

**STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
STANDARD CONTRACT**

<p>Contract Number: QHME2 93.150, 93.558, 93.767, 93.778, 93.788, ALN Number(s): 93.958, 93.959, 93.243, 93.032, 93.104 60.114, 60.153, 60.155, 60.163, 60.355, CSFA Number(s): 60.257</p>	<p>Services: <input type="checkbox"/> Client <input checked="" type="checkbox"/> Non-Client Type: <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor Funds: <input checked="" type="checkbox"/> Federal <input checked="" type="checkbox"/> State</p>
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THIS CONTRACT is entered into between the State of Florida, **Department of Children and Families, (Department)** and **Central Florida Behavioral Health Network, Inc., (Provider)**. The Department and the Provider agree as follows:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1. Purpose and Contract Amount

The Department is engaging the Provider to serve as the Managing Entity in Charlotte, Collier, DeSoto, Glades, Hardee, Hendry, Highlands, Hillsborough, Lee, Manatee, Pasco, Pinellas, Polk, and Sarasota Counties, for the planning, coordinating, and subcontracting of the Provider Network, as defined by section 394.9082(2)(f), Florida Statutes, thereby providing a comprehensive array of Behavioral Health Services to individuals, including emergency, acute care, residential, outpatient, recovery support, consumer support, and prevention services, as further identified in this Contract, with payment as provided in **Section 3**, in an amount not to exceed **\$1,180,597,470.00** (Contract Amount).

1.2. Effective and End Date

This Contract shall be effective **July 1, 2025**, or the last party signature date, whichever is later (Effective Date). The service performance period under this Contract shall commence on **July 1, 2025**, or the Effective Date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **June 30, 2030**, (End Date), subject to the survival of terms provisions of **7.4**. Any earlier termination of this Contract amends the End Date. This Contract may be renewed in accordance with §§287.057(14) or 287.058(1)(g), Florida Statutes (F.S.).

1.3. Official Payee and Party Representatives

The name, address, telephone number and e-mail address of the Department and the Provider’s representatives for this Contract are as follows:

1.3.1. Provider: Official Payee

Name: Julie Patel
 Address: 719 South U.S. Highway 301
 City: Tampa
 State: Florida Zip: 33619
 Phone: (813) 740-4811 Ext.: 230
 E-mail: jpatel@cfbhn.org

1.3.2. Provider: Financial & Administrative Records

Name: Julie Patel
 Address: 719 South U.S. Highway 301
 City: Tampa
 State: Florida Zip: 33619
 Phone: (813) 740-4811 Ext.: 230
 E-mail: jpatel@cfbhn.org

1.3.3. Provider: Program Administrator & Primary Point of Contact

Name: Carrie Hartes
 Address: 719 South U.S. Highway 301

1.3.4. Department: Contract Manager & Primary Point of Contact

Name: Christopher Morris
 Address: 2415 N. Monroe Street, Suite 400

City:	Tampa			City:	Tallahassee		
State:	Florida	Zip:	33619	State:	Florida	Zip:	32303
Phone:	(813) 740-4811	Ext.:	235	Phone:	(850) 717-4424	Ext.:	
E-mail:	chartes@cfbhn.org			E-mail:	christopher.morris@myflfamilies.com		

1.3.5. Changes to contact information for persons identified in **1.3** can be by Notice.

1.4. Notices

Unless stated otherwise, Notices between the Provider and the Department regarding this Contract shall be in writing and directed to the Contract Manager or Provider Representative by certified mail, courier service, email, personal delivery, or as identified by the Department. Notices will be deemed received upon actual receipt.

1.5. Contract Document

1.5.1. The headings contained in this Contract are for reference purposes only and shall not affect the meaning of this Contract.

1.5.2. Any telephone numbers and hyperlinks in this Contract are supplied to put the Provider on notice, such telephone numbers and hyperlinks existed at the time of this Contract’s entry. It is the Provider’s duty to stay abreast of any updates to such telephone numbers and hyperlinks without amending this Contract.

1.5.3. In this Contract “business days” refers to those days that are not weekends, do not fall under §110.117(1) – (2), F.S., or are administrative closures declared by the Governor. “Days,” without modification, are calendar days.

1.5.4. The terms and conditions set forth in this Contract that conflict with PUR 1000 constitutes special contract conditions as contemplated by Rule 60A-1.002, Florida Administrative Code (F.A.C.).

1.6. Contract Composition

1.6.1. This Contract is composed of the documents listed in this section. In the event of any conflict between the documents, the documents shall be interpreted in the following order of precedence:

1.6.1.1. Exhibits A through F2;

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

1.6.1.3. Part 1 of this Contract, including Standard Contract Definitions, located at: <https://www.myflfamilies.com/general-information/contracted-client-services/library;>

1.6.1.4. Attachments 1 through **1;**

1.6.1.5. PUR 1000 Form, located at: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms; and

1.6.1.6. Any incorporated attachments submitted by the Provider.

1.6.2. Notwithstanding the order of precedence indicated, for purchases based on a state term contract or an enterprise alternative contract source procured for state agency use by the Department of Management Services, the terms of the underlying state term contract or Department of Management Services enterprise alternative contract source agreement shall prevail over conflicting terms in other documents in the order of precedence, unless by the terms of that underlying state term

contract or alternative contract source agreement the "Customer" is explicitly authorized to vary the terms to the State's detriment.

1.7. MyFloridaMarketPlace Transaction Fee

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

2. STATEMENT OF WORK

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

2.1. Scope of Work

The Scope of Work is described in **Exhibit B**.

2.2. Task List

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

2.3. Deliverables

The deliverables are described in **Exhibit D**.

2.4. Performance Measures

To avoid contract termination, the Provider's performance must meet the minimum acceptable level of performance set forth in **Exhibit E**, regardless of any other performance measures in this Contract. During any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, the Department may delay or deny payment for deliverables and also apply financial consequences.

3. PAYMENT, INVOICE AND RELATED TERMS

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

3.1. Prompt Payment and Vendor Ombudsman

Per §215.422, F.S., the Department has five business days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract elsewhere specifies otherwise. The Department determination of acceptable services shall be conclusive. The Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. For any amount that is authorized for payment but is not available within 40 days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved

(or within 35 days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in §215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

3.2. Method of Payment

The Provider shall be paid in accordance with **Exhibit F**.

3.3. Invoices

3.3.1. The Provider shall submit invoices for payment, including any permitted travel expenses in this Contract, in accordance with §287.058(1)(a) – (b), F.S.

3.3.2. The Department will not pay any invoice for payment received more than 30 days after this Contract ends or is terminated. Any payment due may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

3.4. Financial Consequences

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

3.5. Overpayments and Offsets

The Provider shall return erroneous payments, overpayments, or payments disallowed by this Contract (including payments made for services subsequently determined by the Department to not be in full compliance with this Contract's requirements) or law, including interest at a rate established per §55.03(1), F.S., within 40 days after discovery by the Provider, audit, or the Department. The State or the Department may recover against such payments by deduction from subsequent payments under this or any other contract with the Provider, or any other lawful method. If this Contract involves federal or state financial assistance, the following applies: The Provider shall return to the Department unused funds, accrued interest earned, and unmatched grant funds, as detailed in the Final Financial Report, within 60 days of the End Date.

3.6. Rural Opportunities

If the Provider is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in §288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Contract to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting the criteria, the Provider may elect in writing to exercise this provision as defined in §215.971(1)(h), F.S.

4. GENERAL TERMS AND CONDITIONS

4.1. Legal Compliance

4.1.1. The Provider shall comply with, and ensure its subcontractors, subgrantees, and others it arranges to provide deliverables comply with:

4.1.1.1. Applicable laws, rules, codes, ordinances, certifications, licensing requirements, and the Department's Children and Families Operating Procedures (CFOP);

4.1.1.2. Department of Financial Services' (DFS) "Reference Guide for State Expenditures" and active DFS Comptroller or Chief Financial Officer Memoranda. If this Contract is funded by state financial assistance, those funds may only be used for allowable costs between the Effective Date and the End Date. Absent the Department's authorization, unused state financial assistance funds must be returned to the Department;

4.1.1.3. Support for individuals with a disability or with limited English proficiency. The Provider and its subcontractors shall comply with CFOP 60-16, located at: <https://www.myflfamilies.com/resources/policies-procedures/cfop-060-human-resources>, which includes completing the Civil Rights Compliance Checklist, (Form CF 946) within 30 days of the Effective Date and annually by the date specified in CFOP 60-16, thereafter;

4.1.1.4. For Nutritional Programs and Activities funded through the Department's Office of Economic Self-Sufficiency, the Provider and its subcontractors shall also comply with USDA Food & Nutrition Service Instruction FNS-113-1 to ensure civil rights compliance and prohibit discrimination in nutrition programs and activities;

4.1.1.5. Funds provided under this Contract for the purchase of or improvements to real property are contingent upon the Provider granting the State a security interest in the property at least to the amount of the State funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of funds for this purpose, if the Provider disposes of the property before the State's interest is vacated, the Provider shall refund the pro-rata share of the State's initial investment $[(\text{initial investment}) \times (\text{length of time from purchase to disposal/the term of the security interest})]$; and

4.1.1.6. If the Provider has one or more contracts for services with the Agency for Persons with Disabilities, or the Departments of Health, Elderly Affairs, or Veteran's Affairs, the Provider shall provide the following by Notice on each of those contracts:

4.1.1.6.1. The name of the issuing state agency and the applicable office or program;

4.1.1.6.2. Identifying name and number;

4.1.1.6.3. Starting and ending date;

4.1.1.6.4. Total dollar amount;

4.1.1.6.5. Purpose and the types of services provided; and

4.1.1.6.6. Name and contact information for the state agencies' Contract Manager.

4.2. Certifications and Attestations

4.2.1. **Common Carrier.** If the Provider is a common carrier or any of its subcontractors are a common carrier, the Provider and/or its subcontractors must complete an attestation (PUR 1808) as required by §908.111, F.S. and Rule 60A-1.020, F.A.C. A violation of the attestation by the Provider or subcontractor shall be grounds for termination with cause. Extensions, amendments, and renewals are subject to the requirements of §908.111, F.S.

4.2.2. **Foreign Countries of Concern Prohibition.** If the Provider has access to an individual's

Personal Identifying Information as defined in Rule 60A-1.020, F.A.C, and §501.171, F.S. the Provider and/or its subcontractors must complete an attestation (PUR 1355) as required by §287.138, F.S. and Rule 60A-1.020, F.A.C. A violation by the Provider or subcontractor shall be grounds for consequences as provided in §287.138, F.S. Extensions and renewals are subject to the requirements of §287.138, F.S.

4.2.3. Sudan, Iran, Cuba, Syria, and Israel Certifications. Where applicable, in compliance with §287.135(5), F.S., the Provider certifies the Provider is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and that it does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel.

4.2.4. Certification Regarding Lobbying. If this Contract contains Federal funding in excess of \$100,000, the Provider certifies clauses **4.2.4.1 – 4.2.4.3**. If an Amendment to this contract causes the Federal funding to exceed \$100,000, the Provider must, prior to amendment execution, complete the Certification Regarding Lobbying form, and return it to the Contract Manager.

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

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

4.2.4.3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.3. Use of Funds for Lobbying Prohibited

Contract funds are not used for lobbying the Legislature, the judicial branch, or a State Agency. §§11.062 and 216.347, F.S.

4.4. Use of Funds for Diversity, Equity, and Inclusion Prohibited

No State funding under this Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" (DEI). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

4.5. Coercion for Labor or Services Prohibited

In accordance with §787.06(13), F.S., under penalty of perjury, the Provider's duly authorized official

and signatory hereof, declares the Provider does not use coercion for labor or services as those terms are defined in §787.06(2), F.S.

4.6. Independent Contractor, Subcontracting and Assignments

4.6.1. In performing its obligations under this Contract, the Provider is an independent contractor and not an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. The Provider, its agents, employees, subcontractors, or assignees shall not represent to others they are agents of or have the authority to bind by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees due to performing the duties or obligations of this Contract.

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

4.6.3. The Provider shall not assign its responsibilities under this Contract to another party, in whole or in part, without prior written approval of the Department. Such assignment occurring without prior approval of the Department shall be null and void.

4.6.4. The State of Florida may assign, in whole or part, its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida or to a provider of the Department's selection.

4.6.5. Additional Terms if Subcontracting is Permitted

4.6.5.1. The Provider cannot subcontract for any of the work contemplated under this Contract without the Department's prior written approval. The Provider shall take all actions necessary to ensure each subcontractor of the Provider is an independent contractor and not an officer, employee, or agent of the State of Florida.

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

4.6.5.3. The Provider shall include the substance of all clauses contained in this Contract relevant to subcontractor compliance in all subcontracts and any sub-subcontracts.

4.7. Indemnity

4.7.1. This is the sole term covering indemnification. No other indemnification clause applies to this Contract. The Provider shall indemnify the Department, where indemnification is not limited by law, as follows:

4.7.1.1. Personal Injury and Damage to Real or Tangible Personal Property. The Provider shall be fully liable for, and fully indemnify, defend, and hold harmless the State, the Department, and their officers, agents, and employees, from any suits, actions, damages, attorneys' fees, and costs of every name and description, arising from or relating to personal injury and damage to real

or personal tangible property allegedly caused in whole or in part by the Provider, provided however, the Provider need not indemnify, defend and hold harmless the State or the Department for that portion of any loss or damages proximately caused by the negligent act or omission of the State, the Department, and their officers, agents, and employees. However, should conflict arise between the terms of this agreement and §§39.011, 394.9085, and 409.993, F.S., these statutory provisions control.

4.7.1.2. Intellectual Property Liability. The Provider shall fully indemnify, defend, and hold harmless the State, the Department, and their officers, agents, and employees from any suits, actions, damages, attorney's fees, and costs of every name and description, arising from or relating to violation or infringement of a trademark, copyright, patent, trade dress, trade secret or other intellectual property right. This intellectual property liability indemnification obligation will not apply to the Department's misuse or modification of the Provider's products or the Department's operation or use of the Provider's products in a manner not contemplated by this Contract. If any product is the subject of an infringement suit, or in the Provider's opinion, is likely to become the subject of such a suit, the Provider shall, at its sole expense, procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Provider is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Provider shall remove the product and refund the Department the amounts paid more than a reasonable rental for past use. The State and the Department will not be liable for any royalties, or licensing fees, not included in this Contract.

4.7.1.3. Actions Related to this Contract. The Provider shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, employees, and agents from any suits, actions, damages, fines, claims, assessments, attorney's fees, and costs of every name and description, arising from or relating to any acts, actions, breaches, neglect, or omissions of the Provider related to this Contract, as well as for any determination arising out of or relating to this Contract that the Provider is not an independent contractor vis-a-vis the Department.

4.7.2. Subcontracts. The Provider shall include in all subcontracts and ensure all resulting contracts include the requirement that such resulting contractors indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, arising from or relating to any alleged act or omission by subcontractors, their officers, employees, agents, partners, subcontractors, assignees, or delegees alleged caused in whole or in part by contracted entities, their agents, employees, partners or subcontractors; provided, however, that contracted entities will not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of the Department. The Provider shall indemnify, defend, and hold harmless the State and the Department from the consequences of such a breach.

4.7.3. The indemnification requirement in **4.7.1** does not apply if the Provider is a governmental entity, prohibited by law, or constrained by lack of legal authority, from indemnifying the State, the Department, or other party. In such instances, the Provider remains liable for the Provider's own actions to the extent such liability exists in the absence of the legally impermissible indemnification.

4.7.4. Nothing in this Contract constitutes a waiver of sovereign immunity or consent by the Department, or the State, or its subdivisions to suit by third parties or an agreement by the Department, the State, or its subdivisions to indemnify any person.

4.8. Insurance

4.8.1. Workers' Compensation Insurance (WCI). To the extent and degree required by law, the Provider shall self-insure or maintain WCI covering its employees connected with the services provided hereby. The Provider shall require subcontractors provide WCI for its employees absent coverage by

the Provider's WCI.

4.8.2. General Liability Insurance. The Provider shall secure and maintain, and ensure subcontractors secure and maintain, Commercial General Liability Insurance, including bodily injury, property damage, personal and advertising injury, and products and completed operations. This insurance will provide coverage for all claims that may arise from the services completed under this Contract, whether such services are by the Provider or anyone employed by it. Such insurance shall include the State as an additional insured for the entire length of this Contract. The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract.

4.8.3. Cyber/Network Security and Privacy Liability Insurance. The Provider will, for itself if providing Cyber/Network solutions or handling confidential information, secure and maintain, and ensure any subcontractor providing Cyber/Network solutions or handling confidential information, secure and maintain liability insurance, written on an occurrence basis, covering civil, regulatory, and statutory damages; contractual damages; data breach management exposure; and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information with minimum limits. The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract.

4.8.4. Authorized Insurers and Documentation. All insurance policies will be with insurers authorized, and through insurance agents licensed, to transact business in the State, as required by chapter 624, F.S., or upon approval of the Department with a commercial self-insurance trust fund authorized under §624.462, F.S. The Provider shall provide thirty (30) calendar days written notice of cancellation of any insurance required by 4.8 to the Department. The Provider shall submit certificates of insurance coverage, or other evidence of insurance coverage acceptable to the Department, prior to this Contract execution, and provide the Department 10 days prior Notice of any cancellation or nonrenewal.

4.9. Notice of Legal Actions

The Provider shall Notice the Department within 10 days after becoming aware of potential legal actions or immediately upon notice of actual legal actions against the Provider related to services provided by this Contract, that may impact deliverables or the Department.

4.10. Intellectual Property

4.10.1. Intellectual property rights to all property created or otherwise developed as part of this Contract by the Provider (either directly or through a subcontractor) for the Department as a work made for hire will be owned by the State. The Provider's title to intellectual property not developed as a work made for hire is unaffected. If software is being created as a work for hire the Provider shall deliver to the Department at no additional cost the decompiled source code, data libraries, manuals, documentation, and any other data or material necessary for the software to function as intended and be replicated and modified. If software or other intellectual property is not a work for hire, but is developed through performance of services under this Contract, the State of Florida is granted a perpetual, non-exclusive, non-assignable, royalty-free license to use, copy and modify such intellectual property for state business by any of the State of Florida's departments, subdivisions, or agents.

4.10.2. A thing capable of being trademarked developed in anticipation, or as a result, of this Contract will be trademarked by or on behalf of the Department. Only after the Department declines, by Notice, to hold such trademark, may the Provider trademark such a thing in its own name.

4.10.3. Any website developed in anticipation, or as a result, of this Contract will be placed in a domain of the Department's choice, copyrighted in the Department's name. Only if the Department

declines, by Notice, such placement or copyright, may the Provider copyright such a thing in its own name.

4.10.4. Any inventions or discoveries developed during or as a result of services performed under this Contract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the State. The Provider shall inform the Department of any inventions or discoveries developed or made in connection with this Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State will be the sole owner of all patents resulting from any invention or discovery made in connection with this Contract.

4.10.5. The Provider shall notify the Department of any intellectual property developed in connection with this Contract.

4.10.6. If the Provider is a member of the State University System, the Department's intellectual property rights under **4.10**, will be a fully paid up, perpetual, royalty-free license, including the ability to modify and access to resources unique to the Provider necessary to modify (for software, a decompiled version of the source code).

4.11. Transition Activities

When services that are the subject of the Contract continue through another provider, or the Department, after the End Date, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider, or the Department. This includes the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider, or the Department, no later than the End Date and shall support the requirements for transition specified in a Department-approved Transition Plan, which the Provider shall develop in consultation with the Department.

4.12. Publicity

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

4.13. Sponsorship

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

4.14. Employee Gifts

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

4.15. Mandatory Reporting Requirements

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

4.15.1. A reportable incident is defined in CFOP 180-4.

4.15.2. Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Department's Office of Inspector General and the Contract Manager.

4.15.3. Other reportable incidents shall be reported to the Department's Office of Inspector General within two business days of discovery through the Internet at: <https://www.myflfamilies.com/about/additional-services-offices/office-inspector-general/investigations/inspector-general> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at: IG.Complaints@myflfamilies.com. The Provider and subcontractor shall mail or fax the completed forms to the Office of Inspector General, 2415 North Monroe Street, Suite 400, Tallahassee, Florida, 32303-4190; or (850) 488-1428.

4.16. Employment Screening

4.16.1. As described in CFOP 60-25, Chapter 2 (implementing §110.1127, F.S.), as a condition of initial and continued employment, the Provider shall ensure all staff, whether employees or independent contractors, are screened by the Department in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards in §§435.04, 110.1127, and 39.001(2), F.S., including:

4.16.1.1. Employment history checks

4.16.1.2. Fingerprinting for all criminal record checks;

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

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

4.16.1.5. Security background investigation, which may include criminal record checks by local law enforcement agencies; and

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

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

4.16.3. The Department requires the use of the Office of Inspector General's Request for Reference Check (Form CF 774), stating: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families (Department) or employed with a Contract or Subcontract Provider, a check with the Office of Inspector General (OIG) is required to determine if the individual is or has been the subject of an investigation with the OIG. The request will only be made on the individual that is being recommended to be hired for the position, if that individual has previously

worked for the Department or a Contract or Subcontract Provider, or if that individual is being promoted, transferred, or demoted within the Department or Contract or Subcontract Provider.”

4.17. Human Subject Research

Any human subject research under this Contract within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §289, et seq. may not commence until after review and approval by a duly constituted Institutional Review Board.

5. RECORDS, AUDITS AND DATA SECURITY

5.1. Records, Retention, Audits, Inspections and Investigations

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

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

5.1.3. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 2 CFR §200.337, shall be allowed full access to and the right to examine any of the Provider’s contracts and related records and documents, regardless of their form.

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

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

5.1.6. The Provider shall not withhold any record or attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

5.2. The Provider’s Confidential Information

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

5.2.2. Any claim by the Provider of trade secret confidentiality for any information contained in the

Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:

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

5.2.2.2. The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider expeditiously submit redacted copies of documents marked as trade secret, in accordance with **5.2.2.1**. Accompanying the submission shall be an updated version of the justification under **5.2.2.1**, corresponding specifically to redacted information, either confirming the statutory and factual basis originally asserted remains unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions claimed trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of trade secret information.

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

5.3. Health Insurance Portability and Accountability Act (HIPAA)

Should this Contract involve Provider access to protected health information (PHI) the Provider shall be a "Business Associate" limited to the following permissible uses and disclosures. Reference to a section in the HIPAA Rules means the section as in effect or as amended. The Provider shall assist the Department in amending this Contract to maintain compliance with HIPAA Rules and any other applicable law requirements. Any ambiguity in **5.3** will be interpreted to permit compliance with the HIPAA Rules. Within the Department, the Human Resources Manager for Civil Rights has been designated the HIPAA Privacy Officer.

5.3.1. Catch-all Definitions. The following terms as used in **5.3** have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Unsecured Protected Health Information, and Use.

5.3.2. Specific Definitions for 5.3

5.3.2.1. "Business Associate" has the same meaning as the term "business associate" at 45 CFR §160.103.

5.3.2.2. "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR §160.103, and for purposes of this Contract includes the Department.

5.3.2.3. "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

5.3.2.4. "Subcontractor" has the same meaning as the term "subcontractor" at 45 CFR §160.103 and includes individuals to whom a Business Associate delegates a function, activity, or service, other than as a member of the workforce of such Business Associate.

5.3.3. Obligations and Activities of the Provider

The Provider shall:

- 5.3.3.1.** Not use or disclose PHI except as permitted or required in by **5.3** or law;
- 5.3.3.2.** Use the appropriate administrative safeguards in 45 CFR §164.308, physical safeguards in 45 CFR §164.310, and technical safeguards in 45 CFR §164.312; including policies and procedures regarding the protection of PHI in 45 CFR §164.316 and the provisions of training on such policies and procedures to applicable employees, independent providers, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI Provider may create, receive, maintain or transmit on the Department's behalf;
- 5.3.3.3.** Acknowledge that the foregoing safeguards, policies and procedures requirements apply to the Provider in the same manner as such requirements apply to the Department; and the Provider and Subcontractors are directly liable under the civil and criminal enforcement provisions of §§13409 and 13410 of the HITECH Act, 45 CFR §§164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and resulting U.S. Health and Human Services (HHS) guidance thereon;
- 5.3.3.4.** Report to the Department any use or disclosure of PHI not permitted by **5.3**, including breaches of unsecured PHI as required at 45 CFR §164.410, and any security incident;
- 5.3.3.5.** Notify the Department's HIPAA Security Officer, HIPAA Privacy Officer, and Contract Manager within 120 hours after finding a breach or potential breach of personal and confidential data of the Department; and
- 5.3.3.6.** Notify the Department's HIPAA Privacy Officer and Contract Manager within 24 hours of HHS notification of any investigations, compliance reviews, or inquiries concerning violations of HIPAA;
- 5.3.3.7.** Provide additional information requested by the Department for investigation of or response to a breach;
- 5.3.3.8.** Provide at no cost: Notice to affected parties within 30 days of determination of any potential breach of personal or confidential data of the Department (§501.171, F.S.); implementation of the Department's prescribed measures to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data of the Department; and, immediate actions limiting or avoiding recurrence of any breach or potential breach and any actions required by applicable federal and state laws and regulations regardless of the Department's actions;
- 5.3.3.9.** In accord with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), as applicable, ensure all entities creating, receiving, maintaining, or transmitting PHI on the Provider's behalf are bound to the same restrictions, conditions, and requirements as the Provider by written contract or other written agreement meeting the applicable requirements of 45 CFR §164.504(e)(2) that the entity will appropriately safeguard the PHI. For prior contracts or other arrangements, the Provider shall provide written certification its implementation complies with 45 CFR §164.532(d);
- 5.3.3.10.** Make PHI available in a designated record set to the Department as necessary to satisfy the Department's 45 CFR §164.524 obligations;
- 5.3.3.11.** Make any amendment to PHI in a designated record set as directed or agreed to by the Department per 45 CFR §164.526, or take other measures as necessary to satisfy the Department's 45 CFR §164.526 obligations;
- 5.3.3.12.** Maintain and make available the information required to provide an accounting of disclosures to a covered entity as needed to satisfy the Department's 45 CFR §164.528 obligations;
- 5.3.3.13.** To the extent the Provider carries any obligation under 45 CFR Subpart E, comply with

the requirements of Subpart E that apply to the Department in the performance of that obligation;
and

5.3.3.14. Make internal practices, books, and records available to HHS for determining HIPAA rule compliance.

5.3.4. Provider and its Subcontractors may only use or disclose PHI as listed below:

5.3.4.1. To perform obligations under **5.3**;

5.3.4.2. For archival purposes;

5.3.4.3. If necessary, for (a) proper management and administration or (b) to carry out legal responsibilities;

5.3.4.4. To disclose only if the disclosure is required by law; or (a) reasonable assurances are obtained from the disclosee that PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed, and (b) the disclosee agrees to notify the Provider of any instances in which the confidentiality and security of PHI has been breached;

5.3.4.5. To aggregate with PHI of other covered entities in its possession through its capacity as a Business Associate of such covered entities only to provide Department data analyses relating to Department health care operations (as defined in 45 C.F.R. §164.501);

5.3.4.6. To conform with 45 CFR §164.514(b) in de-identifying PHI; or

5.3.4.7. To follow marketing, fundraising and research guidance in 45 CFR §164.501, 45 CFR §164.508 and 45 CFR §164.514.

5.3.5. Department Notifications Affecting Provider Disclosure of PHI

The Department will notify the Provider, to the extent it may affect Provider's use or disclosure of PHI: of 45 CFR §164.520 limitations in the Notice of Privacy Practices; of changes in, or revocation of, an individual's permission to use or disclose PHI; or of any restriction on the use or disclosure of PHI information the Department has agreed to or is required to abide by under 45 CFR §164.522.

5.3.6. Termination Regarding PHI

5.3.6.1. Termination for Cause. Upon the Department's knowledge of a material breach of the Provider's duties under **5.3**, the Department may: (a) Provide the Provider opportunity to cure the breach within the Department's specified timeframe; (b) Immediately terminate Contract or discontinue access to PHI; or (c) If termination or cure are not feasible, the Department will report the breach to the Secretary of HHS.

5.3.6.2. Provider Obligations Upon Termination. Upon termination, the Provider, with respect to PHI received from the Department, or created, maintained, or received on behalf of the Department, will: (a) retain only PHI necessary to continue proper management and administration or to carry out legal responsibilities; (b) return PHI not addressed in (a) to the Department, or its designee; (c) upon the Department's permission, destroy PHI the Provider maintains in any form; (d) continue to use appropriate safeguards and comply with Subpart C of 45 CFR 164 with respect to electronic PHI to prevent use or disclosure of PHI, other than as provided for in (a) for retained PHI; (e) not use or disclose retained PHI other than for purposes for which PHI was retained and subject to the same conditions which applied prior to termination; and (f) comply with (b) and (c) when retained PHI is no longer needed under (a).

5.3.6.3. Obligations under **5.3.6.2** survive termination.

5.4. Information Security

The Provider shall comply, and be responsible for ensuring subcontractors' compliance as if they were

the Provider, with the following information security requirements whenever the Provider or its subcontractors have access to the Department's information systems or maintains any client or other confidential information in electronic form.

5.4.1. The Provider shall designate an Information Security Officer competent to liaise with the Department on security matters and maintain an appropriate level of information security for the Department's information systems, or any client or other confidential information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to the Department's information systems or any client or other confidential information. The Information Security Officer will ensure any access to the Department's information systems or any client or other confidential information is removed immediately upon such access no longer being required for the Provider's performance under this Contract.

5.4.2. The Provider shall provide the Department's latest security awareness training to all persons prior to granting access to the Department's information systems or any client or other confidential information. The Provider shall require all persons granted access to comply with, and be provided a copy of CFOP 50-2, and will sign the Department's Security Agreement (Form CF 0112) annually.

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

5.4.4. The Provider shall notify the Contract Manager within 120 hours, following the determination of any potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information.

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

5.4.6. The Provider's confidentiality procedures shall be at least as protective as the most recent version of the Department's security policies and comply with any applicable professional confidentiality standards.

5.5. Public Records

5.5.1. The Provider shall allow public access to all documents, papers, letters, or other public records as defined in §119.011(12), F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. Should the Provider fail to comply with this provision the Department may unilaterally terminate this Contract.

5.5.2. As required by §119.0701, F.S., to the extent the Provider is acting on behalf of the Department the Provider shall:

5.5.2.1. Maintain public records that ordinarily and necessarily would be required by the Department to perform the service.

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

5.5.2.3. Ensure public records exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law during this Contract term and following

completion of this Contract if the Provider does not transfer the records to the Department.

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

5.5.3. IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT DCFCustodian@MYFLFAMILIES.COM, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 2415 NORTH MONROE STREET, TALLAHASSEE, FL 32303.

6. INSPECTIONS, PENALTIES, AND TERMINATION

6.1. Financial Penalties for Failure to Take Corrective Action

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

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

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

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

6.1.2.3. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a 2% penalty.

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

6.2. Termination

6.2.1. The Department may terminate this Contract without cause upon no less than 30 days' Notice in writing to the Provider unless another time is mutually agreed upon in writing.

6.2.2. The Provider may terminate this Contract upon no less than 120 days' Notice to the Department unless another time is mutually agreed upon in writing.

6.2.3. In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract upon no less than 24 hours' Notice in writing to the Provider. The Department is the final authority as to the availability and adequacy of funds.

6.2.4. In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department may terminate this Contract upon no less than 24 hours' Notice to the Provider, excluding Saturday, Sunday, and Holidays. Such Notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, Notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a Notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Contract is not a waiver of any other breach and neither event is a modification of the terms and conditions of this Contract. **6.2** does not limit the Department's right to legal or equitable remedies.

6.2.5. Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. Termination shall be upon no less than 24 hours' Notice to the Provider and only if the Provider:

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

6.2.5.2. Had any other contract terminated by the Department for cause.

6.2.6. In the event of termination under **6.2.1** or **6.2.3**, the Provider shall be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

6.2.7. If this Contract is for an amount of \$1 million or more, the Department may terminate this Contract at any time the Provider is found to have falsely certified under §287.135, F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this Contract, the Department may terminate this Contract at any time the Provider is found to have been engaged in business operations in Cuba or Syria, placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

7. OTHER TERMS

7.1. Governing Law and Venue

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

7.2. No Other Terms

There are no provisions, terms, conditions, or obligations other than those contained herein, and this

Contract supersedes all previous communications, representations, or agreements, either verbal or written between the parties. This Contract does not include any resulting invoice, website, "click through", online, or other agreement absent specific reference in this Contract and then only the version extant the date of the first Contract signature.

7.3. Interpretation, Severability of Terms

Contract terms are not more strictly construed against any party. If a term is struck by a court, the balance is voidable only by the Department.

7.4. Survival of Terms

Absent a provision expressly stating otherwise, provisions concerning obligations of the Provider and remedies available to the Department survive the End Date. The Provider's performance pursuant to such surviving provisions is without further payment.

7.5. Modifications

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

7.6. Anticompetitive Agreements

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

7.7. Purchases by Other Agencies

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

7.8. Unauthorized Aliens

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

7.8.2. The Provider represents and warrants that no part of the funding under this Contract will be used in violation of any federal or state law, including, but not limited to, 8 U.S.C. §1324 or 8 U.S.C. §1325, or to aid or abet another in violating federal or state law. The Department may terminate this Contract at any time if the Provider violates, or aids or abets another in violating, any state or federal

law.

7.9. Public Entity Crime and Discriminatory Contractors

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

7.10. PRIDE

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under chapter 946, F.S., in the same manner and under the same procedures set forth in §§946.515(2) and (4), F.S.; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

7.11. Continuing Oversight Teams

The Provider shall comply with the provisions of §287.057(26), F.S., as applicable, establishing and governing conduct of Continuing Oversight Teams for contracts of \$5 million or more.

7.12. Major Disasters and Emergencies

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

7.13. Executive Compensation Reporting

7.13.1. Annually on or before May 1 Provider shall complete and return the Executive Compensation Annual Report (Form PCMT-08), located at: <https://www.myflfamilies.com/general-information/contracted-client-services/library>.

7.13.2. In accordance with §216.1366, F.S., if the Provider is a nonprofit as defined in §215.97(2)(m), F.S., the Provider must provide documentation to the Department that indicates the amount of state funds:

7.13.2.1. Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.

7.13.2.2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

7.13.3. If the Provider maintains a website, information provided pursuant to **7.13.2** must be posted

on the Provider's website.

7.14. Federal Whistleblower Requirements

Pursuant to §11(c) of the OSH Act of 1970 (29 USC §660(c)) and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act are located at: <http://www.whistleblowers.gov>.

7.15. Post-Award Notice Dissemination

If the Provider receives federal or state financial assistance, the Provider will receive a Post-Award Notice (PAN) from the Department, which will contain information required to meet the Department's obligations in accordance with 2 CFR Part 200, §215.97 F.S., and Rule 69I-5, F.A.C. Providers with subrecipients receiving federal or state financial assistance are required to derive from the PAN information required by the regulations cited in this clause, and properly disseminate to subrecipients of federal and state financial assistance funds. This requirement follows federal and state financial assistance to subrecipients at every tier.

7.16. Recycled Products

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

8. FEDERAL FUNDS APPLICABILITY

The following applies if Federal Funds are used to fund this Contract.

8.1. Federal Law

8.1.1. Provider shall comply with Federal law and regulations including 2 CFR, Part 200, and other applicable regulations.

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

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

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

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

8.1.6. If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine if its

subcontracts are being awarded to a “contractor” or a “subrecipient,” as those terms are defined in 2 CFR, Part 200. If a Provider’s subcontractor is determined a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

8.1.7. Drug Free Workplace. If the Provider is a subrecipient or pass-through entity of federal funds originating from HHS, the Provider must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the governmentwide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

9. CLIENT SERVICES APPLICABILITY

The following applies if the box for Client Services is checked in the header on page 1.

9.1. Client Risk Prevention

If services to clients are provided under this Contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number 1-800-96ABUSE (1-800-962-2873). As required by chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

9.2. Emergency Preparedness Plan

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

9.3. Confidential Client and Other Information

The Provider shall maintain the confidentiality of all confidential data, files, and records related to deliverables and comply with all state and federal laws, including, §§471(a)(8) of the Social Security Act, 106(b)(2)(B) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602, 2 CFR §200.303, 2 CFR §200.337, 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §§431.300-306, and 45 CFR §205. Summaries of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General’s Government in the Sunshine Manual.

10. PROPERTY

10.1. The following only applies to this Contract if funded by state financial assistance.

10.2. The word "property" in this section means equipment, fixtures, and other property of a nonconsumable and nonexpendable nature, the original acquisition cost or estimated fair market value of which is \$5,000 or more and the normal expected life of which is one year or more. This definition

also includes hardback-covered bound books circulated to students or the general public, the original acquisition cost or estimated fair market value of which is \$25 or more, hardback-covered bound books, the cost or value of which is \$250 or more, and all computers. Each item of property which it is practicable to identify by marking will be marked in the manner required by the Auditor General. Each custodian will maintain an adequate record of property in his or her custody, which record will contain such information as will be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian will take an inventory of property in his or her custody. The inventory will be compared with the property record, and all discrepancies will be traced and reconciled. All publicly supported libraries will be exempt from marking hardback-covered bound books, as required by this section. The catalog and inventory control records maintained by each publicly supported library is the property record of hardback-covered bound books with a value or cost of \$25 or more included in each publicly supported library collection and is a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing will be traced and reconciled, and the library inventory shall be adjusted accordingly.

10.3. If any property is purchased by the Provider with funds provided by this Contract, the Provider will inventory all nonexpendable property including all computers. A copy of the inventory will be submitted to the Department along with the expenditure report for the period in which it was purchased. At least annually the Provider will submit a complete inventory of all such property to the Department whether new purchases have been made or not.

10.4. The inventory will include: the identification number; year and/or model, a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the Vehicle Identification Number (VIN) and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost.

10.5. The Contract Manager must provide disposition instructions to the Provider prior to the End Date. The Provider cannot dispose of any property reverting to the Department without the Contract Manager's approval. The Provider will furnish a closeout inventory no later than 30 days before the completion or termination of this Contract. The closeout inventory will include all nonexpendable property including all computers purchased by the Provider. The closeout inventory will contain the same information required by the annual inventory.

10.6. The Provider hereby agrees all inventories required by this Contract will be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value will be agreed upon by both the Provider and the Department and will be used in place of the original acquisition cost.

10.7. Title (ownership) to and possession of all property purchased by the Provider pursuant to this Contract vests in the Department upon completion or termination of this Contract. During the term of this Contract, the Provider is responsible for insuring all property purchased by or transferred to the Provider is in good working order. The Provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Provider is responsible for repaying to the Department, the replacement cost of any property inventoried and not transferred to the Department upon completion or termination of this Contract. When property transfers from the Provider to the Department, the Provider is responsible for paying for the title transfer.

10.8. If the Provider replaces or disposes of property purchased by the Provider pursuant to this Contract, the Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Provider's annual inventory.

10.9. The Provider will indemnify the Department against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the Provider pursuant to this Contract.

10.10. An amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

11. **AMENDMENT IMPACT**

Any amendment replacing or deleting this page will not affect the below execution.

By signing this Contract, the parties state they have read and agree to the entire Contract, as described in 1.6.

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

CENTRAL FLORIDA BEHAVIORAL HEALTH NETWORK, INC.

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature: Julie Patel

Signature: Taylor N. Hatch

Name: Julie Patel

Name: Taylor N. Hatch

Title: CFO

Title: Secretary

Date: 6/27/2025 | 2:31 PM CDT

Date: 6/27/2025 | 3:43 PM EDT

Federal Employer Identification Number (FEIN) or Social Security Number (SSN): 593467610

Provider Fiscal Year Ending Date: 06/30

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EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 10 of the Standard Contract, as provided herein:

A.1 ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A.1.1 Contract Document

In addition to the provisions of **Section 1.5**, the following documents, or the latest revisions thereof, are incorporated herein and made a part of this Contract. Requirements set forth in Guidance Documents are the minimum required program standards and shall not be changed by the Managing Entity unless the Guidance Document expressly permits the Managing Entity to determine the appropriate minimum standard. Managing Entities shall not create additional requirements in subcontracts with Network Service Providers and must refer to the Departments version of the Guidance Document published on the Department's website.

A.1.1.1 Additional Contract Exhibits

Exhibits A1, A2, B1, C1, C2, F1 and F2

A.1.1.2 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 - State Mental Health 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 in 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 - Integration with Child Welfare

Guidance 20 – Local, Regional, and State Review Teams

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 (CRS)
- Guidance 28 – Forensic Multidisciplinary Team
- Guidance 29 – Transitional Voucher
- Guidance 30 – *Reserved*
- Guidance 31 – *Reserved*
- Guidance 32 – Community Action Treatment (CAT) Team
- Guidance 33 – HIV Early Intervention Services
- Guidance 34 – Mobile Response Team (MRT)
- Guidance 35 – Recovery Management Practices
- Guidance 36 – Intermediate Level FACT (FACT-IL)
- Guidance 37 – Family First Prevention Services Act (FFPSA) Teams, Community Action Treatment (CAT) Team Variation
- Guidance 38 – Community Action Treatment (CAT) Team for Ages 0-10, CAT Team Variation
- Guidance 39 – Family Well-being Treatment Teams
- Guidance 40 – Family Support Teams (FST) Community Action Treatment (CAT), Team Variation
- Guidance 41 – Coordinated Opioid Recovery (CORE) Network of Addiction Care
- Guidance 42 – State Opioid Response (SOR) Project
- Guidance 43 – 988 Florida Lifeline (988 FL)
- Guidance 44 - Treatment Alternative for Safer Communities (TASC)
- Guidance 45 – Mobile Medication Assisted Treatment (MAT)
- Guidance 46 – Communications Protocol
- Guidance 47 – Behavioral Health Consultants
- Guidance 48 – Supported Employment

A.1.1.3 Templates

- Template 1 – Provider Tangible Property Inventory Form
- Template 2 – SAMH Block Grant Reporting Template Overview and Instructions
- 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 – BNet Participant Forms
- Template 7 – BNet Alternative Service Forms
- Template 8 – *Reserved*
- 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 – *Reserved*
- Template 17 – *Reserved*

Template 18 – *Reserved*

Template 19 – *Reserved*

Template 20 – *Reserved*

Template 21 – Monthly Care Coordination Report

Template 22 – Forensic Mental Health Services Report

Template 23 – Forensic Diversion Report

Template 24 – CCP Supplemental Invoice and Expenditure Report

Template 25 – Forensic Multidisciplinary Team Report

Template 26 – *Reserved*

Template 27 – *Reserved*

Template 28 – Mobile Response Team Report

Template 29 – FACT Quarterly Report

Template 30 – Proviso Project Return on Investment Report

Template 31 – *Reserved*

Template 32 – Transitional Voucher Incidental Report

Template 33 – Community Forensic Beds Report

Template 34 – SOR Reports

Template 35 – FY 2023-24 \$126M Tracking Tool

Template 36 – Sustainability Plan for Nonrecurring Funds

Template 37 – Coordinated Opioid Recovery (CORE) Network Quarterly Narrative Report

Template 38 – Coordinated Opioid Recovery (CORE) Network Quarterly Data Report

A.1.1.4 Financial and Services Accountability Management System (FASAMS) Pamphlet 155-2, available at: [Financial and Services Accountability Management System - FASAMS | Florida DCF \(myflfamilies.com\)](https://www.myflfamilies.com/services/samh/providers/FASAMS), <https://www.myflfamilies.com/services/samh/providers/FASAMS>

A.1.1.5 Unless otherwise specified in this Contract, all documents incorporated by reference may be located at the following Department webpage location: [Managing Entities | Florida DCF \(myflfamilies.com\)](https://myflfamilies.com/services/samh/providers/managing-entities), <https://myflfamilies.com/services/samh/providers/managing-entities>

A.1.1.6 Copies of these documents may also be obtained from the Department, 2415 North Monroe Street, Suite 400, Tallahassee, FL 32303.

A.1.1.7 The Department, in its role as the Mental Health and Substance Abuse Authority of Florida, shall be responsible for making final determinations regarding service delivery in the event of any perceived ambiguity within this Contract.

A.1.2 Program Specific Terms

In addition to the provisions of **Section 1.6.1.3**, the definitions in **Exhibit A1** apply to this Contract.

A.1.3 The following supplements Section 1.4

All communication, including but not limited to contract budget, policy clarifications, or other guidance must be directed to the Contract Manager. The Department will communicate all final decisions in writing. The Managing Entity shall not take action on information that is communicated verbally.

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 Notwithstanding the terms of **Section 4.6**, the Managing Entity may subcontract with Network Service Providers without advance approval in writing by the Department.

A.4.2 Insurance

In addition to the provisions of **Section 4.8.**, the following Special Insurance Provisions shall apply to this Contract. In the event of any inconsistency between the requirements of this section and the requirements of **Section 4.8**, the provisions of this section shall prevail and control.

A.4.2.1 The Managing Entity 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.

A.4.2.2 The Managing Entity acknowledges that, as an independent contractor, the Managing Entity and its Network Service Providers at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by § 284.30, F.S.

A.4.2.3 The Managing Entity shall obtain and provide proof to the Department a comprehensive general liability insurance coverage (broad form coverage), specifically including premises, fire and legal liability to cover managing the Managing Entity and all its employees. The limits of the Managing Entity's coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.

A.4.2.4 With the exception of any state agency or subdivision as defined by § 768.28(2), F.S., the Managing Entity shall cause all Network Service Providers, at all tiers, who the Managing Entity reasonably determines to present a risk of significant loss to the Managing Entity or the Department, to obtain and provide proof to the Managing Entity and the Department a comprehensive general liability insurance coverage (broad form coverage), specifically including premises, fire and legal liability covering the Network Service Provider and all its employees. The limits of coverage for the Managing Entity's Network Service Providers, at all tiers, shall be in such amounts as the Managing Entity reasonably determines to be sufficient to cover the risk of loss.

A.4.2.5 If any officer, employee, or agent of the Managing Entity operates a motor vehicle in the course of the performance of its duties under this contract, the Managing Entity shall obtain and provide proof to the Department of comprehensive automobile liability insurance coverage. The limits of the Managing Entity's coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.

A.4.2.6 If any officer, employee, or agent of any Network Service Provider, at all tiers, operates a motor vehicle in the course of the performance of the duties of the Network Service Provider, the Managing Entity shall cause the Network Service Provider to obtain and provide proof to the Managing Entity and the Department of comprehensive automobile liability insurance coverage with the same limits.

A.4.2.7 The Managing Entity shall obtain and provide proof to the Department of professional liability insurance coverage, including errors and omissions coverage, to cover the Managing Entity and all its employees. If any officer, employee, or agent of the Managing Entity administers any prescription drug or medication or controlled substance in the course of the performance of the duties of the Managing Entity under this contract, the professional liability coverage shall include medical malpractice liability and errors and omissions coverage, to cover the Managing Entity and all 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.

A.4.2.8 If any officer, employee, or agent of the Network Service Provider, at all tiers, provides any professional services or provides or administers any prescription drug or medication or controlled substance in the course of the performance of the duties of the Network Service Provider, the Managing Entity shall cause the Network Service Provider, at all tiers, to obtain and provide proof to the Managing Entity and the Department of professional liability insurance coverage, including medical

malpractice liability and errors and omissions coverage, to cover all Network Service Provider employees with the same limits.

A.4.2.9 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 Managing Entity, or Network Service Provider purchasing the insurance.

A.4.2.10 All such insurance policies of the Managing Entity and its Network Service Providers, at all tiers, 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 Department as an additional insured under the policy or policies. The Managing Entity 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 Department as an additional insured or a form of additional insured endorsement that is acceptable to the Department in the reasonable exercise of its judgment.

A.4.2.11 All such insurance proposed by the Managing Entity shall be submitted to and confirmed by the Contract Manager annually by **March 31**.

A.4.3 In addition to the requirements of **Section 4.8**, the Managing Entity shall comply with the publicity requirements mandated in § 394.9082(5)(u), F.S.

A.5 RECORDS, AUDITS AND DATA SECURITY

A.5.1 Inspections and Corrective Action

In addition to the terms of **Section 5.1**, the following requirements shall apply to this Contract.

A.5.1.1 The Managing Entity shall be monitored in accordance with § 402.7305, F.S., and CFOP 75-8, Policies and Procedures of Contract Oversight. The Managing Entity shall comply with any requests made by the Department as part of the conduct of such monitoring. At no cost to the Department, the Managing Entity shall provide complete access to all programmatic, administrative, management, budget and financial information related to services provided under this contract.

A.5.1.2 The Department will provide a written report to the Managing Entity within 30 days of the monitoring team's exit. If the report indicates corrective action is necessary, the Managing Entity shall provide a proposed corrective action plan for the Department's approval, except in the case of threat to life or safety of Individuals Served, in which case the Managing Entity shall take immediate action to ameliorate the threat and associated causes.

A.5.1.3 The Managing Entity shall cooperate at all times with the Department to conduct these reviews and shall provide all documentation requested by the reviewers in a timely manner at its administrative office or other location, as determined by the Department.

A.5.1.4 The Managing Entity shall comply with the Department and its authorized representatives contracted to conduct operational and financial audits in accordance with § 394.9082(3), F.S. At no cost to the Department or its authorized representatives, the Managing Entity shall provide the right of access to all programmatic, administrative, management, budget, and financial information deemed necessary by the Department or its authorized representatives to complete the required operational and financial audits. This right also includes timely and reasonable access to the Managing Entity's personnel for the purpose of interview and discussion related to such documents or this Contract in general. The Managing Entity shall provide any data or information requested by the Department or its authorized representatives as part of these audits within one business day, unless a later submission date is expressly authorized by the Department. The operational and financial audits of the Managing Entity shall consist of a review of business practices, personnel, financial records, related parties, compensation, and other areas as determined by the Department and shall include the following:

A.5.1.4.1 The services administered, the method of provider payment, expenditures, outcomes, and other information as determined by the Department.

A.5.1.4.2 Referral patterns, including the Managing Entity's referral volume; provider referral assignments; services referred; length of time to obtain services; and key referral performance measures.

A.5.1.4.3 Provider network adequacy and provider network participation in the Department's available bed platform, the Opioid Data Management System, the Agency for Health Care Administration Event Notification Service, and other Department required provider data submissions.

A.5.1.4.4 Audits of the Managing Entity's expenditures and claims that include the following:

A.5.1.4.4.1 Comparison of services administered through the Managing Entity, the outcomes of the Managing Entity's expenditures, the Managing Entity's expenditures for behavioral health services, and any other information as determined by the Department.

A.5.1.4.4.2 Analysis of services funded by the Managing Entity rendered to individuals who are also Medicaid beneficiaries to, at a minimum, assess the extent to which the Managing Entity is funding services that are also available as covered services under the Medicaid program.

A.5.1.4.5 The Department's and its authorized representatives' rights of access shall last as long as the records are retained.

A.6 INSPECTIONS, PENALTIES, AND TERMINATION

A.6.1 Termination

The provisions of **Section 6.2.1** and **Section 6.2.2** are hereby modified and superseded as follows. The remaining clauses of **Section 6** remain in effect.

A.6.1.1 Notwithstanding the provisions of **Section 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 180 calendar days' notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.

A.6.1.2 Notwithstanding the provisions of **Section 6.2.2**, this Contract may be terminated by the Provider upon no less than 180 calendar days' notice in writing to the Department unless a sooner time is mutually agreed upon in writing.

A.6.2 Dispute Resolution

The following Dispute Resolution terms shall apply to this Contract:

A.6.2.1 The parties agree to cooperate in resolving any differences in interpreting the contract. Within five working days of the execution of this contract, each party shall designate one person with the requisite authority to act as its representative for dispute resolution purposes. Each party shall notify the other party of the person's name and business address and telephone number. Within five working days from delivery to the designated representative of the other party of a written request for dispute resolution, the representatives will conduct a face-to-face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the Managing Entity's Chief Executive Officer (CEO) and the Department's Deputy Assistant Secretary for Substance Abuse and Mental Health. Upon referral to this second step, the respective parties shall confer in an attempt to resolve the issue.

A.6.2.2 If the CEO and Deputy Assistant Secretary are unable to resolve the issue within 10 days, the parties' appointed representatives shall meet within 10 working days and select a third representative. These three representatives shall meet within 10 working days to seek resolution of the dispute. If the representatives' good faith efforts to resolve the dispute fail, the representatives shall make written recommendations to the Secretary who will work with both parties to resolve the dispute. The parties

reserve all their rights and remedies under Florida law. Venue for any court action will be in Leon County, Florida.

A.7 OTHER TERMS

A.7.1 The Managing Entity shall comply with all applicable federal and state laws and regulations and all policies, directives and guidelines published by the Department. In the event the Department amends any policies, directives, or guidelines after contract execution, the Department will provide electronic notice to the Managing Entity.

A.7.2 Exhibit A2 contains additional state and federal laws, rules, and regulations applicable to performance under this Contract.

A.8 FEDERAL FUNDS APPLICABILITY

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

A.9 CLIENT SERVICES APPLICABILITY

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

A.10 PROPERTY

A.10.1 The Managing Entity shall ensure that Network Service Providers comply with requirements in **Guidance 2 – Tangible Property Requirements** and document compliance through the submission of **Template 1 – Provider Tangible Property Inventory Form**.

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EXHIBIT A1 – PROGRAM AND SERVICE SPECIFIC TERMS**A1.1 BEHAVIORAL HEALTH NETWORK (BNET)**

A statewide network of Behavioral Health Service providers which serve children with mental health or substance use disorders who are ineligible for Medicaid and are determined eligible for Title XXI of the United States Public Health Services Act.

A1.2 BEHAVIORAL HEALTH SERVICES

As defined by § 394.9082(2)(a), F.S.

A1.3 Block Grants

The Community Mental Health Block Grant (CMHBG), pursuant to 42 U.S.C. s. 300x, et seq.; and the Substance Use Prevention, Treatment, and Recovery Services (SUPTRS) block grant, pursuant to 42 U.S.C. s. 300x-21, et seq.

A1.4 CONTINUOUS QUALITY IMPROVEMENT (CQI)

An ongoing, systematic process of internal and external improvements in service provision and administrative functions, taking into account both in process and end of process indicators, in order to meet the valid requirements of Individuals Served.

A1.5 COORDINATED SYSTEM OF CARE

As defined by § 394.9082(2)(b), F.S.

A1.6 ELECTRONIC HEALTH RECORD (EHR)

As defined by § 408.051(2)(a), F.S.

A1.7 ELECTRONIC VAULT

An information technology system designed to store, manage, and track electronic versions of original and scanned documents, and to provide remote document access to Department staff.

A1.8 EVIDENCE-BASED PRACTICE (EBP)

As defined by **Guidance 1 – Evidence-Based Guidelines**.

A1.9 INDIGENT PSYCHIATRIC MEDICATION PROGRAM, also known as the Indigent Drug Program (IDP)

Behavioral Health Services provided pursuant to § 394.676, F.S.

A1.10 INDIVIDUAL(S) SERVED

An individual who receives substance abuse or mental health services, the cost of which is paid, either in part or whole, by Department appropriated funds or local match (matching).

A1.11 JUVENILE INCOMPETENT TO PROCEED (JITP)

"Child," "juvenile" or "youth" as defined by § 985.03(7), F.S., deemed incompetent to proceed for accused crimes pursuant to § 985.19, F.S.

A1.12 LOCAL MATCH

Pursuant to § 394.74(2)(b), F.S., and § 394.76, F.S.

A1.13 MANAGING ENTITY

As defined by § 394.9082(2)(e), F.S. Throughout this Contract, the term Managing Entity is synonymous with the definition of Provider in the Department's Standard Contract.

A1.14 MENTAL HEALTH SERVICES

As defined by § 394.67(16), F.S.

A1.15 NETWORK SERVICE PROVIDER(S)

A direct service agency providing Substance Abuse or Mental Health Services that is under contract with a Managing Entity and referred to collectively as the "Network." The Network shall consist of a comprehensive array of Behavioral Health Services and programs that are designed to meet the local

need, are accessible and responsive to the needs of Individuals Served, their families, and community stakeholders, and include the essential elements of a coordinated system of care specified in § 394.4573(2), F.S.

A1.16 OPERATIONAL COSTS

The allowable expenses incurred by a Managing Entity in performing its contracted functions and delivering its contracted services.

A1.17 OPIOID SETTLEMENT TRUST FUND

The purpose of the State Opioid Settlement Trust Fund within the Department is to abate the opioid epidemic in accordance with settlement agreements reached in opioid-related litigation and bankruptcy, as specified in General Appropriations Acts, pursuant to § 20.195, F.S.

A1.18 PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH)

A federal grant established under 42 U.S.C. ss. 290cc-21 – 290cc-35 to support homeless individuals who are homeless or at risk of homelessness with mental illnesses, who may also have co-occurring substance abuse and mental health treatment needs.

A1.19 RISK ASSESSMENT

A process for evaluating the threat of damage, loss, liability, or other negative occurrence caused by external or internal vulnerabilities that may be avoided through pre-emptive action. An effective Risk Assessment prioritizes the extent and degree of appropriate monitoring activities.

A1.20 SAFETY NET

The publicly funded Behavioral Health Services and providers that have either historically received or currently receive funding appropriated to the Department by the General Appropriations Act (GAA). The Safety Net is intended to provide funding to Network Service Providers for expenditures that would otherwise be uncompensated costs for services provided to individuals in need of services.

A1.21 STAKEHOLDERS

Individuals or groups with an interest in the provision of treatment or prevention services to individuals with substance use, mental health, and co-occurring disorders in the county(ies) specified in **Section B.3.1**. This includes, but is not limited to, the key community constituents included in § 394.9082(5), F.S.

A1.22 STATE MENTAL HEALTH TREATMENT FACILITIES

State Mental Health Treatment Facilities serve adults who have been voluntarily admitted or court ordered for intensive inpatient treatment by a circuit court and pursuant to Chapter 394, F.S. or Chapter 916, F.S.

A1.23 STATEWIDE INPATIENT PSYCHIATRIC PROGRAMS (SIPP)

Medicaid-funded services to children under age 18 provided in a residential treatment center or hospital, licensed by the Agency for Health Care Administration (AHCA), which provides diagnostic and active treatment services in a secure setting. SIPP providers must be under contract with AHCA and provide these services in accordance with Chapter 394, F.S., Chapter 408, F.S., Chapter 409, F.S., and Rule 65E-9.008(4), F.A.C.

A1.24 SUBMIT

Unless otherwise specified, the term “Submit” as used in this Contract shall be construed to mean submission of a contractual requirement to the Department’s Contract Manager, subject to the provisions of **Section C.2.4.7**.

A1.25 SUBSTANCE ABUSE AND MENTAL HEALTH DATA SYSTEM (SAMH DATA SYSTEM)

Collectively, the Department’s web-based data systems for reporting substance abuse and mental health services, including the Substance Abuse and Mental Health Information System (SAMHIS), the Performance Based Prevention System (PBPS), the Financial and Service Accountability Management

System (FASAMS) or any replacement systems identified by the Department for the reporting of data by the Managing Entity and all Network Service Providers in accordance with this contract.

A1.26 SUBSTANCE ABUSE SERVICES

Any of the substance abuse prevention, intervention and clinical treatment services defined in § 397.311(26), F.S.

A1.27 SUPPLEMENTAL SECURITY INCOME (SSI) AND SOCIAL SECURITY DISABILITY INSURANCE (SSDI) OUTREACH, ACCESS, AND RECOVERY (SOAR)

A Substance Abuse and Mental Health Services Administration (SAMHSA) technical assistance initiative designed to help individuals increase earlier access to SSI and SSDI through improved approval rates on initial Social Security applications by providing training, technical assistance, and strategic planning to Network Service Providers.

A1.28 TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF)

As defined by 42 U.S.C. ss. 601, et seq., and Chapter 414, F.S.

A1.29 WAIT LIST

A master list for the Network, maintained by a Managing Entity that shows:

A1.29.1 The number of individuals waiting for access to the recommended service or program;

A1.29.2 The length of time each individual has been on the waiting list; and

A1.29.3 The interim services provided to the individual.

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EXHIBIT A2 – 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 CFR Part 96, Subpart L

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

45 CFR Part. 96

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

42 CFR Part 54

A2.1.4 Confidentiality Of Substance Use Disorder Patient Records

42 CFR Part 2

A2.1.5 Security and Privacy

45 CFR Part 164

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

20 CFR Part 416

A2.1.7 Temporary Assistance to Needy Families (TANF)

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

45 CFR, 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 CFR Part 175

A2.1.11 Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

2 CFR Part 182

2 CFR Part 382

A2.1.12 The 988 Suicide and Crisis Lifeline

The Communications Act of 1934

47 U.S.C. 609

47 U.S.C. 251

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. 465, F.S. Pharmacy

Ch. 490, F.S. Psychological Services

Ch. 491, F.S. Clinical, Counseling, and Psychotherapy Services

Ch. 499, F.S. Florida Drug and Cosmetic Act

Ch. 553, F.S. Building Construction Standards

Ch. 893, F.S. Drug Abuse Prevention and Control

§ 409.906(8), F.S. Optional Medicaid Services – Community Mental Health Services

A2.2.3 Developmental Disabilities

Ch. 393, F.S. Developmental Disabilities

A2.2.4 Adult Protective Services

Ch. 415, F.S. Adult Protective Services

A2.2.5 Forensics

Ch. 916, F.S. Mentally Ill and Intellectually Disabled Defendants

Ch. 985, F.S. Juvenile Justice; Interstate Compact on Juveniles

§ 985.19, F.S. Incompetency in Juvenile Delinquency Cases

§ 985.24, F.S. 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

§ 112.061, F.S. Per diem and travel expenses of public officers, employees, and authorized persons; statewide travel management system

§ 112.3185, F.S. Additional standards for state agency employees

§ 215.422, F.S. Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance

§ 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-45, F.A.C. Levels of Licensure
- Ch. 65C-46, 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-9, F.A.C. Licensure of Residential Treatment Centers
- 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-16, F.A.C. Indigent Psychiatric Medication Program
- 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 Other 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

- § 215.425, F.S. Extra Compensation Claims prohibited; bonuses; severance pay
- § 215.97, F.S. Florida Single Audit Act
- § 215.971, F.S. Agreements funded with federal or state assistance
- Ch. 69I-42, F.A.C. Travel Expenses
- Ch. 69I-5, F.A.C. State Financial Assistance
- CFO's Memorandum No. 01 - Contract and Grant Reviews and Related Payment Processing Requirements
- CFO's Memorandum No. 02 - Reference Guide for State Expenditures
- Comptroller's Memorandum No. 04 - Guidance on all Contractual Service Agreements Pursuant to § 215.971, Florida Statutes
- CFO's Memorandum No. 20 - Compliance Requirements for Agreements
- 2 CFR, Part 180 Office of Management and Budget Guidelines to Agencies on Government Wide Debarment and Suspension (Non-procurement)

2 CFR, Part 200 Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, available at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>

2 CFR, 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 CFR Part 200

45 CFR, Part 75 Uniform Administration Requirements, Cost Principles, and Audit Requirements for HHS Awards

A2.4.3 Data Collection and Reporting Requirements

§ 394.74(3)(e), F.S. Data Submission

§ 394.9082, F.S. Behavioral health managing entities

§ 394.77, F.S. Uniform management information, accounting, and reporting systems for providers

§ 397.321(3)(c), F.S. Data collection and dissemination system

DCF PAM 155-2 The Department's Substance Abuse and Mental Health data system.

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EXHIBIT B – SCOPE OF WORK

B.1 SCOPE OF SERVICE

The Managing Entity shall be responsible for the planning, coordination, and subcontracting of the Provider Network, as defined by § 394.9082(2)(f), F.S., thereby providing a comprehensive array of Behavioral Health Services to individuals, including emergency, acute care, residential, outpatient, recovery support, consumer support and prevention services.

B.2 MAJOR CONTRACT GOALS

The Department is contracting with the Managing Entity, pursuant to § 394.9082, F.S., to plan, coordinate, and subcontract for the delivery of community mental health and substance abuse services; to improve access to care and promote service continuity; and to support efficient and effective delivery of services.

B.3 SERVICE AREA/LOCATIONS/TIMES

B.3.1 The Managing Entity shall subcontract for services within the following counties: Charlotte, Collier, DeSoto, Glades, Hardee, Hendry, Highlands, Hillsborough, Lee, Manatee, Pasco, Pinellas, Polk, and Sarasota.

B.3.2 When needed, the Managing Entity may subcontract for residential services related to the Purchase of Residential Treatment Services (PRTS) for emotionally disturbed children and youth in additional Florida counties, subject to advance written approval of each subcontractor by the Department.

B.3.3 The Managing Entity shall maintain an administrative office within the service area defined in **Section B.3.1** and shall subcontract with Network Services Providers operating within the same area.

B.3.4 The Managing Entity shall notify the Department's Contract Manager, in writing, at least 10 calendar days prior to any changes in locations where services are being provided.

B.3.5 The Managing Entity shall notify the Department, in writing, a minimum of 30 days prior to making changes in location that will affect the Department's ability to contact the Managing Entity.

B.3.6 When necessary for timely compliance with a court-order, the Managing Entity may enter into rate agreements for residential treatment services related to Forensic Transitional Beds or Community Forensic Beds, as identified in **Exhibit F1**, in additional Florida counties, subject to advance written approval of each residential provider by the Department.

B.4 INDIVIDUALS TO BE SERVED

The Managing Entity shall contract with Network Service Providers for Behavioral Health Services provided to individuals as detailed in **Section B.5**. Contracts with Network Service Providers shall include compliance with the Department's requirements for Individuals Served.

B.5 CLIENT ELIGIBILITY

Behavioral Health services shall be provided to persons pursuant to § 394.674, F.S., including those individuals who have been identified as requiring priority by state or federal law. These identified priorities include, but are not limited to, the categories in **Sections B.5.1** through **B.5.10**. Persons in **Sections B.5.1** through **B.5.2** are specifically identified as persons to be given immediate priority over those in any other sections.

B.5.1 Pursuant to 45 CFR s. 96.131, Network Service Providers shall prioritize admissions with pregnant women that inject drugs first, pregnant women second, all other individuals that inject drugs third, followed by all other individuals;

B.5.2 Pursuant to 45 CFR s. 96.126, compliance with interim services, for injection drug users, by Network Service Providers receiving SUPTRS Block Grant funding and treating injection drug users;

B.5.3 Priority for services to families with children that have been determined to require substance abuse and mental health services by child protective investigators and also meet the target populations

in **Section B.5.3.1** or **Section B.5.3.2**. Such priority shall be limited to individuals that are not enrolled in Medicaid or another insurance program, or require services that are not paid by another payor source:

B.5.3.1 Parents or caregivers in need of adult mental health services pursuant to § 394.674(1)(a)2., F.S., based upon the emotional crisis experienced from the potential removal of children; or

B.5.3.2 Parents or caregivers in need of adult substance abuse services pursuant to § 394.674(1)(c)3., F.S., based on the risk to the children due to a substance use disorder.

B.5.4 Individuals who reside in civil and forensic State Mental Health Treatment Facilities and individuals who are at risk of being admitted into a civil or forensic State Mental Health Treatment Facility;

B.5.5 Individuals who are voluntarily admitted, involuntarily examined, or placed under Part I, Chapter 394, F.S.;

B.5.6 Individuals who are involuntarily admitted under Part V, Chapter 397, F.S.;

B.5.7 Residents of assisted living facilities as required in § 394.4574 and 429.075, F.S.;

B.5.8 Children referred for residential placement in compliance with Ch. 65E-9.008, F.A.C

B.5.9 Inmates approaching the Expiration of Sentence pursuant to Children and Families Operating Procedure (CFOP) 155-47: "Processing Referrals from the Department of Corrections;" and

B.5.10 In the event of a Presidential Major Disaster Declaration, Crisis Counseling Program (CCP) services shall be contracted for according to the terms and conditions of any CCP grant award approved by representatives of the Federal Emergency Management Agency (FEMA) and the Substance Abuse and Mental Health Services Administration (SAMHSA).

B.6 CLIENT DETERMINATION

B.6.1 The Managing Entity may delegate determinations to the Network Service Providers, subject to the provisions of **Section B.6.4**.

B.6.2 In no circumstances shall an individual's county of residence be a factor that denies access to service.

B.6.3 The Managing Entity shall require each Network Service Provider submit a monthly attestation attached to an invoice to the Managing Entity, declaring that, at the time of submission, no other funding source was known for the invoiced services.

B.6.4 The Department, in accordance with state law, is exclusively responsible for defining Individuals Served for services provided through this Contract. In the event of a dispute, the determination made by the Department is final and binding on all parties.

B.7 EQUIPMENT

B.7.1 The Managing Entity and all Network Service Providers shall supply all equipment necessary to provide services and fulfill the terms and conditions of this Contract, including but not limited to; computers, telephones, copier, and fax machines, supplies and maintenance, and necessary office supplies.

B.7.1.1 The Managing Entity shall ensure that Network Service Providers comply with requirements in **Guidance 2 – Tangible Property Requirements** and document compliance through the submission of **Template 1 – Provider Tangible Property Inventory Form**.

B.8 CONTRACT LIMITS

B.8.1 The Department's obligation to pay for services provided under this Contract is expressly limited by the availability of funds and subject to annual appropriations by the Legislature.

B.8.2 The Managing Entity is expressly prohibited from authorizing or incurring indebtedness on behalf of the Department.

B.8.3 The Managing Entity is expressly prohibited from utilizing accounting practices or redirecting funds to circumvent legislative intent.

B.8.4 Services shall only be provided within the service area outlined in **Section B.3.1**.

B.8.5 Pursuant to 45 CFR §96.135(a)(5), the Managing Entity may not enter into subcontracts with a for-profit entity using Block Grant funds unless the for-profit entity subcontract is solely for providing goods and services for the Managing Entity's own use in meeting its obligations under this Contract. A subcontract with a for-profit entity may not provide for services meeting the definition of a "subaward" as defined in 2 CFR §200.92, using Block Grant funds.

B.8.6 The Managing Entity shall not subcontract development, implementation, administrative, or monitoring responsibilities without prior written approval from the Department.

B.8.7 The Managing Entity shall not subcontract for Behavioral Health Services with any person or entity which:

B.8.7.1 Is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity in accordance with § 287.133, F.S.;

B.8.7.2 Is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on its ability to provide services, or which adversely reflects its ability to properly handle public funds;

B.8.7.3 Has had a contract terminated by the Department for failure to satisfactorily perform or for cause;

B.8.7.4 Has failed to implement a corrective action plan approved by the Department or any other governmental entity, after having received due notice; or

B.8.7.5 Is ineligible for contracting pursuant to the standards in § 215.473(2), F.S.

B.8.8 Regardless of the amount of the subcontract, the Managing Entity shall immediately terminate a subcontract for cause, if at any time during the lifetime of the subcontract, a Network Service Provider is:

B.8.8.1 Found to have submitted a false certification under § 287.135, F.S., or

B.8.8.2 Is placed on the Scrutinized Companies with Activities in Sudan List or

B.8.8.3 Is placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or

B.8.8.4 Is placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

B.8.9 The Managing Entity agrees that services funded by this Contract other than those set out in this Contract, will be provided only upon receipt of a written authorization from the Contract Manager. The Department has final authority to make any and all determinations that affect the health, safety, and well-being of the people of the State of Florida.

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EXHIBIT B1 – FEDERAL BLOCK GRANT REQUIREMENTS**B1.1 PURPOSE**

B1.1.1 The purpose of this document is to outline the expectations of the Department for the Managing Entity, in relation to the federal Community Mental Health Services (CMHS) block grant, as authorized by 42.U.S.C. s. 300x, and Substance Use Prevention, Treatment, and Recovery Services (SUPTRS) block grant, as authorized by 42 U.S.C. s. 300x-21.

B1.1.2 Managing Entity Assurance

The Managing Entity shall assume the responsibility of implementation, administration, and monitoring of the CMHS and SUPTRS block grants, and the associated maintenance of effort requirements.

B1.1.3 The Managing Entity shall ensure that the Department is able to meet the assurances required of the State to the federal government in 45 CFR s. 96.123, to be eligible to receive block grant funding.

B1.1.4 The Managing Entity shall be responsible for the implementation, administration, monitoring, and compliance with the requirements of the Block Grants. The Department will provide technical assistance to the Managing Entity. The Managing Entity agrees that failure to comply with the requirements of these federal Block Grants represents a material breach of this contract and shall subject the Managing Entity to performance deficiencies and financial consequences as specified in **Section 3.4**.

B1.2 MANAGING ENTITY REQUIREMENTS

B1.2.1 The Managing Entity shall report expenditures, service utilization data, demographic information, and national outcome measures as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

B1.2.2 The Managing Entity shall be responsible for ensuring that the Department can report the following allocations in accordance with the requirements set by federal law:

B1.2.2.1 Of the SUPTRS block grant:

B1.2.2.1.1 Pursuant to 45 CFR s. 96.124(b), not less than the amount specified in **Exhibit F1** for “Substance Abuse Prevention Services” on primary prevention services for those who do not require treatment;

B1.2.2.1.2 Pursuant to 42 U.S.C. s. 300x-24(b), not less than the amount specified in **Exhibit F1** for “HIV Services” on HIV Early Intervention Services.

B1.2.2.2 Of State funds appropriated to substance abuse treatment for adults, pursuant to 45 CFR s. 96.124(c), not less than the amount specified in **Exhibit F1** for “Projects Expansion of Substance Abuse Services for Pregnant Women and their affected families” on services for pregnant women, and women with dependent children.

B1.2.2.3 Pursuant to 42 U.S.C. s.300x-9(c), of the CMHS block grant, not less than the amount specified in **Exhibit F1** for “ME Early Intervention Services for SMI & Psych Disorder” subcontracted for the implementation of the Coordinated Specialty Care for Early Serious Mental Illness, including First Episode Psychosis, program to serve a minimum number of individuals annually, as negotiated by the Department based on available funding. The subcontract shall specify standards for implementation and base the program design upon:

B1.2.2.3.1 The NAVIGATE Team Members’ Guide, available at http://navigateconsultants.org/2020manuals/team_guide_2020.pdf, hereby incorporated by reference, or

B1.2.2.3.2 The OnTrackNY Team Manual, available at <http://www.ontrackny.org/Resources>, hereby incorporated by reference.

B1.2.2.3.3 The Managing Entity shall adopt mechanisms for ongoing monitoring of the program for fidelity with the selected program design.

B1.2.2.4 Pursuant to 45 CFR s. 96.131, the Managing Entity shall ensure that subcontractors that receive SUPTRS block grant funding prioritize treatment services for pregnant women. This shall include:

B1.2.2.4.1 The development, implementation, and administration of an electronic waitlist to ensure that providers give preference in admitting people into treatment in the following order:

B1.2.2.4.1.1 Pregnant injecting drug users;

B1.2.2.4.1.2 Pregnant drug users;

B1.2.2.4.1.3 People who inject drugs; and

B1.2.2.4.1.4 All others.

B1.2.2.4.2 If the clinically appropriate services cannot be provided for the pregnant woman, interim services shall be provided not later than 48 hours after the woman seeks treatment services.

B1.2.2.4.3 The capacity to track and report the type of service, number of pregnant women served, and amount of services purchased by federal and state sources.

B1.2.2.4.4 Policies and procedures relating to treatment services for pregnant women and, where appropriate, ensure that families are able to remain together when parents require treatment.

B1.2.2.5 Pursuant to 45 CFR s. 96.126, the Managing Entity shall maintain an electronic waitlist for the sub-contractors that receive SUPTRS block grant funding and serve injection drug users and ensure the implementation of the 14/120-day requirement of 45 CFR s. 96.126(b) and provide interim services until such time as the clinically appropriate level of treatment can be provided to the individual.

B1.2.2.5.1 Outreach services shall be provided, pursuant to 45 CFR s. 96.126(e), and documented to demonstrate the provision of these services.

B1.2.2.5.2 The Managing Entity shall maintain a report of the Network Service Providers that reach 90% capacity, and the monitoring procedures to ensure that this occurs.

B1.2.2.6 Pursuant to 45 CFR s. 96.125, the Managing Entity shall prepare and implement a comprehensive primary prevention program that uses a variety of strategies.

B1.2.2.7 Pursuant to 45 CFR s. 95.127, the Managing Entity shall ensure the provision of tuberculosis services, in compliance with Ch. 65D-30.004(9). F.A.C.

B1.2.2.8 Pursuant to 45 CFR s. 96.128, the Managing Entity shall ensure the provision of early intervention services for HIV and in compliance with Ch. 65D-30.004(9), F.A.C., and in accordance with **Guidance 33 – HIV Early Intervention Services**.

B1.2.2.9 Pursuant to 45 CFR s. 96.123(a)(7) and s. 96.132(b), the Managing Entity shall ensure that subcontracted Network Service Providers receive continuing education, and this shall be documented to demonstrate the provision of said education.

B1.2.2.10 Pursuant to 45 CFR s.96.123(a)(7) and s. 96.132(a), the Managing Entity shall develop and implement a process for improving referrals of individuals to the treatment modality that is most appropriate for the individuals.

B1.2.2.11 The Managing Entity shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the block grant requirements shall be completed.

B1.2.2.12 The Managing Entity shall ensure that each year, an assessment of need is undertaken that complies with the requirements of 45 CFR s. 96.133, and 42 U.S.C. s. 300x-1 for adults with a serious mental illness, and children with serious emotional disturbances.

B1.2.2.13 The Managing Entity shall ensure that block grant funding is not expended on the restricted activities pursuant to 45 CFR s. 96.135, 42 U.S.C. s. 300x-5, and 42 U.S.C. s.300x-31.

Restricted activities include, but are not necessarily limited to, the following. Managing Entities may consult the Department for technical assistance to address allowability of specific cases before subcontracting.

B1.2.2.13.1 The CMHS block grant and the SUPTRS block grant may not be used to:

B1.2.2.13.1.1 Provide inpatient hospital services;

B1.2.2.13.1.2 Fund the enforcement of alcohol, tobacco, or drug laws;

B1.2.2.13.1.3 Make cash payments to intended recipients of health services;

B1.2.2.13.1.4 Purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment;

B1.2.2.13.1.5 Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds; or

B1.2.2.13.1.6 Provide financial assistance to any entity other than a public or nonprofit private entity.

B1.2.2.13.2 Primary prevention set-aside funds from the SUPTRS block grant may not be used to:

B1.2.2.13.2.1 Provide Screening, Brief Intervention, and Referral to Treatment (SBIRT) programs; or

B1.2.2.13.2.2 Provide Mental Health First Aid or Crisis Intervention Training programs.

B1.2.2.13.3 The 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.

B1.2.2.13.4 The SUPTRS block grant may not be used to provide any services within prisons or jails.

B1.2.2.14 Pursuant to 42 U.S.C. s. 300x-3, the Managing Entity shall collaborate with the Department to ensure that members of the planning council are able to undertake their statutory duties. This will include the participation of the Council member at the Managing Entity Board meetings.

B1.2.2.15 Of the CMHS block grant, pursuant to the Consolidated Appropriations Act, 2021 and the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (P.L. 116-260), not less than the amount specified in **Exhibit F1** for “the CMHBG Core Crisis Services Set-Aside.”

B1.2.2.16 SAMHSA grant funds may not be used to purchase, prescribe, or provide marijuana or treatment using marijuana.

B1.3 **MONITORING**

B1.3.1 The Managing Entity shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all Network Service Providers that receive block grant funds.

B1.3.2 The Managing Entity shall:

B1.3.2.1 As a component of Network Service Provider monitoring, include oversight of the block grant requirements;

B1.3.2.2 Develop and utilize standardized monitoring tools;

B1.3.2.3 Provide the Department with access to the monitoring reports, via the electronic vault; and

B1.3.2.4 Develop and utilize the monitoring reports to create corrective action plans for Network Service Providers, where necessary.

B1.4 REPORTING

B1.4.1 To demonstrate compliance with the requirements of the SUPTRS and CMHS block grants, the Managing Entity shall, on a quarterly basis report on the following activities:

- B1.4.1.1** Training and technical assistance;
- B1.4.1.2** Access to treatment for injection drug users, including capacity reports;
- B1.4.1.3** Follow-up actions taken in response to findings from peer review activities;
- B1.4.1.4** Priority access to treatment for pregnant women;
- B1.4.1.5** Wait list management for injection drug users and pregnant women;
- B1.4.1.6** Compliance with charitable choice provisions;
- B1.4.1.7** Monitoring; and
- B1.4.1.8** Continuous quality improvement.

B1.4.2 To meet the reporting requirements of the State to the federal government, the Managing Entity shall complete and submit **Template 2 – SAMH Block Grant Reporting Template** by **March 15** and **September 1** of each year. This shall be accompanied by a certification of accuracy, from the Chief Executive Officer and Chief Financial Officer, or equivalent positions.

B1.4.3 To meet the reporting requirements of the State to the federal government, the Managing Entity shall complete and submit **Template 3 – Narrative Report for the Substance Abuse and Mental Health Block Grant biennially** by **May 30** of each odd-numbered year (i.e., 2021, 2023, 2025, etc.)

B1.5 ELEMENTS TO BE INCLUDED IN SUBCONTRACTS WITH NETWORK SERVICE PROVIDERS

B1.5.1 The Managing Entity shall ensure that the following are included in subcontracts with appropriate Network Service Providers:

- B1.5.1.1** Requirements to ensure compliance with the SAMHSA Charitable Choice provisions and the implementing regulations of 42 CFR s. 54a;
- B1.5.1.2** Requirements to ensure that Network Service Providers that receive block grant funds comply with 42 CFR Part 2;
- B1.5.1.3** Provisions to monitor block grant requirements, and activities;
- B1.5.1.4** Sufficient detail in a Network Service Provider invoice to capture, report, and test the validity of expenditures and service utilization;
- B1.5.1.5** For Network Service Providers that receive SUPTRS block grant funding for the purpose of primary prevention of substance use, compliance with 45 CFR s. 96.125;
- B1.5.1.6** An invoice that includes the minimum data elements to satisfy the Department's application and reporting requirements; and
- B1.5.1.7** Compliance with state or federal requests for information related to the SUPTRS and CMHS block grants.
- B1.5.1.8** In accordance with 45 CFR ss. 96.131(a) and (b), a requirement that providers 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."

B1.5.2 The Managing Entity shall ensure the following are included in all subcontracts with Network Service Providers for treatment services:

B1.5.2.1 A requirement to discuss the option of medication-assisted treatment with individuals with opioid use disorders or alcohol use disorders.

B1.5.2.1.1 For individuals with opioid use disorders, the Network Service Provider shall discuss medication-assisted treatment using FDA-approved medications including but not limited to methadone, buprenorphine-based products, and naltrexone.

B1.5.2.1.2 For individuals with alcohol use disorders, the Network Service Provider shall discuss medication-assisted treatment using FDA-approved medications including but not limited to disulfiram, and acamprosate products.

B1.5.2.2 A requirement to actively link individuals to medication-assisted treatment providers upon request of the individual served;

B1.5.2.3 A prohibition on a denial of an eligible individual's access to the Network Service Provider'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:

B1.5.2.3.1 Ensure the Network Service Provider'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;

B1.5.2.3.2 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.

B1.5.2.3.3 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

B1.5.2.3.4 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.

B1.5.2.3.5 Prohibit caps or limits on the length of medication-assisted treatment, except for limits imposed by a documented lack of eligible public funds.

B1.5.2.3.6 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-30.0142(2)(o) and section 65D-30.0142(2)(q)2.a., Florida Administrative Code.

B1.5.2.4 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.

B1.5.3 The Managing Entity shall not add costs, fines, or penalties to subcontracts with Network Service Providers for activities associated with implementation and compliance with new data submission requirements in § 394.9082(5), F.S., unless expressly authorized by the Department.

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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 Development and Planning Function**

C.1.1.1 The Managing Entity shall develop and manage a comprehensive Network of qualified subcontracted Network Service Providers, contingent upon available funding, that:

C.1.1.1.1 Promotes recovery and resiliency;

C.1.1.1.2 Promotes the development and effective implementation of a coordinated system of care pursuant to § 394.4573 and 394.4955, F.S.;

C.1.1.1.3 Provides an optimal array of services to meet identified community Behavioral Health Service needs;

C.1.1.1.4 Manages and allocates available funds in compliance with federal and state laws, rule and regulations;

C.1.1.1.5 Is accessible and responsive to individuals, families, and community Stakeholders;

C.1.1.1.6 Improves access to care; and

C.1.1.1.7 Includes a sufficient selection of Network Service Providers to provide the full array of services identified in Section 65E-14.021, F.A.C. and Chapter 65D-30, F.A.C.

C.1.1.1.7.1 The selection of Network Service Providers for services to children must use Applied Behavioral Analysis and Evidence-Based Models supported by the Family First Prevention Services Act Clearinghouse including, but not limited to, Parent Child Interaction Therapy, Family Functional Therapy, HomeBuilders, Multisystemic Therapy, and Dually Served Youth and Families.

C.1.1.2 The Managing Entity shall participate in community, circuit, regional and state planning in accordance with § 394.9082, F.S., and shall submit regional planning documents and data to enable the Department to comply with the following statutory requirements:

C.1.1.2.1 § 394.4574(3), F.S.;

C.1.1.2.2 § 394.461(4), F.S.;

C.1.1.2.3 § 394.4573, F.S.;

C.1.1.2.4 § 394.75, F.S.;

C.1.1.2.5 The Long-Range Program Plan for the Department;

C.1.1.2.6 The Annual Business Plan for the Department;

C.1.1.2.7 Regional operational plans to assist in the development and implementation of the Strategic Plan for the Department; and

C.1.1.2.8 Any ad-hoc plans requested by the Department.

C.1.1.3 County Planning

C.1.1.3.1 The Managing Entity shall provide assistance to each county specified in **Section B.3.1** to develop a designated receiving system pursuant to § 394.4573, F.S. and a transportation plan pursuant to § 394.462, F.S.

C.1.1.3.2 The Managing Entity shall participate in all Regional Collaborative meetings in accordance with § 394.90826, F.S., to identify and address ongoing challenges within the behavioral health system at the local level to improve the accessibility, availability, and quality of behavioral health services.

C.1.1.4 Federal Planning

The Managing Entity shall collect and provide data and program information to the Department for the completion of Block Grant application, plans, and reports.

C.1.1.5 Resource Development

The Managing Entity shall, where appropriate, develop additional resources by pursuing third-party payments for services, applying for grants, assisting providers in securing local matching funds and in-kind services, and employing other methods needed to ensure that services are available and accessible. The Managing Entity shall notify the Department in advance of submitting grant applications and executing contracts for additional resources impacting the Managing Entity's service array.

C.1.1.6 Triennial Needs Assessment

The Managing Entity shall conduct a community behavioral health care needs assessment every three years, to be submitted to the Department no later than **October 1** of each applicable year. At a minimum, the assessment shall consider:

C.1.1.6.1 The extent to which each designated receiving system within the Managing Entity service location functions as a "no-wrong-door model," as defined by § 394.4573, F.S.;

C.1.1.6.2 The availability of treatment services, recovery services, and support services meeting the intent of § 394.453(1)(c), F.S., that implement systemic recovery-oriented and peer-involved approaches;

C.1.1.6.3 The availability of less restrictive services;

C.1.1.6.4 The use of evidence-informed practices; and

C.1.1.6.5 A list and descriptions of any gaps in the array of services for children or adolescents identified pursuant to § 394.4955, F.S. and recommendations for addressing such gaps, including residential substance abuse programs that treat pregnant women and women with children up to 12 years of age.

C.1.1.6.6 The extent to which the service array in the Managing Entity's service area meets the following time and distance standards for outpatient services.

C.1.1.6.6.1 Maximum 60 minutes and 30 miles travel in urban counties.

C.1.1.6.6.2 Maximum 120 minutes and 50 miles travel in rural counties.

C.1.1.7 Annual Business Operations Plan

No later than **July 30** of each year, the Managing Entity shall submit an annual business operation plan that outlines the operational plan for the current fiscal year. The Managing Entity may, if necessary, submit an addendum to the plan no later than 30 days after the receipt of the initial Schedule of Funds to address any operational adjustments necessitated by details in the initial Schedule of Funds for the applicable fiscal year. This plan shall be completed using **Template 4 – Managing Entity Annual Business Operations Plan**. The plan shall outline:

C.1.1.7.1 The current system capacity;

C.1.1.7.2 The Managing Entity's strategies for system engagement including:

C.1.1.7.2.1 A plan, or necessary updates to an existing plan, for reintegrating individuals ready for discharge from the State Mental Health Treatment Facilities to a less restrictive level of care;

C.1.1.7.2.2 The Triennial Needs Assessment, or necessary updates thereto, required by **Section C.1.1.6**;

C.1.1.7.2.3 Updates to the Care Coordination Plan required by **Section C.1.1.10**;

C.1.1.7.2.4 Updates to the Quality Assurance Plan required by **Section C.1.1.11**;

C.1.1.7.2.5 The annual regional Assisted Living Facilities-Limited Mental Health (ALF-LMH) License Annual Plan required by **Section C.1.2.6.4** and **Guidance 8**.

C.1.1.7.2.6 Strategies for improving the system's capacity for timely access to care pursuant to **Section C.1.1.6.6** and **Section E.3**.

C.1.1.7.2.7 Strategies for expanding the availability and sustainability of respite services, short term residential treatment, recovery peer specialists, recovery community organizations, board-certified behavior analysts, Federally Qualified Health Centers pursuant to rule 59G-4.100, F.A.C, hospital bridge programs and mobile buprenorphine clinics.

C.1.1.7.2.8 Summary information on Managing Entity Specific Initiatives;

C.1.1.7.2.9 The Managing Entity shall submit a Marketing Plan for the Department's review and approval. The plan shall address how the Managing Entity will ensure that the community is aware of how to access behavioral health services and supports;

C.1.1.7.2.10 Complete **Exhibit E Table 6** – Network Provider Output Measures Persons Served for Fiscal Year.

C.1.1.7.3 The initial Network Service Provider Monitoring Plan for the upcoming fiscal year, as required by **Section C.1.3.1**.

C.1.1.7.4 Sustainability plans for all SAMH-funded services, proviso projects, and programs not funding by any recurring revenue.

C.1.1.8 Enhancement Plan

The Managing Entity shall develop an annual Enhancement Plan for Department approval, due on August 1. The Enhancement Plan shall:

C.1.1.8.1 Identify a minimum of three (3) and a maximum of five (5) priority needs for services in the geographic area;

C.1.1.8.2 Provide a detailed description of the Managing Entity's strategies for enhancing services to address each priority need;

C.1.1.8.3 Include an implementation plan for each strategy which specifies actions steps and identifies responsible parties; delineates specific services to be purchased and the projected cost of those services; projects the number of individuals to be served and estimates the benefits of the services; and

C.1.1.8.4 Be based upon a planning process which includes consumers and their families, Community-Based Care Lead Agencies, local governments, law enforcement agencies, service providers, community partners and other stakeholders.

C.1.1.9 Within 90 days of execution, the Managing Entity shall submit, a record transition plan to be implemented in the case of contract termination or non-renewal by either party, in accordance with **Guidance 3 – Managing Entity Expiration, Termination and Transition Planning Requirements**.

C.1.1.10 Care Coordination Plan

Within 60 days of execution, the Managing Entity shall submit a Care Coordination Plan for Department approval prior to implementation. The Managing Entity shall update this plan annually as a component of the Managing Entity Annual Business Operation Plan required by **Section C.1.1.7**. The plan shall, at minimum, address the following areas:

C.1.1.10.1 Specify methods that will be used to reduce, manage, and eliminate Wait Lists for services;

C.1.1.10.2 Promote increased planning, use, and delivery of services to individuals, including those with co-occurring substance abuse and mental health disorders;

C.1.1.10.3 Promote access to clinically appropriate services by ensuring the use of screening, assessment, and placement tools designed to identify an appropriate level and intensity of care for an individual;

C.1.1.10.3.1 The Care Coordination plan shall promote a system-wide fidelity-based adoption of the American Society of Addiction Medicine (ASAM) criteria by all Network Service Providers

delivering substance abuse treatment services. Information on the ASAM criteria is published at <https://www.asam.org/asam-criteria/about-the-asam-criteria>.

C.1.1.10.4 Promote the use of service outcome data to achieve desired outcomes;

C.1.1.10.5 Promote coordination of behavioral health care with primary care;

C.1.1.10.6 Include a methodology to ensure that people are served at the clinically indicated least restrictive level of care and are diverted from higher levels of care when appropriate; and

C.1.1.10.7 Monitor and implement system changes to promote effectiveness.

C.1.1.11 The Managing Entity shall submit a Quality Assurance Plan documenting the process required by **Section C.1.2.7** within 60 days of execution. This plan shall be updated annually as a component of the Managing Entity Annual Business Operations Plan required by **Section C.1.1.7**. This plan shall be approved by the Department prior to implementation.

C.1.1.12 The Department will review the proposed policies, procedures, and plans required to be submitted by the Managing Entity. The Department will respond in writing indicating approval or noting any deficiencies within 30 business days from the date of receipt. Once approved by the Department, the Managing Entity's policies and procedures may be amended provided that they conform to state and federal laws, state rules, and federal regulations.

C.1.1.13 The Managing Entity shall make available and communicate all plans, policies, procedures, and manuals to the Managing Entity staff, Network Service Providers, Individuals Served, and Stakeholders, as applicable.

C.1.1.14 Coordinated Children's System Planning

The Managing Entity shall:

C.1.1.14.1 Lead the development of the plan established in § 394.4955, F.S., in collaboration with the agencies and stakeholders specified therein to reduce the utilization of crisis services through care coordination;

C.1.1.14.2 Submit an annual assessment of progress towards the goals of the plan; and

C.1.1.14.3 Submit updates to the plan at least every three (3) years.

C.1.2 Administration Function

C.1.2.1 The Managing Entity shall collaborate with and accept input from Stakeholders to administer services and shall operate in a transparent manner, providing public access to accurate information, notice of meetings, and opportunities for participation in Managing Entity decision-making.

C.1.2.1.1 The Managing Entity shall publicize opportunities for new providers to join the network at all times.

C.1.2.1.1.1 At minimum, the Managing Entity shall publicize opportunities to join the network via announcements displayed on the Managing Entity's website home page and via advertisements issued to major media markets and professional trade associations throughout the service area.

C.1.2.1.1.2 The Managing Entity shall establish and maintain clear lines of communication between the Department and network service providers to ensure that information is accurate and favorably represents messaging and expectations conveyed by the Department in good faith. The Managing Entity shall communicate all questions and concerns involving the Department directly to the appropriate Department Representative, as indicated in **Guidance Document 46 – Communication Protocol**.

C.1.2.2 The Managing Entity shall maintain a comprehensive Network and coordinated system of care as identified in §394.4573, F.S., that provides an adequate and reasonable array of services in terms of geographic distribution in accordance with **Section C.1.1.6.6**, which enhances the availability and sustainability of recovery-oriented practices, and the role and availability of peers in the workforce.

Contingent upon available funding, the Managing Entity network shall ensure access to the covered services included in 65E-14.021, F.A.C and the following services at a minimum:

C.1.2.2.1 Department-funded team service models

C.1.2.2.2 Suicide prevention messaging and programming (community-wide and school based)

C.1.2.3 The Managing Entity shall procure or develop any services that are not established in the region.

C.1.2.4 Contingent upon available funding, the Managing Entity shall recruit and accept any willing provider that meets standard credentialing requirements, provides a service that has been determined through the needs assessment data, and/or service needs identified by the Department, and has no prior unacceptable performance issues or has not been terminated for cause with any Managing Entity or other healthcare network entity.

C.1.2.5 The Managing Entity shall establish a clear procedure for onboarding new providers. This procedure shall be available on a public facing websites for all potential providers.

C.1.2.6 The Managing Entity shall implement programmatic standards as written by the Department, and shall not alter or add to the requirements to ensure the administration of the Network includes the following programmatic standards:

C.1.2.6.1 Guidance 5 – Residential Mental Health Treatment for Children and Adolescents;

C.1.2.6.2 Guidance 6 – Outpatient Forensic Mental Health Services;

C.1.2.6.3 Guidance 7– State Mental Health Treatment Facility Admission and Discharge Processes;

C.1.2.6.4 The Managing Entity shall facilitate Limited Mental Health Assisted Living Facility (LMH-ALF) training pursuant to Rule 59A-36.011, F.A.C., and the additional guidance in **Guidance 8 – Assisted Living Facilities with Limited Mental Health (ALF-LMH) Licensure** and the recommended forms provided in **Template 5 – ALF-LMH Forms;**

C.1.2.6.5 The Managing Entity shall promote the SSI/SSDI Outreach, Access, and Recovery (SOAR) initiative with appropriate Network Service Providers in conjunction with the Department. Programmatic guidance is provided in **Guidance 9 – Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach, Access, and Recovery (SOAR);**

C.1.2.6.6 Guidance 10 – Prevention Services;

C.1.2.6.7 Guidance 11 – Juvenile Incompetent to Proceed (JITP);

C.1.2.6.8 Guidance 12 – Behavioral Health Network (BNet) Guidelines and Requirements and the required forms provided in **Template 6 – Behavioral Health Network Forms;**

C.1.2.6.9 Guidance 13 – Indigent Psychiatric Medication Program, known as the Indigent Drug Program (IDP);

C.1.2.6.10 The Managing Entity shall be responsible for contracting, and providing oversight of the Prevention Partnership Grants, pursuant to § 397.99, F.S. The Managing Entity shall require that all Network Service Providers receiving PPG funding complete the Evidence-Based Self-Assessment Survey annually and shall comply with the requirements in **Guidance 14 – Prevention Partnership Grants (PPG);**

C.1.2.6.11 Guidance 15 – Projects for Assistance in Transition from Homelessness (PATH);

C.1.2.6.12 Guidance 16 – Florida Assertive Community Treatment (FACT) Handbook; and

C.1.2.6.13 Guidance 33 – HIV Early Intervention Services.

C.1.2.6.14 The Managing Entity must comply with the applicable obligations under 42 U.S.C., ss. 601, et. seq. The Managing Entity agrees that TANF funds shall be expended for TANF participants as outlined in **Guidance 17 – Temporary Assistance for Needy Families (TANF) Funding Guidance.**

C.1.2.6.15 To ensure the implementation and administration of the Family Intensive Treatment (FIT) team model complies with the Department's programmatic standards, the Managing Entity shall require any Network Service Providers providing FIT model services adhere to the staffing, service delivery and reporting requirements of **Guidance 18 – Family Intensive Treatment (FIT) Model Guidelines and Requirements**.

C.1.2.6.16 The Managing Entity shall implement the Transitional Voucher project according to the specifications in **Guidance 29 – Transitional Voucher**.

C.1.2.6.17 **Guidance 34 – Mobile Response Team (MRT)**

C.1.2.6.18 **Guidance 35 – Recovery Management Practices**

C.1.2.6.19 For any subcontracts using funds identified in **Exhibit F1** as Central Receiving System or Central Receiving Facility funds, including any special category or proviso projects funds, the Managing Entity shall implement the subcontracts in compliance with **Guidance 27 – Central Receiving Systems (CRS)**.

C.1.2.6.20 Pursuant to § 397.417, F.S., the Managing Entity shall provide recovery peer specialist training throughout the service area.

C.1.2.6.21 **Guidance 32 – Community Action Treatment (CAT) Team**

C.1.2.6.22 If **Exhibit C1 Table 1a** contains funds allocated for the team models below the Managing Entity shall implement subcontracts in compliance with the following guidance documents. The Managing Entity may elect to implement additional teams under these models, on condition those subcontracts are in compliance with the appropriate guidance.

C.1.2.6.22.1 **Guidance 36 – Intermediate Level FACT (FACT-IL)**

C.1.2.6.22.2 **Guidance 37 – Family First Prevention Services Act (FFPSA) Teams, Community Action Treatment (CAT) Team Variation**

C.1.2.6.22.3 **Guidance 38 – Community Action Treatment (CAT) Team for Ages 0-10, CAT Team Variation**

C.1.2.6.22.4 **Guidance 39 – Family Well-being Treatment Teams**

C.1.2.6.22.5 **Guidance 40 – Family Support Teams (FST) Community Action Treatment (CAT) Team Variation**

C.1.2.6.22.6 **Guidance 41 – Coordinated Opioid Recovery (CORE)** Pursuant to § 394.9082(3)(c), F.S., the Managing Entity shall provide care coordination activities, as specified in **Guidance 4 – Care Coordination**, designed to improve outcomes among individuals in the priority populations identified therein.

C.1.2.7 The Managing Entity shall develop a fraud and abuse prevention protocol within 60 days of contract execution that complies with all state and federal requirements applicable to this contract. This protocol shall be approved by the Department prior to implementation.

C.1.2.8 The Managing Entity shall establish a publicly available system providing access to request referrals for service on a 24-hour-per-day, 7-day-per-week basis. The system must provide live response during the Managing Entity's normal business hours. After hours coverage may be provided by an answering service, call forwarding, provider call coverage or other customary means, with live response no later than the next business day.

C.1.2.9 The Managing Entity shall ensure the provider network includes access to teams or professionals appropriately credentialed to provided evidence-based practice models to fidelity that are supported by the Family First Prevention Services Act.

C.1.2.10 The Managing Entity shall ensure that respite services, including overnight respite services, are available to adults and children, as identified by regional need and the availability of funding.

C.1.2.11 Managing Entities shall ensure that all opioid settlement funds (other than administrative funds) are used for approved purposes, which includes all substance use, and strategies related to

opioid misuse, opioid use disorders, and the abatement of the opioid epidemic, pursuant to (1) the Florida Opioid Allocation and Statewide Response Agreement between the Department of Legal Affairs in the Office of the Attorney General and certain local governments in the State of Florida; (2) Section 17.42, F.S.; and, (3) requirements in annual General Appropriations Acts enacted by the Legislature of the State of Florida. To the greatest extent practicable, the Managing Entities shall expend monies from the opioid settlement Regional Fund in each County or for residents of a County in the amount of the share that a County would have received if it were a Qualified County, as stipulated in the Florida Opioid Allocation and Statewide Response Agreement.

C.1.2.12 Quality Assurance

C.1.2.12.1 The Managing Entity shall implement a quality assurance process to identify and address opportunities for improvement of operations for both Network Service Providers and the Managing Entity. The quality assurance process shall include, but is not limited to:

C.1.2.12.1.1 Periodic external review activities conducted by the Department and the Managing Entity to assure that the agreed upon level of service is achieved and maintained by the Managing Entity and its Network Service Providers; and

C.1.2.12.1.2 Assessing compliance with contract requirements, state and federal law and associated administrative rules, regulations, operating procedures, validating quality improvement systems and findings.

C.1.2.12.2 As applicable, the Managing Entity shall actively participate in the Department's local and statewide processes for quality assurance and quality improvement.

C.1.2.13 The Managing Entity shall be responsible, upon discovery of an incident involving a client whose services are paid for in whole or in part by the Managing Entity, for the management and oversight of incident reporting in accordance with the CFOP 215-6, Incident Reporting and Analysis System (IRAS).

C.1.2.14 The Managing Entity shall cooperate with the Department when investigations are conducted regarding a regulatory complaint relevant to a licensed facility operated by one of the Managing Entity's Network Service Providers.

C.1.2.15 The Managing Entity shall integrate the Department's current initiatives, new state and federal requirements, and policy initiatives into its operations.

C.1.2.16 Coordination with other Providers and Entities

C.1.2.16.1 The Managing Entity shall coordinate with the Community-Based Care Lead Agency, or agencies, as appropriate, to further the child welfare role of the Department, pursuant to § 409.996(12), F.S. and to integrate behavioral health services with the child welfare system. Such coordination shall be in accordance with **Guidance 19 – Integration with Child Welfare**.

C.1.2.16.1.1 The Managing Entity shall enter into contracts, MOUs, or MOAs with the Community-Based Care Lead Agency to ensure timely assessment and provision of behavioral health services. Any such contract, MOU, or MOA shall be submitted to the Department.

C.1.2.16.2 The Managing Entity shall require increased coordination between Network Service Providers and the child welfare system, law enforcement agencies, the criminal justice system, the juvenile justice system, the Medicaid program, offices of the public defender, offices of criminal conflict and offices of the civil regional counsel within the geographic area.

C.1.2.16.3 Collaboration with the criminal justice system and the juvenile justice system, including the Department of Juvenile Justice, shall develop strategies and alternatives for diverting individuals from the criminal justice system to the civil system. Such diversion shall apply to persons with mental illness, substance use or co-occurring disorders;

C.1.2.16.4 The Managing Entity shall coordinate with the judicial system to:

C.1.2.16.4.1 Develop specific written procedures and agreements that maximize the use of involuntary outpatient services, reduce involuntary inpatient treatment and increase diversion from the criminal and juvenile justice systems; and

C.1.2.16.4.2 Provide effective and timely services covered through this contract that address the substance abuse and mental health needs of children and parents in the child welfare system and the juvenile justice system.

C.1.2.16.5 The Managing Entity shall participate in the interagency team meetings created as a result of the Interagency Agreement for child-serving agencies in accordance with **Guidance 20 – Local, Regional, and State Review Teams**.

C.1.2.16.6 The Managing Entity shall provide the housing coordination function specified in **Guidance 21 – Housing Coordination**, with Network Service Providers and local housing and homelessness stakeholders, and the Local Community Providers of Services identified at the Department's Office on Homelessness webpage at <https://www.myflfamilies.com/services/abuse/homelessness>

C.1.2.16.7 The Managing Entity shall participate in the Agency for Health Care Administration's Event Notification System (ENS) by **July 1, 2026**.

C.1.2.16.8 The Managing Entity shall require crisis stabilization units and hospitals within its network to participate in the ENS.

C.1.2.17 Florida Opioid Settlement Statewide Response

C.1.2.17.1 The Managing Entity shall implement, administer, monitor, and report on funds appropriated pursuant to the Managing Entity in compliance with the Florida Opioid Allocation and Statewide Response Agreement, executed **November 15, 2021**, hereby incorporated by reference and supplemental guidance as provided by the Department.

C.1.2.17.2 The provisions of **Sections C.1.3.2.6, C.2.2.2.5.6, C.2.2.9, and C.2.4.5** shall not apply to subcontracts or any other form of agreement for projects implementing the above referenced Agreement.

C.1.2.18 Coordinated Opioid Recovery (CORE) Network of Addiction Care

C.1.2.18.1 Effective no later than 30 days following Contract execution, the Managing Entity shall execute subcontracts or another form of agreement with the parties identified in **Exhibit C1, Table 1a** for the CORE Network of Addiction Care. For the EMS component of CORE, the Managing Entity shall execute subcontracts or another form of agreement within 90 days following Contract execution.

C.1.2.18.2 The Managing Entity shall implement all CORE Network subcontracts according to the provisions of **Guidance 41**, notwithstanding the provisions of **Sections C.1.3.2.6, C.2.2.2.5.6, C.2.2.9, or C.2.4.5**.

C.1.2.18.3 The Managing Entity shall implement the data collection process prescribed by the Department and shall make no change to the type, volume, method, and character of data captured under **Guidance 41**, notwithstanding the provisions of **Section C.1.4.4**.

C.1.2.18.4 The Managing Entity shall not require Specialty Subcontractors to formally enroll as a Network Service Provider within the subcontracted Network as a pre-condition to subcontracting within the CORE Network.

C.1.3 Systemic Monitoring Function

C.1.3.1 Within 30 days after execution and annually thereafter as an element of the Annual Network Service Provider Monitoring Plan required by **Section C.1.1.7**, the Managing Entity shall submit a Network Service Provider Monitoring Plan for Department approval. The plan shall include:

C.1.3.1.1 A Risk Assessment to develop an annual monitoring schedule.

C.1.3.1.2 A statistically valid sampling methodology to ensure onsite monitoring by the Managing Entity:

C.1.3.1.2.1 At least once every three years, for Network Service Providers with national accreditation,

C.1.3.1.2.2 At least annually for Network Services Providers without national accreditation for which the subcontract includes any level of residential or inpatient services, and

C.1.3.1.2.3 At least biennially for Network Service Providers without national accreditation for which the subcontract does not include any level of residential or inpatient services or does not include any client services.

C.1.3.1.3 The monitoring schedule shall distinguish between onsite monitoring and desk reviews.

C.1.3.1.4 Policies, procedures, and tools for General Contract Monitoring, which shall include the following components:

C.1.3.1.4.1 Fiscal stability;

C.1.3.1.4.2 Records;

C.1.3.1.4.3 Corrective Action Plan review;

C.1.3.1.4.4 Audits;

C.1.3.1.4.5 Accounting System;

C.1.3.1.4.6 Insurance;

C.1.3.1.4.7 Sponsorship;

C.1.3.1.4.8 Publicity;

C.1.3.1.4.9 Lobbying;

C.1.3.1.4.10 Client Risk and Incident Reporting;

C.1.3.1.4.11 Intellectual Property Rights;

C.1.3.1.4.12 Data Security;

C.1.3.1.4.13 Confidentiality of Client Information;

C.1.3.1.4.14 Assignments and Subcontracts;

C.1.3.1.4.15 Grievance Procedures; and

C.1.3.1.4.16 Employment verification pursuant to § 448.095, F.S.

C.1.3.1.5 Policies, procedures, and tools for Program Monitoring, which shall include the following components:

C.1.3.1.5.1 Scope of service;

C.1.3.1.5.2 Service tasks;

C.1.3.1.5.3 Staffing requirements;

C.1.3.1.5.4 Deliverables;

C.1.3.1.5.5 Data validation;

C.1.3.1.5.6 Performance specifications;

C.1.3.1.5.7 Network Service Provider responsibilities, including the requirements of **Sections C.2.2.3** and **C.2.2.9**;

C.1.3.1.5.8 Method of payment;

C.1.3.1.5.9 Fidelity to evidence-informed level of service need determinations and subsequent service placement; and

C.1.3.1.5.10 Appropriate licensure as required by statute or regulation.

C.1.3.1.6 Policies, procedures, and tools for Background Screening Monitoring, which, shall include the following components:

C.1.3.1.6.1 Level 2 screening;

C.1.3.1.6.2 Screening exemptions or exclusions; and

C.1.3.1.6.3 Attestations.

C.1.3.1.7 Policies and procedures that comply with § 394.9082(5)(q), F.S.

C.1.3.1.8 Policies and procedures for corrective action plan closure that ensure validation of all completed corrective action tasks and documentation of improved performance within 90 days after the completion date established in each corrective action plan.

C.1.3.2 The Managing Entity shall monitor Network Service Providers, in compliance with § 402.7306, F.S., and CFOP 75-8. Monitoring shall include, but is not limited to:

C.1.3.2.1 Compliance with federal and state confidentiality laws;

C.1.3.2.2 Compliance with the requirements and restrictions of the Block Grant funds, and accompanying maintenance of efforts requirements;

C.1.3.2.3 State and federal grant programs;

C.1.3.2.4 Compliance with specific appropriations, or GAA directed projects;

C.1.3.2.5 Compliance with TANF;

C.1.3.2.6 Compliance with the provisions of Ch. 65E-14, F.A.C.; and

C.1.3.2.7 A sample of case management records to verify that services identified in community living support plans for residents of Assisted Living Facilities with Limited Mental Health Licenses are provided pursuant to § 394.4574, F.S.

C.1.3.2.8 Compliance with the requirements of **Section C.2.2.3**.

C.1.3.3 The Managing Entity shall make available to the Department, the results of both planned and ad hoc monitoring, by uploading to the electronic vault within 30 days of completion.

C.1.3.4 Internal capacity of Managing Entity shall be adequate to perform high quality monitoring and care coordination functions, in comparison to leadership roles within the organizational structure.

C.1.3.5 Successful acquisition of additional local state or federal funding.

C.1.3.6 The Managing Entity shall comply with all requirements for representation amongst board members. The Managing Entity board shall consult with, or receive input from, individuals with lived experience contending with substance use or mental health issues, a family member of an individual served, and a youth representative of at least 16 years of age (accompanied by a family member or guardian).

C.1.3.7 The Managing Entity shall contract with Medicaid Managed Care plans, school districts, Community-Based Care Lead Agencies, County Health Departments, Rural Health Clinics, Federally Qualified Health Centers (FQHCs), Continuums of Care (CoC), Department of Juvenile Justice (DJJ), Agency for Persons with Disabilities (APD), Department of Health (DOH), the court system, and other key stakeholders. If contracts are impracticable, the Managing Entity shall engage key stakeholders and establish MOUs or MOAs to demonstrate its positive community standing.

C.1.3.7.1 The Managing Entity must submit each signed contract, MOU, or MOA to the Department's Contract Manager by **July 30th** each year.

C.1.3.8 Grievance Procedures

C.1.3.8.1 A grievance is defined as an expression of dissatisfaction about any matter other than an adverse benefit determination. Possible subjects for grievances include, but are not limited to, the quality of care, the quality of services provided and aspects of interpersonal relationships such as rudeness of a provider staff person or Managing Entity employee, or failure to respect a client's rights. The Managing Entity shall establish and maintain a system for reviewing and resolving client

grievances. Components must include a transparent and easily accessible process by which individuals served may file grievances and a process by which unresolved grievances may be elevated to the Department.

C.1.3.8.1.1 A client may file a grievance with the Managing Entity verbally or in writing at any time.

C.1.3.8.1.2 The Managing Entity must acknowledge receipt of the client's grievance in writing within five business days of grievance receipt.

C.1.3.8.1.3 Grievances must be resolved within 30 days of submission unless:

C.1.3.8.1.3.1 The client asks for an extension, or the Managing Entity documents that additional information is needed and the delay is in the client's interest; or

C.1.3.8.1.3.2 The Managing Entity shall provide oral notice of the reason for the delay to the client by close of business on the day of the determination, and written notice of the reason for the delay to the client within two (2) calendar days of the determination.

C.1.3.8.2 Any grievances not resolved within 30 days of submission or extended pursuant to **C.1.3.9.2.3** shall be elevated to the Department.

C.1.3.8.3 The Managing Entity shall maintain a complete and accurate record of all grievances. The Managing Entity shall make all grievance records available to the Department upon request.

C.1.4 Data Collection, Reporting, and Analysis Function

C.1.4.1 The Managing Entity shall implement shared data systems necessary for the delivery of coordinated care and integrated services, the assessment of Managing Entity performance and Network Service Provider performance and the reporting of outcomes and costs of services.

C.1.4.2 The Managing Entity shall develop and implement policies and procedures that protect and maintain the confidentiality of sensitive information of Individuals Served.

C.1.4.3 The Managing Entity shall require accurate and timely data entry from Network Service Providers for performance outcomes measurement, in accordance with established business requirements for data submission, and § 394.74(3)(e), F.S. The data must:

C.1.4.3.1 Enable expenditures to be tracked by program, fund type, and service;

C.1.4.3.2 Capture service utilization by type and recipient; and

C.1.4.3.3 Document quality of care, access to services, and outcomes for each individual served within the Network.

C.1.4.3.4 Capture client-specific data, such as:

C.1.4.3.4.1 Client demographics;

C.1.4.3.4.2 Procedure codes;

C.1.4.3.4.3 Primary and secondary diagnoses;

C.1.4.3.4.4 Any relevant Z code(s); and

C.1.4.3.4.5 Provider type.

C.1.4.4 The Managing Entity shall electronically submit all data, as established by business requirements, to the SAMH Data System by the 18th of each month and ad hoc requests in adherence to the identified deadline. The Department may require alternative reporting due dates for certain programs through the incorporated programmatic Guidance Document. The Department reserves the right to require certain data that is needed for specified ad hoc, federal discretionary grants, or other needs prior to the 18th of each month.

C.1.4.4.1 If a data reporting system is down, inaccessible, or otherwise unusable, all data required for submission under this Contract must be submitted to the Department as soon as the system is available, or alternative solutions will be provided.

- C.1.4.5** The Department will provide a monthly records acceptance and rejection report to the Managing Entity. The Managing Entity shall correct 95% of rejected records within 60 days after each report is issued.
- C.1.4.6** Within 60 days of execution, the Managing Entity shall submit an Information Technology Plan (ITP) for Department approval prior to implementation. This plan shall be reviewed annually for progress and shall be included with the Annual Business Operations Plan. The ITP shall demonstrate that the Managing Entity's data system shall be able to meet the following minimum requirements:
- C.1.4.6.1** The exchange of screening and assessment results among Network Service Providers to better coordinate care as outlined in the current ITP;
 - C.1.4.6.2** Automated referral and electronic consent for release of confidential information within and between Network Service Providers;
 - C.1.4.6.3** Integrated processes for tracking and coordinating intake, admission, discharge and follow-up throughout the Network;
 - C.1.4.6.4** Electronic reconciliation of invoices submitted to the Department, including reconciliation of the amount of funding and services specified in this contract;
 - C.1.4.6.5** Electronic reconciliation of the Managing Entity's audit report and data information system for Individuals Served;
 - C.1.4.6.6** Automated processes for state and federal data analysis and reporting; and
 - C.1.4.6.7** Compliance with federal and state laws, and regulations pertaining to security and privacy of protected health information.
- C.1.4.7** The Managing Entity shall provide Department approved Regional and Headquarters staff with access to its data system for Department funded individuals served and services.
- C.1.4.8** The Managing Entity shall provide data system training and training products for Department approved staff.
- C.1.4.9** The Managing Entity shall create and maintain accurate and complete Network Service Provider information for its Network in the Data System. The Managing Entity shall require that changes or updates to Network Service Provider records in the SAMH Data System are made within 30 days of a known change.
- C.1.4.10** The Managing Entity shall be responsible for maintaining all SAMH Data System access data accounts for persons affiliated with its Network.
- C.1.4.11** The Managing Entity shall participate in statewide data activities, including standing Department SAMH data conference calls or meetings. When possible, the Managing Entity shall make arrangements for the Managing Entity's Data Officer, or designee, to attend policy or strategic meetings in person.
- C.1.4.12** The Managing Entity's Data Officer, or designee, shall participate in the Department's SAMH data training. The Managing Entity shall be responsible for training other required Managing Entity staff and affiliated personnel on accessing and using SAMH data systems.
- C.1.4.13** The Managing Entity shall verify that data submitted is consistent with the data maintained locally by Network Service Providers in their Individuals Served files.
- C.1.4.14** The Managing Entity shall review the Department's file upload history in the SAMH Data System to determine the number of records accepted, updated, and rejected. Based on this review, the Managing Entity shall correct the erroneous records for resubmission in the SAMH Data System within 60 days after submission.
- C.1.4.15** The Managing Entity shall require that all data collection required as a result of Federal and State grant awards is submitted to the appropriate parties and completed within the timeframes established by the grantor. The Department will provide technical assistance to the Managing Entity.

C.1.4.16 The Managing Entity shall require public receiving facilities, detoxification facilities and addictions receiving facilities within its Network to collect and submit the acute care service utilization data specified in § 394.9082(10), F.S., according to the timeframes established therein, using a file transfer protocol process or a web portal developed by the Managing Entity.

C.1.4.17 Each fiscal year, the Managing Entity shall submit data to the Department's designated electronic repository to document the negotiated rate for each covered service. The Managing Entity shall validate, update, if necessary, within 30 days of any change, and certify the accuracy and completeness of all data in the repository.

C.1.5 Fiscal Responsibility Function

C.1.5.1 The Managing Entity shall comply with **Guidance 22 – Federal Grant Financial Management Requirements.**

C.1.5.2 The Managing Entity's financial management and accounting system must have the capability to generate financial reports detailing by fund source, individual recipient utilization, and cost, which, at a minimum, will meet federal requirements for the Block Grants

C.1.5.3 The Managing Entity shall ensure that it budgets and accounts for revenues and expenditures in compliance with Ch. 65E-14, F.A.C.

C.1.5.4 Direct and indirect costs eligible for payment from Department funds are expenses directly incurred by the Managing Entity to manage Behavioral Health Services under and pursuant to this contract and in accordance with:

C.1.5.4.1 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

C.1.5.4.2 2 CFR Part 300.1 – Adoption of 2 CFR Part 200;

C.1.5.4.3 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards;

C.1.5.4.4 The Reference Guide for State Expenditures, which is incorporated herein by reference and may be located at: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>; and

C.1.5.4.5 § 215.97, F.S. – Florida Single Audit Act.

C.1.5.5 Managing Entity operational and indirect costs shall not include any Network Service Provider indirect costs.

C.1.5.6 Annually by **October 31**, the Managing Entity shall complete an evaluation of existing rates for all services and all providers, in comparison to provider actual documented costs incurred during the previous Fiscal Year. Annually by **November 30**, the Managing Entity shall use the results of the evaluation to renegotiate rates with providers when indicated, in compliance with Ch. 65E-14, F.A.C., taking into consideration all available funding under which a service is allowable, including current fiscal year funding, carry forward funding, and nonrecurring funding appropriate for the service.

C.1.5.7 The Managing Entity financial systems must support efficient utilization of all available funding to serve the broadest allowable population and implement initiatives as directed by the Department. Specifically, the Managing Entity shall not adopt internal allocation barriers limiting the use of available funding throughout the service area such as regional rate caps, circuit allocation minimums, models prioritizing select providers, or other practices resulting in systematic underutilization of funding.

C.1.6 Disaster Planning and Response Function

C.1.6.1 Planning

The Managing Entity shall cooperate with the Department to develop a regional disaster plan that reflects the Managing Entity's planned involvement with community-based disaster management agencies. The regional disaster plan shall include, but not be limited to, pre-disaster records protection; alternative suitable accommodations and supplies for Individuals Served in residential settings during a

disaster or emergency; and post-disaster recovery efforts which allow for post-disaster continuity of services.

C.1.6.2 Response

The Managing Entity shall be responsible for providing the FEMA CCP services in the event of a qualifying declared major disaster.

C.1.6.2.1 The Managing Entity shall designate a lead CCP Network Service Provider responsible for services in each county within the Managing Entity's service area. A Network Service Provider's designation may include multiple counties. The Managing Entity shall provide a comprehensive list of said Network Service Providers to the Department's Disaster Behavioral Health Coordinator within 60 days of execution, updated annually no later than **June 1**, and updated as needed within 10 days of any changes to the designated Network Service Provider.

C.1.6.2.2 At the direction of the Department's Disaster Behavioral Health Coordinator, the Managing Entity shall implement CCP services through the designated CCP Network Service Provider according to the terms and conditions of any CCP grant award approved by representatives of FEMA and SAMHSA, using the CCP contract template, provided in **Guidance 23 – Crisis Counseling Program**.

C.1.6.2.3 The Managing Entity shall ensure compliance with the FEMA CCP Guidance, which is incorporated herein by reference and may be located at: <https://www.samhsa.gov/dtac/ccp-toolkit>

C.2 ADMINISTRATIVE TASKS

C.2.1 Staffing

C.2.1.1 The Managing Entity shall comply with its staffing plan contained in the Department-approved Form CF-MH 1042, SAMH Projected Operating and Capital Budget, in accordance with Rule 65E-14.021, F.A.C.

C.2.1.2 The Managing Entity shall, within five (5) business days, submit written notification to the Department's Contract Manager if any of the following positions are to be changed and identify the individual and qualifications of the successor:

C.2.1.2.1 Chief Executive Officer (CEO);

C.2.1.2.2 Chief Operations Officer (COO); or

C.2.1.2.3 Chief Financial Officer (CFO).

C.2.1.3 The structure and membership of Managing Entity's Board of Directors shall comply with § 394.9082(4), F.S., Ch. 617, F.S., and Executive Order 18-81.

C.2.1.4 The Managing Entity shall nominate a member of its staff to perform the following functions:

C.2.1.4.1 A member of the Managing Entity staff that is available to the Department for providing an immediate response 24 hours a day, seven (7) days a week.

C.2.1.4.2 A member of the Managing Entity staff to be a Consumer Affairs Representative, or equivalent title. The name of and contact information for this person shall be submitted to the Department at execution and annually on or before **July 1**.

C.2.1.4.3 A member of the Managing Entity staff to serve as the Facilities Representative, or equivalent title as point of contact for reintegrating individuals that are ready for discharge from State Mental Health Treatment Facilities. The name and contact information of this person shall be submitted to the Department at execution and updated annually no later than **July 1**.

C.2.1.4.4 A member of the Managing Entity staff to serve as the Network Service Provider Affairs Ombudsman, or equivalent title. This position shall be the first point of contact for Network-Managing Entity questions, concerns, and disputes. The name and contact information of this person shall be submitted to the Department at execution and updated annually no later than **July 1**.

C.2.1.4.5 A member of the Managing Entity or a subcontractor staff to serve as a Data Officer to participate in statewide data activities.

C.2.1.4.6 A member of the Managing Entity staff to serve as a Full-Time Equivalent (FTE) Lead Housing Coordinator, in compliance with the provisions of **Guidance 21 – Housing Coordination**.

C.2.2 Subcontracting

C.2.2.1 The Managing Entity shall subcontract with Network Service Providers to provide community-based Behavioral Health Services, as authorized in § 394.74 and 394.9082, F.S., subject to the provisions of **Section 4.6**.

C.2.2.2 Additional Program Specific Funds

C.2.2.2.1 The Managing Entity shall incorporate into subcontracts any additional program-specific funds appropriated by the Legislature for services, as specified in **Exhibit C1**. Any increases will be documented through an amendment to this Contract, resulting in a current fiscal year funding and corresponding service increase. Such increase in services must be supported by additional deliverables as outlined in the amendment.

C.2.2.2.2 Each subcontract with providers or projects identified in **Exhibit C1** as specified by the current fiscal year General Appropriations Act shall contain terms and conditions requiring quarterly Return on Investment (ROI) reporting.

C.2.2.2.2.1 For each applicable subcontract, unless provided a multiple-provider specific reporting template by the Department, the Managing Entity shall negotiate a specific ROI performance measure aligned to the terms of the funding requests filed with the legislature for each provider or project.

C.2.2.2.2.2 The performance measure shall include a specific methodology for calculating the ROI in terms of savings to the state or cost avoidance incurred as a result of the designated funding.

C.2.2.2.2.3 The Managing Entity shall submit **Template 30 – Proviso Project Return on Investment Report** no later than the 15th of the month following each fiscal year quarter of service for each project.

C.2.2.2.2.3 The Managing Entity shall collaborate with the Department to amend into this Contract all applicable requirements of any appropriations, awards, initiatives, or federal grants received by the Department.

C.2.2.2.4 In any subcontract with providers or projects identified as nonrecurring proviso in **Exhibit C1** as specified by the current fiscal year General Appropriations Act, the Managing Entity may not incorporate any additional requirements beyond what has been prescribed by the Legislature.

C.2.2.2.4.1 The Managing Entity shall not include any restrictions to meet federal financial assistance criteria found in 42.U.S.C. s. 300x, or 42 U.S.C. s. 300x-21.

C.2.2.2.4.2 The Managing Entity shall not include restrictions to the target population beyond the scope of the legislative funding requests referenced in **Exhibit C1**.

C.2.2.2.4.3 The Managing Entity shall not apply client eligibility standards found in Chapter 394, F.S., Chapter 397, F.S., or 65E-14 F.A.C., to any nonrecurring proviso projects identified in **Exhibit C1**.

C.2.2.2.5 All subcontracts with Network Service Providers shall include, at a minimum:

C.2.2.2.5.1 Exhibit B1;

C.2.2.2.5.2 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

C.2.2.2.5.3 2 CFR Part 300.1 – Adoption of 2 CFR Part 200;

C.2.2.2.5.4 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards

- C.2.2.2.5.5** the Reference Guide for State Expenditures;
- C.2.2.2.5.6** Chapter 65E-14, F.A.C.;
- C.2.2.2.5.7** Block Grant requirements, including maintenance of effort;
- C.2.2.2.5.8** State and federal grant requirements;
- C.2.2.2.5.9** TANF requirements, if applicable; and
- C.2.2.2.5.10** Department policies related to the delivery of service.
- C.2.2.2.5.11** Requirements to comply with the provisions of § 448.095, F.S.
- C.2.2.2.6** Clearly identifiable deliverables and performance measures that set minimum acceptable levels of service;
- C.2.2.2.7** The outcome measures established pursuant to **Section E.2**. The methodology and algorithms to be used in determining performance are outlined in **Guidance 24 – Performance Outcomes Measurement Manual**;
- C.2.2.2.8** The timely access measures established pursuant to **Section E.3**;
- C.2.2.2.9** The National Voter Registration Act (NVRA) of 1993, Pub. L. 103-31 (1993), § 97.021 and 97.058, F.S., and Ch. 1S-2.048, F.A.C., in accordance with **Guidance 25 – National Voter Registration Act Guidance**;
- C.2.2.2.10** Participation in any Department-sponsored Network Service Provider satisfaction surveys;
- C.2.2.2.11** Adoption of the American Society of Addiction Medicine (ASAM) level of care determination criteria for all subcontracts serving persons with substance use disorders. The ASAM criteria are published at <https://www.asam.org/asam-criteria/about-the-asam-criteria>; and
- C.2.2.2.12** Requirements for all Network Service Providers to provide contact information for Mobile Response Teams to individuals, who receive behavioral health services.
- C.2.2.2.13** Requirement for all Designated Receiving Facilities to enter data into the Departments Baker Act data portal.
- C.2.2.2.14** Requirements for all Medicaid-enrolled Network Service Providers, prior to invoicing the Managing Entity for any services provided to any Medicaid-enrolled recipients, to document the Network Service Provider has:
 - C.2.2.2.14.1** Submitted a prior authorization request for any Medicaid-covered services provided.
 - C.2.2.2.14.2** Appealed any denied prior authorizations.
 - C.2.2.2.14.3** Provided assistance to appeal a denial of eligibility or coverage.
 - C.2.2.2.14.4** Verified the provided service is not a covered service under Florida Medicaid, as defined in Chapter 59G-4, F.A.C., or is not available through the individual's MMA Plan.
 - C.2.2.2.14.5** In cases where the individuals Medicaid-covered service limit has been exhausted for mental health services, an appropriately licensed mental health professional has issued a written clinical determination that the individual continues to need the specific mental health treatment service provided.
 - C.2.2.2.14.6** In cases where the individual's Medicaid-covered service limit has been exhausted for substance use disorder treatment services a qualified professional as defined in § 397.311(35), F.S., has issued a written clinical determination that the individual continues to need the specific service provided.
- C.2.2.3** The Managing Entity shall conduct cost analyses for each subcontract and all supporting documentation shall be retained in the Managing Entity's contract file for the respective Network Service Provider.

C.2.2.4 Subject to the limitations of Florida law, the Managing Entity shall develop a procurement policy that will outline the processes used to publicize opportunities to join the Network and evaluate Network Service Providers for continued participation in the Network. The procurement policy shall be approved by the Department prior to implementation and made publicly available on the Managing Entity's website. This policy shall comply with state and federal expectations for grantees, and the effective use of public funding. This policy shall be submitted within 90 days of execution and must be approved by the Department prior to implementation.

C.2.2.5 The Managing Entity shall make all subcontract documents available in an Electronic Vault. The Managing Entity shall ensure that all documents are clearly legible and those not requiring an original signature are uploaded in their original formats. All contracts initially assigned to the Managing Entity must be uploaded to the Electronic Vault within 60 days of assignment to the Managing Entity. All new contracts or changes to existing contracts shall be uploaded within 10 business days of contract execution.

C.2.2.6 Files of Individuals Served

The Managing Entity shall require that Network Service Providers maintain all current and subsequent medical records and clinical files of Individuals Served. In the event a Network Service Provider program closes, the Managing Entity shall:

C.2.2.6.1 Maintain all inactive records documenting services provided with SAMH funds in compliance with the records retention requirements of **Section 5**; and

C.2.2.6.2 Coordinate the transition of active records documenting services provided with SAMH funds to a successor Network Service Provider for the program, as identified by the Managing Entity, in compliance with any service transition requirements in the terminated subcontract or a transition plan developed in coordination with the successor Network Service Provider.

C.2.2.7 Community Persons Served Satisfaction Survey

The Managing Entity shall ensure all Network Service Providers conduct satisfaction surveys of individuals served pursuant to PAM 155-2.

C.2.2.8 Third Party Billing

The Managing Entity shall adhere to the following guidelines for payment of services billed by Network Service Providers:

C.2.2.8.1 Department funds may not reimburse services provided to:

C.2.2.8.1.1 Individuals who have third party insurance coverage when the services provided are paid under the insurance plan; or

C.2.2.8.1.2 Medicaid enrollees or recipients of another publicly funded health benefits assistance program, when the services provided are paid by said program.

C.2.2.8.2 Department funds may reimburse services provided to:

C.2.2.8.2.1 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

C.2.2.8.2.2 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.

C.2.2.8.3 The Managing Entity shall ensure that Medicaid funds will be accounted for separately from funds for this Contract at both the Network Service Provider and Managing Entity levels. This includes services such as SIPP, FACT, CAT, FIT, and Central Receiving Systems.

C.2.2.9 Related Parties

C.2.2.9.1 The Managing Entity must provide written notice to the Department prior to entering into a subcontract when there is a potential of any of the following, when services or purchases utilizing the Department or Federal pass-through funds, exceeds \$65,000.

C.2.2.9.1.1 Ownership interest (either directly or by Managing Entity board members or officers) in the subcontractor;

C.2.2.9.1.2 Commonality of any board members or officers of Managing Entity with the subcontractor;

C.2.2.9.1.3 Ownership interest by the subcontractor (either directly or by their board members or officers) in the Managing Entity;

C.2.2.9.1.4 Ownership interests of a third entity (or its board or officers) in both the Managing Entity and the Subcontractor;

C.2.2.9.1.5 Any employment relationship between the subcontractor and Managing Entity board members or officers; or

C.2.2.9.1.6 Commonality of board members or officers between a third entity and both the Managing Entity and the subcontractor.

C.2.2.9.2 Managing Entity board members, officers, and prospective board members and officers have an affirmative obligation to disclose a potential conflict of interest to the board. If the board determines a conflict exists with a current board member or officer, it must notify the Department.

C.2.2.9.3 Determination of when services or purchases exceed \$65,000 cannot be avoided by subdivision. Expenditures with the same entity over any 36-month period shall be summed for the purposes of this determination.

C.2.2.9.4 By its representative's signature on this Contract, the Managing Entity certifies it has disclosed in writing to the Department any actual or potential conflicts requiring notice per the above and that no additional conflicts, perceived or actual, exist with its board or officers. The Provider shall annually thereafter make this certification as to the prior year. Failure to truthfully and accurately make such certification is a material breach of this contract by Provider.

C.2.2.9.5 Provider will submit written notice to the Department prior to awarding Department funds through a non-competitive procurement if said purchase exceeds \$65,000, Further, Provider will submit written notice to the Department before entering into any agreement with a person or entity that is being contracted with as a single source purchase.

C.2.3 Records and Documentation

C.2.3.1 The Managing Entity shall protect the confidentiality of all records in its possession and ensure that all Network Service Providers protect confidential records from disclosure and protect the confidentiality of Individuals Served in accordance with federal and state law.

C.2.3.2 The Managing Entity shall notify the Department of any requests made for public records within 10 business days of receipt of the request and shall assume all financial responsibility for records requests, records storage, and retrieval costs.

C.2.3.3 The Managing Entity shall maintain adequate documentation of the provision of all tasks, deliverables and expenditures related to its operations.

C.2.3.4 The Managing Entity shall monitor the maintenance of Network Service Providers documentation of the provision of all services, sufficient to provide an audit trail.

C.2.4 Reports

C.2.4.1 The Managing Entity shall demonstrate acceptable performance of the administrative functions and progress towards meeting behavioral health service delivery targets by submitting all required documentation specified in **Exhibit C2** by the dates specified therein.

C.2.4.2 The Managing Entity shall make all requested documentation available in the Electronic Vault. All reports and plans or changes to existing reports and plans shall be uploaded within 10 business days of the change or Department approval, when approval of a plan is required.

C.2.4.3 Within 30 days after each fiscal year's **Exhibit F1** is amended into this Contract and prior to the start of a Network Service Provider's contract or subcontract period, the Managing Entity shall:

C.2.4.3.1 Submit a revised Form CF-MH 1042, pursuant to Rule 65E-14.021(5)(d), F.A.C.; and

C.2.4.3.2 Review, approve and submit all Network Service Provider forms required pursuant to Rule 65E-14.021(5)(e), F.A.C., and submit to the Department in the Electronic Vault.

C.2.4.4 The Managing Entity shall require that all Network Service Providers comply with **the Certification Regarding Lobbying Form (CF 1123)**.

C.2.4.5 Local Match

The Managing Entity shall ensure that Network Service Providers annually complete and submit the Department-approved **Template 9 – Local Match Calculation Form**.

C.2.4.6 Quarterly Report

The Managing Entity shall submit a report detailing its quarterly activities and performance, no later than **October 20, January 20, April 20** and **August 15**. The report shall contain the following minimum elements:

C.2.4.6.1 Exhibit B1;

C.2.4.6.2 Overview of necessary adjustments to any elements of the Annual Business Operation Plan required by **Section C.1.1.7**, including justification for proposed changes, identification of barriers or anticipated barriers to achieving stated goals, and proposed strategies to mitigate the impact of said barriers on the Network;

C.2.4.6.3 Network management including:

C.2.4.6.3.1 New subcontracts, or amendments to existing subcontracts with Network Service Providers;

C.2.4.6.3.2 Collaborative strategies and activities with the Department or Stakeholders; and

C.2.4.6.3.3 Adverse fiscal impact of proposed Network changes and recommendations for resolution.

C.2.4.6.4 Network Service Provider performance including:

C.2.4.6.4.1 Monitoring and review results, including reports and corrective action plans or other necessary follow-up actions; and

C.2.4.6.4.2 Performance measures.

C.2.4.6.5 Implementation of specific appropriations, or grant funds, including copies of all ROI reports required by **Section C.2.2.2.2**;

C.2.4.6.6 Any adverse finding or report against a Network Service Provider by any regulatory or law enforcement entity; and

C.2.4.6.7 Any additional recurring reporting elements requested by the Department.

C.2.4.7 Where this Contract requires the delivery of reports to the Department, mere receipt by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall require a separate act in writing within 15 days of receipt of the report by the Department. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in this contract and must notice the Managing Entity electronically within 15 days of receipt of the report by the Department. The Department may allow additional time within which the Managing Entity may remedy the objections noted by the Department or the Department may, after having given the Managing Entity a reasonable opportunity to complete, make adequate, or acceptable, such reports, declare the contract to be in default.

C.2.4.8 The Managing Entity shall submit the information required by § 394.9082(3)(m), F.S., annually no later than **May 1**.

C.2.4.9 When a required report is intended for Department transmittal to any party external to the Department, the Managing Entity shall prepare the report in compliance with the Department's Style Guide published by the Office of Communications. The Department shall provide a copy of the style guide annually and notify the Managing Entity of any periodic revisions. Annually before August 1, the Department shall provide a list of the reports to which this requirement adheres.

C.2.5 Preference to Florida-Based Businesses

The Managing Entity shall maximize the use of state residents, state products, and other Florida-based businesses in fulfilling its contractual duties under this contract.

C.2.6 Use of Department's Operating Procedures

The Managing Entity shall use the Department's Operating Procedures until its agency procedures are approved by the Department for implementation. In the event of differing interpretation, the parties agree to meet for resolution. The Managing Entity shall have its operating procedures approved within 180 days of contract execution. The Department agrees to review proposed operating procedures submitted by the Managing Entity and will respond in writing with comments or will approve within 30 working days from the day of receipt. Once approved by the Department, the Managing Entity's operating procedures may be amended without further Departmental review provided that they conform to state and federal laws and regulations.

C.2.7 National Provider Identifier (NPI)

C.2.7.1 All health care providers, including Managing Entities and Network Service Providers, are eligible to be assigned a Health Insurance Portability and Accountability Act (HIPAA) National Provider Identifier (NPI). However, Network Service Providers who are covered entities meeting the requirements of 45 CFR Part 162 must obtain and use NPIs.

C.2.7.2 An application for an NPI may be submitted online at:

https://hmsa.com/portal/provider/zav_pel.ph.NAT.500.htm

C.2.7.3 Additional information can be obtained from one of the following websites:

C.2.7.3.1 The National Plan and Provider Enumeration System (NPPES):

<https://nppes.cms.hhs.gov/NPPES>

C.2.7.3.2 The CMS NPI: <https://www.cms.gov/Regulations-and-Guidance/Administrative-Simplification/NationalProvidentStand/>

C.3 STANDARD CONTRACT REQUIREMENTS

The Provider will perform all acts required by **Sections 4, 5, 7, 8 and 9** of this Contract.

C.4 MARKETING

C.4.1 The Managing Entity shall ensure compliance with all State and federal marketing requirements, including monitoring and overseeing the activities of its subcontractors and all persons acting for, or on behalf of, the Managing Entity.

C.4.2 The Managing Entity shall ensure that marketing, including marketing plans and materials, is accurate and does not mislead, confuse, or defraud recipients or the Agency. The Managing Entity shall not distribute marketing materials that are materially inaccurate, misleading, or otherwise make material misrepresentations.

C.4.3 Managing Entities must provide an opt-out process for enrollees and potential enrollees who previously voluntarily agreed to receive email or other electronic communications to no longer receive such communications.

C.4.4 The Managing Entity shall submit all co-branded marketing materials to the Department for approval. The Managing Entity is responsible for ensuring the accuracy and compliance of all marketing materials that it or its subcontractors distribute that includes the Department's logo.

C.4.4.1 While the Managing Entity is only required to submit co-branded materials to the Department for approval, it is encouraged to submit all marketing materials that relate to Department funds and services to the Department for review.

C.4.5 The Managing Entity is encouraged, when practicable, to collaborate with the Department in its marketing and social media campaigns.

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EXHIBIT C1 – REGION-SPECIFIC APPROPRIATIONS

C1.1 Pursuant to the terms of **Section C.2.2.2.1**, the Managing Entity shall subcontract for the for the Department-specified special projects and the legislatively appropriated program-specific funds detailed herein. Each subcontract shall require the Network Service Provider to use these funds only for the specified service and to report the unique numbers of individuals served or services provided with these funds as distinct reporting elements within the subcontract report requirements.

C1.2 The Managing Entity shall provide the Department with a copy of the executed subcontract document for each program-specific fund no later than 30 days after this exhibit is incorporated into the Managing Entity’s contract. The subcontract document shall include:

- C1.2.1** A description of the service purchased with the specific appropriation;
- C1.2.2** The payment methodology and rate applied to the service;
- C1.2.3** Output and outcome performance measures applied to the service; and
- C1.2.4** The reporting requirements implemented to ensure regular and ad hoc status updates to the Department.

C1.3 The Managing Entity shall ensure each Network Service Provider:

- C1.3.1** Complies with all applicable reporting standards established for the special project or service identified herein, and
- C1.3.2** Complies with any requirements established by the Executive Office of the Governor for return-on-investment reporting.

C1.4 Department-Specified Special Projects

C1.4.1 Prevention Partnership Grants

Pursuant to Notices of Award for the Prevention Partnership Grants (PPG) solicitation, the Managing Entity shall execute 3-year subcontracts with Network Service Providers for the amounts detailed in Table 1a for the implementation of the PPG program.

C1.4.1.1 The Managing Entity shall negotiate PPG services within the scope of work detailed in the Network Service Provider’s application.

C1.4.1.2 The Subcontract shall incorporate the specifications and elements detailed in the RFA, including but not limited to objectives, measures, and reporting.

C1.4.1.3 The Subcontract shall incorporate funding as detailed in **Table 1a** for reasonable, allowable, and necessary expenditures required to perform PPG services.

C1.4.1.4 The Subcontract shall require the Network Service Provider to enter all prevention data into the Department’s Performance Based Prevention System (PBPS).

C1.4.2 Opioid Settlement

C1.4.2.1 The Managing Entity shall expend monies from the opioid settlement Regional Fund on services within the non-Qualified Counties specified in Table 1a.

Table 1a – Department-Specified Special Projects

Project	Provider	Amount	Recurring?
Prevention Partnership Grant DCF RFA 2324 013	1. Hanley	1. \$150,000.00 per year	Yes FY25-26 through FY26-27
	2. Hanley Desoto, Hardee, Highlands	2. \$150,000.00 per year	
	3. Drug Free Charlotte County	3. \$150,000.00 per year	
	4. Baycare Behavioral Health Care Pasco	4. \$150,000.00 per year	
	5. Hanley Collier	5. \$150,000.00 per year	
	6. Centerstone	6. \$150,000.00 per year	
	7. Hanley Manatee	7. \$150,000.00 per year	
	8. Inneract Alliance	8. \$138,789.00 per year	
Coordinated Opioid Recovery	Pasco County	\$TBD	No
	Pinellas County	\$TBD	
	Mantee County	\$TBD	

Table 1a – Department-Specified Special Projects			
Project	Provider	Amount	Recurring?
(CORE) Network of Addiction Care	Lee County	\$TBD	
	Sarasota County	\$TBD	
	Collier County	\$TBD	
	Hillsborough County	\$TBD	
	Polk County	\$TBD	
	Charlotte County	\$TBD	
	Glades County	\$TBD	
	Hendry County	\$TBD	
	Highlands County	\$TBD	
Opioid Settlement Regional Fund			

C1.5 Fiscal Year 2025-2026 Appropriations

Pursuant to the FY25-26 General Appropriations Act, Ch. xxxx-xx, Laws of Fla., the Managing Entity shall implement the following summarized in **Table 1b**.

Table 1b – Fiscal Year 2025-2026 Appropriations			
Appropriation	Provider	Amount	Recurring?
Line # TBD	Pregnant Women, Mothers, and Affected Families Funding Allocated to the following providers: 1. TBD 2. TBD	1. \$TBD 2. \$TBD	Yes
	Family Intensive Treatment (FIT) funding, allocated to the following amounts for services in the designated locations 1. TBD 2. TBD	1. \$TBD 2. \$TBD	Yes
Line # TBD	Provider Funding Request TBD	\$TBD	No
	Provider Funding Request TBD	\$TBD	
	Provider Funding Request TBD	\$TBD	
Line # TBD	Provider Funding Request TBD	\$TBD	No

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EXHIBIT C2 – ME REQUIRED REPORTS, PLANS, AND FUNCTIONAL TASKS

All Requirements in **Table 2** must be submitted to the Contract Manager electronically and be uploaded to the ME’s secure web-based document vault.

Table 2 – Required Submissions				
Section	Requirement	Required by	Frequency	Due No Later Than:
C2.1	Recurring Required Reports and Plans			
	Provider Tangible Property Inventory - <i>Template 1</i>	Section B.7.2; Guidance 2	Initial; Annual	Initial: within 30 days of execution; Annual: July 31
	Regional planning documents	Section C.1.1.2	As Needed	As Needed
	Triennial Needs Assessment	Section C.1.1.6	Every 3 years	October 1, 2025, and 2028
	Coordinated Children’s System Plan	Section C.1.1.14		January 1, 2028
	Managing Entity Annual Business Operations Plan <i>Template 4, including:</i> <ul style="list-style-type: none"> • <i>Updates to SMHTF Discharge Reintegration Plan</i> • <i>Updates to Triennial Needs Assessment</i> • <i>Updates to Care Coordination Plan</i> • <i>Updates to Quality Assurance Plan</i> • <i>Annual ALF-LMH Plan</i> • <i>Annual Network Service Provider Monitoring Plan</i> • <i>Updates to Coordinated Children’s System Plan</i> 	Section C.1.1.7	Annually	Annual: July 30 Addendum, if necessary: 30 days after receipt of initial Schedule of Funds for each fiscal year
	Enhancement Plan	Section C.1.1.8	Annually	August 1
	Record Transition Plan - <i>Guidance 3</i>	Section C.1.1.9	Once	Within 90 days of execution
	Care Coordination Plan	Section C.1.1.10	Initial; Annual	Initial: within 60 days of execution; Annual: July 30
	Quality Assurance Plan	Section C.1.1.11	Initial; Annual	Initial: within 60 days of execution; Annual: July 30
	Fraud and Abuse Prevention Protocol	Section C.1.2.9	Once	Within 60 days of execution
	Network Service Provider Monitoring Plan	Section C.1.3.1	Initial; Annual	Initial: within 30 days of execution; Annual: July 30
	Information Technology Plan	Section C.1.4.6	Initial; Annual	Initial: within 60 days of execution; Annual: July 30
	Procurement Policy	Section C.2.2.5	Once	Within 90 days of execution
	National Voters Registration Act Quarterly Report	Guidance 25	Quarterly	January 10; April 10; July 10; October 10

Table 2 – Required Submissions				
Section	Requirement	Required by	Frequency	Due No Later Than:
C2.2	Required Financial Forms and Documents			
Managing Entity Operating and Capital Budget <i>Template: Form CF-MH 1042, per Ch. 65E-14, F.A.C.</i>	Section C.2.4.3	As Needed	30 days after any amendment to Exhibit F1	
Managing Entity Fixed Advance Payment Invoice - <i>Template 10</i>	Sections F.2.2 and F.3.1.1	Annually	July 1	
Interest remittance and documentation of interest on advances	Section F.2.3	Quarterly	As Needed	
Managing Entity Monthly Fixed Payment Invoice - <i>Template 10</i>	Section F.3.1.1	Monthly; and FY Final: Annually	20 th of month following service delivery FY Final: August 15	
SAMH Managing Entity Monthly Progress Report - <i>Template 11</i>	Sections F.3.1.2 and F.3.3			
SAMH Managing Entity Monthly Expenditure Report – <i>Template 12</i>	Section F.3.1.3	Monthly	20 th of month following service delivery. FY Final: August 15	
SAMH Managing Entity Monthly Carry Forward Expenditure Report - <i>Template 13</i>	Section F.3.1.4			
Cost Allocation Plan - <i>Template 14</i>	Section F.4	Initial, Annual Update, and Revisions as needed	Initial: Within 30 days of execution. Annual Update: August 31. Revisions: Within 20 days of notifying the Department	
Managing Entity Spending Plan for Carry Forward Report <i>Template 15</i>	Section F.5.2	Annually	Within 30 days of confirmation of approved amount from the Department.	
Financial and Compliance Audit	Attachment 1	Annually, and as needed	The earlier of 180 days after the end of the provider's fiscal year or 30 days after the ME's receipt of the audit report.	
BNet Statement of Program Cost	Guidance 12		September 1	
S. 394.9082(3)(m), F.S. Documentation: <ul style="list-style-type: none"> • Certification of Executive Compensation PCMT-08-202 • Executive Compensation Detail in excess of 150% of the Secretary's Salary • IRS Forms 990 and related documents • Auditor reports • Annual reports 	Section 7.13 Section C.2.4.8	Annually	May 1	

Table 2 – Required Submissions				
Section	Requirement	Required by	Frequency	Due No Later Than:
Section 394.9082(3), F.S. Operational and Financial Audit Documentation		Section A.5.1.4	As Needed	Within one business day of request, unless expressly authorized by the Department for a later submission date.
C2.3	Required Data Submission and Performance Reporting			
Substance Abuse and Mental Health Block Grant Report -Template 2		Section B1-4.2	Semi-annually	March 15 September 1
Narrative Report for the SAMH Block Grant - Template 3		Section B1-4.3	Biennially	May 30 of odd-numbered years
Monthly Data Submission to SAMH Data System		Section C.1.4.4	Monthly	18 th of each month following service delivery
Submission of Corrected Records to SAMH Data System		Section C.1.4.14	As needed	Within 60 days after initial record submission
Data required by Federal or State Grant Awards Other than Sections C3-3.7 and C3-3.8, below		Section C.1.4.15	As needed	As established by Grantor timeframes
Quarterly Report		Section C.2.4.6	Quarterly	October 20; January 20; April 20; August 15
Family Intensive Treatment (FIT) Data		Guidance 18	Monthly	18 th of each month following service delivery
Care Coordination Report - Template 21		Guidance 4	Monthly	18 th of each month following service delivery
Transitional Voucher Incidental Report – Template 32		Guidance 29	Quarterly	October 20; January 20; April 20; August 15
Catalog of Care Validation		Section C.1.4.17	Annual	Within 2 calendar weeks of receipt
C2.4	Required Contract Forms and Documents			
Proof of Insurance		Section 4.8 and Section A.4.2	Annually; and as needed	Initial: upon execution; Annual: March 31; and As needed: Within 30 days of a modification of terms
Employment Screening Affidavit		Section 4.16.2	Annually	Later of July 1 or Anniversary of Previous Annual
Security Agreement Form		Section 5.4.2	Annually	Upon execution; Updated annually
Civil Rights Compliance Checklist - CF Form 946		Section 4.1.1.3 & CFOP 60-16	Initial; Annual	Initial: Within 30 days of execution, Thereafter: July 15
Emergency Preparedness Plan		Section 9.2	Initial; Annual	Initial: Within 30 days of execution Update: every 12 months after acceptance of Initial

Table 2 – Required Submissions				
Section	Requirement	Required by	Frequency	Due No Later Than:
C2.5	Functional Tasks and Deadlines			
	Notification of Network Service Provider performance that may interrupt service delivery or involve media coverage	Section C.1.2.8	As needed	Within 48 hours
	Incident Report Submission to IRAS- Management & Oversight	Sections 4.15 and C.1.2.15	As needed	Upon discovery of an incident
	Designate CCP Providers	Section C.1.6.2.1	Once, and as needed	Initial: Within 60 days of execution As needed: Within 10 days of any change
	Staffing Changes – CEO, COO, CFO	Section C.2.1.2	As needed	Within 5 business days of any change
	Staff Designations: <ul style="list-style-type: none"> • Responsible for providing immediate response • Consumer Affairs Representative • Facility Representative • Network Service Provider Affairs Ombudsman • Data Officer • Lead Housing Coordinator • List of Children’s Care Coordinators 	Section C.2.1.4 - C2.1.4.5	Initial and as needed	Initial: upon execution
	Establish & maintain internet-based electronic vault for accessing contract-related documents	Sections C.2.2.6 and C.2.4.2	Once; and as needed	Initial: Within 60 days of assignment As Needed: New documents within 10 business days
	Submission of all subcontracts with Network Service Providers; and agreements and MOU with regional stakeholders.	Sections C.1.2.18 and C.2.2.6	Initial and as needed	Initial: Within 60 days of execution As needed: Within 10 days of any change
	Child Welfare Integration Working Agreement	Guidance 19	Initial; Annual	October 1, 2025 Reviewed Annually
C2.6	Network Service Provider Supplemental Reports			
	CAT Program Report – Appendix 1	Guidance 32	Monthly	18th of each month following service delivery
	FACT Quarterly Report – Template 29	Guidance 16	Quarterly	October 20; January 20; April 20; August 15
	CAT Program Quarterly Supplemental Data Report – Appendix 2	Guidance 32	Quarterly	October 20; January 20; April 20; August 15
	CAT Program Return on Investment Report – Appendix 3	Guidance 32	Quarterly	18 th of the month following each quarter

Table 2 – Required Submissions				
Section	Requirement	Required by	Frequency	Due No Later Than:
	Monthly Mobile Response Team Report – <i>Template 28</i>	Guidance 34	Monthly	18 th of each month following the service delivery
	Return on Investment Reports – <i>Template 30</i>	Section C.2.2.2.2 and Exhibit C2	Quarterly	15 th of the month following the quarter
	Intermediate Level FACT Reports	Guidance 36	As needed	Within 48 hours of request
	CAT Ages 0-10 Performance Report – <i>Appendix 1</i>	Guidance 38	Monthly	18 th of the month following service delivery
	CAT Ages 0-10 Monthly Supplemental Data Report – <i>Appendix 2</i>		Quarterly	October 20; January 20; April 20; August 15
	Conditional Release Report -<i>Template 22</i>			
	Forensic Diversion Report - <i>Template 23</i>	Guidance 6		
	Community Forensic Beds Report – <i>Template 33</i>			
	Forensic Multidisciplinary Team Report - <i>Template 25</i>	Guidance 28		
	Family Support Team Persons Served and Performance Measure Report – <i>Appendix 1</i>	Guidance 40	Monthly	18 th of the month following service delivery
	Family Support Team Quarterly Supplemental Data Report – <i>Appendix 2</i>	Guidance 40	Quarterly	October 20; January 20; April 20; August 15
	SOR Reports	Guidance 42	Monthly	18 th of the month following service delivery
	\$126 Million Tracking Tool	Section F.3.1.5	Monthly	20 th of the month following service delivery
	Sustainability Plan – <i>Template 36</i>	Section C.1.1.7.4	Annually, and as needed	As needed: within 30 days of a modification of terms; Annually September 1.

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EXHIBIT D – DELIVERABLES

D.1 SERVICE UNIT

D.1.1 The primary service unit is one month of the Managing Entity's performance of the functions specified in **Exhibits C, C1 and C2** and the delivery of Behavioral Health Services detailed in **Template 11 – Managing Entity Monthly Progress Report**.

D.1.2 In the event the Department authorizes Disaster Behavioral Health (DBH) Response services, as detailed in **Section C.1.6**,

D.1.2.1 A supplemental service unit is one month of subcontracted DBH services in any county identified by the Department in **Exhibit C1**.

D.1.2.2 Minimum performance for payment is one hour of actual service time documented as detailed in **Section F.8**, using **Template 24 - Disaster Behavioral Health Managing Entity Supplemental Invoice and Expenditure Report**.

D.2 GENERAL PERFORMANCE SPECIFICATIONS

The Managing Entity shall be solely and uniquely responsible for the satisfactory performance of the tasks described in this Contract. By execution of this Contract, the Managing Entity assumes responsibility for the tasks, activities, and deliverables described herein; and warrants that it fully understands all relevant factors affecting accomplishment of the tasks, activities, and deliverables; and agrees to be fully accountable for the performance thereof whether performed by the Managing Entity or its Network Service Providers.

D.3 PERFORMANCE MEASURE FOR ACCEPTANCE OF DELIVERABLES

D.3.1 To obtain approval of deliverables and services for payment,

D.3.1.1 The Managing Entity must document monthly progress toward compliance with the performance outcome targets specified in **Section E.1**; and

D.3.1.2 The Managing Entity must document the Network's monthly progress toward the annual fiscal year service output measure targets in **Section E.4**.

D.3.2 The Managing Entity is responsible and accountable for meeting all performance outcomes measure targets. The Managing Entity shall manage and oversee the collection of data from Network Service Providers in order to assure that targets are met, as a Network.

D.3.3 The performance measure targets shall be subject to periodic review by the Department and adjustments to the targets or the measures may be recommended as a part of Template 4 – Managing Entity Annual Business Operations Plan.

D.3.4 The Managing Entity agrees that the SAMH Data System will be the source for all data used to determine compliance with performance measures. Performance of Network Service Providers shall be monitored and tracked by the Managing Entity. The Managing Entity shall provide applicable technical assistance to Network Service Providers and initiate corrective actions, as required, and will report to the Department.

D.3.4.1 Department performance measure compliance determinations are final. Once performance measures have been calculated using the data submitted in the SAMH Data System, performance data may not be altered or amended. Subsequent performance data submission will not impact the initial performance measure compliance determination.

D.4 PERFORMANCE MEASURE TERMS

PAM 155-2 provides the definitions of the data elements used for various performance measures and contains policies and procedures for submitting the required data into the SAMH Data System.

D.5 PERFORMANCE MEASURE METHODOLOGY

The methodology and algorithms to be used in assessing the Managing Entity's performance are outlined in **Guidance 24 – Performance Outcomes Measurement Manual**.

EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E.1 To demonstrate delivery of the Service Tasks detailed in **Section C.1**, the Managing Entity shall meet the annual performance measures in **Table 3**.

E.1.1 Financial consequences will be imposed consistent with **Table 3** for failure to satisfy the identified performance measures. Multiple financial consequences may be applied to a single invoice for that month’s administrative costs if multiple performance measures are not met. The aggregate financial consequence for an invoice shall not exceed 10% of the Managing Entity administrative cost. The financial consequence for failure to satisfy a Performance Measure for business days one, two, or three is \$100 per incident. The financial consequence for failure to satisfy a Performance Measure for days four to 15 is \$200 per incident. The financial consequence for failure to satisfy a Performance Measure for after 15 days is \$500 per incident.

E.1.1.1 Any financial consequences incurred pursuant to this section shall generate a reduction in payment associated with the Managing Entity Administrative Cost other cost accumulator identified in **Exhibit F1**.

E.1.1.2 The Department, in its sole discretion, may waive financial consequences for extenuating circumstances.

Table 3 – Managing Entity Performance Measures

Measure Description	Financial Consequence	Reporting Frequency
<p>E.1.2 Development and Planning Function</p> <p>E.1.2.1 The Managing Entity actively seeks to expand its provider network and/or service capacity, based on service needs determined by the Triennial Needs Assessment or Department priorities and subject to the availability of funds, per C.1.1.1, and the provider network is increased by 5% over its baseline in the first year and then greater than or equal to 2% per year thereafter. Numerator: Number of providers. Denominator: This is measured by the number of new providers added to the network</p> <p>E.1.2.2 Per C.1.1.3.2, the Managing Entity shall increase diversions from acute care services. The readmission rate is equal to or less than 20% the first year and increases 1% thereafter. Numerator: Number of readmissions. Denominator: number of discharges all multiplied by 100.</p> <p>E.1.2.3 The Managing Entity shall ensure that 50% of individuals served within the service area meet the time and distance standards detailed in C.1.1.6.6.1 and C.1.1.6.6.2:</p> <p>E.1.2.3.1 Travel time for 50% or fewer individuals residing in the Region in urban counties and seeking services is within 30 miles and takes less than 60 minutes. This shall increase 10% per year thereafter, up to 70%. Numerator: Number of individual patients who traveled a maximum of 60 minutes and 30 miles to access care.</p>	<p>Section E.1.1.</p>	<p>E.1.2.1 Annually</p> <p>E.1.2.2 Annually</p> <p>E.1.2.3 Monthly</p> <p>E.1.2.4 Monthly</p> <p>E.1.2.5 Annually</p>

Table 3 – Managing Entity Performance Measures		
Measure Description	Financial Consequence	Reporting Frequency
<p>Denominator: Total number of patients seen all multiplied by 100.</p> <p>E.1.2.3.2 Travel time for 50% or fewer individuals residing in the Region in rural counties and seeking services is within 50 miles and takes less than 120 minutes. This shall increase 10% per year thereafter, up to 70%. Numerator: Number of individuals who traveled a maximum 120 minutes and 50 miles to access care. Denominator: Total number of individuals seen multiplied by 100.</p> <p>E.1.2.4 The Managing Entity Actively seeks to expand the number of services added and it is increased by greater than or equal to 5% over its baseline in the first year and then greater than or equal to 2% per year thereafter.</p>		
<p>E.1.3 Administrative Function</p> <p>E.1.3.1 Per C.1.2.4, the Managing Entity shall accept 90% of willing providers that meet standard credentialing requirements which may include an evaluation of past performance or satisfactory performance with: another Managing Entity Network, another health network or managed care plan, and within available funding and based on community need as identified in the Triennial Needs Assessment. When funding or community need does not support the addition of a new network service provider, the ME may adopt a prequalification process.</p> <p>E.1.3.2 Per C.1.2.10, the Managing Entity shall respond within the 24-hours to 95% of requests received during business hours.</p> <p>E.1.3.3 Per C.1.2.10, the Managing Entity shall respond to 95% of after-hours referral requests on the following business day. The Managing Entity is required to have a monitoring log available at the Department’s request to establish this measure.</p> <p>E.1.3.4 The Managing Entity shall participate in a minimum of 80% of monthly local and regional review team, and other multidisciplinary staffing meetings in their service area.</p>	Section E.1.1.	<p>E.1.3.1 Monthly</p> <p>E.1.3.2 Monthly</p> <p>E.1.3.3 Monthly</p>
<p>E.1.4 Administrative Function</p> <p>E.1.4.1 The Managing Entity shall comply 100% with the Department and its authorized representative contracted to conduct operational and financial audits in accordance with §</p>	Failure to satisfy this measure will result in a financial consequence of \$1000 per day of the Managing Entity operational cost.	Within one (1) business day of request, unless a later submission deadline is expressly authorized by the Department.

Table 3 – Managing Entity Performance Measures		
Measure Description	Financial Consequence	Reporting Frequency
<p>394.9082(3), F.S. and requirements established in Section A.1.5.4</p> <p>E.1.4.2 The Managing Entity shall provide 100% of any data or information requested by the Department or its authorized representative contracted to conduct these operational and financial audits in accordance with § 394.9082(3), F.S. and requirements established in Section A.1.5.4</p>		
<p>E.1.5 Network Services (Section C.1.2.2)</p> <p>E.1.5.1 The Managing Entity shall demonstrate progress by reducing the average number of days individuals remain on the on the Forensic and Priority Population Wait List.</p>	Section E.1.1.	E.1.4.1 Monthly
<p>Systemic Monitoring:</p> <p>E.1.6 The Managing Entity shall complete monitoring, in accordance with Section C.1.3 of no less than 40% of all Network Service Providers included in C.1.3.1.2 each fiscal year. Completion of monitoring includes the release of a final monitoring report to the Department and the Network Service Provider.</p>	Section E.1.1.	E.1.5 Annually
<p>E.1.7 Per C.1.3.4, The Managing Entity shall participate in 80% of local and regional review team, and other multidisciplinary staffing.</p>	Section E.1.1.	E.1.6 Monthly
<p>E.1.8 Data Collection, Reporting, and Analysis Function</p> <p>E.1.8.1 Per C.1.4.5, the Department will provide a monthly records acceptance and rejection report to the Managing Entity. The Managing Entity shall correct 95% of rejected records within 60 days after each report is issued.</p> <p>E.1.8.1.1 Records that are not timely submitted will be considered rejected.</p>	Section E.1.1.	E.1.7.1 Monthly
<p>Network Service Provider Compliance:</p> <p>E.1.9 For each Network Service Provider Measure established in Table 4, subcontracted services within the Managing Entity’s service location shall collectively achieve a minimum of 90% of the annual target level for the measure.</p> <p>This measure shall be demonstrated on an annual basis. Progress towards attainment of this measure shall be demonstrated by the monthly submission</p>	Section E.1.1.	E.1.8 Annually

Table 3 – Managing Entity Performance Measures		
Measure Description	Financial Consequence	Reporting Frequency
<p>of Template 11 – Managing Entity Monthly Progress Report.</p> <p>This measure shall be calculated as an aggregate of all applicable services reported by all subcontracted Network Service Providers taken collectively. The Managing Entity may establish subcontract targets which vary from the targets in Table 4 for any Network Service Provider or any individual measure, so long as the aggregate performance of all Network Service Providers in the Managing Entity system attains the Table 4 target performance.</p>		
<p>Block Grant Implementation: The Managing Entity shall ensure 100% of the cumulative annual Network Service Provider expenses comply with the Block Grants and maintenance of effort allocation standards established in Section B1.2.2. Progress toward attainment of this measure shall be demonstrated by the achievement of quarterly milestones for each fiscal year. Of the annual amount for each specified fund source appropriated to the Managing Entity, the following minimum percentages of each fund’s amount shall be documented as expended in compliance with the applicable allocation standard:</p> <p>E.1.10 A minimum of 50% expended by December 31;</p> <p>E.1.11 A minimum of 100% by June 30.</p>	<p>Section E.1.1.</p>	<p>E.1.9 Annually E.1.10 Annually</p>
<p>Implementation of General Appropriations Act: The Managing Entity shall meet 100% of the following requirements:</p> <p>E.1.12 Implementation of Specific Appropriations demonstrated by executed contracts with Network Service Providers no later than 60 days after execution of the initial Schedule of Funds amendment each fiscal year; and</p> <p>E.1.13 Submission of all plans, pursuant to Exhibit C2 by September 30.</p>	<p>The Managing Entity shall not be responsible for any financial consequences associated with special proviso contracts or agreements that are not fully executed by the annual deadline stipulated in this Contract unless such delays are caused by the Managing Entity’s failure to demonstrate reasonable steps to provide the NSP with a contract or agreement in a timely manner. Delays attributed to the NSPs contract or amendment approval process, will not be considered a cause for imposing financial</p>	

Table 3 – Managing Entity Performance Measures		
Measure Description	Financial Consequence	Reporting Frequency
	consequences on the managing entity. Section E.1.1.	

E.2 To comply with the subcontract content requirements of **Section C.2.2**, the Managing Entity shall incorporate the Network Service Provider Measures in **Table 4** into each Network Service Provider subcontract, as appropriate to the services and target populations in each subcontract. The Managing Entity is not required to apply the Network Targets to each individual subcontract. Rather, the Managing Entity shall establish specific targets for each measure in each subcontract, sufficient to ensure the Network cumulatively reaches the specified Network Targets.

Table 4 – Network Service Provider Measures			
Target Population and Measure Description		Network Target	Minimum Acceptable Network Performance
Adult Community Mental Health			
MH003	Average annual days worked for pay for adults with severe and persistent mental illness	40	36
MH703	Percent of adults with serious mental illness who are competitively employed	24%	21.6%
MH742	Percent of adults with severe and persistent mental illnesses who live in stable housing environment	90%	81.0%
MH743	Percent of adults in forensic involvement who live in stable housing environment	67%	60.3%
MH744	Percent of adults in mental health crisis who live in stable housing environment	86%	77.4%
Adult Substance Abuse			
SA753	Percentage change in individuals served who are employed from admission to discharge	10%	9.0%
SA754	Percent change in the number of adults arrested 30 days prior to admission versus 30 days prior to discharge	15%	13.5%
SA755	Percent of adults who successfully complete substance abuse treatment services	51%	45.9%
SA756	Percent of adults with substance abuse who live in a stable housing environment at the time of discharge	94%	84.6%
Children’s Mental Health			
MH012	Percent of school days seriously emotionally disturbed (SED) children attended	86%	77.4%
MH377	Percent of children with emotional disturbances (ED) who improve their level of functioning	64%	57.6%
MH378	Percent of children with serious emotional disturbances (SED) who improve their level of functioning	65%	58.5%

Table 4 – Network Service Provider Measures			
Target Population and Measure Description		Network Target	Minimum Acceptable Network Performance
MH778	Percent of children with emotional disturbance (ED) who live in a stable housing environment	95%	85.5%
MH779	Percent of children with serious emotional disturbance (SED) who live in a stable housing environment	93%	83.7%
MH780	Percent of children at risk of emotional disturbance (ED) who live in a stable housing environment	96%	86.4%
Children’s Substance Abuse			
SA725	Percent of children who successfully complete substance abuse treatment services	48%	43.2%
SA751	Percent change in the number of children arrested 30 days prior to admission versus 30 days prior to discharge	20%	18.0%
SA752	Percent of children with substance abuse who live in a stable housing environment at the time of discharge	93%	83.7%

E.3 To comply with the subcontract content requirements of **Section C.2.2**, the Managing Entity shall incorporate the Network Service provider timely access measures in **Table 5** into each Network Service Provider subcontract, as appropriate to the services and target populations in each subcontract. The Managing Entity shall establish specific targets for each measure in each subcontract, sufficient to ensure the Network cumulatively reaches the specified network targets.

Table 5 – Network Service Provider Timely Access Measures			
Measure Description	Minimum Acceptable ME Network Performance		
	Effective 7/1/2025	Effective 7/1/2027	Effective 7/1/2029
Appointments for urgent services (services needed to preclude a crisis) provided within 48 hours of a request.	70%	80%	90%
Appointments for rapid intervention for children, families, or individuals in distress or at risk for entry into foster care, justice systems or more intensive services within 72 hours from the date of a referral or request for assistance.	70%	80%	90%
Appointments for outpatient follow-up services provided within 7 days after discharge from an inpatient or residential setting.	70%	80%	90%
Appointments for initial assessment are provided within 14 days of a request for treatment.	70%	80%	90%

E.4 To demonstrate delivery of the Service Tasks detailed in **Section C.1**, and the subcontract content requirements of **Section C.2.2.3**, the Managing Entity shall ensure the Network cumulatively reaches the annual output measures in **Table 6**.

Table 6 – Network Service Provider Output Measures Persons Served for Fiscal Year 2025-2026		
Program	Service Category	FY Target
Adult Mental Health	Residential Care	940
	Outpatient Care	47,984
	Crisis Care	10,499
	State Hospital Discharges	50
	Peer Support Services	1,823
Children's Mental Health	Residential Care	12
	Outpatient Care	9,799
	Crisis Care	1,508
Adult Substance Abuse	Residential Care	2,430
	Outpatient Care	19,187
	Detoxification	4,192
	Women's Specific Services	247
	Injecting Drug Users	4,395
	Peer Support Services	3,174
Children's Substance Abuse	Residential Care	29
	Outpatient Care	3,455
	Detoxification	108
	Prevention	1,598

E.5 If the Managing Entity fails to perform in accordance with this Contract or fails to perform the minimum level of service required by this Contract, the Department will apply financial consequences as stated herein. The parties agree that the financial consequences provided for under **Exhibit E** constitute financial consequences under § 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 payment until deficiency is cured, tendering partial payments, applying payment adjustments for additional financial consequences to the extent that this Contract so provides, or termination pursuant to the terms of **Section 6.2**, and requisition of services from an alternate source. Any payment made in reliance on the Managing Entity'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.

E.6 Corrective Action for Performance Deficiencies

E.6.1 By execution of this Contract, the Managing Entity hereby acknowledges and agrees that its performance under the Contract must meet the standards set forth above and will be bound by the conditions set forth in this Contract. 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 Managing Entity to the Department's satisfaction, the Department may terminate the contract. The Department has the exclusive authority to determine whether there are extenuating or mitigating circumstances.

E.6.2 In accordance with the provisions of § 402.73(1), F.S., and Rule 65-29.001, F.A.C., corrective action plans shall be required for noncompliance, nonperformance, or unacceptable performance under this Contract, and penalties shall be imposed for failure to comply with a Department approved corrective action plan unless the Department determines that extenuating circumstances exist.

E.6.3 Financial consequences may be imposed for failure to meet performance measures.

E.7 For reference purposes, **Table 7** identifies additional minimum performance measures identified in other documents incorporated by reference into this Contract. The Managing Entity shall include the measures in **Table 7** in subcontracts for the specified services or programs, wherever appropriate.

Table 7 – Network Service Provider Subcontracted Performance Measures			
Service	Required by	Subcontracted Performance Measure	Target
Prevention Services	Guidance 10, Section B.12.	Data shall be submitted no later than the 15th of every month	90%
		Department-identified errors in data submitted shall be corrected within thirty (30) days of notification	90%
Prevention Partnership Grants (PPG)	Guidance 14, Section 3	Improvements in these state priorities for consumption reductions: Underage drinking; Marijuana use; and Non-medical prescription drug use	Demonstrated Improvement
	Guidance 14, Section 4	Quantify the activities of a program or strategy to evaluate the extent to which a program is implemented	To be established by quantified data
Florida Assertive Community Treatment (FACT) Handbook	Guidance 16, Section VI.	Stable Housing	90% or most current guidance
		Days Worked	40 days or most current guidance
		Initial Assessments	90% on day of enrollment
		Comprehensive Assessments	90% within 60 days of enrollment
		Individualized Comprehensive Recovery Plan	90% within 90 days of enrollment
		Completed psychiatric/social functioning history timeline	90% within 120 days of enrollment
		Work Related Services	50%
		Housing Services	90%
		Staffing Requirements	90%
		Admissions to SMHTF	30 days of discharge
Family Intensive Treatment (FIT) Model Guidelines and Requirements	Guidance 18, Section IV.	Stable Housing	95%
		Stable Employment	95%
		Parenting Functioning	90%
		Caregiver Protective Capacities	90%
Central Receiving Systems	Guidance 27, Section E	Reduce law enforcement drop-off processing time	15 minutes or less
		Increase participant access to community-based behavioral health services	Increase Access
		Reduce number of individuals admitted to SMHTF	Reduce Admissions
		School Attendance	80%

Table 7 – Network Service Provider Subcontracted Performance Measures			
Service	Required by	Subcontracted Performance Measure	Target
Community Action Treatment (CAT) Team	Guidance 32, Section 2	Improved Level of Functioning based upon CFARS or FARS	80%
		Living in a Community Setting	90%
		Improved Family Functioning, based on Child Well-being Domain, NCFAS-G+R	70%
Mobile Response Team (MRT)	Guidance 34, Section G	60-minute response time	85%
		Seven (7) formal outreach activities annually	90%
		Minimum number served	Established by Network Service Provider
Linking, Advocating, Treating, Transitioning, Empowering and Recovery Support (LATTERS)	Guidance 36, Section IV.	Stable housing	90% or most current guidance
		Days worked	40 days or most current guidance
		Reduce crisis	15% or fewer admissions
		Improved level of functioning	75%
		Stable housing upon successful completion	95%
		Improved quality of life upon successful completion	90%
		Sustain improvements after successful completion	10% or fewer admissions
Family First Prevention Services Act (FFPSA) Teams	Guidance 37, Section IV	Successful completion or satisfactory progress	75%
		Improved caregiver protective capacity	90%
		Stable housing	80%
		School attendance	80%
CAT Team for Ages 0-10	Guidance 38, Section M	School, preschool, daycare attendance	80%
		Functional improvement	80%
		Living in a community setting	90%
		Improved family functioning, based on child well-being domain, NCFAS-G+R	65%
Multi-disciplinary Child Welfare Teams; Family Intensive Treatment	Guidance 39, Section IV	Successful completion of satisfactory progress	75%
		Improvement in Caregiver protective capacity	90%
		Stable housing	95%
		School attendance or gainful employment	95%

EXHIBIT F – METHOD OF PAYMENT

F.1 FUNDING

F-1.1 This advance fixed price, fixed payment Contract is comprised of federal and state funds, subject to reconciliation. **Exhibit F1** identifies the type and amount of funding provided. At the beginning of each fiscal year, the **Exhibit F1** will be amended into this Contract, and the total Contract amount in **Table 8** will be adjusted accordingly.

F.1.2 The contract total dollar amount shall not exceed the amount specified in **Section 1.1**, subject to the availability of funds, as specified in **Table 8**.

Table 8 – Contract Funding				
State Fiscal Year	Managing Entity Operational Cost	Direct Services Cost	Supplemental DBH Funds	Total Value of Contract
2025-2026	\$6,738,388.00	\$229,381,106.00	\$	\$236,119,494.00
2026-2027	\$6,738,388.00	\$229,381,106.00	\$	\$236,119,494.00
2027-2028	\$6,738,388.00	\$229,381,106.00	\$	\$236,119,494.00
2028-2029	\$6,738,388.00	\$229,381,106.00	\$	\$236,119,494.00
2029-2030	\$6,738,388.00	\$229,381,106.00	\$	\$236,119,494.00
Total	\$33,691,940.00	\$1,146,905,530.00	\$0.00	\$1,180,597,470.00

F.2 PAYMENT

F.2.1 The Department will pay the Managing Entity an operational cost for the management of the Network in accordance with the terms and conditions of this Contract. The direct service cost is defined as the annual value of the Contract less the total value of both the Managing Entity operational cost and the Supplemental DBH Funds.

F.2.2 In accordance with §. 394.9082, F.S., the Department will pay the Managing Entity a two-month advance at the beginning of each fiscal year, paid in two installments.

F.2.2.1 Annually on **July 1**, the Managing Entity shall submit the initial advance request, based on one-sixth of the amount of recurring funding included in the prior year’s **Exhibit F1**.

F.2.2.2 After the execution of an amendment containing the current year’s initial **Exhibit F1**, the Managing Entity shall submit a supplemental advance request, based on one-sixth of any increased amount in the current year **Exhibit F1** over the prior year **Exhibit F1**.

F.2.2.3 Thereafter, the Managing Entity shall request monthly fixed payments equal to the fiscal year contract balance divided by the number of months remaining in the fiscal year. The payment request may be subject to financial consequences, pursuant to **Section E.5.2**.

F.2.2.4 The advance and payment amount for each fiscal year are specified in **Exhibit F2**.

F.2.3 The Managing Entity shall temporarily invest surplus advance funds in an insured interest-bearing account, in accordance with § 216.181(16)(b), F.S. The Managing Entity shall remit to the Department, on a quarterly basis, any interest earned on advance funds via check. The Managing Entity must submit documentation from the financial entity where said funds are invested, evidencing the Annual Percentage Rate and actual interest income for each month.

F.2.4 The Managing Entity shall expend any advance in accordance with the General Appropriations Act.

F.2.5 The Managing Entity shall request payment in accordance with **Section F.3**.

F.3 INVOICE REQUIREMENTS

F.3.1 In accordance with **Exhibit F2**, the Managing Entity shall:

F.3.1.1 Request payment monthly through the submission of a properly completed **Template 10 – Managing Entity Monthly Fixed Payment Invoice**; and

F.3.1.2 Submit a properly completed **Template 11 – Managing Entity Monthly Progress Report**, for the month that payment is requested.

F.3.1.3 Submit a properly completed **Template 12 – Managing Entity Monthly Expenditure Report**, detailing actual costs incurred by the Managing Entity for the month that payment is requested. The SAMH Managing Entity Monthly Expenditure Report shall be certified by an authorized representative; and

F.3.1.4 Submit a properly completed **Template 13 – Managing Entity Monthly Carry Forward Expenditure Report**, detailing the expenditure of approved carry forward funds, until said funds are fully expended.

F.3.1.5 Submit a properly completed **Template 35 – FY 2023-24 \$126M Reporting Log**, detailing the expenditure of funds for the expansion of access to behavioral health services throughout the state and reduce waitlists for services that support individuals, children and families with complex needs through teaming approaches, treatment, residential services, and recovery supports.

F.3.2 Failure to submit the properly completed required documentation shall cause payment to be delayed until such documentation is received. Submission and approval of the elements in **Sections F.3.1** for the invoice period shall be considered the deliverables necessary for payment.

F.3.3 Within five business days of receipt of a properly completed invoice and **Template 11 – Managing Entity Monthly Progress Report**, the Contract Manager will either approve the invoice for payment or notify the Managing Entity in writing of any deficiencies that must be corrected by the Managing Entity before resubmission of the invoice.

F.3.4 The Department and the state's Chief Financial Officer reserve the right to request supporting documentation at any time, prior to the authorization of payment.

F.4 COST ALLOCATION PLAN

F.4.1 The Managing Entity shall submit an initial **Template 14 – Cost Allocation Plan** within 30 days of execution and a revised Cost Allocation Plan to the Contract Manager annually by August 31, unless otherwise extended in writing by the Department.

F.4.2 The Department will review the Cost Allocation Plan and provide any comments within 15 days of submission. Revisions required by the Department shall be submitted by the date of the payment request for **September**. Failure to have an approved Cost Allocation Plan by **October 20**, unless extended in writing by the Department, will result in no further payment being made to the Managing Entity until the Department approves the Cost Allocation Plan.

F.4.3 The Managing Entity shall submit a revised Cost Allocation Plan or a Cost Allocation Plan Addendum whenever the Managing Entity:

F.4.3.1 Experiences a change in the type of funding it receives, whether under this Contract or an outside funding source; for example, when a new OCA is added, when a new outside funding source contributes to the Managing Entity's operational revenue or when an existing funding source is discontinued;

F.4.3.2 Makes internal organizational changes that affect the cost allocation methodology; or

F.4.3.3 Makes any changes in the allocation of costs relative to funds provided under this Contract and other outside sources.

F.4.4 The Managing Entity may request to amend or revise its Cost Allocation Plan at any time during the state fiscal year, in writing to the Contract Manager. The Managing Entity shall submit the amended or revised Cost Allocation Plan within 20 days of providing written notification. The Department will review and provide written comments within 15 days of submission. The Managing Entity must submit a revised Cost Allocation Plan or a Cost Allocation Plan Addendum addressing any revisions required by the Department, within 15 days of the date of the Department's written response.

F.5 CARRY FORWARD FUNDING

F.5.1 In accordance with § 394.9082, F.S., the Managing Entity may carry forward documented unexpended state funds from one fiscal year to the next fiscal year, unless the following fiscal year falls outside the contract period, subject to the following conditions.

F.5.1.1 Any funds carried forward shall be expended in accordance with the General Appropriations Act in effect when the funds were allocated to the Managing Entity. The Managing Entity may request the Department's advance written approval authorizing proposed alternative uses of specifically allocated funds.

F.5.1.2 The cumulative amount carried forward may not exceed eight percent of the contract total. Any unexpended state funds in excess of eight percent must be returned to the Department.

F.5.1.3 The funds carried forward may not be used in any way that would create increased recurring future obligations, and such funds may not be used for any type of program or service that is not currently authorized by this contract.

F.5.1.4 Any unexpended funds that remain at the end of the contract period shall be returned to the Department.

F.5.2 Within 30 days after receiving confirmation of the approved carried forward amount from the Department, The Managing Entity shall submit a properly completed **Template 15 – Managing Entity Spending Plan for Carry Forward Report**.

F.5.3 The Managing Entity must submit a revised **Template 15 – Managing Entity Spending Plan for Carry Forward Report** when the Managing Entity receives the Department's advance written approval authorizing proposed alternative uses of specifically allocated funds and/or when the Managing Entity receives unearned funds associated with a prior fiscal year from a provider.

F.6 ALLOWABLE COSTS

F.6.1 All costs associated with performance of the services contemplated by this contract must be both reasonable and necessary and in compliance with the cost principles pursuant to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - Subpart E, 45 CFR Part 75 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards - Subpart E, The Reference Guide for State Expenditures, and Ch. 65E-14, F.A.C.

F.6.2 Unless otherwise specified in writing by the federal grant issuing agency, none of the funds provided under any federal grants may be used to pay the salary of an individual at a rate in excess of Level II of the Executive Schedule, published but the U.S. Office of Personnel Management at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>

F.6.3 Any compensation paid for an expenditure subsequently disallowed as a result of the Managing Entity's or any Network Service Providers' non-compliance with state or federal funding regulations shall be repaid to the Department upon discovery.

F.6.4 Invoices must be dated, signed by an authorized representative of the Managing Entity and submitted in accordance with the submission schedule in this contract, with appropriate service utilization and Individuals Served data accepted into the SAMH Data System, in accordance with PAM 155-2.

F.6.5 The Managing Entity is expressly prohibited from expending funds specified as "Direct Services Costs" in **Table 8**, for anything other than a subcontract with a Network Service Provider.

F.7 FINANCIAL RECONCILIATION

F.7.1 The Managing Entity shall submit reports that reflect the Managing Entity's actual operational cost and the actual service cost of the Network in accordance with **Exhibit F2**. The Managing Entity shall submit a final Managing Entity Monthly Expenditure Report annually no later than August 15. Payment for the final month of the fiscal year and carry forward shall not be approved until final reconciliation has been completed by the Department.

F.7.2 The Department will reconcile actual expenditures reported to the funds disbursed to the Managing Entity based on the properly completed Managing Entity Monthly Expenditure Reports and the Managing Entity Monthly Carry Forward Expenditure Reports, according to the following schedule:

F.7.2.1 Quarterly, after **September 30**, **December 31**, and **March 31** each state fiscal year during desk reviews; and

F.7.2.2 Annually, after **June 30** each state fiscal year during year end reconciliation.

F.7.3 Any funds disbursed to the Managing Entity that are not expended or were determined to have been expended for unallowable costs shall be considered overpayment to the Managing Entity. The Department shall recoup such overpayments pursuant to **Section 3.5**. In the event an overpayment is identified after the end of a fiscal year and no further invoice is due, the Managing Entity shall remit the overpayment to the Department via check.

F.8 SUPPLEMENTAL FEMA CRISIS COUNSELING PROGRAM (CCP) PROVISIONS

Whenever the Department authorizes FEMA Crisis Counseling Program (CCP) services, pursuant to **Section C-1.6**, the following provisions shall apply, notwithstanding any provisions in this Contract to the contrary.

F.8.1 Supplemental Payments

F.8.1.1 The terms of **Section F.2** notwithstanding, the Department will pay the Managing Entity each month for the amount of actual expenditures incurred by the Managing Entity or its Network Service Providers in the course of providing CCP services.

F.8.1.2 Funds designated in **Exhibit F1** for CCP services shall be excluded from the fixed payment calculations specified in **Exhibit F2**.

F.8.1.3 For each authorized CCP service event, the Department shall, by amendment, specify a method of payment, a payment schedule, and a schedule for quarterly and final actual expenditure reconciliations tailored to the Department's needs assessment projecting the duration of required CCP services.

F.8.1.3.1 In the event the Department projects the duration to be no more than 60 days from the date of a qualifying Presidential Emergency Declaration authorizing CCP services, the method of payment shall be via cost reimbursement invoicing.

F.8.1.3.2 In the event the Department projects the duration to exceed 60 days from the date of a qualifying Presidential Emergency Declaration, the Department may elect to provide pro-rata monthly Network Service Provider payments based on a percentage of the approved budget narrative, subject to a final reconciliation payment.

F.8.1.3.2.1 The Department reserves the right to suspend pro-rata monthly payments for CCP services if, in the Department's determination, any quarterly financial reconciliation identifies the risk of unearned funds at the conclusion of a CCP.

F.8.1.3.2.2 In the event the Department identifies actual unearned funds as a result of the final financial reconciliation of a CCP, the Managing Entity shall return the identified amount within 10 business days of the Department's notification of unearned funds.

F.8.2 Supplemental Allowable Costs

F.8.2.1 The terms of **Section F.6** notwithstanding, allowable costs for CCP services are expressly limited to the extent such expenditures are allowable under the terms and conditions of any funds awarded to the Department for the purpose of responding to a specific disaster event.

F.8.2.2 In response to each event, the Notice of Award, the Department's CCP application, plan of service, and budget narratives identifying allowable costs shall be incorporated by reference into **Exhibit C1**.

F.8.3 Supplemental Invoices

F.8.3.1 The terms of **Section F.3** notwithstanding, the Managing Entity shall request payment for CCP services through submission of **Template 24 - CCP Supplemental Invoice and Expenditure Report**.

F.8.3.2 The Managing Entity shall submit supplemental invoices on or before the 20th of each month for services provided during the preceding month unless the Department approves a request for an alternative invoicing schedule in writing.

F.8.4 Supplemental Financial Reconciliations

The terms of **Section F.7** notwithstanding, the Managing Entity shall submit financial reports reflecting actual CCP service expenses of the Managing Entity and its Network Service Providers as scheduled by and using templates distributed by the Department's Disaster Behavioral Health Coordinator. Actual CCP expenses may not include any Managing Entity allocated, administrative, overhead, or indirect expenses without express advance written authorization by the Department's Disaster Behavioral Health Coordinator.

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CONTRACT NO. GHME2

EXHIBIT F1 – SCHEDULE OF FUNDS

EXHIBIT F2 – SCHEDULE OF PAYMENTS

F2.1 Table 9 specifies the schedule of payments for Year 1 (SFY 2025-2026) of this Contract.

Table 9 - Schedule of Payments for Fiscal Year 2025-2026					
Month of Services	FY Contract Balance Prior to Payment	Fixed Payment Amount	FY Contract Balance after this Payment	Invoice Packet Due Date	Progress and Expenditure Report Period
Initial Advance	\$236,119,494.00	\$39,353,249.00	\$196,766,245.00	7/1/25	N/A
Supp Advance	\$0	\$0	\$0	Per F.2.2.2	N/A
Total Advance	\$236,119,494.00	\$39,353,249.00			
Jul-25	\$196,766,245.00	\$16,397,187.08	\$180,369,057.92	8/20/25	July
Aug-25	\$180,369,057.92	\$16,397,187.08	\$163,971,870.84	9/20/25	August
Sept-25	\$163,971,870.84	\$16,397,187.08	\$147,574,683.76	10/20/25	September
Oct-25	\$147,574,683.76	\$16,397,187.08	\$131,177,496.68	11/20/25	October
Nov-25	\$131,177,496.68	\$16,397,187.08	\$114,780,309.60	12/20/25	November
Dec-25	\$114,780,309.60	\$16,397,187.08	\$98,383,122.52	1/20/26	December
Jan-26	\$98,383,122.52	\$16,397,187.08	\$81,985,935.44	2/20/26	January
Feb-26	\$81,985,935.44	\$16,397,187.08	\$65,588,748.36	3/20/26	February
Mar-26	\$65,588,748.36	\$16,397,187.09	\$49,191,561.27	4/20/26	March
Apr-26	\$49,191,561.27	\$16,397,187.09	\$32,794,374.18	5/20/25	April
May-26	\$32,794,374.18	\$16,397,187.09	\$16,397,187.09	6/20/26	May
June-26	\$16,397,187.09	\$16,397,187.09	\$0	8/15/26	June
Total FY Payments		\$236,119,494.00			

F2.2 Table 10 details the schedule of payments for Year 2 (SFY 2026-2027) of this Contract.

Table 10 - Schedule of Payments for Fiscal Year 2026-2027					
Month of Services	FY Contract Balance Prior to Payment	Fixed Payment Amount	FY Contract Balance after this Payment	Invoice Packet Due Date	Progress and Expenditure Report Period
Initial Advance	\$	\$	\$	7/1/26	N/A
Supp Advance	\$	\$	\$	Per F.2.2.2	N/A
Total Advance	\$	\$			
July 2025	\$	\$	\$	8/20/26	July
August 2025	\$	\$	\$	9/20/26	August
September 2025	\$	\$	\$	10/20/26	September

October 2025	\$	\$	\$	11/20/26	October
November 2025	\$	\$	\$	12/20/26	November
December 2025	\$	\$	\$	1/20/27	December
January 2026	\$	\$	\$	2/20/27	January
February 2026	\$	\$	\$	3/20/27	February
March 2026	\$	\$	\$	4/20/27	March
April 2026	\$	\$	\$	5/20/27	April
May 2026	\$	\$	\$	6/20/27	May
June 2026	\$	\$	\$	8/15/27	June
Total FY Payments		\$			

F2.3 The Department shall amend into this Contract additional Schedules of Payments for any remaining fiscal years annually following the expiration of **Table 10**.

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ATTACHMENT 1 FINANCIAL COMPLIANCE

The administration of resources awarded by the Department to the Provider may be subject to audits as described in this Attachment.

1. MONITORING

1.1. In addition to reviews of audits conducted in accordance with 2 CFR §§200.500- 200.521 and §215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management, and programmatic requirements. Monitoring or oversight reviews include on-site visits by Department staff, agreed-upon-procedures engagements as described in 2 CFR §200.425, or other procedures. By entering into this agreement, the Provider shall comply and cooperate with any monitoring or oversight reviews deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Provider is appropriate, the Provider shall comply with any additional instructions provided by the Department regarding such audit. The Provider shall comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's Inspector General, the state's Chief Financial Officer or the Auditor General.

2. AUDITS

2.1. Part I: Federal Requirements

2.1.1. This part is applicable if the Provider is a state or local government, or a nonprofit organization as defined in 2 CFR §§200.500-200.521.

2.1.2. In the event the Provider expends \$750,000 (\$1,000,000 for fiscal years beginning on or after October 1, 2024) or more in federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§200.500-200.521. The Provider shall provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the Provider expends less than \$750,000 (\$1,000,000 for fiscal years beginning on or after October 1, 2024) in federal awards during its fiscal year, the Provider shall provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. If the Provider elects to have an audit that is not required by these provisions, the cost of the audit must be paid from non-federal resources. In determining the federal awards expended during its fiscal year, the Provider shall consider all sources of federal awards, including federal resources received from the Department of Children & Families, federal government (direct), other state agencies, and other non-state entities. The determination of amounts of federal awards expended shall be in accordance with guidelines established by 2 CFR §§200.500-200.521. An audit of the Provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

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

2.2. Part II: State Requirements

2.2.1. This part is applicable if the Provider is a non-state entity as defined by §215.97(2), F.S.

2.2.2. In the event the Provider expends \$750,000 or more in state financial assistance during its fiscal year, the Provider must have a state single or project-specific audit conducted in accordance with §215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The Provider shall provide a copy of the single audit to the Department's Single Audit Unit and its

contract manager. In the event the Provider expends less than \$750,000 in state financial assistance during its fiscal year, the Provider shall provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. If the Provider elects to have an audit that is not required by these provisions, the cost of the audit must be paid from non-state resources. In determining the state financial assistance expended during its fiscal year, the Provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

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

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

2.3. Part III: Report Submission

2.3.1. Audit reporting packages (including management letters, if issued) required pursuant to this agreement shall be submitted to the Department within 30 (federal) or 45 (state) days of the Provider's receipt of the audit report or within nine months after the end of the Provider's audit period, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

2.3.1.1. The Contract Manager.

2.3.1.2. Department of Children & Families, Office of the Inspector General, Single Audit Unit
HQW.IG.Single.Audit@myflfamilies.com.

2.3.1.3. Reporting packages required by **Part I** of this attachment shall be submitted, when required by 2 CFR §200.512 (d), by or on behalf of the Provider directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System, located at: <https://www.fac.gov/>, and other federal agencies and pass-through entities in accordance with 2 CFR §200.512.

2.3.1.4. Reporting packages required by **Part II** of this agreement shall be submitted by or on behalf of the Provider directly to the state Auditor General (one paper copy and one electronic copy) at:

Auditor General
Local Government Audits/251
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
flaudgen_localgovt@aud.state.fl.us.

The Auditor General's website (<https://flauditor.gov>) provides instructions for filing an electronic copy of a financial reporting package.

2.3.2. When submitting reporting packages to the Department for audits done in accordance with 2 CFR §§200.500-200.521, or Chapters 10.550 (local governmental entities), or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, the Provider shall include correspondence from the auditor indicating the date the audit report package was delivered to the Provider. When such correspondence is not available, the date that the audit report package was delivered by the auditor to

the Provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

2.3.3. Certifications that audits were not required shall be submitted within 90 days of the end of the Provider's audit period.

2.3.4. Any other reports and information required to be submitted to the Department pursuant to this attachment shall be done so timely.

2.4. Record Retention

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

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