

**AMENDMENT #0013  
(AMENDMENT, RESTATEMENT)**

**THIS AMENDMENT**, entered into between the State of Florida, Department of Children and Families, hereinafter referred to as the "Department" and **Broward Behavioral Health Coalition, Inc.** hereinafter referred to as the "Provider," amends and restates **Contract # JH343**.

1. The Department is amending the existing contract to incorporate the new Standard Contract and revised Attachments I-IV, and any exhibits referenced in said attachments, as follows:

- 1.1. **Pages 1-9, Legacy Standard Contract, dated 05/2014**, as previously amended in Amendments #0009, #0010 and #0011, are hereby deleted in their entirety and replaced by **Pages 1-9, Legacy Standard Contract, dated 05/2014**.

- 1.2. The replacement of page 9 of the Standard Contract does not affect the original execution of this Contract.

- 1.3. **Pages 10-60, Attachment I, and Exhibits A-F, dated 07/01/2014**, as previously amended in Amendments #0009, #0010, and #0012, are hereby deleted in their entirety and replaced by **Pages 10-56, Attachment I, and Exhibits A-F, dated 07/01/2015**.

- 1.4. **Page 61, Attachment II, Certification Regarding Lobbying** is hereby deleted in its entirety and replaced by **Page 57, Attachment II, Certification Regarding Lobbying**.

- 1.5. **Pages 62-64, Attachment III, Financial and Compliance Audit Attachment**, are hereby deleted in their entirety and replaced by **Pages 58-60, Attachment III, Financial and Compliance Audit Attachment**.

- 1.6. **Pages 65-69, Attachment IV, Provider's Access To and Use of Protected Health Information**, are hereby deleted in their entirety and replaced by **Pages 61-65, Attachment IV, Provider's Access To and Use of Protected Health Information**.

2. Contract JH343 is restated in its entirety as amended above, in the attached.

This amendment shall begin on **July 1, 2015** or the date on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all its attachments are hereby made a part of the contract.

**IN WITNESS THEREOF**, the parties hereto have caused this **67 (sixty-seven)** page amendment to be executed by their undersigned officials as duly authorized.

**PROVIDER:**

BROWARD BEHAVIORAL HEALTH  
COALITION, INC.

STATE OF FLORIDA

DEPARTMENT OF CHILDREN AND  
FAMILIES

**SIGNED BY:** 

**SIGNED BY:** 

**NAME:** Lois Wexler

**NAME:** Dennis Miles

**TITLE:** Chairperson of the Board

**TITLE:** Regional Managing Director

**DATE:** 6/23/2015

**DATE:** 6-26-15

**FEDERAL EID # (or SSN):** 45-3675836

## FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD CONTRACT

**THIS CONTRACT** is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and **Broward Behavioral Health Coalition, Inc.**, hereinafter referred to as the "Provider". The Department and Provider agree as follows:

1. **Purpose.** The Department is engaging the Provider for the purpose of a Managing Entity to provide the administration, management, support, and oversight of Department-funded behavioral health services in Broward County, as further described in Attachment I hereto. The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Except for advances, if any, provided for in this Contract, these deliverables must be received and accepted by the Contract Manager in writing prior to payment, subject to subsequent audit or review to confirm contract compliance. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to add services that are incidental or complimentary to the original scope of services. Except where the method of payment is prescribed by law, compensation will be equitably adjusted by the Department to the extent that it prescribes a fixed price (previously called "fixed fee") payment method or does not provide a method of payment for added tasks.
  2. **Effective and Ending Dates.** This Contract shall be effective on **November 01, 2012** or the last date executed by a party, whichever is later. The service performance period under this Contract shall commence on **November 01, 2012** or the effective date of this Contract, whichever is later, and it shall end at midnight, Eastern time, on June 30, 2016, subject to the survival of terms provisions of Section 33.j hereof.
  3. **Payment for Services.** The Department shall pay for contracted services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract of an amount not to exceed \$167,398,903.07 or the rate schedule, subject to the availability of funds and the Department's determination of satisfactory performance of all terms by the Provider. 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.
  4. **Contract Document.** The Provider shall provide services in accordance with the terms and conditions specified in this Contract including its attachments, II, III, IV and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties. The definitions found in the Standard Contract Definitions, located at <http://www.dcf.state.fl.us/admin/contracts/docs/StandardContractTerms2014.pdf> are incorporated into and made a part of this Contract. The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract. Sections 1.d., 2-4, 6, 8-13, 20, 23, 27 and 31 of the PUR 1000 Form are not applicable to this Contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this Contract, such other terms or conditions shall take precedence over the PUR 1000 Form.
  5. **Compliance with Statutes, Rules and Regulations.** In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all state and federal laws, rules and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, including but not limited to those described in Section 35 of this Contract.
  6. **Official Payee and Party Representatives**

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| <p>a. The name, mailing address and e-mail address of the Provider's official payee to whom the payment shall be made are:<br/> <u>Name: Broward Behavioral Health Coalition, Inc.</u><br/> <u>Address: 1715 SE 4<sup>th</sup> Avenue</u><br/> <u>City: Fort Lauderdale State: FL Zip Code: 33316</u><br/> <u>Phone: (954) 622-8121</u><br/> <u>ext:</u><br/> <u>e-mail: squintana@bbhcfllorida.org</u></p> <p>b. The name of the contact person and address, telephone, and e-mail address where the Provider's financial and administrative records are maintained are:<br/> <u>Name: Silvia Quintana</u><br/> <u>Address: 1715 SE 4th Avenue</u><br/> <u>City: Fort Lauderdale State: FL Zip Code: 33316</u><br/> <u>Phone: (954) 622-8121</u><br/> <u>ext:</u><br/> <u>e-mail: squintana@bbhcfllorida.org</u></p> | <p>c. The name, address, telephone number and e-mail address of the Contract Manager for the Department for this Contract is:<br/> <u>Name: Frank Jowdy</u><br/> <u>Address: 201 West Broward Blvd., Room 511</u><br/> <u>City: Ft Lauderdale State: FL Zip Code: 33301</u><br/> <u>Phone: (954) 453-3449</u><br/> <u>ext:</u><br/> <u>e-mail: Frank_Jowdy@dcf.state.fl.us</u></p> <p>d. The name, address, telephone number and e-mail of the Provider's representative responsible for administration of the program under this Contract (and primary point of contact) are:<br/> <u>Name: Silvia Quintana</u><br/> <u>Address: 1715 SE 4th Avenue</u><br/> <u>City: Ft Lauderdale State: FL Zip Code: 33316</u><br/> <u>Phone: (954) 622-8121</u><br/> <u>ext:</u><br/> <u>e-mail: squintana@bbhcfllorida.org</u></p> |
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- Per section 402.7305(1)(a), F.S., the Department's Contract Manager is the primary point of contact through which all contracting information flows between the Department and the Provider. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Contract.
7. **Inspections and Corrective Action.** The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this Contract. Following such review, the Department will deliver to the Provider a written report of its findings, and may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's written report. This provision will not limit the Department's termination rights under Section 30.

**8. Independent Contractor, Subcontracting and Assignments.**

- a. In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a state agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this Contract.
  - b. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida. The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.
  - c. 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, upon the Department's sole determination that such assignment will not adversely affect the public interest. No payment shall be made to any factor or other person who has been assigned or transferred the right to receive payment except upon full and faithful performance of the Provider's duties hereunder. Any assignment or transfer occurring without prior approval of the Department shall be null and void. The Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of the Department, which shall not be unreasonably withheld.
  - d. The State of Florida shall at all times be entitled to assign or transfer, in whole or in part, its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida. In the event of assignment by either party, this Contract shall remain binding upon the lawful successors in interest of the Provider and the Department.
  - e. The Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.
  - f. The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Standard Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.
  - g. To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes (F.S.), unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days without reasonable cause will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.
- 9. Provider Indemnity.** Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this Contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms will also apply:
- a. If the Provider removes an infringing product because it is not reasonably able to modify that product or secure the Department the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.
  - b. Further, the Provider shall indemnify the Department for all costs and attorneys fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record, as provided for under Section 26.c. hereof, including litigation initiated by the Department.

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

**10. Insurance.** The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a state agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this Contract. Upon the execution of this Contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to expiration or cancellation. The Department reserves the right to require additional insurance as specified in this Contract.

**11. Notice of Legal Actions.** The Provider shall notify the Department of potential or actual legal actions against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact the Department. The Department's Contract Manager will be notified within 10 days of Provider becoming aware of such actions or potential actions from the day of the legal filing, whichever comes first.

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

- 13. Emergency Preparedness Plan.** If the tasks to be performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this Contract, submit to the Contract Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the Contract in the event of an actual emergency.
- For the purpose of disaster planning, the term supervision includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting.
  - No later than twelve months following the Department's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary.
  - The Department agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.
- 14. Intellectual Property.** It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of the Department, fully compensated for by the Contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.
- If the Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in the Special Provisions of Attachment I as having specific limitations, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by the Department its employees, agents or contractors for State of Florida purposes during the term of this Contract and perpetually thereafter.
  - All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products for State of Florida purposes.
- 15. Real Property.** Any state funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the Provider agrees that, if it disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.
- 16. Publicity.** Without limitation, the Provider and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any state agency or affiliate or any officer or employee of the State, or any state program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective customers.
- 17. Sponsorship.** As required by section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.
- 18. Employee Gifts.** The Provider agrees that it will not offer to give or give any gift to any Department employee during the service performance period of this Contract and for a period of two years thereafter. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.
- 19. Invoices.** The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract.
- 20. Final Invoice.** The final invoice for payment shall be submitted to the Department no more than 45 days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.
- 21. Financial Consequences.** If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply financial consequences provided for in Section 29 hereof. The parties agree that the penalties provided for under Section 29 hereof constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides or termination of contract per Section 29 and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 22, to the extent of such error.

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

**23. Payment on Invoices.** Pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a Provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Provider requests payment. Payment shall be made only upon written acceptance by the Department and shall remain subject to subsequent audit or review to confirm contract compliance.

**24. Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

**25. Records, Retention, Audits, Inspections and Investigations.**

- a. 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.
- b. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Department.
- c. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 25.b.
- d. 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.
- e. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 45 CFR, section 92.36(i)(10), shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.
- f. A financial and compliance audit shall be provided to the Department as specified in this Contract and in Attachment III.
- g. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).
- h. No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

**26. Public Records.**

- a. As required by section 287.058(1)(c), F.S., the Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate the Contract.
  - I. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with Section 26.b.
  - II. The Provider must clearly label any portion of the documents, data, or records submitted to the Department that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.
  - III. The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 26.b. Accompanying the submission shall be an updated version of the justification under Section 26.b, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.
  - IV. The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

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

- I. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.
- II. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- III. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- IV. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Provider upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

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

27. **Client Information.** The Provider shall not use or disclose any information concerning a recipient of services under this Contract for any purpose prohibited by state and federal laws, rules and regulations except with the written consent of a person legally authorized to give that consent or when authorized by law. In compliance with 45 CFR s.164.504(e), the Provider shall comply with the provisions of Attachment IV to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to Provider's performance of this Contract.

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

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

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

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

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

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

f. The Provider shall at its own cost provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential Departmental data as provided in section 817.5681, F.S. The Provider shall also at its own cost implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data.

The Provider shall cause each of its subcontractors having access to Department data systems or maintaining any client or other confidential information in electronic form to comply with the provisions of this Section 28 and the term "Provider" shall be deemed to mean the subcontractor for such purposes.

#### 29. **Financial Penalties for Failure to Take Corrective Action.**

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

b. 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. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action has not been implemented or in which acceptable progress toward implementation has not been made.

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

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

**30. The Following Termination Provisions Apply to this Contract:**

- a. In accordance with Section 22 of PUR 1000 Form, this Contract may be terminated by the Department without cause upon no less than thirty (30) calendar days notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.
- b. In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract upon no less than twenty-four (24) hours notice in writing to the Provider. The Department shall be the final authority as to the availability and adequacy of funds.
- c. In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department may terminate the Contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the state or is not permitted by law or regulation. Otherwise, notice of termination will be issued after Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Contract. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the Department's right to remedies at law or in equity.
- d. Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause. Termination shall be upon no less than twenty-four (24) hours notice in writing to the Provider.

All notices of termination provided under this Section shall be in writing on paper, physically sent to the official contact person under Section 6 by U.S. Postal Service or any other delivery service that provides verification of delivery or by hand delivery. In the event of termination under paragraphs a. or b., the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.

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

**32. Dispute Resolution.** Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department's Contract Manager, who shall reduce the decision to writing and provide a copy to the Provider. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Contract Manager's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the Attachment I or other attachment, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties' rights of termination under Section 30 hereof. All notices provided under this Section shall be in writing on paper, physically sent to the official contact person under Section 6 by U.S. Postal Service or any other delivery service that provides verification of delivery or by hand delivery.

**33. Other Terms**

- a. Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication, in writing, except for notices of termination per Section 30, such communication includes email, and attachments are deemed received when the email is received.
- b. This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be in Leon County, Florida. Unless otherwise provided in Attachment I or in any amendment hereto, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.
- c. Articles which are the subject of or are required to carry out this Contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this Contract, the Provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE at (800) 643-8459.
- d. The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of section 403.7065, F.S.
- e. The Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.
- f. The Department of Economic Opportunity and Workforce Florida: The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Department encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.

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

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

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

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

k. **Most Favored Party Status:** The Provider represents and warrants that the prices and terms for its services under this Contract are no less favorable to the Department than those for similar services under any existing contract with any other party. The Provider further agrees that, within ninety (90) days of Provider entering into a contract, contract amendment or offering to any other party services similar to those under this Contract under prices or terms more favorable than those provided in this Contract, the Provider will report such prices and terms to the Department, which prices or terms shall be effective as an amendment to this Contract upon the Department's written acceptance thereof. Should the Department discover such other prices or terms, the same shall be effective as an amendment to this Contract retroactively to the earlier of the effective date of this Contract (for other contracts in effect as of that date) or the date they were first contracted or offered to the other party (for subsequent contracts, amendments or offers) and any payment in excess of such pricing shall be deemed overpayments. Provider shall submit an affidavit no later than July 31<sup>st</sup> of each year during the term of this Contract attesting that the Provider is in compliance with this provision, as required by section 216.0113, FS.

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

m. In the event of a conflict between the provisions of the documents comprising this Contract, the documents shall be interpreted in the following order of precedence:

- i. Attachment I and other attachments, if any;
- ii. Any documents incorporated into any attachment by reference;
- iii. This Standard Contract;
- iv. Any documents incorporated into this Standard Contract by reference.

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

35. **Additional Requirements of Law, Regulation and Funding Source.** As provided in Section 5 of this Contract, the Provider is required to comply with the following requirements, as applicable to its performance under this Contract, as they may be enacted or amended from time to time. Provider acknowledges that it is independently responsible for investigating and complying with all state and federal laws, rules and regulations relating to its performance under this Contract and that the below is only a sample of the state and federal laws, rules and regulations that may govern its performance under this Contract.

a. **Federal Law**

i. If this Contract contains federal funds, the Provider shall comply with the provisions of federal law and regulations including, but not limited to, 45 CFR, Parts 74 and 92, and other applicable regulations.

ii. If this Contract contains \$10,000 or more of federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

iii. If this Contract contains over \$100,000 of federal funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Department.

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

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

vi. Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Department for violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider and its subcontractors will enroll in and use the e-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this

Contract. "Employee assigned to the contract" means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

vii.

b. **Civil Rights Requirements.** In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VII of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within 30 days of execution of this Contract and annually thereafter in accordance with 45 CFR, Part 80 and CFOP 60-16.

c. **Use of Funds for Lobbying Prohibited.** The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

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

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

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

g. **Client and Other Confidential Information.** State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 415.295, 741.3165 and 916.107, F.S. Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602 and 42 U.S.C. §1396a(a)(7) and 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §431.300-30645 CFR §400.27(a) and 45 CFR §205.50. A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

h. **Whistle-blower's Act Requirements.** In accordance with subsection 112.3187(2), F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

i. **Support to the Deaf or Hard-of-Hearing**

i. The Provider and its subcontractors, where direct services are provided, shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and CFOP 60-10, Chapter 4, entitled "Auxiliary Aids and Services for Customers or Companions who are Deaf or Hard of Hearing."

ii. If the Provider or any of its subcontractors employs fifteen (15) or more employees, the Provider shall designate a Single Point of Contact (one per firm) to ensure effective communication with customers or companions who are deaf or hard of hearing, in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single Point of Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database at [https://fs16.formsite.com/acfuser/form3/secure\\_index.html](https://fs16.formsite.com/acfuser/form3/secure_index.html), by the 5<sup>th</sup> working day of the month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The name and contact information for the Provider's Single Point of Contact shall be furnished to the Department's grant or Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

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

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

v. The Provider's Single Point of Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the customers or companions who are deaf or hard of hearing are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by providers and subcontractors. The approved Notices can be downloaded through the Internet at: <http://www.dcf.state.fl.us/admin/ig/civilrights.shtml>

vi. The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored or was denied. The Provider shall distribute the Customer Feedback form to customer or companion for completion and submission to the Department of Children and Families Office of Civil Rights.

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

The Department requires each contract/subcontract provider agency's direct service employees to complete the online training: Serving our Customers who are Deaf or Hard of Hearing, (as requested of all Department employees) and sign the Attestation of Understanding. Direct service employees will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

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

- i. Employment history checks;
- ii. Fingerprinting for all criminal record checks;
- iii. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);
- iv. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and
- v. Security background investigation, which may include local criminal record checks through local law enforcement agencies.

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

k. **Human Subject Research.** The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 CFR, Part 46, and 42 U.S.C. section 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

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

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

- Name of each contracting state agency and the applicable office or program issuing the contract.
- Identifying name and number of the contract.
- Starting and ending date of each contract.
- Amount of each contract.
- A brief description of the purpose of the contract and the types of services provided under each contract.
- Name and contact information of each Contract Manager.

By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described in Section 4.

IN WITNESS THEREOF, the parties hereto have caused this 65 page Contract to be executed by their undersigned officials as duly authorized.

PROVIDER:

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature:

Print/Type

Name:

Title:

Date:

Signature:

Print/Type

Name:

Title:

Date:

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

STATE AGENCY 29 DIGIT FLAIR CODE: \_\_\_\_\_

Federal Tax ID # (or SSN): \_\_\_\_\_ Provider Fiscal Year Ending Date: \_\_\_\_/\_\_\_\_/\_\_\_\_.

## ATTACHMENT I

### A. Services To Be Provided

Unless otherwise specified in this contract, all documents incorporated by reference may be located at the following Department webpage location:

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

Additionally, copies of the documents may be obtained from the Department, 1317 Winewood Boulevard, Tallahassee, FL, 32399-0700.

#### 1. Definition of Program and Service Specific Terms

- a. **Behavioral Health Network (BNet):** A statewide network of providers of Behavioral Health Services that 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.
- b. **Behavioral Health Services:** As defined by s. 394.9082(2)(a), F.S.
- c. **Block Grants:** The Community Mental Health Block Grant (CMHBG), pursuant to 42 U.S.C. s. 300x, *et. seq.*, and the Substance Abuse Prevention and Treatment Block Grant (SAPTBG), pursuant to 42 U.S.C. s. 300x-21, *et. seq.*
- d. **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.
- e. **Electronic Health Record (EHR):** As defined by s. 408.051(2)(a), F.S.
- f. **Electronic Vault:** An information technology system provided by the Managing Entity designed to store, manage, and track electronic versions of original and scanned documents, and provide remote document access to regional and Headquarters Department staff.
- g. **Evidence-Based Practice (EBP):** As defined by *Incorporated Document 1: Evidence-Based Guidelines*, which is incorporated herein by reference.
- h. **Indigent Drug Program (IDP):** Behavioral Health Services provided pursuant to s. 394.676, F.S.
- i. **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).
- j. **Juvenile Incompetent to Proceed (JITP):** "Child," "juvenile" or "youth" as defined by s. 985.03(6), F.S., deemed incompetent to proceed for accused crimes as specified in s. 985.19, F.S.
- k. **Local Match:** As defined by ss. 394.74; and .76, F.S.
- l. **Managing Entity:** As defined by s. 394.9082(2)(d), F.S. Throughout Attachment I, the term Managing Entity is synonymous with the definition of Provider in the Department's Standard Contract.

- m. **Mental Health Services:** As defined by s. 394.67(15), F.S.
- n. **Mental Health Treatment Facilities:** Civil and forensic state Mental Health Treatment Facilities serving adults who have been committed for intensive inpatient treatment by a circuit court and pursuant to *Chapters 394 and 916, F.S.*
- o. **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 includes the following elements:
  - (1) Prevention and early intervention;
  - (2) Emergency care;
  - (3) Acute care;
  - (4) Residential treatment;
  - (5) Outpatient treatment;
  - (6) Rehabilitation;
  - (7) Supportive intervention;
  - (8) Recovery support; and
  - (9) Consumer support services.
- p. **Operational Costs:** The allowable expenses incurred by a Managing Entity in performing its contracted functions and delivering its contracted services.
- q. **Projects for Assistance in Transition from Homelessness (PATH):** A federal grant to support homeless individuals with mental illnesses, who may also have co-occurring substance abuse and mental health treatment needs.
- r. **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.
- s. **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.
- t. **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 A.2.a.(2)**. This includes, but is not limited to, the key community constituents included in s. 394.9082(6)(f)5., F.S.
- u. **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 *Chapters 394, 408, and 409, F.S.*, and *Rules 59G-4.120 and 65E-9.008(4), F.A.C.*

**v. Submit:** Unless otherwise specified, the term "Submit" as used in this Attachment shall be construed to mean submission of a contractual requirement to the Department's Contract Manager.

**w. Substance Abuse and Mental Health Data System (SAMH Data System):** The Department's web-based data system for reporting substance abuse and mental health services, including the Substance Abuse and Mental Health Information System (SAMHIS) or any replacement system identified by the Department for the reporting of data by the Managing Entity and all Network Service Providers in accordance with this contract.

**x. Substance Abuse Services:** Has the same meaning as "substance abuse programs and services" pursuant to *s. 397.331(1)(b), F.S.*

**y. 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.

**z. Temporary Assistance to Needy Families (TANF):** Defined under *42 U.S.C. ss. 601, et. seq.*, and *Chapter 414, F.S.*

**aa. Wait List:** A master list for the Network, maintained by a Managing Entity that shows:

- (1) The number of individuals waiting for access to the recommended service or program;
- (2) The length of time each individual has been on the waiting list; and
- (3) The interim services provided to the individual.

## 2. General Description

### a. General Statement

(1) The Department is contracting with **Broward Behavioral Health Coalition, Inc.**, as a Managing Entity, to develop, implement, administer, and monitor a behavioral health Safety Net for persons receiving uncompensated care, pursuant to state and federal law, within the annual appropriation. For the purposes of this contract, the following operational expectations shall apply:

**(a) Develop:** This is intended to require system planning in conjunction with Stakeholders, assessment of need, and the establishment of a Network strategy to meet the needs of community, through the delivery of evidence-based practices, or pilot initiatives approved by the Department. This expectation includes annual review of applicable plans, assessments and strategies.

**(b) Implement:** This is intended to require execution of the Managing Entity strategy for the behavioral health Safety Net.

(c) **Administer:** This is intended to require the operation and management of the behavioral health Safety Net.

(d) **Monitor:** This is intended to require the acquisition, review, and reporting of information about compliance with state and federal law and the terms and conditions of this contract throughout the Network.

(2) The Department is contracting with the Managing Entity to subcontract with qualified Network Service Providers, to provide publicly funded Behavioral Health Services pursuant to s. 394.9082, F.S., that are located within the following county(ies): **Broward**.

(3) **Authority:** Sections 20.19, 39.001(2), 39.001(4), 394.457(3), 394.74, 394.9082, 397.305(2), 397.305(3), 397.321(4), F.S., and Chapter 916, F.S., provide the Department with the authority to contract for these services. Additional details regarding the statutory and regulatory framework applicable to this contract are provided in **Incorporated Document 2: State and Federal Laws, Rules, and Regulations**, which is incorporated herein by reference.

**b. Scope of Service**

(1) The Managing Entity shall be responsible for the development, implementation, administration, and monitoring of the behavioral health Safety Net, providing a comprehensive array of Behavioral Health Services to individuals pursuant to s. 394.674, F.S.

(2) 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 has cause to amend any policies, directives, or guidelines after contract execution, the Department will provide electronic notice to the Managing Entity.

(3) The Managing Entity shall be responsible for the implementation, administration, monitoring, and compliance with the requirements of the Block Grants, in accordance with **Exhibit A – Federal Requirements**. 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 **Standard Contract, Section 21**.

**3. Individuals to be Served**

**a. General Description:** The Managing Entity shall contract with Network Service Providers for Behavioral Health Services provided to individuals, as detailed in **Section A.3.b**. Contracts with Network Service Providers shall include compliance with the Department's requirements for Individuals Served.

**b. Individuals Served:** Behavioral Health services shall be provided to persons pursuant to s. 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 **subsections (1) through (10)**, below. Persons in **subsections (1) and (2)** are specifically identified as persons to be given immediate priority over those in any other categories.

- (1) Pursuant to 45 C.F.R. s. 96.131, priority admission to pregnant women and women with dependent children by Network Service Providers receiving SAPT Block Grant funding;
- (2) Pursuant to 45 C.F.R. s. 96.126, compliance with interim services, for injection drug users, by Network Service Providers receiving SAPT Block Grant funding and treating injection drug users;
- (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 **subsections (a) or (b)**, below. 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:
  - (a) Parents or caregivers in need of adult mental health services pursuant to s. 394.674(1)(a)2., F.S., based upon the emotional crisis experienced from the potential removal of children; and
  - (b) Parents or caregivers in need of adult substance abuse services pursuant to s. 394.674(1)(c)3., F.S., based on the risk to the children due to a substance use disorder.
- (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 pursuant to s. 394.4573, F.S., Rules 65E-15.031 and 65E-15.071, F.A.C.;
- (5) Individuals who are voluntarily admitted, involuntarily examined, or placed under *Part I, Chapter 394, F.S.*;
- (6) Individuals who are involuntarily admitted under *Part V, Chapter 397, F.S.*;
- (7) Residents of assisted living facilities as required in ss. 394.4574 and 429.075, F.S.;
- (8) Children referred for residential placement in compliance with *Ch. 65E-9.008(4), F.A.C.*; and
- (9) Inmates approaching the End of Sentence pursuant to ***Children and Families Operating Procedure (CFOP) 155-47: Processing Referrals From The Department Of Corrections.***
- (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).

**c. Determination of Individuals Served**

- (1) The Managing Entity may delegate determinations to the Network Service Providers, subject to the provisions of **subsection (4)**, below.
- (2) In no circumstances shall an individual's county of residence be a factor that denies access to service.
- (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.

(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.

**d. Contract Limits**

(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.

(2) The Managing Entity is expressly prohibited from authorizing or incurring indebtedness on behalf of the Department.

(3) The Managing Entity is expressly prohibited from utilizing accounting practices or redirecting funds to circumvent legislative intent.

(4) Services shall only be provided within the service area outlined in **Section A.2.a.(2)**.

(5) The Managing Entity may not enter into grant agreements with a for-profit entity using Block Grant funds.

**B. Manner of Service Provision**

**1. Service Tasks**

a. The Managing Entity shall perform all functions necessary for the proper development, implementation, administration, and monitoring of a behavioral health Safety Net, including, but not limited to, the following functions:

**(1) Function 1. Development and Planning**

(a) The Managing Entity shall develop and manage an integrated Network that promotes recovery and resiliency, and meets the Behavioral Health Service needs for the community. The Network shall be accessible and responsive to individuals, families, and community Stakeholders.

(b) The Managing Entity shall participate in community, circuit, regional and state planning in accordance with s. 394.9082, F.S., and shall submit regional planning documents to enable the Department to comply with the following statutory requirements:

- 1) *Section 394.4574(3), F.S.;*
- 2) *Section 394.745, F.S.;*
- 3) *Section 394.461(4)(a)-(c), F.S.;*
- 4) *Section 394.75, F.S.;*
- 5) The Long Range Program Plan for the Department;
- 6) The Annual Business Plan for the Department;
- 7) Regional operational plans to assist in the development and implementation of the Strategic Plan for the Department; and

8) Any ad-hoc plans requested by the Department.

(c) **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.

(d) No later than July 15, of each year, the Managing Entity shall submit an annual business plan, developed with community Stakeholder input, to the Department, that shall outline the operational plan for the present fiscal year, and a future plan for the next fiscal year to assist in the development of the Department's legislative budget request. This plan shall be completed using ***Incorporated Document 3: Managing Entity Annual Business Operations Plan***, which is incorporated herein by reference. The annual business plan shall outline:

- 1) Governance and administration;
- 2) Provider relations and development;
- 3) Service management;
- 4) Customer service and consumer affairs;
- 5) Projected community need; and
- 6) Anticipated service targets.

(e) The Managing Entity shall update and submit a revised Network Service Provider Catalogue of Care, as specified in ***Incorporated Document 3, Section 3.3***, using the electronic template provided therein, when needed to report changes to the included data elements.

(f) Annually, no later than July 15, the Managing Entity shall develop, implement and submit a plan for reintegrating individuals ready for discharge from the State Mental Health Facilities, to a less restrictive level of care. The Managing Entity may submit an update to a previously accepted plan to comply with this requirement.

(g) 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 ***Incorporated Document 4: Managing Entity Expiration, Termination and Transition Planning Requirements***.

## (2) Function 2. Implementation

(a) The Managing Entity shall maintain a comprehensive Network that provides an adequate and reasonable array of services in terms of geographic distribution to meet the service needs of individuals without excessive time and travel requirements.

(b) **Coordination of Care:** The Managing Entity shall develop and submit a coordination of care plan within 60 days of execution for Department approval prior to implementation. The Managing Entity shall update the care coordination plan annually, no later than July 15. The plan shall, at minimum, address the following areas:

- 1) Specify methods that will be used to reduce, manage, and eliminate Waitlists for services;

- 2) Promote increased planning, use, and delivery of services to individuals, including those with co-occurring substance abuse and mental health disorders;
- 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;
- 4) Promote the use of service outcome data to achieve desired outcomes;
- 5) 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
- 6) Monitor and implement system changes to promote effectiveness.

**(3) Function 3. Administration**

(a) The Managing Entity shall collaborate with and accept input from Stakeholders to administer services.

(b) The Managing Entity shall ensure the administration of the Network includes the following programmatic standards hereby incorporated by reference:

- 1) ***Incorporated Document 5: Residential Mental Health Treatment for Children and Adolescents;***
- 2) ***Incorporated Document 6: Outpatient Forensic Mental Health Services;***
- 3) ***Incorporated Document 7: Forensic and Civil Treatment Facility Admission and Discharge Processes;***
- 4) The Managing Entity shall facilitate Assisted Living Facilities with Limited Mental Health Licensure (ALF-LMH) training pursuant to *Rule 58A-5.0191, F.A.C.*, and the additional guidance in ***Incorporated Document 8: Assisted Living Facilities with Limited Mental Health (ALF-LMH) Licensure;***
- 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 ***Incorporated Document 9: Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach, Access, and Recovery (SOAR);***
- 6) ***Incorporated Document 10: Prevention Services;***
- 7) ***Incorporated Document 11: Juvenile Incompetent to Proceed (JITP);***
- 8) ***Incorporated Document 12: Behavioral Health Network (BNet) Guidelines and Requirements;***
- 9) ***Incorporated Document 13: Indigent Drug Program (IDP);***
- 10) **Prevention Partnership Grants (PPG):** The Managing Entity shall be responsible for contracting, and providing oversight of the PPG, s. 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;

**11) Incorporated Document 14: Projects for Assistance in Transition from Homelessness (PATH);**

**12) Incorporated Document 15: Florida Assertive Community Treatment (FACT) Handbook; and**

**13) 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 Incorporated Document 16: Temporary Assistance to Needy Families (TANF) Guidance.**

(c) The Managing Entity shall notify the Department within 48 hours of conditions related to Network Service Provider performance that may interrupt the continuity of service delivery or involve media coverage.

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

**(e) Quality Management**

1) The Managing Entity shall establish a quality management process to identify and address opportunities for improvement of operations for both Network Service Providers and the Managing Entity.

2) The Managing Entity shall submit a quality assurance plan documenting the process within 60 days of execution and annually no later than August 31. This plan shall be approved by the Department prior to implementation. For the purposes of this contract, quality assurance functions includes, but is not limited to:

a) 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

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

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

(f) 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)**.

**(4) Function 4. Monitoring**

(a) Within 30 days after execution and annually thereafter no later than July 1, the Managing Entity shall submit a Network Service Provider Management Plan for Department approval. The plan shall include:

- 1) A Risk Assessment to develop an annual monitoring schedule.
- 2) A statistically valid sampling methodology to ensure that Network Service Providers have an onsite monitoring by the Managing Entity, at least once every three years, if accredited.
- 3) The monitoring schedule shall distinguish between onsite monitoring and desk reviews.
- 4) The development of policies, procedures, and tools for the scope of monitoring, which shall include:
  - a) General Contract monitoring that will include:
    - i. Fiscal stability;
    - ii. Records;
    - iii. Corrective Action Plan review;
    - iv. Audits;
    - v. Accounting System;
    - vi. Insurance;
    - vii. Sponsorship;
    - viii. Publicity;
    - ix. Lobbying;
    - x. Client Risk and Incident Reporting;
    - xi. Intellectual Property Rights;
    - xii. Data Security;
    - xiii. Confidentiality of Client Information;
    - xiv. Assignments and Subcontracts; and
    - xv. Grievance Procedures.
  - b) Program monitoring that will include:
    - i. Scope of service;
    - ii. Service tasks;
    - iii. Staffing requirements;
    - iv. Deliverables
    - v. Data validation;
    - vi. Performance specifications;
    - vii. Network Service Provider responsibilities; and
    - viii. Method of payment.
  - c) Background Screening monitoring that will include:

- i. Level 1 and 2 screening;
- ii. Screening exemptions or exclusions; and
- iii. Attestations.

d) Policies and procedures that comply with s. 394.9082(7)(e), F.S.

(b) The Managing Entity shall monitor Network Service Providers, in compliance with s. 402.7306, F.S., and **CFOP 75-8**. Monitoring shall include, but is not limited to:

- 1) Compliance with federal and state confidentiality laws;
- 2) Compliance with the requirements and restrictions of the Block Grant funds, and accompanying maintenance of efforts requirements;
- 3) State and federal grant programs;
- 4) Compliance with specific appropriations, or GAA directed projects;
- 5) Compliance with TANF;
- 6) Compliance with the provisions of *Ch. 65E-14, F.A.C.*; and
- 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 s. 394.4574, F.S.

(c) 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.

**(5) Function 5. Data Collection, Reporting, and Analysis**

Pursuant to s. 394.9082(6), F.S., data collection, reporting, and analysis is a core function of the Managing Entity.

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

(b) The Managing Entity shall require accurate and timely data entry required from Network Service Providers for performance outcomes measurement, in accordance with **PAM 155-2**, and s. 394.74(3)(e), F.S. The data must:

- 1) Enable expenditures to be tracked by program, fund type, and service;
- 2) Capture service utilization by type and recipient, and
- 3) Document quality of care, access to services, and outcomes for each Individual Served within the Network.

(c) The Managing Entity shall electronically submit all data, as specified in **PAM 155-2**, to the SAMH Data System by the 18<sup>th</sup> of each month. Each month, 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.

- (d) The Department will provide a monthly data acceptance rate report to the Managing Entity. The Managing Entity shall maintain a minimum 95% data acceptance rate.
- (e) Within 60 days of execution, the Managing Entity shall submit an information technology plan for Department approval prior to implementation. This plan shall be reviewed annually for progress. The plan shall demonstrate that the Managing Entity's data system shall be able to meet the following minimum requirements:
- 1) The exchange of screening and assessment results among Network Service Providers to better coordinate care as outlined in the current Information Technology Plan;
  - 2) Automated referral and electronic consent for release of confidential information within and between Network Service Providers;
  - 3) Integrated processes for tracking and coordinating intake, admission, discharge and follow-up throughout the Network;
  - 4) Electronic reconciliation of invoices submitted to the Department, including reconciliation of the amount of funding and services specified in this contract;
  - 5) Electronic reconciliation of the Managing Entity's audit report and data information system for Individuals Served;
  - 6) Automated processes for state and federal data analysis and reporting; and
  - 7) Compliance with federal and state laws, and regulations pertaining to security and privacy of protected health information.
- (f) The Managing Entity shall provide Department approved Regional and Headquarters staff with access to its data system for Department funded clients and services.
- (g) The Managing Entity shall provide data system training and training products for Department approved staff.
- (h) 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 SAMH Data System Network Service Provider records are made within 30 days of a known change.
- (i) The Managing Entity shall be responsible for maintaining all SAMH Data System access data accounts for persons affiliated with its Network.
- (j) 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 data officer or designee to attend policy or strategic meetings in person.
- (k) The Managing Entity's delegated data officer 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.

- (l) The Managing Entity shall verify that data submitted is consistent with the data maintained locally by Network Service Providers in their Individuals Served files.
- (m) 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.
- (n) 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.

**(6) Function 6. Fiscal Responsibility**

- (a) The Managing Entity shall comply with ***Incorporated Document 17: Federal Grant Financial Management Requirements***.
- (b) 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) The Managing Entity shall ensure that it budgets and accounts for revenues and expenditures in compliance with *Ch. 65E-14, F.A.C.*
- (d) 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:
  - 1) *2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (also known as the "OMB Super Circular."); and
  - 2) ***The Reference Guide for State Expenditures***, which is incorporated herein by reference and may be located at:

[www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/)

- (e) Managing Entity operational and indirect costs shall not include any Network Service Provider indirect costs.

**(7) Function 7. Disaster Planning and Response**

- (a) **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.
- (b) **Response:** The Managing Entity shall be responsible for providing the FEMA CCP services in the event of a qualifying declared major disaster.

(c) The Managing Entity shall designate a CCP Network Service Provider for each county within the Managing Entity's service area and provide a comprehensive list of said Network Service Providers to the Department's Disaster Behavioral Health Coordinator within 60 days of execution and within 10 days of any changes to the designated Network Service Provider.

(d) 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 the guidance document ***Incorporated Document 18: Crisis Counseling Program***, which is incorporated herein by reference.

(e) The Managing Entity shall ensure compliance with the CCP Guidance, which is incorporated herein by reference and may be located at:

<http://media.samhsa.gov/DTAC-CCPToolkit/intro.htm>

**b. Task Limits**

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

(2) The Managing Entity shall not subcontract for Behavioral Health Services with any person or entity which:

(a) 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 s. 287.133, F.S.;

(b) 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;

(c) Has had a contract terminated by the Department for failure to satisfactorily perform or for cause;

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

(e) Has had any prohibited business activity with the Governments of Sudan and Iran as described in s. 215.473, F.S. Pursuant to s. 287.135(5), F.S., the Managing Entity shall immediately terminate the subcontract for cause if the Network Service Provider is found to have submitted a false certification or if the Provider is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the subcontract.

**2. Staffing**

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

b. The Managing Entity shall, within five business days, submit written notification to the Contract Manager if any of the following positions are to be changed and identify the individual and qualifications of the successor:

- (1) Chief Executive Officer (CEO);
- (2) Chief Operations Officer (COO); or
- (3) Chief Financial Officer (CFO),

c. The Managing Entity shall nominate a member of their staff to perform the following functions:

- (1) A member of the Managing Entity staff that is available to the Department for providing an immediate response 24 hours a day, seven days a week.
- (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.
- (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 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.
- (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.
- (5) A member of the Managing Entity or a subcontractor staff to serve as a Data Officer to participate in statewide data activities.

### 3. Subcontracts

a. The Managing Entity shall subcontract with Network Service Providers to provide community-based Behavioral Health Services, as authorized in ss. 394.74, and 394.9082, F.S., subject to the provisions of **Standard Contract, Section 8**.

#### b. Additional Program Specific Funds

The Managing Entity shall incorporate any additional program-specific funds appropriated by the Legislature for services. 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. All subcontracts with Network Service Providers shall include, at a minimum:

- (1) The applicable terms and conditions of this contract;
- (2) Provisions to require compliance with:
  - (a) **Exhibit A – Federal Requirements;**

- (b) 2 CFR Part 200 – *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (also known as the “OMB Super Circular.”);
- (c) the **Reference Guide for State Expenditures**;
- (d) *Chapter 65E-14, F.A.C.*;
- (e) Block Grant requirements, including maintenance of effort;
- (f) State and federal grant requirements;
- (g) TANF requirements, if applicable; and
- (h) Department policies related to the delivery of service.

(3) The outcome measures established pursuant to **Exhibit C – Performance Measures**. The methodology and algorithms to be used in determining performance are outlined in the guidance document **Incorporated Document 19: Performance Outcomes Measurement Manual**;

(4) *The National Voter Registration Act (NVRA) of 1993, Pub. L. 103-31 (1993), ss. 97.021 and 97.058, F.S., and ch. 2.048, F.A.C., in accordance with Incorporated Document 20: National Voter Registration Act Guidance*; and

(5) Clearly identifiable deliverables and performance measures that set minimum acceptable levels of service.

d. 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.

e. Subject to the limitations of Florida law, the Managing Entity shall develop a procurement policy that will outline the process for Network Service Providers and the community. The procurement policy shall be approved by the Department prior to implementation. 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.

f. 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.

#### 4. Service Location and Equipment

##### a. Service Delivery Location

The Managing Entity shall contract for services within the geographic area specified in **Section A.2.a.(2)**, must maintain an administrative office within the service area, and shall subcontract with Network Services Providers operating within the same area.

**b. Changes in Location**

- (1) 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.
- (2) 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 by telephone or facsimile transmission.

**c. Equipment**

- (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.
- (2) The Managing Entity shall ensure that Network Service Providers comply with requirements in the ***Incorporated Document 21: Tangible Property Requirements and Contract Provider Property Inventory Form***, which is incorporated herein by reference.

**5. Deliverables**

**a. Services**

A service unit is one month of the Managing Entity's performance of the functions specified in ***Section B.1.a.*** and the delivery of behavioral health services detailed in the ***Incorporated Document 22: Managing Entity Monthly Progress Report.***

**b. Records and Documentation**

- (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.
- (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.
- (3) The Managing Entity shall maintain adequate documentation of the provision of all tasks, deliverables and expenditures related to its operations.
- (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. Reports**

- (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 D – Required Plans, Reports, and Functional Tasks***, by the dates specified therein.
- (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.

(3) Within 30 days after each fiscal year's **Exhibit E – ME Schedule of Funds** is amended into this contract and prior to the start of a Network Service Provider's contract or subcontract period, the Managing Entity shall:

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

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

(4) The Managing Entity shall require that all Network Service Providers comply with **Standard Contract, Attachment III**.

(5) 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.

**d. 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.

**e. Performance Measures**

(1) To obtain approval of deliverables and services for payment,

(a) The Managing Entity must document monthly progress toward compliance with the quarterly performance outcome targets specified in Table 1 of **Exhibit C – Performance Measures**, and

(b) The Managing Entity must document the Network's monthly progress toward the annual fiscal year service output measure targets in Table 3 of **Exhibit C – Performance Measures**.

(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.

(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 ***Incorporated Document 3: ME Annual Business Operations Plan.***

(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.

**f. Performance Measurement 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.

g. The methodology and algorithms to be used in assessing the Managing Entity's performance are outlined in ***Incorporated Document 19: Performance Outcomes Measurement Manual.***

h. If the Managing Entity fails to perform in accordance with this contract, or perform the minimum level of service required by this contract, the Department will apply financial consequences provided for in ***Section B.5.i.(1)***, hereof. The parties agree that the financial consequences provided for under ***Section B.5.i.(1)***, hereof constitute financial consequences under ss. 287.058(1)(h); and 215.871(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 the standard contract, 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 ***Standard Contract, Section 21***, to the extent of such error.

**i. Corrective Action for Performance Deficiencies**

(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.

(2) In accordance with the provisions of s. 402.73(1), F.S., and Rule 65-29.001, F.A.C., corrective action may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Financial consequences may be imposed for failure to implement or to make acceptable progress on such corrective action.

## 6. Managing Entity Responsibilities

### a. Managing Entity Unique Activities

- (1) The structure and membership of Managing Entity's Board of Directors shall comply with s. 394.9082, F.S., and ch. 617, F.S.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) The Managing Entity shall integrate the Department's current initiatives, new state and federal requirements, and policy initiatives into its operations.

### b. Coordination with other Providers/Entities

- (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 s. 409.996(12), F.S. Such coordination shall be in accordance with ***Incorporated Document 23: Integration with Child Welfare***, which is incorporated herein by reference.
- (2) The Managing Entity shall coordinate with the judicial system, the criminal justice system, and the local law enforcement agencies in the geographic area, to develop strategies and alternatives for diverting individuals from the criminal justice system to the civil system. Such diversion shall be as provided under pt. I of ch. 397, F.S., and s. 394.9082, F.S., and apply to persons with substance use and mental health disorders who are included in the priority population pursuant to s. 394.674, F.S., who are arrested for a misdemeanor;
- (3) The Managing Entity shall coordinate with the judicial system to provide 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; and
- (4) The Managing Entity shall participate in the interagency team meetings created as a result of the Interagency Agreement for child-serving agencies. The guidance document ***Incorporated Document 24: Local Review Team***, which is incorporated herein by reference.

## 7. Department Responsibilities

### a. Department Obligations

- (1) The Department will provide technical assistance. Failure to provide such assistance, however, shall not relieve the Managing Entity of any duties created by this contract.
- (2) 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.

**b. Department Determinations**

The Managing Entity agrees that services 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.

**c. Managing Entity Contract Monitoring Requirements**

(1) The Managing Entity shall be monitored in accordance with s. 402.7305, F.S., and **CFOP 75-8, Contract Monitoring Operating Procedures**. 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.

(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.

(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.

**C. Method of Payment**

**1. Payment Clause**

a. This advance fixed price, fixed payment contract is comprised of federal and state funds, subject to reconciliation. **Exhibit E – ME Schedule of Funds** identifies the type and amount of funding provided. At the beginning of each fiscal year, the **Exhibit E – ME Schedule of Funds** will be amended into this contract, and the total contract amount will be adjusted accordingly.

b. 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 operational cost of the Managing Entity.

c. The contract total dollar amount shall not exceed \$167,398,903.07, subject to the availability of funds, as outlined below:

**Table 1: Contract Funding**

| State Fiscal Year | Managing Entity Operational Cost | Direct Services Cost    | Total Value of Contract |
|-------------------|----------------------------------|-------------------------|-------------------------|
| 2012-2013         | \$1,642,303.68                   | \$28,436,518.39         | \$30,078,822.07         |
| 2013-2014         | \$2,285,924.00                   | \$43,857,573.00         | \$46,143,497.00         |
| 2014-2015         | \$2,304,258.26                   | \$44,246,413.74         | \$46,550,672.00         |
| 2015-2016         | \$2,210,743.66                   | \$42,415,168.34         | \$44,625,912.00         |
| <b>Total</b>      | <b>\$8,443,229.60</b>            | <b>\$158,955,673.47</b> | <b>\$167,398,903.07</b> |

**2. Payment**

- a. In accordance with s. 394.9082, F.S., at the beginning of each fiscal year the Managing Entity may request an advance payment equal to 16.72% (two months) of the current fiscal year contract value. 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 B.5.i**.
- b. The Managing Entity shall temporarily invest surplus advance funds in an insured or interest bearing account, in accordance with s. 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.
- c. The Managing Entity shall expend any advance in accordance with the *General Appropriations Act*.
- d. The Managing Entity shall request payment in accordance with **Section C.3.**, below.
- e. The Department will pay the Managing Entity according to the following schedule:

**Table 2: Invoice and Expenditure Report Submission Schedule**

| Month of Service | Fixed Payment Amount  | Date of Invoice and Monthly Progress Report Submission                 | Date of Expenditure Reports Submission                                 |
|------------------|---|--|--|
| Advance          | 16.72% of the State Fiscal Year Contract Amount (two months)                              | July 1   | N/A  |
| July - May       | Fiscal year contract balance divided by the number of months remaining in the fiscal year | No later than the 20 <sup>th</sup> of month following service delivery | No later than the 20 <sup>th</sup> of month following service delivery |

| Month of Service                 | Fixed Payment Amount  | Date of Invoice and Monthly Progress Report Submission | Date of Expenditure Reports Submission |
|----------------------------------|---|--|--|
| Final Fiscal Year Invoice (June) | Fiscal year contract balance divided by the number of months remaining in the fiscal year | August 15  | August 15                              |

### 3. Invoice Requirements

a. In accordance with **Table 2: Invoice and Expenditure Report Submission Schedule** the Managing Entity shall:

- (1) Request payment monthly through the submission of a properly completed ***Incorporated Document 25: Managing Entity Monthly Fixed Payment Invoice***;
- (2) Submit a properly completed ***Incorporated Document 22: SAMH Managing Entity Monthly Progress Report***, for the month that payment is requested;
- (3) Submit a properly completed ***Incorporated Document 26: Managing Entity Monthly Expenditure Report***, detailing actual costs incurred by the Managing Entity for the previous month. The SAMH Managing Entity Monthly Expenditure Report shall be certified by an authorized representative; and
- (4) Submit a properly completed ***Incorporated Document 27: Managing Entity Monthly Carry Forward Expenditure Report***, detailing the expenditure of approved carry forward funds, until said funds are fully expended.

b. 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 C.3.a.(1) and (2)** for the invoice period and submission and approval of the elements in **Sections C.3.a.(3) and (4)** for the prior invoice period shall be considered the deliverables necessary for payment.

c. Within five business days of receipt of a properly completed invoice and ***Incorporated Document 22: SAMH 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.

d. 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.

### 4. Cost Allocation Plan

a. The Managing Entity shall submit an initial Cost Allocation Plan within 30 days of execution and a revised Cost Allocation Plan to the Contract Manager by July 31 of each state fiscal year. The Cost Allocation Plan must be structured in accordance with ***Incorporated Document 28: Managing Entity Cost Allocation Plan***, which is incorporated herein by reference.

b. 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 September

20 will result in no further payment being made to the Managing Entity until the Department approves the Cost Allocation Plan.

c. The Managing Entity may request to amend or revise their 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 addressing any revisions required by the Department, within 15 days of the date of the Department's written response.

## 5. Carry Forward Funding

a. In accordance with s. 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.

(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

(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.

(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.

(4) Any unexpended funds that remain at the end of the contract period shall be returned to the Department.

b. Within 30 days after receiving confirmation of the approved carried forward amount from the Department, The Managing Entity shall submit a properly completed ***Incorporated Document 29: Managing Entity Spending Plan for Carry Forward Report***, which is incorporated herein by reference.

## 6. Local Match

The Managing Entity shall ensure that Network Service Providers annually complete and submit the Department-approved ***Incorporated Document 30: Local Match Calculation Form***, which is incorporated herein by reference.

## 7. Allowable Costs

a. 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 for non-profit organizations, pursuant to 2 CFR Part 200 – *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (also known as the "OMB Super Circular.")* and Ch. 65E-14, F.A.C.

b. 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.

c. 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**.

d. The Managing Entity is expressly prohibited from expending funds specified as "Direct Services Costs" in **Table 1: Contract Funding**, for anything other than a subcontract with a Network Service Provider.

## 8. Third Party Billing

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

(1) Department funds may not reimburse services provided to:

(a) Individuals who have third party insurance coverage when the services provided are paid under the insurance plan; or

(b) Medicaid enrollees or recipients of another publically funded health benefits assistance program, when the services provided are paid by said program.

(2) Department funds may reimburse services provided to:

(a) Individuals who have lost coverage through Medicaid, or any other publically funded health benefits assistance program coverage for any reason during the period of non-coverage; or

(b) Individuals who have a net family income at or above 150 percent of the Federal Poverty Income Guidelines, subject to the sliding fee scale requirements in *ch. 65E-14.018 F.A.C.*

b. 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 and FACT.

## 9. Financial Reconciliation

a. 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 **Table 2: Invoice and Expenditure Report Submission Schedule**. The Managing Entity shall submit a final 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.

b. The Department will reconcile actual expenditures reported to the funds disbursed to the Managing Entity based on the properly completed **SAMH Managing Entity Monthly Expenditure Reports** and the **SAMH Managing Entity Monthly Carry Forward Expenditure Reports**, according to the following schedule:

(1) Quarterly, after September, 30, December 31, and March 31, each state fiscal year; and

(2) Monthly, after April 30, May 31, and June 30 each state fiscal year.

- c. 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 **Standard Contract, Section 22**. 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.

#### **10. 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 July 31. The report shall contain the following minimum elements:

- a. **Exhibit A – Federal Requirements;**
- b. Overview of necessary adjustments to required plans, 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. Network management including:
  - (1) New subcontracts, or amendments to existing subcontracts with Network Service Providers
  - (2) Collaborative strategies and activities with the Department or Stakeholders; and
  - (3) Adverse fiscal impact of proposed Network changes and recommendations for resolution.
- d. Network Service Provider performance including:
  - (1) Monitoring and review results, including reports and corrective action plans or other necessary follow-up actions; and
  - (2) Performance measures.
- e. Implementation of specific appropriations, or grant funds.
- f. Any adverse finding or report against a Network Service Provider by any regulatory or law enforcement entity.

#### **D. Special Provisions**

##### **1. Dispute Resolution**

- a. 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 Regional Managing Director (RMD). Upon referral to this second step, the respective parties shall confer in an attempt to resolve the issue.

b. If the CEO and RMD 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.

## **2. MyFloridaMarketPlace Transaction Fee**

This contract is exempt from the MyFloridaMarketPlace Transaction Fee in accordance with *Rule 60A-1.032(1)(d), F.A.C.*

## **3. Contract Renewal**

This contract may be renewed for a term not to exceed three years or for the term of the original contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract and any subsequent amendments.

## **4. Special Insurance Provisions**

- a. 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.
- b. 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 s. 284.30, F.S.
- c. The Managing Entity shall obtain and provide proof to the Department of comprehensive general liability insurance coverage (broad form coverage), specifically including premises, fire and legal liability to cover managing the Managing Entity and all of its employees. The limits of 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.
- d. 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 Managing Entity and the Department of comprehensive general liability insurance coverage (broad form coverage), specifically including premises, fire and legal liability covering the Network Service Provider and all of 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.
- e. 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.

f. 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.

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

h. 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.

i. 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.

j. 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(ies). 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.

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

l. The requirements of this section shall be in addition to, and not in replacement of, the requirements of **Standard Contract, Section 10**, but in the event of any inconsistency between the requirements of this section and the requirements of the Standard Contract, the provisions of this section shall prevail and control.

## 5. 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.

#### **6. 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.

#### **7. National Provider Identifier (NPI)**

a. 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 Identifiers (NPIs); however, health care providers who are covered entities (which include all state-contracted community SAMH providers and State Treatment Facilities) must obtain and use NPIs.

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

<https://nppes.cms.hhs.gov/NPPES/StaticForward.do?forward=static.npistart>

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

(1) *The Florida Medicaid Health Insurance Portability and Accountability Act:*

<http://www.fdhc.state.fl.us/medicaid/hipaa/>

(2) *The National Plan and Provider Enumeration System (NPPES):*

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

(3) *The CMS NPI:*

<http://www.cms.hhs.gov/NationalProvIdentStand/>

#### **8. Files of Individuals Served**

The Managing Entity shall require that Network Service Providers maintain all current and subsequent medical records/clinical files of Individuals Served. In the event a Network Service Provider program closes, the Managing Entity shall obtain files from the Network Service Provider and transport them to the Department.

#### **9. Satisfaction Survey for Individuals Served**

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

E. The following exhibits, or the latest revisions thereof, are incorporated herein and made a part of the contract:

1. ***Exhibit A – Federal Requirements***
2. ***Exhibit B – This exhibit has been deleted. Refer to Form CF-MH 1042, pursuant to Ch. 65E-14, F.A.C., which is available on the Department's Forms Repository at <http://www.myflfamilies.com/general-information/forms>***
3. ***Exhibit C – Performance Measures***
4. ***Exhibit D – Required Plans, Reports, and Functional Tasks***
5. ***Exhibit E – ME Schedule of Funds***
6. ***Exhibit F – Region-Specific Provisions***

F. The following documents, or the latest revision thereof, are incorporated herein and made a part of the Contract.

1. ***Incorporated Document 1: Evidence-Based Guidelines***
2. ***Incorporated Document 2: State and Federal Laws, Rules, and Regulations***
3. ***Incorporated Document 3: Managing Entity Annual Business Operations Plan***
4. ***Incorporated Document 4: Managing Entity Expiration, Termination and Transition Planning Requirements***
5. ***Incorporated Document 5: Residential Mental Health Treatment for Children and Adolescents***
6. ***Incorporated Document 6: Outpatient Forensic Mental Health Services***
7. ***Incorporated Document 7: Forensic and Civil Treatment Facility Admission and Discharge Processes***
8. ***Incorporated Document 8: Assisted Living Facilities with Limited Mental Health (ALF-LMH) Licensure***
9. ***Incorporated Document 9: Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach, Access, and Recovery (SOAR)***
10. ***Incorporated Document 10: Prevention Services***
11. ***Incorporated Document 11: Juvenile Incompetent to Proceed (JITP)***
12. ***Incorporated Document 12: Behavioral Health Network (BNet) Guidelines and Requirements***
13. ***Incorporated Document 13: Indigent Drug Program (IDP)***
14. ***Incorporated Document 14: Projects for Assistance in Transition from Homelessness (PATH)***
15. ***Incorporated Document 15: Florida Assertive Community Treatment (FACT) Handbook***
16. ***Incorporated Document 16: Temporary Assistance for Needy Families (TANF) Guidance***
17. ***Incorporated Document 17: Federal Grant Financial Management Requirements***

18. ***Incorporated Document 18: Crisis Counseling Program***
19. ***Incorporated Document 19: Performance Outcomes Measurement Manual***
20. ***Incorporated Document 20: National Voter Registration Act Guidance***
21. ***Incorporated Document 21: Tangible Property Requirements and Contract Provider Property Inventory Form***
22. ***Incorporated Document 22: Managing Entity Monthly Progress Report***
23. ***Incorporated Document 23: Integration with Child Welfare***
24. ***Incorporated Document 24: Local Review Team***
25. ***Incorporated Document 25: Managing Entity Monthly Fixed Payment Invoice***
26. ***Incorporated Document 26: Managing Entity Monthly Expenditure Report***
27. ***Incorporated Document 27: Managing Entity Monthly Carry Forward Expenditure Report***
28. ***Incorporated Document 28: Managing Entity Cost Allocation Plan***
29. ***Incorporated Document 29: Managing Entity Spending Plan for Carry Forward Report***
30. ***Incorporated Document 30: Local Match Calculation Form***
31. ***Incorporated Document 31: deleted***
32. ***Incorporated Document 32: Family Intensive Treatment (FIT) Model***
33. ***Incorporated Document 33: (reserved for Northwest Region only)***
34. ***Incorporated Document 34: Reporting Template for Substance Abuse and Mental Health Block Grant***
35. ***Incorporated Document 35: Narrative Report for the Substance Abuse and Mental Health Block Grant***

## Exhibit A – Federal Requirements

### 1. Purpose

- 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 (CMH),<sup>1</sup> and Substance Abuse Prevention and Treatment (SAPT)<sup>2</sup> block grants.

#### 1.2. Managing Entity Assurance

The Managing Entity shall assume the responsibility of implementation, administration, and monitoring of the CMH and SAPT block grants, and the associated maintenance of effort requirements, in the following Florida county(ies) **Broward**.

- 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 C.F.R. s. 96.123, to be eligible to receive block grant funding.

### 2. Managing Entity Requirements

- 2.1. The Managing Entity shall report expenditures, service utilization data, demographic information, and national outcome measures as required by the Catalogue for Domestic Assistance (CFDA).

- 2.2. Pursuant to 45 C.F.R. s. 96.122, the Managing Entity shall report expenditures for :

- a. Planning,
- b. Coordination,
- c. Needs assessment,
- d. Quality assurance,
- e. Training of counselors,
- f. Program development,
- g. Research and development, and
- h. Development of information systems.

- 2.3. The Managing Entity shall be responsible for ensuring that the following allocations are met in accord with the requirements set by federal law:

- a. Of the SAPT block grant:

- i. Pursuant to 45 C.F.R. s. 96.124(b), not less than 20 per cent on prevention for those who do not require treatment;
- ii. Pursuant to 42 U.S.C. s. 300x-24, not less than 5 per cent on early intervention services for HIV.

- b. Of State funds appropriated to substance abuse treatment for adults, pursuant to 45 C.F.R. s. 96.124(c), services for pregnant women, and women with dependent children, not less than the amount expended in federal fiscal year 1994, or \$9,327,217;

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<sup>1</sup> 42 U.S.C. s. 300x, *et. seq.*

<sup>2</sup> 42 U.S.C. s. 300x-21, *et. seq.*

- c. Of the CMH block grant:
  - i. Pursuant to 42 U.S.C. s. 300-2(a)(1), not less than the amount expended in federal fiscal year 1994, or \$39,659,772, on services for children with serious emotional disturbances; and
  - ii. Pursuant to *H.R. 3547*, not less than 5 per cent shall be expended on evidence-based programs that address the needs of individuals with early serious mental illness, including psychotic disorders.
- 2.4. Pursuant to 45 C.F.R. s. 96.131, the Managing Entity shall ensure that sub-contractors that receive SAPT block grant funding prioritize treatment services for pregnant women.
  - a. This shall include:
    - i. The development, implementation, and administration of an electronic waitlist, in accordance with 45 C.F.R. s. 96.131, to ensure that a pregnant woman that requires treatment services shall be a priority for admission. If the clinically appropriate services cannot be provided for the pregnant woman, interim services shall be provided within 48 hours of seeking treatment, pursuant to 45 C.F.R. s. 96.131.
    - ii. 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.
    - iii. 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.
- 2.5. Pursuant to 45 C.F.R. s. 96.126, the Managing Entity shall maintain an electronic waitlist for the inventory of sub-contractors that receive SAPT block grant funding and serve injection drug users, and ensure the implementation of the 14/120 day requirement of 45 C.F.R. s. 96.126(b), and provide interim services until such time as the clinically appropriate level of treatment can be provided to the individual.
  - a. Outreach services shall be provided, pursuant to 45 C.F.R. s. 96.126(f), and documented so as to demonstrate the provision of these services.
  - b. 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.
- 2.6. Pursuant to 45 C.F.R. s. 96.125, prepare and implement a comprehensive prevention program that uses a variety of strategies.
- 2.7. Pursuant to 45 C.F.R. s. 95.127, the Managing Entity shall ensure the provision of tuberculosis services, in compliance with *ch. 65D-30.004(9), F.A.C.*
- 2.8. Pursuant to 45 C.F.R. 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.*
- 2.9. 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.
- 2.10. Pursuant to 45 C.F.R. s. 96.132, the Managing Entity shall develop and implement a process for improving referrals to treatment.

- 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.
- 2.12. The Managing Entity shall ensure that each year, an assessment of need is undertaken that complies with the requirements of 45 C.F.R. s. 96.133, and 42 U.S.C. s. 300x-1 for adults with a serious mental illness, and children with serious emotional disturbances.
- 2.13. The Managing Entity shall ensure that block grant funding is not expended on the restricted activities pursuant to 45 C.F.R. s. 96.135, and 42 U.S.C. s. 300x-5.
- 2.14. Pursuant to 45 C.F.R. s. 96.136, the Managing Entity shall ensure the peer review process is implemented, and administered.
- 2.15. 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.

### 3. Monitoring

- 3.1. The Managing Entity shall develop, and 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.
- 3.2. The Managing Entity shall:
  - a. As a component of Network Service Provider monitoring, include oversight of the block grant requirements;
  - b. Develop and utilize standardized monitoring tools; and
  - c. Provide the Department with access to the monitoring reports, via the electronic vault; and
  - d. Develop and utilize the monitoring reports to create corrective action plans for Network Service Providers, where necessary.

### 4. Reporting

- 4.1. To demonstrate compliance with the requirements of the SAPT and CMH block grants, the Managing Entity shall, on a quarterly basis report on the following activities:
  - a. Training and technical assistance;
  - b. Access to treatment for injection drug users, including capacity reports;
  - c. Peer review activities;
  - d. Priority access to treatment for pregnant women;
  - e. Wait list management for injection drug users and pregnant women;
  - f. Compliance with charitable choice provisions;
  - g. Monitoring; and
  - h. Continuous quality improvement.
- 4.2. To meet the reporting requirements of the State to the federal government, the Managing Entity shall complete and submit ***Incorporated Document 34: Reporting Template for Substance Abuse and Mental Health Block Grant*** by February 15 and August 15 of each year. This shall be

accompanied by a certification of accuracy, from the Chief Executive Officer and Chief Financial Officer, or equivalent positions.

- 4.3. To meet the reporting requirements of the State to the federal government, the Managing Entity shall complete and submit ***Incorporated Document 35: Narrative Report for the Substance Abuse and Mental Health Block Grant*** by May 30 of each year.

**5. Elements to be included in subcontracts with Network Service Providers**

- 5.1. The Managing Entity shall ensure that the following are included in contracts with appropriate Network Service Providers:
- a. Requirements to ensure compliance with the SAMHSA Charitable Choice provisions and the implementing regulations of 42 C.F.R. s. 54a;
  - b. Requirements to ensure that Network Service Providers that receive block grant funds comply with 42 C.F.R. part 2;
  - c. Provisions to monitor block grant requirements, and activities;
  - d. Sufficient detail in a Network Service Provider invoice to capture, report, and test the validity of expenditures and service utilization;
  - e. For Network Service Providers that receive CMH block grant funding, and have been designated as a prevention provider for the purposes of H.R. 3547, compliance with federal requirements;
  - f. For Network Service Providers that receive SAPT block grant funding for the purpose of prevention, compliance with SAMHSA prevention strategies, and Institute of Medicine definitions;
  - g. An invoice that includes the minimum data elements to satisfy the Department's application and reporting requirements; and
  - h. Compliance with state or federal requests for information related to the block grant.

**Exhibit B – Deleted**

*Effective July 1, 2015, Exhibit B to this Contract has been deleted.*

*Pursuant to Ch. 65E-14, F.A.C., the Managing Entity shall submit Form CF-MH 1042,  
which is available on the Department's Forms Repository at*

*<http://www.myflfamilies.com/general-information/forms>*

### Exhibit C – Performance Measures

To demonstrate delivery of the Service Tasks detailed in **Attachment I, Section B.1.a**, the Managing Entity shall meet the annual performance measures in **Table 1**.

| <b>Table 1 - Managing Entity Performance Measures</b>   |   |
|---|---|
| <b>Measure Description</b>  | <b>Consequence</b>  |
| <p><b>Systemic Monitoring:</b> The Managing Entity shall complete on-site monitoring, in accordance with <b>Attachment I, Section B.1.a.(4)</b>, of no less than twenty percent of all Network Service Providers each fiscal year. Completion of monitoring includes the release of a final monitoring report to the Network Service Provider.</p> <p>Progress towards attainment of this measure shall be demonstrated by the achievement of the following quarterly milestones. Each fiscal year, the Managing Entity shall monitor a minimum of:</p> <ul style="list-style-type: none"> <li>• 4% of its individual Network Service Providers, by September 30;</li> <li>• 11% of its Network Service Providers by December 31;</li> <li>• 15% of its Network Service Providers by March 31; and</li> <li>• 20% of its Network Service Providers by June 30.</li> </ul>                             | <p>Failure to meet the standard shall be considered nonperformance pursuant to <b>Section B.5.i</b>.</p>  |
| <p><b>Network Service Provider Compliance:</b> A minimum of 95% of the Managing Entity's Network Service Providers shall demonstrate compliance with the following measure annually.</p> <ul style="list-style-type: none"> <li>• A minimum 85% of the applicable Network Service Provider Measures established in <b>Table 2</b> at the target levels for the Network Service Provider established in the subcontract.</li> </ul> <p>Progress towards attainment of this measure shall be demonstrated by the monthly submission of <b>Incorporated Document 22: SAMH Managing Entity Monthly Progress Report</b>.</p>   | <p>Failure to meet the standard shall be considered nonperformance pursuant to <b>Section B.5.i</b>.</p>  |
| <p><b>Block Grant Implementation:</b> 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 <b>Exhibit A, section 2.3</b>.</p> <p>Progress towards 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> <ul style="list-style-type: none"> <li>• A minimum of 20% expended by September 30;</li> <li>• A minimum of 45% expended by December 31;</li> <li>• A minimum of 75% expended by March 31;</li> <li>• A minimum of 100% by June 30.</li> </ul> | <p>Failure to meet the standard shall be considered nonperformance pursuant to <b>Section B.5.i</b> and shall require payback of deficiency by the Managing Entity.</p> |
| <p><b>Implementation of General Appropriations Act:</b> The Managing Entity shall meet 100% of the following requirements, by September 30:</p> <ul style="list-style-type: none"> <li>• Implementation of Specific Appropriations, demonstrated by contracts with Network Service Providers; and</li> <li>• Submission of all plans, pursuant to <b>Exhibit D</b>.</li> </ul>  | <p>Failure to meet the standard shall be considered nonperformance pursuant to <b>Section B.5.i</b>.</p>  |

To comply with the subcontract content requirement of **Attachment I, Section B.3.c.(3)**, the Managing Entity shall incorporate the Network Service Provider Measures in **Table 2** 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 2 - Network Service Provider Measures |    |  |                |
|---|----|--|----------------|
| Target Population and Measure Description   |    |  | Network Target |
| <b>Adult Mental Health</b>                  |    |  |                |
| MH003                                       | a. | Average annual days worked for pay for adults with severe and persistent mental illness                        | 40             |
| MH703                                       | b. | Percent of adults with serious mental illness who are competitively employed                                   | 24%            |
| MH742                                       | c. | Percent of adults with severe and persistent mental illnesses who live in stable housing environment           | 90%            |
| MH743                                       | d. | Percent of adults in forensic involvement who live in stable housing environment                               | 67%            |
| MH744                                       | e. | Percent of adults in mental health crisis who live in stable housing environment                               | 86%            |
| <b>Adult Substance Abuse</b>                |    |  |                |
| SA058                                       | a. | Percentage change in clients who are employed from admission to discharge                                      | 10%            |
| SA754                                       | b. | Percent change in the number of adults arrested 30 days prior to admission versus 30 days prior to discharge   | 15%            |
| SA755                                       | c. | Percent of adults who successfully complete substance abuse treatment services                                 | 51%            |
| SA756                                       | d. | Percent of adults with substance abuse who live in a stable housing environment at the time of discharge       | 94%            |
| <b>Children's Mental Health</b>             |    |  |                |
| MH012                                       | a. | Percent of school days seriously emotionally disturbed (SED) children attended                                 | 86%            |
| MH377                                       | b. | Percent of children with emotional disturbances (ED) who improve their level of functioning                    | 64%            |
| MH378                                       | c. | Percent of children with serious emotional disturbances (SED) who improve their level of functioning           | 65%            |
| MH778                                       | d. | Percent of children with emotional disturbance (ED) who live in a stable housing environment                   | 95%            |
| MH779                                       | e. | Percent of children with serious emotional disturbance (SED) who live in a stable housing environment          | 93%            |
| MH780                                       | f. | Percent of children at risk of emotional disturbance (ED) who live in a stable housing environment             | 96%            |
| <b>Children's Substance Abuse</b>           |    |  |                |
| SA725                                       | a. | Percent of children who successfully complete substance abuse treatment services                               | 48%            |
| SA751                                       | b. | Percent change in the number of children arrested 30 days prior to admission versus 30 days prior to discharge | 20%            |
| SA752                                       | c. | Percent of children with substance abuse who live in a stable housing environment at the time of discharge     | 93%            |

| Table 3 Network Service Provider Output Measures – Persons Served<br>For Fiscal Year 2015-2016 |                           |              |
|--|---------------------------|--------------|
|  | Service Category          | FY<br>Target |
| Adult Mental Health  | Residential Care          | 281          |
|  | Outpatient Care           | 7,229        |
|  | Crisis Care               | 7,346        |
|  | State Hospital Discharges | 1,016        |
|  | Peer Support Services     | 134          |
| Children's<br>Mental Health  | Residential Care          | 18           |
|  | Outpatient Care           | 1,693        |
|  | Crisis Care               | 1,209        |
|  | SIPP Discharge            | 2            |
| Adult Substance<br>Abuse   | Residential Care          | 882          |
|  | Outpatient Care           | 2,009        |
|  | Detoxification            | 981          |
|  | Women's Specific Services | 13,899       |
|  | Injecting Drug Users      | 629          |
| Children's<br>Substance<br>Abuse   | Residential Care          | 61           |
|  | Outpatient Care           | 406          |
|  | Detoxification            | 1            |
|  | Prevention                | 732,768      |

## Exhibit D – Required Reports, Plans, and Functional Tasks

All Reports and Plans must be submitted to the Contract Manager electronically and be uploaded to the ME's secure web-based doc-vault.

| A. Required Reports & Plans |  | Required by                            | Frequency                     | Due No Later Than:   |
|-----------------------------|--|--|-------------------------------|--|
| A.1                         | Regional planning documents  | Attachment I<br>Section B.1.a.(1)(b)   | As Needed                     | As Needed  |
| A.2                         | ME Annual Business Operations Plan<br><i>Template: Incorporated Document 3</i>                             | Attachment I<br>Section B.1.a.(1)(d)   | Annually                      | July 15  |
| A.3                         | Update Network Service Provider Catalogue of Care<br><i>Template: Incorporated Document 3, Section 3.3</i> | Attachment I<br>Section B.1.a.(1)(e)   | As Needed                     | As Needed  |
| A.4                         | Plan for Reintegrating Discharge-Ready Individuals   | Attachment I<br>Section B.1.a.(1)(f)   | Annually                      | July 15  |
| A.5                         | Record Transition Plan<br><i>Guidance: Incorporated Document 4</i>   | Attachment I<br>Section B.1.a.(1)(g)   | Once                          | Within 90 days of execution  |
| A.6                         | Care Coordination Plan   | Attachment I<br>Section B.1.a.(2)(b)   | Initial; and<br>Annual Update | Initial: within 60 days of execution;<br>and Annual Update: July 15  |
| A.7                         | Fraud and Abuse Prevention Protocol  | Attachment I<br>Section B.1.a.(3)(d)   | Once                          | within 60 days of execution  |
| A.8                         | Quality Assurance Plan   | Attachment I<br>Section B.1.a.(3)(e)2. | Initial; and<br>Annual Update | Initial: within 60 days of execution;<br>and Annual Update August 31 |
| A.9                         | Network Service Provider Management Plan   | Attachment I<br>Section B.1.a.(4)(a)   | Initial; and<br>Annual Update | Initial: within 30 days of execution;<br>and Annual Update: July 15  |
| A.10                        | Information Technology Plan  | Attachment I<br>Section B.1.a.(5)(e)   | Once                          | Within 60 days of execution<br>(and reviewed annually)               |
| A.11                        | Procurement Policy   | Attachment I<br>Section B.3.e.         |                               | Within 90 days of execution  |
| A.12                        | ALF-LMH Plan   | Incorporated<br>Document 8             | Annual                        | December 1   |
| A.13                        | National Voters Rights Act Quarterly Report  | Incorporated<br>Document 20            | Quarterly                     | January 15;<br>April 15;<br>July 15;<br>October 15                   |

|  |  | Required by   | Frequency  | Due No Later Than:   |
|--|--|---|--|--|
| A.14   | Contract Provider Property Inventory<br>Template: Incorporated Document 21, Page 3   | Incorporated Document 21                            | Initial;<br>and Annually                                     | Initial: within 30 days of contract execution;<br>Annual: July 31  |
| <b>B. Required Financial Forms &amp; Documents</b> |  |   |  |  |
| B.1  | Managing Entity Operating and Capital Budget<br>Template: Form CF-MH 1042, per ch. 65E-14, F.A.C.  | Attachment I<br>Section B.5.c.(3).                  | As Needed  | 30 days after any amendment to Exhibit E   |
| B.2  | Network Service Provider forms required pursuant to ch. 65E-14, F.A.C.<br>Templates available at <a href="http://www.myflfamilies.com/general-information/forms">http://www.myflfamilies.com/general-information/forms</a> |   |  |  |
| B.3  | Managing Entity Fixed Payment Invoice (Advance Payment)<br>Template: Incorporated Document 25  | Attachment 1<br>Section C.2.a.                      | Annually   | July 1   |
| B.4  | Documentation of interest earned on advanced funds   | Attachment 1<br>Section C.2.b.                      | Quarterly  | As Needed  |
| B.5  | Managing Entity Monthly Fixed Payment Invoice<br>Template: Incorporated Document 25  | Attachment I<br>Section C.2.e. and<br>Section C.3.a | Monthly; and<br>FY Final: Annually                           | 20 <sup>th</sup> of month following service delivery and FY Final: August 15   |
| B.6  | SAMH Managing Entity Monthly Progress Report<br>Template Incorporated Document 22  |   |  |  |
| B.7  | SAMH Managing Entity Monthly Expenditure Report<br>Template Incorporated Document 26   |   |  |  |
| B.8  | Cost Allocation Plan<br>Template Incorporated Document 28  | Attachment I<br>Section C.4.                        | Initial, and<br>Annual Update, and<br>Revisions as<br>needed | Initial: Within 30 days of execution;<br>and Annual Update: July 31;<br>and Revisions: Within 20 days of<br>notifying the Department |
| B.9  | Managing Entity Spending Plan for Carry Forward<br>Report<br>Template Incorporated Document 29   | Attachment I<br>Section C.5.b.                      | Annually   | Within 30 days of confirmation of<br>approved amount from the Department   |
| B.10   | SAMH Managing Entity Monthly Carry Forward<br>Expenditure Report<br>Template Incorporated Document 27  | Attachment I<br>Sections C.2.e. &<br>C.3.a.(4)      | Monthly  | 20 <sup>th</sup> of month following service<br>delivery;<br>and FY Final: August 15  |
| B.11   | BNet Statement of Program Cost   | Incorporated<br>Document 12                         | Annually   | September 1  |

|  |   | Required by  | Frequency                  | Due No Later Than:  |
|--|---|--|----------------------------|---|
| B.12   | Financial and Compliance Audit  | Attachment III   | Annually, and<br>As needed | 180 days after the end of the provider's<br>fiscal year; and<br>30 days after the ME's receipt of the<br>audit report |
| <b>C. Required Data Submission &amp; Performance Reporting</b> |   |  |                            |   |
| C.1  | Monthly Data Submission to SAMH Data System   | Attachment I<br>Section B.1.a.(5)(c)                           | Monthly                    | 18 <sup>th</sup> of each month  |
| C.2  | Submission of Corrected Records to SAMH Data System   | Attachment I<br>Section B.1.a.(5)(m)                           | As needed                  | Within 60 days after initial record<br>submission   |
| C.3  | Data required by Federal or State Grant Awards<br>Other than Sections C.5 and C.6, below                        | Attachment I<br>Section B.1.a.(5)(n)                           | As needed                  | As established by Grantor timeframes  |
| C.4  | Quarterly Report  | Attachment I<br>Section C.10                                   | Quarterly                  | October 20<br>January 20<br>April 20<br>July 31   |
| C.5  | Substance Abuse and Mental Health Block Grant<br>Report<br>Template: Incorporated Document 34                   | Exhibit A<br>Section 4.2                                       | Semi-annually              | February 15<br>August 15  |
| C.6  | Narrative Report for the Substance Abuse and<br>Mental Health Block Grant<br>Template: Incorporated Document 35 | Exhibit A<br>Section 4.3                                       | Annually                   | May 30  |
| C.7  | BNet Alternative Services Documentation   | Incorporated<br>Document 12                                    | Monthly                    | 15 <sup>th</sup> of each month  |
| C.8  | BNet Auxiliary Aid Service Record   | Incorporated<br>Document 12                                    | Monthly                    | 5 <sup>th</sup> business day of the month   |
| <b>D. Required Contract Forms &amp; Documents</b>              |   |  |                            |   |
| D.1  | W-9 Form  | Standard Contract<br>Section C.7.e.                            | Once                       | Upon execution  |
| D.2  | Proof of Insurance  | Standard Contract<br>Section 9<br>Attachment I<br>Section D.4. | Annually; and<br>As needed | Initial: upon execution;<br>Annual: March 31; and<br>As needed: Within 30 days of a<br>modification of terms          |
| D.3  | Security Agreement Form   | Standard Contract<br>Section 28.c.                             | Annually                   | Upon execution; and<br>Updated annually   |

| E. Functional Tasks & Deadlines |  |  | Required by   | Frequency                       | Due No Later Than:   |
|---------------------------------|--|--|---|---------------------------------|--|
| E.1                             | E-Verify   |  | Standard Contract<br>Section 35.a.vi.                                   | Once                            | Enrollment within 30 calendar days of execution; Use within 90 calendar days of enrollment   |
| E.2                             | Notification of Network Service Provider performance that may interrupt service delivery or involve media coverage |  | Attachment I<br>Section B.1.a.(3)(c)                                    | As needed                       | Within 48 hours  |
| E.3                             | Incident Report Submission to IRAS- Management & Oversight   |  | Standard Contract<br>Section 12<br>Attachment I<br>Section B.1.a.(3)(f) |                                 | Upon discovery of an incident  |
| E.4                             | Designate CCP Providers  |  | Attachment I<br>Section B.1.a.(7)(b)1.                                  | Once; and<br>As needed          | Initial: Within 60 days of execution; and<br>As needed: Within 10 days of any change         |
| E.5                             | Staffing Changes – CEO, COO, CFO,  |  | Attachment I<br>Section B.2.b.  | As needed                       | Within 5 business days of any change   |
| E.6                             | Designate Staff Member responsible for providing immediate response  |  | Attachment I<br>Sections B.2.c.(1)-(5)                                  | Initial<br>and<br>Annual Update | Initial: upon execution<br>Annual Update: July 1   |
| E.7                             | Designate Consumer Affairs Representative Nomination   |  |   |                                 |  |
| E.8                             | Designate Facility Representative Nomination   |  |   |                                 |  |
| E.9                             | Designate Network Service Provider Affairs Ombudsman   |  |   |                                 |  |
| E.10                            | Designate Data Officer   |  |   |                                 |  |
| E.11                            | Establish & maintain internet-based electronic vault for access contract-related documents                         |  | Attachment I<br>Sections B.3.f. and<br>B.5.c.(2)                        | Once; and<br>As needed          | Initial Within 60 days of assignment<br>As Needed: All new documents within 10 business days |

**Sample**  
**Exhibit E - ME Schedule of Funds**  
**Name of Managing Entity and Contract #**  
**FY 2014-15 Use Designation - MM/DD/YYYY)**

| Other Cost Accumulators Title   | Other Cost Accumulators | Federal | State | Total |
|---|-------------------------|---------|-------|-------|
| <b>Mental Health - Adult</b>  |                         |         |       |       |
| ME Services & Supports Provider Activity - Adult Mental Health                                | MHA00                   |         |       |       |
| Evidence Based Prevention and Treatment Approaches  | MHA26                   |         |       |       |
| Community Forensic Beds   | MHA72                   |         |       |       |
| Florida Assertive Community Treatment (FACT)  | MHA73                   |         |       |       |
| Indigent Psychiatric Medication Program   | MHA76                   |         |       |       |
| Baycare Behavioral Health- Vets   | MHA86                   |         |       |       |
| Guidance Care Center- Key West  | MHA88                   |         |       |       |
| Clay Behavioral Health Center   | MHA89                   |         |       |       |
| Northside Mental Health Center  | MHA90                   |         |       |       |
| Palm Beach Mental Health/ Substance Abuse Treatment   | MHA92                   |         |       |       |
| Camillus House Mental Health/ Substance Abuse Treatment- Homeless                             | MHA93                   |         |       |       |
| Citrus Health Network   | MHA94                   |         |       |       |
| Grants PATH   | MHAPG                   |         |       |       |
| Temporary Assistance for Needy Families (TANF)  | MHATB                   |         |       |       |
| <b>Subtotal Mental Health - Adult</b>   |                         | -       | -     | -     |
| <b>Mental Health - Children</b>   |                         |         |       |       |
| ME Services & Supports Provider Activity - Children's Mental Health                           | MHC00                   |         |       |       |
| Purchase of Residential Treatment Services for Emotionally Disturbed Children and Youth       | MHC71                   |         |       |       |
| Baycare Behavioral Health- Children   | MHC87                   |         |       |       |
| Title XXI Children's Health Insurance Program (Behavioral Health Network)                     | MHCBN                   |         |       |       |
| Grant Miami-Dade Wraparound FACES   | MHCFA                   |         |       |       |
| Grants Miami-Dade County Wraparound   | MHCMD                   |         |       |       |
| Grants Project Launch   | MHCPL                   |         |       |       |
| <b>Subtotal Mental Health - Children</b>  |                         | -       | -     | -     |
| <b>Substance Abuse - Adult</b>  |                         |         |       |       |
| ME Services & Supports Provider Activity - Adult Substance Abuse                              | MSA00                   |         |       |       |
| HIV Services  | MSA23                   |         |       |       |
| Prevention Services   | MSA25                   |         |       |       |
| Projects Expansion of Substance Abuse Services for Pregnant Women and their affected families | MSA81                   |         |       |       |
| Strengthen Our Communities  | MSA85                   |         |       |       |
| Family Intensive Treatment (FIT)  | MSA91                   |         |       |       |
| Temporary Assistance for Needy Families (TANF)  | MSATB                   |         |       |       |
| <b>Subtotal Substance Abuse - Adult</b>   |                         | -       | -     | -     |
| <b>Substance Abuse - Children</b>   |                         |         |       |       |
| ME Services & Supports Provider Activity - Children's Substance Abuse                         | MSC00                   |         |       |       |
| HIV Services  | MSC23                   |         |       |       |
| Prevention Services   | MSC25                   |         |       |       |
| Drug Abuse Comprehensive Coordinating Treatment (DACCO)                                       | MSC95                   |         |       |       |
| Prevention Partnership Grant (PPG)  | MSCPP                   |         |       |       |
| Temporary Assistance for Needy Families (TANF)  | MSCTB                   |         |       |       |
| <b>Subtotal Substance Abuse - Children</b>  |                         | -       | -     | -     |
| <b>Total All Fund Sources</b>   |                         | -       | -     | -     |

|   |  |
|---|--|
| <b>Children's Mental Health SED Requirement</b>   |  |
| Children's Mental Health SED Target<br>(Expenditures in MHC01, MHC09, & MHC18 are eligible cost to meet this requirement) |  |

\*Children's Mental Health spending thresholds based on the actual SAMH expenditures from FFY 1994, which is no less than \$39,659,772

### Region-Specific Provisions

**A.** Pursuant to the terms of Attachment I, Section B.3.b., the Managing Entity shall subcontract for the legislatively appropriated program-specific funds listed in Table A with each specified Network Service Provider. Each subcontract shall require the Network Service Provider to use these funds only for the legislatively specified service and to report the unique numbers of persons served or services provided with these funds as distinct reporting elements within the subcontract report requirements.

**B.** 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:

1. A description of the service purchased with the specific appropriation;
2. The payment methodology and rate applied to the service;
3. Output and outcome performance measures applied to the service; and
4. The reporting requirements implemented to ensure regular and ad hoc status updates to the Department.

| Table A – Program-Specific Fund Summary |                        |  |                |
|---|------------------------|--|----------------|
| Year                                    | Specific Appropriation | Provider   | Amount         |
| FY14-15                                 | 372                    | Pregnant and Post-Partum Women Funding<br>Allocated to the following providers and amounts<br>1. Broward Addiction and Recovery Center: \$190,000.00<br>2. House of Hope: \$67,281.00<br>3. Susan B Anthony: \$599,543.00<br>4. The Starting Place: \$40,000.00 + \$60,000.00 (Proposed)<br>5. Spectrum: \$28,676.00<br>6. Smith Mental Health Assoc. (Proposed): \$28,844.00<br>7. National Mentor Holdings (Proposed): \$28,844.00 | \$1,043,188.00 |
| FY15-16                                 | PPG Solicitation LHZ03 | Hanley Center Foundation, Inc.   | \$147,256.00   |

**C.** Pursuant to the FY14-15 General Appropriations Act, Ch. 2014-51, Laws of Fla., the Managing Entity shall implement the following:

**1. Specific Appropriation 372 – Pregnant and Post-Partum Women Funding**

From the funds in Specific Appropriation 372, the recurring sum of \$1,043,188.00 from the General Revenue fund is provided for the expansion of substance abuse services for pregnant women and their affected families. These services shall include the expansion of residential treatment, outpatient treatment with housing support, outreach, detoxification, child care and post-partum case management supporting both the mother and child consistent with recommendations from the Statewide Task Force on Prescription Drug Abuse and Newborns. Priority for services shall be given to counties with greatest need and available treatment capacity.

2. The managing entity shall ensure each Network Service Provider reports the following performance metrics:

- a. Number of clients served,
- b. Number of adults served,
- c. Number of children served,
- d. Number of clients admitted in a residential treatment center,
- e. Type of services provided to the clients, and
- f. Number of clients discharged.

**D. Provision: Southeast Region Specific Performance Metrics**

The Managing Entity will assist in developing performance metrics as determined by the Department's Regional Leadership to support Southeast Region Priorities. These metrics / outcomes will be reported by the ME to the Department's Regional Staff as requested.

**E. Provision: Collaboration with Southeast Region Assignments**

The Managing Entity will work in collaboration with the Southeast Region SAMH staff in completing, according to given deadlines, any assignments given to the Southeast Region which involve the ME and/or its subcontractors and for which the ME would have or have access to the needed information.

**F. Provision: Communications**

**1. Reports**

- a. The Managing Entity will submit all required reports (including Monthly Performance Report) directly (via email or postal service) to the Contract Manager.
- b. All communications from the Managing Entity to the Department must include the Contract Manager and the Regional SAMH Director.
- c. All Public Meetings as well as Board/Board Committee Meetings must be noticed directly to the Contract Manager and the Regional SAMH Director.

**2. Partnership Meetings**

1. The Managing Entity and the Southeast Region SAMH Office will meet at a minimum of every two months regarding programmatic issues and updates in the SAMH System of Care for the Region.

**3. Client, Stakeholder and/or Provider Issues, Incidents, Complaints**

1. When a client, stakeholder and /or Provider issue rises to the level where further investigation / intervention appears warranted, the Managing Entity will:
  - a. Share currently available information about the issue with the SER SAMH designated staff;
  - b. Coordinate with the SER staff how the ME will proceed;
  - c. Review findings of the process and outcome(s) with the SER SAMH staff.

**G. Provision: Letter of Credit**

1. As a condition to execution of this Contract, the Provider has submitted and the Department has approved:
    - a. An irrevocable standby letter of credit in the amount of \$250,000 payable to the Department under the conditions stated therein;
    - b. A corporate guarantee by Concordia Healthcare Holdings, Inc., in the amount of \$500,000 payable to the Department under the conditions stated therein; and
    - c. A personal guarantee by \_\_\_\_\_ in the same amount payable to the Department should fail to make payment to the Department under its corporate guarantee.
  2. The letter of credit and guarantees are incorporated into this Contract by reference. All combined the letter of credit and guarantees provide the Department with access to \$750,000 upon the occurrence of the events described therein. As a condition of this Contract, Provider and the named guarantors shall maintain the foregoing letter of credit and guarantees in their current form and in the same amount for the duration of the initial term of this Contract, except that the corporate and personal guarantees may each be reduced to \$250,000 after October 31, 2014, and thereafter maintained at that amount for the duration of the initial term of this Contract. Upon such reduction, the letter of credit and guarantees, all combined, will provide the Department with access to \$500,000 upon the occurrence of the events described therein.
- H.** Pursuant to the Notice of Award for the PPG procurement RFA #LHZ03, the Managing Entity shall execute 3 year subcontracts with Network Service Providers as detailed in Table A for the implementation of the PPG program.
1. The Managing Entity shall negotiate PPG services within the scope of work detailed in the Network Service Provider's application.
  2. The Subcontract shall incorporate the specifications and elements detailed in the RFA, including but not limited to objectives, measures, and reporting.
  3. The Subcontract shall incorporate funding as detailed in the Table A for reasonable, allowable, and necessary expenditures required to perform PPG services.
  4. The Subcontract shall require the Network Service Provider to enter all prevention data into the Department's Performance Based Prevention System (PBPS).

## CERTIFICATION REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND  
COOPERATIVE AGREEMENTS**

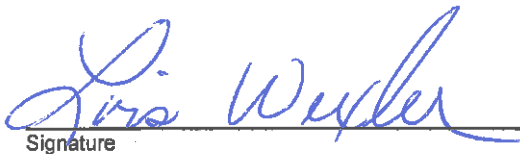
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

  
Signature

Lois Wexler  
Name of Authorized Individual

  
Date

JH343  
Application or Contract Number

Broward Behavioral Health Coalition, Inc.  
Name of Organization

1715 SE 4<sup>th</sup> Avenue Fort Lauderdale, FL 33316  
Address of Organization

## ATTACHMENT III

### FINANCE AND COMPLIANCE AUDIT

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

#### MONITORING

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

#### AUDITS

##### PART I: FEDERAL REQUIREMENTS

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

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

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

## PART II: STATE REQUIREMENTS

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

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

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

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

## PART III: REPORT SUBMISSION

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

A. Contract manager for this contract (1 copy)

Frank Jowdy  
Florida Department of Children and Families  
Southeast Region  
201 West Broward Blvd., Room 512  
Ft. Lauderdale, FL 33301

Email address: [Frank.Jowdy@myflfamilies.com](mailto:Frank.Jowdy@myflfamilies.com)

B. Department of Children & Families ( 1 electronic copy and management letter, if issued )

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

Email address: [single.audit@myflfamilies.com](mailto:single.audit@myflfamilies.com)

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

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

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

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

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

Email address: flaudgen\_localgovt@aud.state.fl.us

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

#### **PART IV: RECORD RETENTION**

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

## **ATTACHMENT IV**

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

### **Section 1. Definitions**

#### **1.1 Catch-all definitions:**

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

#### **1.2 Specific definitions:**

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

### **Section 2. Obligations and Activities of Business Associate**

#### **2.1 Business Associate agrees to:**

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

- enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR § 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;
- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
  - 2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
  - 2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
  - 2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;
  - 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S.;
  - 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
  - 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department ;
  - 2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);
  - 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
  - 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
  - 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

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

### **Section 3. Permitted Uses and Disclosures by Business Associate**

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

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

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

#### **Section 5. Termination**

##### **5.1 Termination for Cause**

- 5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:

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

##### **5.2 Obligations of Business Associate Upon Termination**

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

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

## **Section 6. Miscellaneous**

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