6, 8-13, 23, 27 and 31 of the PUR 1000 Form are not applicable to this Contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this Contract, such other terms or conditions shall take precedence over the PUR 1000 Form.

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

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

1.4.4.1. Exhibits A through F;

1.4.4.2. Any documents incorporated into any exhibit by reference;

1.4.4.3. This Standard Integrated Contract;

1.4.4.4. Any documents incorporated into this Contract by reference;

1.4.4.5. Attachments 1 through 2.

2. STATEMENT OF WORK

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Except for advances, if any, provided for in this Contract, these deliverables must be received and accepted by the Contract Manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Department. The Department's determination of acceptable services shall be conclusive. Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. Except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by the Department to the extent that it prescribes a fixed price (previously called "fixed fee") payment method or does not provide a method of payment for added tasks.

2.1. Scope of Work

The Scope of Work is described in Exhibit B.

2.2. Task List

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

2.3. Deliverables

Deliverables shall be as described in Exhibit D.

2.4. Performance Measures.

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

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

3. PAYMENT, INVOICE AND RELATED TERMS

The Department shall pay for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department and shall remain subject to subsequent audit or review to confirm contract compliance. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

3.1. Prompt Payment and Vendor Ombudsman

Per section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract specify otherwise. Any amount that is authorized for payment but is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved (or within thirty-five (35) days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than 1 dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

3.2. Method of Payment

The Provider shall be paid in accordance with Exhibit F, Method of Payment.

3.3. Invoices

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

3.3.2. The final invoice for payment shall be submitted to the Department no more than **30** days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

3.4. Financial Consequences

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply financial consequences as provided for in Section 6.1. The parties agree that the penalties provided for under Section 6.1 constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages

to the extent that this Contract so provides, or termination of this Contract per Section 6.2.3 and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 3.5, to the extent of such error.

3.5. Overpayments and Offsets

The Provider shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Department and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the Provider or its auditor or upon written notice by the Department, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the Department from the Provider under this or any other contract or agreement.

3.6. MyFloridaMarketPlace Transaction Fee.

This Contract is exempt from the MyFloridaMarketPlace transaction fee.

4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

4.1. Compliance with Statutes, Rules and Regulations

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

4.2. State Policies

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

4.3. Independent Contractor, Subcontracting and Assignments

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

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

4.3.3. The Provider shall not assign its responsibilities under this Contract to another party, in whole or part, without prior written approval of the Department, upon the Department's sole determination that such assignment will not adversely affect the public interest. No payment shall be made under this Contract to any factor or other person who has been assigned or transferred the right to receive payment in lieu of or on behalf of the Provider except upon full and faithful performance of the Provider's duties hereunder. Any assignment or transfer occurring without prior approval of the Department shall be null and void. The Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of the Department, which shall not be unreasonably withheld.

4.3.4. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida or to a provider of the Department's selection, upon

giving prior written notice to the Provider. In the event of assignment by either party, this Contract shall remain binding upon the lawful successors in interest of the Provider and the Department.

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

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

- ☒ The Provider may subcontract under this Contract.
- ☐ This Provider is prohibited from subcontracting under this Contract.

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

4.4. Provider Indemnity

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

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

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

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

4.5. Insurance

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

4.6. Notice of Legal Actions

The Provider shall notify the Department of potential or actual legal actions taken against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact the

Department. The Department's Contract Manager will be notified within ten (10) days of Provider becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

4.7. Intellectual Property

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

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

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

4.8. Transition Activities

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

4.9. Real Property

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

4.10. Publicity

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

4.11. Sponsorship

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

the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

4.12. Employee Gifts

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

4.13. Mandatory Reporting Requirements

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Contract Manager; and 2) other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myflfamilies.com. The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428. A reportable incident is defined in Children and Families Operating Procedure (CFOP) 180-4, which can be obtained from the Contract Manager.

4.14. Employment Screening

4.14.1. The Provider shall ensure that all staff utilized by the Provider and its subcontractors that are required by Florida law to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

4.14.1.1. Employment history checks;

4.14.1.2. Fingerprinting for all criminal record checks;

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

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

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

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

4.14.2. The Provider shall sign an affidavit each State fiscal year for the term of the contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

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

4.15. Human Subject Research

The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §§ 289, et seq., and may not

commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

4.16. Coordination of Contracted Services

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

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

- 4.16.1. Name of each contracting State agency and the applicable office or program issuing the contract.
- 4.16.2. Name of each contracting State agency and the applicable office or program issuing the contract.
- 4.16.3. Identifying name and number of the contract.
- 4.16.4. Starting and ending date of each contract.
- 4.16.5. Amount of each contract.
- 4.16.6. A brief description of the purpose of the contract and the types of services provided under each contract.
- 4.16.7. Name and contact information of each Contract Manager.

5. RECORDS, AUDITS AND DATA SECURITY

5.1. Records, Retention, Audits, Inspections and Investigations

5.1.1. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract.

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

5.1.3. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 5.1.2.

5.1.4. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

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

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

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

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

5.2. Inspections and Corrective Action

The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this CF Standard

Contract. Following such review, the Department will deliver to the Provider a written report of its findings, and may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's written report. This provision will not limit the Department's termination rights under Section 6.2.4.

5.3. Provider's Confidential and Exempt Information

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

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

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

5.3.2.2. The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 5.3.2.a. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.a., correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

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

5.4. Health Insurance Portability and Accountability Act

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

☒ In compliance with 45 CFR § 164.504(e), the Provider shall comply with the provisions of Attachment 2 to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to the Provider's performance of this Contract.

5.5. Data Security

The Provider shall comply with the following data security requirements whenever the Provider or its subcontractors have access to Department data systems or maintain any client or other confidential information in electronic form:

5.5.1. An appropriately skilled individual shall be identified by the Provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all Provider employees that request or have access to any 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 Provider employees.

5.5.2. The Provider shall provide the latest Departmental security awareness training to its staff who have access to departmental information.

5.5.3. All Provider employees who have access to Departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the Contract Manager.

5.5.4. The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and mobile storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the Provider shall assure that unencrypted personal and confidential Departmental data will not be stored on unencrypted storage devices.

5.5.5. The Provider agrees to notify the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential Departmental data.

5.5.6. The Provider shall at its own cost provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential Departmental data as provided in section 501.171, F.S. The Provider shall also at its own cost implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential Departmental data.

5.5.7. The Provider shall cause each of its subcontractors having access to Department data systems or maintaining any client or other confidential information in electronic form to comply with the provisions of Section 5.5 and the term "Provider" shall be deemed to mean the subcontractor for such purposes.

5.6. Public Records

5.6.1. The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. As required by section 287.058(1)(c), F.S., it is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

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

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

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

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

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

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

6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

6.1. Financial Penalties for Failure to Take Corrective Action

6.1.1. In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this Contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

6.1.2. The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

6.1.3. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

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

6.2. Termination

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

6.2.2. This Contract may be terminated by the Provider upon no less than thirty (30) calendar days' notice in writing to the Department unless a sooner time is mutually agreed upon in writing.

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

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

6.2.5. Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider.

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

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

6.3. Dispute Resolution

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

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

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

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

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

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

7. OTHER TERMS

7.1. Governing Law and Venue

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

7.2. No Other Terms

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

7.3. Severability of Terms

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

7.4. Survival of Terms

The parties agree that, unless a provision of this Contract, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this Contract concerning obligations of the Provider and remedies available to the Department are intended to survive the ending date or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of this Contract are consideration for such performance.

7.5. Modifications

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

7.6. Anticompetitive Agreements

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

7.7. Communications

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

7.8. Accreditation

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

7.9. Transitioning Young Adults

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

7.10. DEO and Workforce Florida

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

7.11. Purchases by Other Agencies

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.047, Florida Administrative Code, if requested by another agency. Other State agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7.12. Unauthorized Aliens

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

7.13. Civil Rights Requirements

In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Provider agrees not to 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 contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within thirty (30) days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

7.14. Use of Funds for Lobbying Prohibited

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

7.15. Public Entity Crime and Discriminatory Contractors

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

7.16. Whistleblower's Act Requirements

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

7.17. PRIDE

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

7.18. Recycled Products

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

8. FEDERAL FUNDS APPLICABILITY

The terms in this section apply if the box for Federal Funds is checked at the beginning of this contract.

8.1. Federal Law

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

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

8.1.3. If this Contract contains over \$100,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to the Department.

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

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

8.2. Federal Funding Accountability and Transparency Act (FFATA)

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

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

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

8.3. Federal Whistleblower Requirements

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

9. CLIENT SERVICES APPLICABILITY

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

9.1. Client Risk Prevention

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

9.2. Emergency Preparedness Plan

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

9.3. Emergency Support to the Deaf or Hard-of-Hearing

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

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

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

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

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

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

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

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

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

9.4. Confidential Client and Other Information

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

9.4.1. Client and Other Confidential Information. State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 415.295, 741.3165 and 916.107, F.S.

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

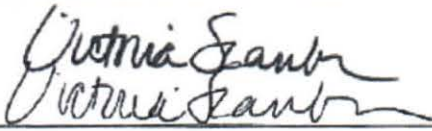
9.4.3. A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.


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

IN WITNESS THEREOF, the parties hereto have caused this 49 page Contract to be executed by their undersigned officials as duly authorized.

PROVIDER: Charlotte Behavioral Health Care, Inc.

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature: 
Print/Type
Name: Victoria Scanlon
Title: Chief Executive Officer
Date: 6-26-17

Signature: 
Print/Type
Name: Jennifer Kuhn
Title: Interim Regional Director
Date: 6/29/17

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

Federal Tax ID # (or SSN): 59-1234922

Provider Fiscal Year Ending Date: 6/30.

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EXHIBIT A – SPECIAL PROVISIONS

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

A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A-1.1. Contract Document

In addition to the elements specified in Section 1.4., this Contract contains Exhibits A1, C1, C2, and F1.

A-1.2. Program Specific Terms

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

A-1.2.1. Community Action Team (CAT): A multidisciplinary treatment team that provides services to children and young adults with a history of mental illness, multiple treatment failures, and who are at risk of out of home placement or return to out of home placement.

A-1.2.2. Managing Entity: As defined by s. 394.9082(2)(e), F.S.

A-1.2.3. Special Proviso Project: A project authorized in a proviso to the General Appropriations Act (GAA) of a specific fiscal year, in which the Florida Legislature directs the Department to contract directly with a specifically named provider for a service or range of services described in the proviso or in legislative workpapers accompanying the proviso.

A-2. STATEMENT OF WORK

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

A-3. PAYMENT, INVOICE AND RELATED TERMS

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

A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

A-4.1. Coordination of Contracted Services

A-4.1.1. In addition to the provisions of Section 4.16. hereof, the Provider shall coordinate services provided under this Contract with the Managing Entity responsible for the coordinated system of care in the Service Location covered by this Contract.

A-4.1.1.1. The Provider shall submit a copy of this contract and any amendments or renewals to the Managing Entity within 30 days of execution;

A-4.1.1.2. The Provider shall provide contact information to the Managing Entity for a designated service coordinator; and

A-4.1.1.3. The Provider shall participate in coordinated system of care activities sponsored by the Managing Entity to support systemic referral coordination, needs assessment, planning, development, data collection, resource sharing and related activities of the Managing Entity.

A-5. RECORDS, AUDITS AND DATA SECURITY

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

A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

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

A-7. OTHER TERMS

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

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EXHIBIT A1 – SAMH PROGRAMMATIC STATE AND FEDERAL LAWS, RULES, AND REGULATIONS

The provider and its subcontractors shall comply with all applicable state and federal laws, rules and regulations, as amended from time to time, that affect the subject areas of the contract. Authorities include but are not limited to the following:

A2-1 Federal Authority

A2-1.1 Block Grants Regarding Mental Health and Substance Abuse

A2-1.1.1 Block Grants for Community Mental Health Services

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

A2-1.1.2 Block Grants for Prevention and Treatment of Substance Abuse

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

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

A2-1.2 Department of Health and Human Services, General Administration, Block Grants

46 C.F.R. Part. 96

A2-1.3 Charitable Choice Regulations Applicable to Substance Abuse Block Grant and PATH Grant

42 C.F.R. Part 54

A2-1.4 Confidentiality of Substance Use Disorder Patient Records

42 C.F.R. Part 2

A2-1.5 Security and Privacy

45 C.F.R. Part 164

A2-1.6 Supplemental Security Income for the Aged, Blind and Disabled

20 C.F.R. Part 416

A2-1.7 Temporary Assistance to Needy Families (TANF)

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

45 C.F.R., Part 260

A2-1.8 Projects for Assistance in Transition from Homelessness (PATH)

42 U.S.C. ss. 290cc-21 – 290cc-35

A2-1.9 Equal Opportunity for Individuals with Disabilities (Americans with Disabilities Act of 1990)

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

A2-1.10 Prevention of Trafficking (Trafficking Victims Protection Act of 2000)

22 U.S.C. s. 7104

2 C.F.R. Part 175

A2-2 Florida Statutes

A2-2.1 Child Welfare and Community Based Care

Ch. 39, F.S.

Proceedings Relating to Children

Ch. 402, F.S.

Health and Human Services: Miscellaneous Provisions

A2-2.2 Substance Abuse and Mental Health Services

Ch. 381, F.S.	Public Health: General Provisions
Ch. 386, F.S.	Particular Conditions Affecting Public Health
Ch. 394, F.S.	Mental Health
Ch. 395, F.S.	Hospital Licensing and Regulation
Ch. 397, F.S.	Substance Abuse Services
Ch. 400, F.S.	Nursing Home and Related Health Care Facilities
Ch. 414, F.S.	Family Self-Sufficiency
Ch. 458, F.S.	Medical Practice
Ch. 464, F.S.	Nursing
Ch. 466, F.S.	Pharmacy
Ch. 490, F.S.	Psychological Services
Ch. 491, F.S.	Clinical, Counseling, and Psychotherapy Services
Ch. 499, F.S.	Florida Drug and Cosmetic Act
Ch. 553, F.S.	Building Construction Standards
Ch. 893, F.S.	Drug Abuse Prevention and Control
S. 409.906(8), F.S.	Optional Medicaid Services – Community Mental Health Services

A2-2.3 Developmental Disabilities

Ch. 393, F.S.	Developmental Disabilities
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A2-2.4 Adult Protective Services

Ch. 415, F.S.	Adult Protective Services
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A2-2.5 Forensics

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

A2-2.6 State Administrative Procedures and Services

Ch. 119, F.S.	Public Records
Ch. 120, F.S.	Administrative Procedures Act
Ch. 287, F.S.	Procurement of Personal Property and Services
Ch. 435, F.S.	Employment Screening
Ch. 815, F.S.	Computer-Related Crimes
Ch. 817, F.S.	Fraudulent Practices
S. 112.061, F.S. authorized persons	Per diem and travel expenses of public officers, employees, and

- S. 112.3185, F.S. Additional standards for state agency employees
- S. 215.422, F.S. Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
- S. 216.181(16) (b), F.S. Advanced funds for program startup or contracted services

A2-3 Florida Administrative Code

A2-3.1 Child Welfare and Community Based Care

- Ch. 65C-13, F.A.C. Foster Care Licensing
- Ch. 65C-14, F.A.C. Child-Caring Agency Licensing
- Ch. 65C-15, F.A.C. Child-Placing Agencies

A2-3.2 Substance Abuse and Mental Health Services

- Ch. 65D-30, F.A.C. Substance Abuse Services Office
- Ch. 65E-4, F.A.C. Community Mental Health Regulation
- Ch. 65E-5, F.A.C. Mental Health Act Regulation
- Ch. 65E-10, F.A.C. Psychotic and Emotionally Disturbed Children - Purchase of Residential Services Rules
- Ch. 65E-11, F.A.C. Behavioral Health Services
- Ch. 65E-12, F.A.C. Public Mental Health Crisis Stabilization Units and Short Term Residential Treatment Programs
- Ch. 65E-14, F.A.C. Community Substance Abuse and Mental Health Services - Financial Rules
- Ch. 65E-20, F.A.C. Forensic Client Services Act Regulation
- Ch. 65E-26, F.A.C. Substance Abuse and Mental Health Priority Populations and Services

A2-3.3 Financial Penalties

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

A2-4 MISCELLANEOUS

A2-4.1 Department of Children and Families Operating Procedures

- CFOP 155-10 / 175-40 Services for Children with Mental Health and Any Co-Occurring Substance Abuse or Developmental Disability Treatment Needs in Out-of-Home Care Placements
- CFOP 155-11 Title XXI Behavioral Health Network
- CFOP 155-47 Processing Referrals from The Department of Corrections
- CFOP 215-6 Incident Reporting and Analysis System (IRAS)

A2-4.2 Standards applicable to Cost Principles, Audits, Financial Assistance and Administrative Requirements

- S. 215.97, F.S. Florida Single Audit Act
- S. 215.971, F.S. Agreements funded with federal or state assistance
- Comptroller's Memorandum No. 03 (1999-2000)

Florida Single Audit Act Implementation

CFO's Memorandum No. 03 (2014 - 2015)

Compliance Requirements for Agreements

- | | |
|--------------------|---|
| 2 C.F.R., Part 200 | Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,
available at https://federalregister.gov/a/2013-30465 |
| 2 C.F.R., Part 300 | Department of Health and Human Services - Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Adoption of 2 C.F.R. Part 200 |
| 45 C.F.R., Part 75 | Uniform Administration Requirements, Cost Principles, and Audit Requirements for HHS Awards |

A2-4.3 Data Collection and Reporting Requirements

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

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EXHIBIT B – SCOPE OF WORK

B-1. SCOPE OF SERVICE

This Contract is pursuant to the authority under Specific Appropriation 363 of the General Appropriations Act for Fiscal Year 2017-2018. Under this Contract, the Provider shall implement the Special Proviso Project described as a Community Action Team (CAT), as defined in Section A-1.1.

B-2. MAJOR CONTRACT GOALS

B-2.1. The goal of this contract is to address mental health and physical health care needs in cases where traditional mental health service interventions have not worked. The CAT program utilizes a multidisciplinary and person-centered approach to coordinate treatment interventions and natural supports tailored to the individual needs of youth or young adults, allowing them to remain successfully in their community. CAT services provided to youth, young adults, and their families are designed to:

B-2.1.1. Strengthen the family system, resulting in youth and young adults living at home and living successfully in the community;

B-2.1.2. Improve school related outcomes such as attendance, grades and graduation rates;

B-2.1.3. Decrease out-of-home placements;

B-2.1.4. Improve family or youth functioning;

B-2.1.5. Decrease substance use or abuse;

B-2.1.6. Decrease psychiatric hospitalizations;

B-2.1.7. Transition into age appropriate services; and

B-2.1.8. Increase health and wellness.

B-2.2. The Provider shall conduct activities supported by this Contract in accordance with the Department's CAT Program Guidance, dated August 1, 2016, provided for informational and technical assistance support. The CAT Program Guidance document is hereby incorporated by reference and shall be maintained in the Provider's and the Department's official files.

B-3. SERVICE AREA, LOCATIONS, AND TIMES

B-3.1. Service Area

The Provider shall provide services within Charlotte County, Florida.

B-3.2. Service Delivery Locations

B-3.2.1. The Provider's administrative offices shall be located at the address specified in Section 1.3 of this Grant Agreement.

B-3.2.2. The Provider's primary program site(s) shall be located at 1700 Education Ave Building B Punta Gorda, FL 33950.

B-3.2.3. The Provider shall deliver services primarily in community settings outside the primary program site, including an individual's residence and appropriate community locations as determined by the needs and convenience of the individuals receiving services.

B-3.2.4. The Provider shall deliver services at the primary program site when, due to licensure requirements, specific clinical need or at the request of the individual receiving services, office-based services are in the best interest of the individual.

B-3.3. Service Times

B-3.3.1. Services shall be available and provided, as needed, 24-hour per day; seven days per week, including holidays.

B-3.3.2. The Provider may establish primary program site office hours to include, at a minimum, 8:00 am through 5:00 pm, Monday through Friday, excluding state holidays.

B-3.3.3. Changes in service times and any additional holidays that the Provider wants to observe shall be approved in writing by the Department.

B-3.4. Changes in Location

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

B-4. CLIENTS TO BE SERVED

The Provider shall provide the services described herein to eligible individuals, per the provisions of **Section B-5.**, and their families, including caregivers and guardians, within the Service Area defined in **Section B-3.1.**

B-5. CLIENT ELIGIBILITY

B-5.1. The Provider shall provide services to individuals aged 11 to 21 who are:

B-5.1.1. Otherwise eligible for publicly funded substance abuse and mental health services pursuant to s. 394.674, F.S., and

B-5.1.2. Have a mental health diagnosis or co-occurring mental health and substance abuse diagnosis, and

B-5.1.3. Have one or more of the following accompanying characteristics:

B-5.1.3.1 The individual is at-risk for out-of-home placement as demonstrated by repeated failures at less intensive levels of care;

B-5.1.3.2 The individual has had two or more periods of hospitalization or repeated failures;

B-5.1.3.3 The individual has had involvement with the Department of Juvenile Justice or multiple episodes involving law enforcement; or

B-5.1.3.4 The individual has poor academic performance or suspensions.

B-5.2. The Provider shall provide services to individuals aged less than 11 who are:

B-5.2.1. Otherwise eligible for publicly funded substance abuse and mental health services pursuant to s. 394.674, F.S.;

B-5.2.2. Have a mental health diagnosis or co-occurring substance abuse diagnosis; and

B-5.2.3. Have two or more of the accompanying characteristics listed in **Section B-5.1.3.**

B-6. CLIENT DETERMINATION

The Provider shall be responsible for a determination of individual eligibility in compliance with the criteria in **Section B-5.**

B-7. EQUIPMENT

The Provider shall be responsible for supplying all equipment necessary to perform and complete the services described herein including but not limited to computers, telephones, copier and fax machine, supplies and maintenance. The Provider shall not purchase vehicles with funds provided under this contract.

B-8. CONTRACT LIMITS

B-8.1. The total funds awarded under this Contract shall not exceed \$750,000.00

B-8.2. The Provider shall not provide additional prevention, treatment or other ancillary support services beyond the scope of the Special Proviso Project authorized herein to otherwise eligible individuals under the authority of this Contract.

B-8.2.1. The Provider may provide any such necessary additional services to an individual under the authority of a separate contract for appropriate behavioral health services between the Provider and the Department or Managing Entity, if such contract exists, provided all service event data, all audit data, all expenditure data and all required reports for both contracts clearly distinguishes the authority for the services provided.

B-8.3. The provider shall not provide services to more than 75 Individuals in any month.

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EXHIBIT C - TASK LIST

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

C-1. SERVICE TASKS

C-1.1. The Provider shall provide an array of mental health and co-occurring substance abuse services to eligible individuals according to an individualized Plan of Care as specified in Section C-1.3. CAT services may include any combination of the following.

C-1.1.1. Crisis intervention and round-the clock on-call coverage to assist with crisis intervention, referrals, or supportive counseling.

C-1.1.2. Case management to coordinate care with other parties such as providers, schools, or juvenile justice; to advocate on behalf of the family; and to provide access to a variety of services and supports, including but not limited to:

C-1.1.2.1. Primary medical and dental health care;

C-1.1.2.2. Basic needs such as housing and transportation;

C-1.1.2.3. Tutoring and educational services;

C-1.1.2.4. Employment and vocational services;

C-1.1.2.5. Legal services; and

C-1.1.2.6. Other behavioral health services as needed.

C-1.1.3. Licensed psychiatric evaluation services to determine the need for psychotherapeutic medication, to provide treatment recommendations and, if medication is prescribed, to provide medication management and review therapeutic effects and side effects.

C-1.1.4. Respite services providing short-term supervision of a juvenile away from the family to offer temporary relief as a planned event or to improve family stability in a time of crisis for a maximum of four hours per day.

C-1.1.5. Counseling, therapeutic mentoring and related therapeutic interventions in an individual, group or family setting;

C-1.1.6. Transition services to an adult system of care;

C-1.1.7. Transportation to medical appointments, court hearings, or other related activities outlined in the care plan.

C-1.1.8. Tutoring and remedial academic instruction to enhance educational performance.

C-1.1.9. Substance use or abuse interventions and treatment services for co-occurring mental health and substance use disorders; and

C-1.1.10. Training or coordination in parenting skills, behavior modification, family education and family support network development; behavior management; sober living or relapse prevention skill development.

C-1.2. Within 30 days of an individual's admission to services, the Provider shall complete an initial assessment to guide the development of an individualized Plan of Care.

C-1.2.1. Beginning August 1, 2016, the initial assessment shall be conducted using the North Carolina Family Assessment Scale for General Services and Reunification® (NCFAS-G+R).

C-1.2.2. The Provider shall ensure the initial assessment process includes participation by the individual receiving services and his or her family, including caregivers and guardians.

C-1.3. Within 30 days of an individual's admission to services, the Provider shall complete an individual Plan of Care to guide the provision of CAT services. At a minimum, the Plan of Care shall:

C-1.3.1. Be developed with the participation of the individual receiving services and his or her family, including caregivers and guardians;

C-1.3.2. Specify the CAT services and supports to be provided under the Plan of Care

C-1.3.3. Specify measureable treatment goals and target dates for the CAT services and supports;

C-1.3.4. Specify the staff member(s) responsible for completion of each treatment goal; and

C-1.3.5. Include a brief initial discharge planning discussion;

C-1.3.6. Be reviewed, revised or updated every three months, or more frequently as needed to address changes in circumstances impacting treatment and discharge planning, with the participation of the individual receiving services and his or her family, including caregivers and guardians.

C-1.4. Within seven days of an individual's discharge from services, the Provider shall complete a Discharge Summary containing

C-1.4.1. The reason for the discharge;

C-1.4.2. A summary of CAT services and supports provided to the individual;

C-1.4.3. A summary of resource linkages or referrals made to other services or supports on behalf of the individual; and

C-1.4.4. A summary of the individual's progress toward each treatment goal in the Plan of Care; and

C-1.4.5. A discharge assessment using the NCFAS-G+R.

C-1.5. The Provider may provide Incidental Expense services, as defined in Ch. 65E-14.021, F.A.C., to or on behalf of specific individuals receiving services under this contract, to the extent the primary need for such services demonstrably supports the individual's recovery or resiliency goals as documented in the individual's plan of care. Examples of allowable types of Incidental Expense services are included in the Department's CAT Program Guidance.

C-2. ADMINISTRATIVE TASKS

C-2.1. Staffing

C-2.1.1. The Provider shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities.

C-2.1.2. The Provider shall maintain the following minimum programmatic Full-Time Equivalent (FTE) staff for the provision of the services described herein.

C-2.1.2.1. 1.0 FTE Team Leader

C-2.1.2.2. 2.0 FTE Mental Health Clinicians

C-2.1.2.3. 2.0 FTE Case Manager

C-2.1.2.4. 3.0 FTE Therapeutic Mentors

C-2.1.2.5. 0.25 FTE Psychiatrist or Advanced Registered Nurse Practitioner

C-2.1.2.6. 0.5 FTE Registered Nurse or Licensed Practical Nurse

C-2.1.2.7. 1.0 FTE Support Staff

C-2.1.3. The Provider shall maintain a current organizational chart indicating required staff and displaying organizational relationships and responsibility, lines of administrative oversight and clinical supervision. Staff must conduct activities in accordance with their professional regulations and state law.

C-2.1.4. The provider shall notify the Department, in writing, of staffing changes for the positions of Chief Executive Officer, Chief Operating Officer and Chief Financial Officer within seven calendar days of any changes.

C-2.2. Professional Qualifications

C-2.2.1. The Team Leader specified in Section C-2.1.2.1. shall, at a minimum, possess:

C-2.2.1.1. A Master degree in Behavioral Health Sciences, such as psychology, mental health counseling, social work, art therapy or marriage and family therapy; and

C-2.2.1.2. An active license issued by the Florida Board of Clinical Social Work, Marriage & Family Therapy and Mental Health Counseling; and

C-2.2.1.3. A minimum of three years of experience working with children or adolescents with behavioral health needs.

C-2.2.2. The Mental Health Clinicians specified in Section C-2.1.2.2. shall, at a minimum, possess:

C-2.2.2.1. A Master degree in Behavioral Health Sciences, such as mental health counseling, social work, art therapy or marriage and family therapy; and

C-2.2.2.2. A minimum of two years of experience working with children or adolescents with behavioral health needs.

C-2.2.3. The Case Manager specified in Section C-2.1.2.3. shall, at a minimum, possess:

C-2.2.3.1. A bachelor's degree with a major in counseling, social work, psychology, criminal justice, nursing, rehabilitation, special education, health education, or a related field which includes the study of human behavior and development; and a minimum of one year of experience working with children or adolescents with serious emotional disturbances; or

C-2.2.3.2. A bachelor's degree with a major in another field and a minimum of three year of experience working with children with serious emotional disturbances.

C-2.2.4. The Therapeutic Mentors specified in Section C-2.1.2.4. shall, at a minimum, possess:

C-2.2.4.1. Certification as a Certified Recovery Peer Specialist certified by the Florida Certification Board; or

C-2.2.4.2. A Bachelor of Arts degree in a social services major, such as psychology, social work, education or vocation rehabilitation; or

C-2.2.4.3. A minimum of one-year experience working directly with children or adolescents with behavioral health needs.

C-2.2.5. Persons in the staff positions specified in Sections C-2.1.2.5. and C-2.1.2.6. shall, at a minimum possess:

C-2.2.5.1. An active license issued by the Florida Board of Medicine or the Florida Board of Nursing, as appropriate to the individual's specific profession.

C-2.2.6. The Provider shall ensure staff in the following positions have received supplemental topic-specific training in family systems, crisis intervention, teenager or young adult suicide prevention and trauma-informed care:

C-2.2.6.1. The Team Leader specified in **Section C-2.1.2.1.**;

C-2.2.6.2. The Mental Health Clinicians specified in **Section C-2.1.2.2.**; and

C-2.2.6.3. The Case Manager specified in **Section C-2.1.2.3.**

C-2.2.7. The Provider shall ensure staff in the following positions have received supplemental topic-specific training in co-occurring substance abuse and mental health disorders and treatment:

C-2.2.7.1. The Team Leader specified in **Section C-2.1.2.1.**; and

C-2.2.7.2. The Mental Health Clinicians specified in **Section C-2.1.2.2.**

C-2.2.8. If at the time of hire or assignment, a staff member cannot provide documentation of training received within the previous two years in the supplemental topics required by **Sections C-2.2.6.** or **C-2.2.7.**, the Provider shall deliver training on the topic within 30 days of hire or assignment.

C-2.2.9. The Provider shall document that staff has adequate education and all other training necessary to perform the duties for which they are assigned and meet all applicable licensing or certification requirements for their respective disciplines.

C-2.3. Subcontracting

C-2.3.1. The Provider shall not subcontract with another organization, agency or business for client services by staff in the positions specified in **Sections C-2.1.2.1.** through **C-2.1.2.4.** and **C-2.1.2.7.**

C-2.3.2. The Provider may subcontract with individual professionals for client services by staff in the positions in **Section C-2.1.2.5.** and **C-2.1.2.6.**, subject to the terms of **Section 4.2.**

C-2.3.3. The Provider may subcontract with another organization, agency or business for the provision of Incidental Expense Services under **Section C-1.6.** or for ancillary administrative services, such as data and payroll processing, accounting, web-hosting or similar support services, subject to the terms of **Section 4.2.**

C-2.4. Records and Documentation

C-2.4.1. The Provider shall keep accurate clinical records reflecting the progress of each individual served and any Departmental performance standards required.

C-2.4.2. All clinical records shall contain uniform progress reports and documentation of any relevant data at the time of its occurrence.

C-2.4.3. Clinical records for each individual shall contain:

C-2.4.3.1. Documentation of the Individual's Client Determination required by **Section B-6.**;

C-2.4.3.2. Documentation of the Initial Assessment required by **Section C-1.2.** including the results of any screening or assessment tools used and any collateral information collected during the Initial Assessment;

C-2.4.3.3. Documentation of the Plan of Care required by **Section C-1.3.**; and

C-2.4.3.4. Documentation of the Discharge Summary required by **Section C-1.4.**

C-2.5. Reports

The Provider shall submit the following reports, as scheduled, to the Department's Contract Manager identified in **Section 1.3.c.**

C-2.5.1. Persons Served and Performance Measure Report

C-2.5.1.1. The Provider shall submit this report using the template provided in **Exhibit C1.**

C-2.5.1.2. The Provider shall submit one copy of this report per month to accompany the Provider's invoice, on or before the 15th day of each month, documenting services provided during the preceding month.

C-2.5.2. Quarterly Revenues and Expenditure Report

C-2.5.2.1. The Provider shall submit a detailed report of expenditures for the previous three months associated with this Contract, including funds provided by the Department and match funds, if applicable. The report must reconcile these expenditures with the payments made by the Department. The Provider is encouraged to use this report for expenditure planning and projection.

C-2.5.2.2. The Provider shall submit this report using Form CF-MH 1037, available at <http://dnp1.dcf.state.fl.us/DCFForms/Search/DCFFormSearch.aspx>

C-2.5.2.3. The Provider shall submit this report in hard copy accompanied by a signed certification from a designated member of the Provider executive staff that the report represents a complete and accurate account of all expenditures and match obligations, if applicable, supported by this Contract.

C-2.5.2.4. The Provider shall submit one copy of this report no later than 30 days after the completion of each quarter of the State Fiscal Year.

C-2.5.3. Annual Revenues and Expenditure Report

C-2.5.3.1. In lieu of a Quarterly Revenues and Expenditure Report for the final quarter of the state Fiscal year, the Provider shall submit a detailed report of expenditures for the entirety of each state Fiscal Year associated with this Contract, including funds provided by the Department and match funds, if applicable. The report must reconcile these expenditures with the payments made by the Department.

C-2.5.3.2. The Provider shall submit this report using Form CF-MH 1037, available at <http://dnp1.dcf.state.fl.us/DCFForms/Search/DCFFormSearch.aspx>

C-2.5.3.3. The Provider shall submit this report in hard copy accompanied by a signed certification from a designated member of the Provider executive staff that the report represents a complete and accurate account of all expenditures and match obligations, if applicable, supported by this Contract.

C-2.5.3.4. The Provider shall submit one copy of this report no later than 30 days after the completion of each State Fiscal Year associated with this Contract.

C-2.5.4. Quarterly Supplemental Data Report

C-2.5.4.1. In order to assist the Department with system-wide programmatic analysis of the CAT model, the Provider shall submit quarterly supplemental data using the template provided in Exhibit C2.

C-2.5.4.2. The Provider shall submit the Quarterly Supplemental Data Report following no later than 15 days after the completion of each quarter of service.

C-2.5.5. Executive Office of the Governor Return on Investment Report

C-2.5.5.1. The Provider shall submit an initial projected estimate of positive return on investment the state may receive by providing the funding in this Contract on or before July 15, each Fiscal Year. And

C-2.5.5.2. Provide a report 15 days after the completion of each fiscal quarter documenting the actual return on investment achieved and describing the methodology by which the return on investment amount was determined.

C-2.5.6. Unless otherwise specified, the Provider shall submit reports electronically.

C-2.5.7. The provider shall submit reports to the email address or mailing address, as appropriate, listed in Section 1.3.c.

C-2.6. Standard Contract Requirements

The Provider shall perform all acts required by Sections 4., 5., 6., 7, 8., and 9.

C-2.7. Client Risk Prevention

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

C-2.8. Emergency Preparedness Plan

C-2.8.1. The Provider shall, within 30 days of the execution of this Contract, submit an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider, its subcontractors or sub-grantees to continue functioning in compliance with the executed Contract in the event of an actual emergency.

C-2.8.2. For the purpose of disaster planning, the term supervision includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting.

C-2.8.3. No later than twelve months following the Department's original acceptance of a plan and every twelve months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary.

C-2.8.4. The Department agrees to respond in writing within 30 days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications.

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EXHIBIT C1 – PERSONS SERVED AND PERFORMANCE MEASURE REPORT

PERSONS SERVED AND PERFORMANCE MEASURE REPORT – Revised 10/14/2016 PROVISO PROJECT – CAT PROGRAM									
Provider Name	Charlotte Behavioral Health Care, Inc.								
Contract Number	QH8CH								
Reporting Period	From				To				
Reporting Requirement ¹¹	Target	This Period			This Quarter to Date			Year to Date	
DELIVERABLE Number of Persons Served Section D-2.1 1 st Month = 10 2 nd Month = 25 Thereafter = 35	Min ___ per month								
MINIMUM PERFORMANCE MEASURES		Numerator	Denominator	Percentage	Numerator	Denominator	Percentage	Numerator	Denominator
School Attendance Section E-1.1	80%								
Improved Level of Functioning, based upon CFARS or FARS Section E-1.2	80%	N/A			N/A				
Living in a Community Setting Section E-1.3	90%								
Use the space below to provide any discussion of performance-related details affecting the delivery of services according to the specified targets. (Optional)									
ATTESTATION									
I hereby attest the information provided herein is accurate, reflects services provided in accordance with the terms and conditions of this contract, and is supported by client documentation records maintained by this agency.									
Authorized Name and Title (please print)									
Signature					Date				

¹¹ Refer to the Contract Sections referenced for each reporting requirement for additional detail on reporting methodology

EXHIBIT C2 – QUARTERLY SUPPLEMENTAL DATA REPORT

QUARTERLY SUPPLEMENTAL DATA REPORT PROVISO PROJECT – CAT PROGRAM			
Provider Name	Charlotte Behavioral Health Care, Inc.		
Contract Number	QH8CH		
Reporting Period	From	To	
Gainful Activity for Individuals Not Enrolled in School or a Vocational Program			
Required Reporting	Total This Quarter	Total Year to Date	
Number of individuals served during the reporting period age 16 and older not included in the school attendance measure.			
Number of these individuals that engaged in at least one gainful activity during the reporting period.			
<i>Use the space below to provide examples of the gainful activities these individuals engaged in during the reporting period.</i>			
ATTESTATION			
I hereby attest the information provided herein is accurate, reflects services provided in accordance with the terms and conditions of this contract, and is supported by client documentation records maintained by this agency.			
Authorized Name and Title (please print)			
Signature		Date	

Part 2 – Quarterly NCFAS-G+R Assessment Summary

Domain	Assessment Event	Year-To-Date # Individuals Who Scored						YTD # Individuals Improved at Discharge ²	YTD % Individuals Improved at Discharge
		+2	+1	0	-1	-2	-3		
Environment	Admission								
	Discharge								
Parental Capabilities	Admission								
	Discharge								
Family Interactions	Admission								
	Discharge								
Family Safety	Admission								
	Discharge								
Child Well-being	Admission								
	Discharge								
Social / Community Life	Admission								
	Discharge								
Self- Sufficiency	Admission								
	Discharge								
Family Health	Admission								
	Discharge								
Caregiver / Child Ambivalence ³	Admission								
	Discharge								
Readiness for ⁴ Reunification	Admission								
	Discharge								

For each domain, enter the total number of individuals that scored in each rating (+2 - -3) at admission and discharge.

² To determine the number of individuals who improved at discharge, use only the domains scored -1 through -3 at admission. If a score in these domains improved by at least one point, the individual showed improvement.

³ The Caregiver / Child Ambivalence domain is scored only for families served by child welfare with a goal of reunification.

⁴ The Readiness for Reunification domains is scored only for families served by child welfare with a goal of reunification.

Part 3 - Gainful Activity for Individuals Not Enrolled in School or a Vocational Program

Required Reporting	Total This Quarter	Total Year to Date
Number of individuals served during the reporting period age 16 and older not included in the school attendance measure.		
Number of these individuals that engaged in at least one gainful activity during the reporting period.		
<i>Use the space below to provide examples of the gainful activities these individuals engaged in during the reporting period.</i>		

Part 4 - ATTESTATION

I hereby attest the information provided herein is accurate, reflects services provided in accordance with the terms and conditions of this contract, and is supported by client documentation records maintained by this agency.

Authorized Name and Title (please print)			
Signature		Date	

EXHIBIT D – DELIVERABLES

D-1. SERVICE UNITS

A service unit is a bundle of one month of available CAT services, as defined in Sections C-1. and C-2., provided to eligible individuals.

D-2. SERVICE TARGETS

The Provider shall provide services to no less than 35 eligible individuals per month. To accommodate phase-in of a new program, however:

D-2.1. During the first month after execution of this Contract, the Provider shall provide services to no less than 10 eligible individuals per month.

D-2.2. During the second month after execution of this Contract, the Provider shall provide services to no less than 25 eligible individuals per month.

D-3. DELIVERABLES

The Provider shall demonstrate satisfactory delivery of minimum levels of service through submission of the Persons Served and Performance Measure Report required by Section C-2.5.1.

D-4. PERFORMANCE MEASURES FOR THE ACCEPTANCE OF DELIVERABLES

D-4.1. For the acceptance of deliverables, the Provider shall attain a minimum of 100 percent of the service targets specified in Section D-2. each month.

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

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EXHIBIT E – PERFORMANCE MEASURES

E-1. MINIMUM PERFORMANCE MEASURES

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

E-1.1. Individuals receiving services shall attend an average of 80% percent of school days. (Department Measure MH012)

E-1.2. 80% of individuals receiving services shall improve their level of functioning between admission to discharge, (Program-Specific Measure), as determined by:

E-1.2.1. The Children's Functional Assessment Rating Scales (CFARS) if the individual is under 18 years of age; or

E-1.2.2. The Functional Assessment Rating Scale (FARS), if the individual is 18 years of age or older.

E-1.3. Individuals served will spend a minimum of 90% of days living in a community setting. (Program-Specific Measure)

E-2. PERFORMANCE EVALUATION METHODOLOGY

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

E-2.1. For the measure in **Section E-1.1.**,

E-2.1.1. Calculate the percentage of available school days attended by all individuals served during the reporting period.

E-2.1.1.1. Include all individuals served age 15 and younger.

E-2.1.1.2. Include only those individuals age 16 and older who are actually enrolled in a school or vocational program.

E-2.1.1.3. For individuals in alternative school settings, such as virtual and home school, school attendance may be estimated based on specific requirements applicable to the setting. Examples include the percentage of work completed within a specified time-period; adherence to a schedule as reported by the parent or documentation of reporting mechanism.

E-2.1.1.4. Do not include individuals for whom school attendance in an alternative education setting cannot be determined.

E-2.1.2. The numerator is the sum of the total number of school days attended for all individuals.

E-2.1.3. The denominator is the sum of the total number of school days available for all individuals.

E-2.2. For the measure in **Section E-1.2.**

E-2.2.1. Measure improvement is based on the change between the admission and discharge assessment scores completed using the CFARS or FARS, as determined by the age of the individual.

E-2.2.2. The numerator is the total number of individuals whose discharge score is less than their admission assessment score. Scores are calculated by summing the score for all questions for each

person discharged during the current fiscal year-to-date. A decrease in score from the admission score to the discharge score indicates that the level of functioning has improved.

E-2.2.3. The denominator is the total number of individuals discharged with an admission and discharge assessment during the current fiscal year-to-date.

E-2.3. For the measure in Section E-1.3.,

E-2.3.1. The numerator is the sum of all days in which all individuals receiving services qualify as "living in a community setting."

E-2.3.2. The denominator is the sum of all days in the reporting period during which all individuals were enrolled for services under this Contract.

E-2.3.3. "Living in a community setting" excludes any days spent in jail, detention, a crisis stabilization unit, homeless, a short-term residential treatment program, a psychiatric inpatient facility or any other state mental health treatment facility.

E-2.3.4. For children under 18 years of age, days spent on runaway status, in a residential level one treatment facility, or in a wilderness camp are also excluded.

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EXHIBIT F - METHOD OF PAYMENT

F-1. PAYMENT METHODOLOGY

F-1.1. This is a fixed price, fixed fee Contract. The Department shall pay the Provider for the delivery of service units in accordance with the terms of this Contract, subject to the availability of funds.

F-1.2. The Department shall pay the Provider a monthly rate of \$62,500.00 per month for the duration of this Contract, not to exceed \$750,000 annually.

F-2. INVOICE REQUIREMENTS

F-2.1. To receive payment, the Provider shall submit the following no later than 15 days after the completion of each month of service.

F-2.1.1. A properly completed Exhibit F1, CAT Monthly Invoice; and

F-2.1.2. A Persons Served and Performance Measure Report as required by Section C-2.5.1., documenting compliance with the Performance Measures for the Acceptance of Deliverables specified in Section D-4.

F-2.2. The Provider may submit invoices and supporting documentation electronically, provided the invoice submission contains a full-color electronic signature by the Provider's designated representative attesting to the completeness and accuracy of the submission.

F-2.3. The Provider shall submit a final invoice for payment no later than 45 days after the end of each State Fiscal Year associated with this Contract, after the expiration of this Contract, or after this Contract is terminated for any reason.

F-2.3.1. Failure to submit a timely final invoice will result in a forfeiture of all right to payment and the Department shall not honor any requests submitted after the aforesaid time period.

F-2.3.2. The Department shall withhold any payment due until the reports required by Sections C-2.5. have been submitted by the Provider and accepted by the Department.

F-3. FINANCIAL CONSEQUENCES

F-3.1. The Department shall approve payments upon acceptance of the report required by Section C-2.5.1. documenting compliance with the Performance Measures for Acceptance of Deliverables in Section D-4.

F-3.2. If the Provider does not meet the performance measure for acceptance of deliverables specified in Section D-4. during any invoice period, the Department shall reduce the payment due for that period by \$2,000.00 for each individual less than target.

F-3.3. If the Provider does not meet an applicable performance measure in Exhibit E during any Invoiced period, the Department shall reduce the payment due for that period by 1% of the invoice amount for each point less than target.

F-3.4. In the event of an invoice reduction under section F-3.3., if the Provider subsequently exceeds the same performance measure during the subsequent invoice period by the same or greater percentage than in the reduced invoice period, the Provider may submit a supplemental invoice, demonstrating the measure has been subsequently attained and requesting payment of the reduced portion of the original invoice.

F-3.5. If the Provider does not meet the same performance measure for three or more consecutive months, the Department shall apply the provisions of Section 6.1 of the Standard Contract. Corrective active plans required

under **Section 6.1.** may result in a reduction in future funding under this Contract, at the Department's sole discretion.

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EXHIBIT F1 - INVOICE

CAT MONTHLY INVOICE			
PROVIDER NAME	Charlotte Behavioral Health Care Inc	CONTRACT NO.	QH8CH
FEDERAL ID #	59-1234922	VENDOR ID (if different from Federal ID#)	
ADDRESS	1700 Education Ave Punta Gorda, FL 33950		
INVOICE NUMER		INVOICE PERIOD	
INVOICE AMOUNT		TOTAL AMOUNT OF PREVIOUS PAYMENTS	
TOTAL CONTRACT AMOUNT		CONTRACT BALANCE AFTER THIS PAYMENT	
Service Unit Description		One month of CAT services provided to a minimum of 35 eligible individuals in accordance with Contract Sections C-1 and C-2	
Fixed Fee Amount Requested			
Supporting Documentation Submitted		Exhibit C1 for the month of _____	
CERTIFICATION & APPROVAL			
I certify the above to be accurate and in agreement with this agency's records and with the terms of this agency's contract with the Department. Additionally, I certify that all client demographic and service event data have been submitted to the Department in accordance with the terms and conditions of this contract.			
Authorized Signature		Authorized Name and Title (Print)	
Date Submitted			
For DCF Contract Manager use only:			
Date Invoice Received:			
Date Goods/Services Received:			
Date Inspected and Approved:			
Financial Consequences Applied? Yes ____ No ____	Description		
	Reduction Amount		
	Approved Payment Amount		
Approved by:			
Payment Funding Codes:			

ATTACHMENT 1

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

MONITORING

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

AUDITS

PART I: FEDERAL REQUIREMENTS

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

In the event the recipient expends \$500,000 (\$750,000 for fiscal years beginning on or after December 26, 2014) or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 (\$750,000 for fiscal years beginning on or after December 26, 2014) in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

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

PART II: STATE REQUIREMENTS

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

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

PART III: REPORT SUBMISSION

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

- A. Contract manager for this contract (1 copy)
- B. Department of Children & Families (1 electronic copy and management letter, if issued)

Office of the Inspector General
Single Audit Unit
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700
Email address: single.audit@myflfamilies.com

- C. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<http://harvester.census.gov/fac/collect/dde/index.html>

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

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

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

Providers, when submitting audit report packages to the Department for audits done in accordance with 2 CFR §§ 200.500-200.521, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), CF Standard

Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

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

ATTACHMENT 2

This Attachment contains the terms and conditions governing the Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate".

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

- 1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Provider.
- 1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Attachment shall refer to the Department.
- 1.2.3 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.2.4 "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a Business Associate delegates a function, activity, service, other than in the capacity of a member of the workforce of such Business Associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;
- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR § 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- 2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
- 2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach);
- 2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;
- 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S.;
- 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
- 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department;
- 2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their Business Associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);
- 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- 2.1.15 To the extent the Business Associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

- 3.1 The Business associate may only use or disclose protected health information covered under this Attachment as listed below:
- 3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.
 - 3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.
 - 3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.
 - 3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.
 - 3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department of Children and Families with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. §164.501).
 - 3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).
 - 3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- 4.1 Covered entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- 4.2 Covered entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.
- 4.3 Covered entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Section 5. Termination

- 5.1 Termination for Cause

CF Standard

Integrated Contract 2016

- 5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:
 - 5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;
 - 5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or
 - 5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

- 5.2.1 Upon termination of this Attachment for any reason, Business Associate, with respect to protected health information received from covered entity, or created, maintained, or received by Business Associate on behalf of covered entity, shall:
 - 5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;
 - 5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
 - 5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
 - 5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
 - 5.2.1.6 The obligations of Business Associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

- 6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.

FiscalYear	Provider Name	Contract Num	Activity	CF FY	OCA	OCA Title	Base Recurring	Non-Recurring	Carry Forward
2020-2021	Charlotte Behavioral Health Care, Inc. (CBHC)	QG006	500000		MHA00	Managing Entity Services and Supports Provider Activity - Adult Mental Health	\$3,734,090.00		
2020-2021	Charlotte Behavioral Health Care, Inc. (CBHC)	QG006	500000		MHA73	Florida Assertive Community Treatment (FACT) - Administration (Adult)	\$1,214,411.00		
2020-2021	Charlotte Behavioral Health Care, Inc. (CBHC)	QG006	500000		MHA76	Indigent Psychiatric Medication Program (category 101350)	\$54,866.00		
2020-2021	Charlotte Behavioral Health Care, Inc. (CBHC)	QG006	500000		MHACN	ME MH Care Coordination Direct Client Services	\$70,000.00		
2020-2021	Charlotte Behavioral Health Care, Inc. (CBHC)	QG006	500000		MHC00	Managing Entity Services and Supports Provider Activity - Children's Mental Health	\$580,276.00		
2020-2021	Charlotte Behavioral Health Care, Inc. (CBHC)	QG006	500000		MHCBN	Title XXI Children's Health Insurance Program (aka Behavioral Health Network)	\$78,881.00		
2020-2021	Charlotte Behavioral Health Care, Inc. (CBHC)	QG006	500000		MHSFP	Mental Health State Funded Federal Excluded Services	\$1,458.00		
2020-2021	Charlotte Behavioral Health Care, Inc. (CBHC)	QG006	600000		MSA00	Managing Entity Services and Supports Provider Activity - Adult Substance Abuse	\$1,650,086.00		
2020-2021	Charlotte Behavioral Health Care, Inc. (CBHC)	QG006	600000		MSA23	HIV Services	\$0.00		
2020-2021	Charlotte Behavioral Health Care, Inc. (CBHC)	QG006	600000		MSA81	Projects Expansion of Substance Abuse Services for Pregnant Women and their affected families	\$41,883.00		
2020-2021	Charlotte Behavioral Health Care, Inc. (CBHC)	QG006	600000		MSA91	Family Intensive Treatment (FIT)	\$875,475.00		
2020-2021	Charlotte Behavioral Health Care, Inc. (CBHC)	QG006	600000		MSACN	ME SA Care Coordination Direct Client Services	\$59,767.00		
2020-2021	Charlotte Behavioral Health Care, Inc. (CBHC)	QG006	600000		MSC00	Managing Entity Services and Supports Provider Activity - Children's Substance Abuse	\$135,325.00		
2020-2021	Charlotte Behavioral Health Care, Inc. (CBHC)	QG006	600000		MSCBS	Substance Abuse Community Based Services	\$336,450.00		
2020-2021	Charlotte Behavioral Health Care, Inc. (CBHC)	QG006	600000		MSSFP	Substance Abuse State Funded Federal Excluded Services	\$8,401.00		

Performance Measures

Table 2 – Network Service Provider Measures			
Target Population and Measure Description			Network Target
Adult Community Mental Health			
MH003	a.	Average annual days worked for pay for adults with severe and persistent mental illness. (Monthly)	40
MH703	b.	Percent of adults with serious mental illness who are competitively employed. (Monthly)	24%
MH742	c.	Percent of adults with severe and persistent mental illnesses who live in stable housing environment. (Monthly)	90%
MH743	d.	Percent of adults in forensic involvement who live in stable housing environment. (Monthly)	67%
MH744	e.	Percent of adults in mental health crisis who live in stable housing environment. (Monthly)	86%
Adult Substance Abuse			
SA753	a.	Percentage change in clients who are employed from admission to discharge. (Monthly)	10%
SA754	b.	Percent change in the number of adults arrested 30 days prior to admission versus 30 days prior to discharge. (Monthly)	15%
SA755	c.	Percent of adults who successfully complete substance abuse treatment services. (Monthly)	51%
SA756	d.	Percent of adults with substance abuse who live in a stable housing environment at the time of discharge. (Monthly)	94%
Children's Mental Health			
MH012	a.	Percent of school days seriously emotionally disturbed (SED) children attended. (Monthly)	86%
MH377	b.	Percent of children with emotional disturbances (ED) who improve their level of functioning. (Monthly)	64%
MH378	c.	Percent of children with serious emotional disturbances (SED) who improve their level of functioning. (Monthly)	65%
MH778	d.	Percent of children with emotional disturbance (ED) who live in a stable housing environment. (Monthly)	95%
MH779	e.	Percent of children with serious emotional disturbance (SED) who live in a stable housing environment. (Monthly)	93%
MH780	f.	Percent of children at risk of emotional disturbance (ED) who live in a stable housing environment. (Monthly)	96%
Children's Substance Abuse			
SA725	a.	Percent of children who successfully complete substance abuse treatment services. (Monthly)	48%
SA751	b.	Percent change in the number of children arrested 30 days prior to admission versus 30 days prior to discharge. (Monthly)	20%
SA752	c.	Percent of children with substance abuse who live in a stable housing environment at the time of discharge. (Monthly)	93%
Data Submission			
MHD95	a.	Percent of Mental Health consumers that shall be discharged within 210 days of the last service. (Monthly)	95%

MSD95	b.	Percent of Substance Abuse consumers (except Methadone and Prevention) that shall be discharged within 120 days of the last service. (Monthly)	95%
Program Specific Measures			
Behavioral Health Consultant (BHC)			
BHC01	a.	Information from BHC review will be supplied to CPI within one business day. (Monthly)	95%
BHC02	b.	BHC information will assist CPI in FFA completion. (Monthly)	95%
BHC03	c.	BHC will provide training/information sharing in community about the BHC position. (Monthly)	BASELINE
Central Receiving System (CRS)			
CRS01	a.	Reduce drop-off processing time by law enforcement officers for admission to crisis services. (MHC/Gracepoint only; reported as a number) (Monthly)	
		MHC/Gracepoint	N/A
CRS02	b.	Increase participant’s access to community-based behavioral health services after referral. (Monthly)	
		Centerstone – to community-based behavioral health services (CBHS)	N/A
		MHC/Gracepoint – persons served will be linked with behavioral health services within 7 days of discharge from the Centralized Receiving Facility (CRF) or from the acute care units of Gracepoint or ACTS.	N/A
CRS03	c.	Reduce number of individuals admitted to a forensic state mental health treatment facility. (Monthly)	
		Centerstone	N/A
		MHC/Gracepoint	N/A
CRS04	d.	Percent of high utilizers, as defined in RFA10H141, of acute care services served at the Centralized Receiving Facility who do not have primary care services will be successfully linked with primary care and/or a behavioral health medical home within four weeks of discharge from the CRF or acute care units of ACTS or Gracepoint. (Monthly)	
		MHC/Gracepoint	N/A
CRS05	e.	Percent of persons identified as meeting criteria for high need/high utilization who are active in care coordination services will not have an acute care admission while receiving those services. (Monthly)	
		MHC/Gracepoint	N/A
CRS06	f.	Emergency Room Diversion-The average CRF transport pick up time for clients to be transferred to public or private receiving facility from emergency room. (Monthly)	
		Centerstone	N/A
CRS07	g.	This measure is no longer used.	N/A
CRS08	h.	Reduce drop-off processing time by law enforcement officers for admission to crisis services. (Centerstone only; reported as a percentage) (Monthly)	
		Centerstone	N/A
Children’s Mental Health System of Care (CMHSOC) Grant (Directions for Living)			
SOC01	a.	Number Served through CMHSOC Grant: <ul style="list-style-type: none">Year 3/FY 19-20: 64 State FY 19-20 (October 2019- June 2020): 48 (Monthly)	N/A
SOC02	b.	No fewer than 90% of clients served through the CMHSOC Project per quarter are enrolled in the State and, if eligible, the National Evaluations. (Quarterly)	N/A
SOC03	c.	Percent of enrolled consumers who are interviewed using the NOMS questionnaire. (Monthly)	N/A

SOC04	d.	Percent of enrolled consumers who are re-assessed at 6-months using the NOMS questionnaire. (Monthly)	N/A
SOC05	e.	Percent of enrolled consumers who are discharged using the NOMS questionnaire. (Monthly)	N/A
SOC06	f.	Percent of enrolled consumers who complete the USF consent form. (Monthly)	N/A
SOC07	g.	Percent of the families who agree to be contacted by USF for evaluation purposes. (Monthly)	N/A
Clubhouse Services			
CH001	a.	Average annual days worked for pay for adults with severe and persistent mental illness based on a quarterly review. (Quarterly)	N/A
CH002	b.	Percent of adults with serious mental illness who are competitively employed based on a quarterly review. (Quarterly)	N/A
Community Action Team (CAT)			
CAT01	a.	Number of Persons Served Per Month. (Monthly)	35
CAT02	b.	Individuals receiving services shall attend an average percentage of school days each month. (Monthly)	80%
CAT03	c.	Effective once the provider discharges a minimum of 10 individuals each fiscal year, a percentage of individuals receiving services shall improve their level of functioning between admission to discharge, assessed on a year-to-date basis, as determined by the Children's Functional Assessment Rating Scale (CFARS) if the individual is under 18 years of age, or the Functional Assessment Rating Scale (FARS) if the individual is 18 years of age or older. (Monthly)	80%
CAT04	d.	Individuals served will spend a minimum percent of days living in a community setting each month. (Monthly)	90%
CAT05	e.	This measure is no longer used.	N/A
CAT06	f.	Percentage of individuals and families receiving services shall demonstrate improved family functioning as demonstrated by an improvement in the Child Well-Being domain between admission and discharge as determined by the North Carolina Family Assessment Rating Scale for General Services and Reunification (NCFAS-G+R), if the individual is under 18 (effective once the provider discharges a minimum of 10 individuals each fiscal year). (Monthly)	65%
Drop In / Self Help Centers			
DC001	a.	Percent of members who indicate that they would like a referral on the Quality of Life Self-Assessment, will receive an appropriate referral for services based on a quarterly review. (Quarterly)	95%
DC002	b.	Percent of members that complete the Quality of Life Self-Assessment will rate their overall quality of life as fair or greater based on a quarterly review. (Quarterly)	60%
Family Intervention Specialist (FIS) / Motivational Support Specialist (MSS)			
FIS01-FIS06	a-f	The following measures are no longer used: FIS01, FIS02, FIS03, FIS04, FIS05 & FIS06.	N/A
FIS07	g.	Percent of all referrals received will have successful contact made within two (2) calendar days of referral receipt. (Monthly)	60%
FIS08	h.	Percent of all referrals received will have successful contact made within five (5) calendar days of referral receipt. (Monthly)	70%
FIS09	i.	Percent of all referrals received will have an assessment completed within ten (10) calendar days of referral receipt. (Monthly)	35%
FIS10	j.	Percent of all referrals received will have an assessment completed within thirty (30) calendar days of referral receipt. (Monthly)	50%

FIS11	k.	For clients completing assessment and recommended for treatment, first treatment appointment is attended within thirty (30) calendar days of receipt of referral. (Monthly)	50%
Family Intensive Treatment (FIT)			
MSA91A	a.	Percent of parents served will be living in a stable housing environment at time of discharge. (Monthly)	90%
MSA91B	b.	This measure is no longer used.	N/A
MSA91C	c.	This measure is no longer used.	N/A
MSA91D	d.	This measure is no longer used.	N/A
MSA91E	e.	This measure is no longer used.	N/A
MSA91F	f.	This measure is no longer used.	N/A
MSA91G	g.	This measure is no longer used.	N/A
MSA91H	h.	Minimum number of families to be served each year. (Monthly)	24/66 Charlotte/Lee
MSA91I	i.	Percent of parents served will improve their level of functioning as measured by the Daily Living Activities (DLA-20): Alcohol-Drug Functional Assessment. (Monthly)	80%
MSA91J	j.	Percent of parents served who complete a pre and post Adult Adolescent Parenting Inventory (AAPI-2) will improve their parenting functioning as measured on the AAPI-2 between admission and discharge. (Monthly)	80%
Florida Assertive Community Treatment (FACT)			
FACT01	a.	Percent of adults with severe and persistent mental illnesses who live in a stable housing environment. (Monthly)	90%
FACT02	b.	Average annual days worked for pay for adults with a severe and persistent mental illness. (Monthly)	40
FACT03	c.	Percent of all individuals enrolled will maintain or show improvement in their level of functioning as measured by the Functional Assessment Rating Scale (FARS). (Monthly)	75%
FACT04	d.	Percent of staffing requirements will be maintained monthly. (Monthly)	90%
FACT05	e.	Percent of all individuals enrolled will be admitted to a state mental health treatment facility while receiving FACT services or within thirty (30) days of discharge from the program. (Monthly)	5%
FACT06	f.	Percent of all individuals enrolled shall have a completed psychiatric/social functioning history time line within one hundred twenty (120) days of enrollment with written documentation of the service occurrence in the clinical record. (Quarterly)	90%
FACT07	g.	Percent of all individuals enrolled shall receive work-related services toward a goal of obtaining employment (unless the individual refuses) within one (1) year of enrollment with written documentation of the service occurrence in the clinical record. (Quarterly)	50%
FACT08	h.	Percent of all individuals enrolled shall receive housing services toward a goal of obtaining independent, integrated living within one (1) year of enrollment with written documentation of the service occurrence in the clinical record. (Quarterly)	90%
FACT09	i.	Percent of all initial assessments shall be completed on the day of the person's enrollment with written documentation of the service occurrence in the clinical record. (Quarterly)	90%
FACT10	j.	Percent of all comprehensive assessments shall be completed within sixty (60) days of the person's enrollment with written documentation of the service occurrence in the clinical record. (Quarterly)	90%

FACT11	k.	Percent of all individuals enrolled shall have an individualized, comprehensive recovery plan within ninety (90) days of enrollment with written documentation of the service occurrence in the clinical record. (Quarterly)	90%
Forensic Multidisciplinary Team (FMT) (MHC/Gracepoint)			
FMT01	a.	Percent of adults in forensic involvement who live in a stable housing environment. (Monthly)	N/A
FMT02	b.	Percent of adults in forensic involvement who are not readmitted to a Crisis Stabilization Unit (CSU) within 90 days of discharge. (Monthly)	N/A
FMT03	c.	Percent of adults in forensic involvement diverted from incarceration. (Monthly)	N/A
FMT04	d.	Individuals to be served. (Monthly)	N/A
Partnership for Success (PFS) / Drug Epidemiology Networks (DENs)			
PFS01	a.	<p>Submit a monthly report no later than the 10th of the month into the Performance Based Prevention System (PBPS) to include:</p> <ul style="list-style-type: none"> • The number of people reached by each Institute of Medicine prevention category (i.e. universal, selective, indicated) • The number of people reached by demographic categories (race, gender, age) • The number of people reached by each of the six prevention strategies (i.e. prevention education, problem identification and referral, information dissemination, environmental strategies, alternative activities, community-based processes) • The number of evidence-based programs (EBP) implemented by subrecipient communities: <ul style="list-style-type: none"> ○ Assist funded communities in building their capacity to address their needs and prevention priority(ies) ○ Select, implement, and evaluate evidence-based prevention programs, policies, and practices that best address the selected prevention priority(ies) ○ The number, type, and duration of evidence-based interventions implemented by the six prevention strategies specified in Section 4.a.iv. of Guidance Document 30 <p>(Monthly)</p>	N/A
PFS02	b.	<p>Conduct one meeting per month to include the following information:</p> <ul style="list-style-type: none"> • Monthly meeting minutes • Membership information – each DEN shall include a minimum of six (6) representatives of the following community stakeholders: <ul style="list-style-type: none"> ○ Public health offices ○ Law enforcement agencies ○ Education and community development ○ Substance abuse recovery and treatment providers • DEN activities • A summary of the major highlights, including any emerging drug trends within the county that are relevant to the substances of interest to include: <ul style="list-style-type: none"> ○ Medical examiner information ○ Law enforcement information ○ Naloxone administration from private and public providers and pharmacy information <p>(Monthly)</p>	N/A

PFS03	c.	Attend all required meetings via web, face-to-face, phone (as dictated to be reported monthly). (Monthly)	N/A
PFS04	d.	One representative from each DEN shall attend an annual State Epidemiological Outcomes Workgroup (SEOW) meeting prior to the delivery of the SEOW Annual Report to include all elements outlined in Reporting Template 19 and Guidance Document 30 . (Monthly)	N/A
PFS05	e.	Each year using the Florida Youth Substance Abuse Survey (FYSAS) and Community data, DENs will enter annual outcome data into PBPS no later than October 1 of each year, in coordination with the PFS Lead evaluator, using the data sources specified in Table 2 of Guidance Document 30 . (Monthly)	N/A
PFS06	f.	Each DEN will submit a DEN surveillance report using county-level data by conducting an analysis of the data elements specified in Reporting Template 19 . Each DEN shall upload a completed analysis into PBPS no later than July 31 st . (Monthly)	N/A
Prevention			
SA001	a.	Percent of tasks and activities that shall be completed as outlined in the Work Plan (PPT). (Monthly)	N/A
SA002	b.	Percent of department-identified errors that shall be corrected within thirty (30) days of notification. (Monthly)	N/A
SA003	c.	A minimum percentage of data submitted monthly shall be submitted by the due date. (Monthly)	N/A
PPG01	d.	Percentage increase in knowledge between pre-post test average group scores from N/A curriculum (calculated as (post test avg - pre test avg) / pre test average). (Quarterly)	N/A
PPG02	e.	Attendance at each Quarterly Regional Meeting. (Quarterly)	N/A
PPG03	f.	Participation in both mandatory quarterly Workgroup Conference Calls (Community Health & Wellness and SPF/Strategic Planning). (Quarterly)	N/A
PPG04	g.	Will attend one conference annually (One participant per PPG). (Annually)	N/A
PPG05	h.	All data requested will be entered into the Performance Based Prevention System (PBPS). (Monthly)	N/A
PPG06	i.	Percent of department-identified errors that shall be corrected within thirty (30) days of notification. (Monthly)	N/A
PPG07	j.	Baycare: Pledges are to be signed through the "Talk It Up, Lock It Up" campaign each year. (Quarterly)	N/A
PPG08	k.	Baycare: Completion of Communities Mobilizing for Change on alcohol environmental scans. (Quarterly)	N/A
PPG09	l.	Drug Free Charlotte: Annualized increase of awareness in Social Norms (minimum of 100 surveys per school for annual pre/post and a minimum 30 surveys per school for midyear quarters). (Quarterly)	N/A
PPG10	m.	Drug Free Charlotte: Number of unique messages to be sent to parents through school distribution mechanisms (Parent school pick ups, school newsletters, school websites, etc.) each year. (Quarterly)	N/A
PPG11	n.	Drug Free Charlotte: Minimum number of sessions per year are to be held at the Crossroad Hope Academy. (Quarterly)	N/A
PPG12	o.	Drug Free Charlotte: Minimum participants (duplicated) who will be served at the Crossroad Hope Academy each year. (Quarterly)	N/A
PPG13	p.	Hanley Center Foundation: Percent of parents who will complete the Active Parenting Now program each year. (Quarterly)	N/A

PPG14	q.	Hanley Center Foundation: Will conduct one programmatic training per PPG. (Annually)	N/A
PPG15	r.	Hanley Center Foundation: Will conduct one Youth Leadership Summit per PPG. (Annually)	N/A
PPG16	s.	Drug Free Manatee: Drug Free Youth (D-Fy): Percent of students will pass drug screening each quarter (minimum 10% of members are screened each quarter). (Quarterly)	N/A
PPG17	t.	Drug Free Manatee: Parents Who Host, Lose the Most: Minimum campaign distributions of messages sent to parents annually. (Quarterly)	N/A
PPG18	u.	Drug Free Mantee: Safe Festivals: Minimum number of festival volunteers receiving a Safe Festival training and certificate. (Quarterly)	N/A
SOAR			
SOAR1	a.	Maintain a minimum completion rate of applications completed and submitted within 60 days of the Protective Filing Date. (Monthly)	75%
SOAR2	b.	Maintain a minimum rate of submitted applications approved on the initial submission. (Monthly)	65%
SOAR3	c.	Achieve a minimum quarterly target for completed SSI/SSDI applications. (1 per quarter/total 4 per year) (Quarterly)	1 / 4
Provider Specific Measures			
Baycare Behavioral Health, Inc.			
BC003	a.	Maintain adult and youth (family) participation in community based substance abuse prevention efforts (i.e. community education and skills presentations/trainings related to the National Prevention Strategies). (Monthly)	N/A
BC004	b.	Increase the number of unduplicated youth and families reached via care coordination services by 25% over baseline. (Monthly)	N/A
BC005	c.	Increase the number of youth reached via psycho-educational and social emotional groups by 25% over baseline. (Monthly)	N/A
BC006	d.	Increase the number of families that receive information on how to reduce unintentional injury- mortality rates of youth by 10% over baseline. (Monthly)	N/A
BC007	e.	Increase the number of parents of at risk youth reached via LPN Outreach services by 25% over baseline. (Monthly)	N/A
BC008	f.	Increase the number of youth reached via evidenced based curricula by 25% over baseline. (Monthly)	N/A
BC009	g.	Percent of children enrolled in Early Childhood Court (ages 0-3) who receive an Early Steps referral for a developmental screening. (Monthly)	N/A
BC010	h.	Percent of parents of abused and neglected children enrolled in Early Childhood Court who are screened for substance abuse. (Monthly)	N/A
BCV01	i.	Percent change in the number of Veterans and/or Family Members admitted to residential or outpatient treatment arrested 30 days prior to admission versus 30 days prior to discharge. (Monthly)	N/A
BCV02	j.	Percent of Veterans and/or Family Members who successfully complete Residential or Outpatient Treatment. (Monthly)	N/A
BCV03	k.	Percent of Veterans and/or Family Members not readmitted to detoxification within 30 days of discharge. (Monthly)	N/A
BCV04	l.	Percent of Veterans and/or Family Members initiated into treatment services within 5 days of completed assessment. (Monthly)	N/A
BCV05	m.	Percent of Veterans or Family Members who live in Stable Housing. (Monthly)	N/A
BCV06	n.	Veteran and/or Family Member Number Served. (Monthly)	N/A
Centerstone of Florida			

PRP01	a.	Number of consumers served through Psychiatric Residency Program. (Monthly)	N/A
Crisis Center of Tampa Bay			
CC001	a.	Veterans who speak with a Veteran peer within 24 hours of first contact. (Monthly)	N/A
CC002	b.	Veterans who receive Short-Term Care Coordination. (Monthly)	N/A
CC003	c.	Safety Plans successfully implemented for Veterans. (Monthly)	N/A
First Step of Sarasota			
FS001	a.	Increase rate of assessments completed within 10 days of parents who enter through the Family Safety Program (baseline established in May and June of FY 18/19) of 39% (28/71) to 44% for the period 10/1/19 to 6/30/20. (Monthly)	N/A
FS002	b.	Increase rate of treatment engagement within 30 days of parents who enter through the Family Safety Program (baseline established in May and June of FY 18/19) of 62% (23/37) to 65% for the period 10/1/19 to 6/30/20. (Monthly)	N/A
FS003	c.	Increase rate of stable housing at discharge for Family Safety Program clients (baseline established in May and June of FY 18/19) of 81% (44/54) to 84% for the period 10/1/19 to 6/30/20. (Monthly)	N/A
Jewish Family & Children's Services of the Suncoast			
JF001	a.	Percent of clients will be linked with a provider. (Monthly)	N/A
JF002	b.	Of the 90% of clients that are linked with a provider, 30% will be engaged and have attended the appointment. (Monthly)	N/A
JF003	c.	Percent reduction in Baker Acts and hospitalizations. (Quarterly)	N/A
JF004	d.	Percent of children and youth who will be diverted from re-engagement in the criminal justice system. (Quarterly)	N/A
Mental Health Care, Inc. d/b/a Gracepoint			
GP001	a.	Minimum percent of individuals discharged who will not be readmitted to a crisis stabilization unit within 90 days of discharge. (Monthly)	N/A
GP002	b.	Minimum percent of individuals served who will have attained at least one goal identified on their individual care plan at time of discharge. (Monthly)	N/A
GPL01	c.	Percentage of individuals referred to the Provider for services will be processed with a determination regarding acceptance or denial made within seven calendar days of receipt of the referral until such time as the Provider's facility is at maximum census. (Monthly)	N/A
GPL02	d.	Percentage of individuals referred and accepted by the Provider for services will be admitted to the Provider's facility within seven calendar days of acceptance upon court approval and when a bed is available. (Monthly)	N/A
GPL03	e.	Percentage of individuals admitted for services who will be subsequently discharged to a less restrictive level of care. (Monthly)	N/A
GPL04	f.	Data shall be collected in order to establish a baseline to determine the average length of stay for individuals admitted for services for the following target groups: <ul style="list-style-type: none"> Individuals deemed ITP that are diverted from admission to State Forensic Mental Health Treatment Facilities. Individuals deemed ITP that are approved by the court for Conditional Release from State Forensic Mental Health Treatment Facilities. Individuals deemed NGI and are approved by the court for Conditional Release. (Monthly)	N/A
Mental Health Community Centers, Inc.			
MHCC01	a.	Percentage of individuals who return to CSU or Detox after 45 days of receiving the PAL program shall not exceed. (Monthly)	N/A

MHCC02	b.	Percentage of individuals served by Peer Specialists that improve and/or remain the same on their Treatment Planning goals from admission to discharge and who engage in peer services for a period of 90 days or more. (Monthly)	N/A
MHCC03	c.	Percentage of individuals served by Peer Specialists will not readmit to CSU or Detox within 30 days of their last discharge. (Monthly)	N/A
Success 4 Kids & Families			
FEP01	a.	Annual number of participants to be served in FEP program.	N/A
The Salvation Army			
SAL01	a.	Shall maintain the appropriate level of licensure for the contracted program(s) in accordance with Chapter 397, F. S., and Chapter 65D-30, F.A.C. (Monthly)	N/A
SAL02	b.	Over the fiscal year, an average number of individuals that achieve successful discharge from the program. (Monthly)	N/A
SAL03	c.	All individuals admitted to the program shall receive a minimum of 3.5 hours of weekly mental health services. (Monthly)	N/A
Veterans Alternative			
VA001	a.	Over the fiscal year, will serve seven participants per month within the Veterans Alternative Retreat Program. (Monthly / Annual Total)	N/A

Table 3 – Network Service Provider Output Measures – Persons Served For Fiscal Year 2020-2021			
	Descriptor	Service Category	Contract Total Served
Adult Mental Health	AMH01	Residential Care	43
	AMH02	Outpatient Care	1,950
	AMH03	Crisis Care	392
	CRSNA	Crisis Care – Centralized Receiving System	N/A
	AMH04	State Hospital Discharges	N/A
	AMH05	Peer Support Services	10
Children’s Mental Health	CMH01	Residential Care	N/A
	CMH02	Outpatient Care	380
	CMH03	Crisis Care	72
	CRSNC	Crisis Care – Centralized Receiving System	N/A
	CMH04	SIPP Discharges	N/A
Adult Substance Abuse	ASA01	Residential Care	65
	ASA02	Outpatient Care	610
	ASA03	Detoxification	321
	ASA04	Women’s Specific Services	6
	ASA05	Injecting Drug Users	294
	ASA07	Peer Support Services	30
Children's Substance Abuse	CSA01	Residential Care	N/A
	CSA02	Outpatient Care	204
	CSA03	Detoxification	N/A
	N/A	SIPP Discharges	N/A
	P02A	Prevention – Persons Served	N/A
	P02B	Prevention PPG – Persons Served	N/A

Table 4 – Network Service Provider Output Measures – Participants Served For Fiscal Year 2020-2021			
	Descriptor	Service Category	Contract Total Served
Mental Health	NCS104	Crisis Support/Emergency	602
	NCS107	Drop-In/Self-Help	3,245
	NCS115	Outreach	178
	NCS130	Information & Referral	N/A
	NCS140	Mental Health Clubhouse	N/A
	NCS144	Comprehensive Community Service Team (CCST) – Individual	N/A
Substance Abuse	NCS204	Crisis Support/Emergency	245
	NCS215	Outreach	248
	NCS230	Information & Referral	N/A
	P01A	Prevention – Number of Participants	N/A
	P01B	Prevention PPG – Number of Participants	N/A