Contract No. KH225

Amendment # 0008

THIS AMENDMENT, entered into between the State of Florida, Department of Children and Families (DCF), hereinafter referred to as the "Department," and South Florida Behavioral Health Network, Inc., hereinafter referred to as the "Provider," amends contract #KH225.

This amendment replaces Attachment I and Exhibits with the approved statewide Managing Entity attachment and its exhibits and renumbers the pages for Attachment II and III.

1. Page 9, Standard Contract, after IN WITNESS THEREOF, delete '0166' and replace with '108'.

2. Pages 9 through 162, **Attachment I,** dated 10/01/2010, with all its exhibits are hereby deleted in their entireties and Pages 9 through 104, **Attachment I,** dated 10/01/12, with all its exhibits are inserted in lieu thereof and attached hereto.

3. Page 163, Attachment II, dated 03/96, is hereby renumbered as Page 105.

4. Pages 164-166, Attachment III, is hereby renumbered as Page 106-108.

5. This Amendment may be executed in counterparts, all of which taken together shall constitute one and the same original.

This amendment shall begin on October 1, 2012 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 105 page amendment to be executed by their officials thereunto duly authorized.

PROVIDER:	South Florida Behavioral Health Network, Inc.	State of Florida Department of Children and Families
SIGNED BY:		SIGNED BY:
NAME:	John Doss	NAME: David E. Wilkins
TITLE:	Executive Director	TITLE: Secretary
DATE:		DATE: 10/3/12
FEDERAL ID	59-3380500	

ATTACHMENT I

A. Services To Be Provided

1. Definition of Terms

a. Contract Terms

Contract terms used in this document can be found in the Florida Department of Children and Families' Glossary of Contract Terms, which is incorporated herein by reference and can be obtained at the following internet location:

http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf

b. Program/Service Specific Terms

(1) Behavioral Health Network (BNet) - A statewide network of providers of Behavioral Health Services who serve Medicaid ineligible children with mental health or substance abuse disorders who are determined eligible for the Title XXI of the United States Public Health Services Act, KidCare program.

(2) Behavioral Health Services - Mental health services and substance abuse prevention and treatment services, as defined in Chapters 394 and 397, Florida Statutes (F.S.), which are provided using state and federal funds.

(3) Community-Focused - Planning, management, and decision-making designed to ensure that resources build on the unique strengths and meet the specific needs of the local communities.

(4) Consolidated Program Description - The combination of all of the Managing Entity Subcontractors' program descriptions and the Managing Entity's program description, organized according to the description provided in 65E-14.021(8)(d)1.d.(III), Florida Administrative Code (F.A.C.)

(5) Consumer-Focused - A System of Care (defined below) that focuses on and meets the needs of the individuals being served.

(6) Continuous Quality Improvement (CQI) - Continuous internal and external improvements in service provision and administrative functions. These include the systematic on-going process of improving performance, both in process and end of process indicators in order to meet the valid requirements of individuals served. For purposes of this Contract, Continuous Quality Improvement will include quality assurance functions, such as 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 Subcontractors. Continuous Quality Improvement will also assess compliance with Contract requirements, state and federal law and associated administrative rules,

regulations, and operating procedures and validate quality improvement systems and findings.

(7) Comprehensive, Continuous, Integrated System of Care (CCISC) - A system design and implementation model for organizing services for individuals and families with co-occurring disorders that is designed to improve services capability on a statewide or regional basis to achieve: system level change; efficient use of resources; use of evidence-based and consensus based practices; and integrated mental health and substance abuse services throughout the system, by organizing a process in which every program improves their provision of co-occurring disorder services, and every clinical staff person improves their level of co-occurring disorder service competency based on their job and level of training.

(8) Co-occurring Disorder - Any combination of mental health and substance abuse disorders in any individual, whether or not the disorder has been already diagnosed.

(9) Co-occurring Disorder Service Capability - The ability of any program to organize every aspect of its program infrastructure (policies, procedures, practices, documentation, and staff competencies), within its existing resources, to provide appropriately matched, integrated services to the individuals and families with co-occurring disorders that are routinely presenting for care in that program.

(10) Cultural and Linguistic Competence - A set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals that enable effective work in cross-cultural situations that provides services that are respectful and/or responsive to cultural and linguistic needs.

(11) Electronic Health Record (EHR) - A longitudinal electronic record of patient health information generated by one or more encounters in any care delivery system.

(12) Evidence-Based Practice (EBP) - An Evidence-Based Practice is one that is based on accepted practices in the behavioral health profession and is supported by research, field recognition, or published practice guidelines.

(13) Indigent Drug Program (IDP) - A program that allows the Department to purchase medications for individuals who are indigent.

(14) Individual(s) Served - Any person who is receiving services in any substance abuse or mental health program whose cost of care is paid, in part or in whole, by the Department or local match.

(15) Juvenile Incompetent to Proceed (JITP) - "Child" or "juvenile" or "youth" as defined in section 985.03, Florida Statutes (F.S.), deemed incompetent as specified in section 985.19, F.S.

(16) Managing Entity - A corporation that is organized in the State of Florida, is designated or filed as a nonprofit corporation under section 501(c)3 of the Internal Revenue Code and is under contract to the Department to manage the day-to-day operational delivery of behavioral health services through an organized system of care; synonymous with Provider.

(17) Managing Entity Administrative Cost - Expenses eligible for payment from Department funds and directly incurred by the Managing Entity to manage the behavioral health system under and pursuant to this Contract. Managing Entity Administrative Costs shall not include any Subcontractor Administrative Costs. Managing Entity Administrative Costs must be allowable, reasonable, and necessary in accordance with state and federal regulations and are limited to costs associated with the following functional categories:

(a) Contract Management functions: costs associated with procurement of services, contract processing, and payment processing.

(b) Financial Management functions: costs associated with budgeting, accounting, revenue management, auditing, and financial reporting.

(c) Facilities Management functions: costs associated with rent, utilities, maintenance, janitorial services, and security services.

(d) Communications and Information Technology functions: costs associated with telephone services (land line and cellular); internet, cable and related telecommunications services, information technology hardware and software; desktop support; application development, and network management.

(e) Legal functions: costs associated with attorney services and court costs.

(f) Executive Management functions: costs associated with Managing Entity oversight and strategic direction; insurance (general liability, automobile, Directors and Officers, unemployment compensation, and workers' compensation); printing and reproduction; postage and shipping services; travel; marketing; accreditation; organizational memberships and associated fees; costs that support administrative functions and positions; and costs associated with Board of Directors activities.

(g) System Development functions: costs associated with research, planning, developing and evaluating the network's system of care as defined in **Section A.1.b.(28),** of this Contract or associated with strategic

planning and informing Department plans as specified in **Section B.1.a.(8)**.

(h) Human Resources and Training functions: costs associated with Managing Entity employee benefits (including health and life insurance, 401K planning, and employee leave packages), recruitment, training, and conference participation.

(i) Subcontractor Monitoring functions: costs associated with Subcontractor monitoring and auditing processes, including but not limited to investigating fraud, waste, grievances, and appeals.

(j) Risk Management functions: costs associated with risk assessment and management, including quality assurance (QA) and continuous quality improvement (CQI) activity as defined in **Section A.1.b.(6),** and specified in **Section B.1.a(4),** of this Contract.

(k) Utilization Management functions: costs associated with implementing the Scope of Work, **Exhibit E,** and as specified in **Section B.1.a.(2),** including pre-authorization and concurrent authorization of services.

(18) Network Provider (synonymous with Subcontractor) - A direct service agency that is under contract with the Managing Entity as part of the Managing Entity's System of Care.

(19) Outcome for Individual Service Recipient - A measure of the quantified result, impact, or benefit of services on the individual service recipient.

(20) Outcome for Managing Entity Performance - A standard to evaluate performance of the Managing Entity and any Subcontractor relative to compliance with the Contract and the performance and outcome measures therein.

(21) Payer Class - Medicare, Medicare HMO, Medicaid, Medicaid HMO, private-pay health insurance, private-pay health maintenance organization, private preferred provider organization, the Department of Children and Families, other government programs, self-pay patients, charity care, and any other payer class other than the Department.

(22) Projects for Assistance in Transition from Homelessness (PATH) - A federal grant to support homeless individuals with behavioral health needs.

(23) Provider - (synonymous with Managing Entity)

Stakeholders - Individuals/groups with an interest in the provision of treatment services for substance abuse, mental health services, and/or co-occurring disorders in the circuits outlined in **Section B.1.b.,** of this Contract. This includes, but is not limited to: dependency, drug courts, lead community-

based care child welfare agencies, child protection investigators, substance abuse and mental health service Subcontractors, primary and emergency care providers, schools, Department of Corrections, Department of Juvenile Justice, Department of Health, prevention coalitions, circuits, business community, homeless coalitions, the National Alliance for the Mentally Ill, and consumer networks.

(24) Statewide Inpatient Psychiatric Programs (SIPP) - Residential inpatient facilities under contract with the Agency for Health Care Administration (AHCA) under the Medicaid IMD waiver for children under age 18 to provide diagnostic and active treatment services in a secure setting.

(25) Subcontractor Administrative Cost - Expenses eligible for payment from Department funds and incurred to provide substance abuse and/or mental health services pursuant to this Contract, including: procurement and contracting, financial management, facilities management, information technology, legal services, executive direction, planning, research, program development and evaluation, human resources, and risk management (including quality assurance/improvement). Subcontractor Administrative Costs shall not be included in the determination of Managing Entity Administrative Cost.

(26) Subcontractor (synonymous with Network Provider) - Any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime provider or another Subcontractor.

(27) Substance Abuse and Mental Health Information System (SAMHIS) - The Department's current substance abuse and mental health web-based data system or any replacement system on which the Managing Entity and all Subcontractors are required to report data in accordance with this Contract.

(28) Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach, Access, and Recovery (SOAR) - A 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 Subcontractors.

(29) System of Care (SOC) - Substance abuse and mental health services that are coordinated and developed into an integrated network of emergency, acute care, residential, outpatient, recovery support, and consumer support services assessable and responsive to the needs of individual substance abuse and mental health service recipients, their families, and community Stakeholders.

(30) System of Care Administrative Cost - The combined administrative cost of the Managing Entity and its Subcontractors which are delivering

community-based substance abuse and/or mental health services through an integrated and coordinated system of care.

(31) Temporary Assistance to Needy Families (TANF) - Cash assistance for families, including any family receiving cash assistance payments of TANF diversion services from any state program pursuant to the provisions of sections 414.1585 and 414.0252(9), F.S.

(32) Wait List - A list maintained by the Managing Entity and each Subcontractor that shows the number of persons waiting for access to the recommended level of care.

1. General Description

a. General Statement

Through this Contract, the Department is purchasing the administration, management, support, and oversight of Department-funded behavioral health services in the circuits listed in **Section B.1.b.,** herein. The Managing Entity shall subcontract with qualified, direct service, community-based organizations to provide behavioral health services to children, adolescents, adults, and elders, pursuant to section 394.9082, F.S., consistent with Chapters 394, 397 and 916, F.S., and also consistent with the State Substance Abuse and Mental Health Services Plan dated January 2011. The selection of Subcontractors shall be accomplished in a manner to maximize competition among qualified providers. The Managing Entity shall provide administrative and programmatic oversight to ensure that Subcontractors comply with the services and other requirements of this Contract. The Managing Entity shall also ensure a seamless transition of management and oversight for the contracts being transferred from the Department.

In addition, the Substance Abuse and Mental Health (SAMH) Programs within the Department are initiating a system-wide initiative to implement a Comprehensive, Continuous, and Integrated System of Care (CCISC) throughout Florida for persons with co-occurring substance use and mental disorders. The Managing Entity shall ensure that all Subcontractors recognize the needs of individuals and families with co-occurring disorders and engage in a quality improvement process to achieve co-occurring disorder capability. The Managing Entity shall deliver the program services in accordance with the **Exhibit C** attached hereto.

The Managing Entity shall adhere to the principles of recovery and resiliency, in the development, implementation, and delivery of behavioral health services, both in service delivery to individuals and families and through the management and oversight of the Subcontractors. Individuals are able to recover more quickly when their hope is encouraged, life roles are defined, spirituality is considered, culture is understood, and when educational and social needs are considered. To this end, the Managing Entity shall:

- Continuously maintain strong fiscal stability and financial management and will require and ensure its Subcontractors do the same;
- Promote dignity and respect for all individuals served and their families;
- Promote family-centered substance abuse and mental health treatment when working with parents and children;
- Incorporate a broad array of services and supports (e.g., physical, emotional, clinical, social, educational and spiritual) that are developmentally informed and appropriate for the age of the person receiving services;
- Ensure services meet the individual's and/or family's needs and strengths, and ensure that the unique needs of the individual and families are considered and valued across the life span;
- Ensure that services are provided throughout the community in the least restrictive setting;
- Ensure that services are accessible within the driving distance standards, timelines for service access, and at times convenient to the service recipient;
- Ensure that services are coordinated;
- Ensure that assessment, intervention, and treatment services focus on the whole person, and are family-centered when appropriate;
- Ensure assessment and treatment is from a holistic approach, which promotes the treatment of co-occurring substance abuse and mental health disorders;
- Ensure that assessment, intervention, and treatment are gender-responsive;
- Follow principles of recovery which include choice, hope, trust, personal satisfaction, life roles, interdependence, and community involvement;
- Ensure that services will be provided from a strength-based perspective, focusing on the person's and/or family's competencies;
- Ensure that services encompass the use of generic and natural supports;
- Ensure that substance abuse and mental health services are linked with community programs such as housing, work, and parenting supports;
- Ensure that services are trauma-informed;
- Ensure that children's services will be family-centered, focused on increasing the child's ability to successfully cope with life challenges and build resiliency;

- Implement a System of Care that is consumer focused, supports the individual and family, sustains recovery, builds resiliency, and optimizes the partnership with the Department and other Stakeholders; and

- Ensure that cultural and linguistic competence is provided throughout the System of Care.

b. 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), and 916, F.S., provide the Department with the authority to contract for these services.

c. Scope of Service

(1) The Managing Entity shall be responsible for the management and delivery of a comprehensive array of behavioral health services to the target population(s) identified in **Section A.3.a.**, through a System of Care and in accordance with the tasks outlined in **Section B.1.a.** The outline of tasks in **Section B.1.a.,** shall not limit the goals to be achieved under this Contract nor the Managing Entity's obligations to perform all services incidental to the management and provision of a comprehensive array of behavioral health services to eligible individuals in accordance with the terms of this Contract. The Managing Entity shall qualify multiple providers and use a standard payment methodology. Services shall be delivered at the locations specified in **Exhibit C**.

(2) The Managing Entity shall perform all service tasks set forth in **Section B.1.a.** The Managing Entity shall collaborate with and amend into this Contract all applicable requirements of any awards, initiatives, or Federal grants received by the Department.

(3) The Managing Entity shall comply and ensure that all subcontractors comply, with all policies, directives, and guidelines of the Department including, but not limited to, those found on the following SAMH Contract Management website:

http://www.dcf.state.fl.us/programs/samh/contractingMore.shtml

(4) Behavioral health services include, but are not limited to the following broad categories of services listed below:

- Crisis Intervention Services focusing on mobile crisis intervention, acute crisis stabilization in a secure setting, and telephone intervention;

- Detoxification services in residential and outpatient settings utilizing medical and clinical procedures;

- Forensic services including diversion from the criminal justice system, in-jail services, competency restoration, and monitoring of individuals on conditional release for compliance with court orders;
- Coordination of substance abuse and mental health services for inmates approaching the End of Sentence (EOS);
- Mental health and/or substance abuse services for individuals charged with misdemeanor offenses including diversion, case management services, and monitoring of individuals for compliance with court orders. This includes Drug Court and/or Mental Health Court programs that mandate treatment goals which at a later time may broaden the current jurisdictional limitations and the conditions for supervision;
- Coordination of SAMH treatment services including various levels of residential, outpatient treatment, and recovery support services at varying levels of support; assessment, evaluation, screening, counseling, therapy, medication management, and residential short-term treatment;
- Coordination with physical health care, housing, homeless, and employment resources;
- Rehabilitation services such as supported employment, transitional employment and clubhouse, supported housing, and supportive living;
- Florida Assertive Community Treatment (FACT);
- Medication management and education;
- Information and referral services twenty-four (24) hours a day, seven (7) days per week;
- Recovery support services involving case management/resource coordination, self-help/peer services, supported housing, and incidental support funds;
- Provision of certified peer specialist services;
- Temporary Assistance to Needy Families (TANF) funded services;
- Projects for Assistance in Transition from Homelessness (PATH) program;
- Indigent Drug Program (IDP);
- Behavioral Health Network (BNet) program;
- Juvenile Incompetent to Proceed (JITP) program;

- Children's mental health intensive in-home services with the purpose of diverting Seriously Emotionally Disturbed (SED) children from residential care;
- Substance abuse and mental health in-home outpatient/intervention services for adolescents involved in Foster Care/Department of Juvenile Justice and other high risk groups and adults involved in Child Welfare;
- Substance abuse and mental health services for parents whose children are served by the Child Welfare system;
- Management of children's mental health residential mental health services;
- Prevention services designed to preclude the development and/or exacerbation of substance abuse problems and mental health disorders by addressing risk factors with children and families that are both individually and community focused;
- Training and Education to individuals served, families, professionals working within the Subcontractor network and Stakeholder, covering topics such as Marchman Act, Baker Act, emerging technologies, i.e., Eservices, Evidence-Based Practices as defined in the Clinical Supervision for Evidence-Based Practices Exhibit of the Department's SAMH provider contracts for fiscal year ending June 30, 2011, performance and outcomes measurement, forensic system training, coordination of case management trainings, and others as appropriate;
- Guardianship;
- Representative payee services;
- Disaster services; and
- Other services as listed in Chapters 394, 397, and 916, F.S.

d. Major Program Goals

(1) The primary goal of the SAMH Program is to promote the reduction of substance use, abuse, and dependence and improve the mental health and lives of the people of Florida by making substance abuse and mental health treatment and support services available through a comprehensive, integrated community-based System of Care and to engage and encourage persons with or at risk of substance abuse and/or mental illness to live, work, learn, and participate fully in their community.

(2) The Managing Entity hereby acknowledges the goals of the Department in the performance of its responsibilities under this Contract, including, but not limited to, those with regard to:

- Financial strength and programmatic accountability to achieve performance outcomes and standards in the most cost effective and efficient manner possible;
- Assessment of community needs for behavioral health services;
- A locally accessible System of Care based on a system needs assessments inclusive of individuals served, families, and community Stakeholders;
- Continuous Quality Improvement (CQI) through the systematic use of EBPs and a comprehensive quality management program designed to monitor and ensure the highest level of care possible;
- Early diagnosis, prevention, intervention, and treatment to enhance recovery, early social and emotional development for children and preventing hospitalization;
- Specialized services for parents involved with the child welfare system;
- Specialized services to residents of assisted living facilities;
- Co-occurring Disorders are assessed and treated effectively;
- Innovative services to elder adults enabling them to live in the least restrictive care settings;
- Collaboration with the state and community Stakeholders towards the Department's highest priority to reduce admissions and length of stay for children and adults in residential treatment facilities and state hospitals and return them to a community environment;
- Administrative efficiencies throughout the service array;
- Redirecting funds from restrictive care settings to community-based recovery support services;
- Funding prevention coalitions;
- Enhancement of the continuity of care for children, adolescents and adults, (including the elderly) entering the publicly funded behavioral health service system; and
- Operationalize the Department's interagency agreements which include, but are not limited to, the Department of Juvenile Justice (DJJ), Children's Medical Services (CMS), Department of Education (DOE), Agency for Health Care Administration (AHCA), Agency for Persons with Disabilities (APD), Department of Corrections (DOC), and the judicial circuit(s).

2. Individuals to be Served

a. General Description

Pursuant to section 394.9082(7)(b), F.S., the Managing Entity shall provide the following adult and children's mental health and substance abuse services listed below to eligible adults and children:

- ☒ Adult Mental Health – Forensic Involvement
- ☒ Adult Mental Health - Severe and Persistent Mental Illness
- ☒ Adult Mental Health – Serious and Acute Episodes of Mental Illness
- ☒ Adult Mental Health – Mental Health Problems
- ☒ Children's Mental Health - Seriously Emotionally Disturbed
- ☒ Children's Mental Health - Emotionally Disturbed
- ☒ Children's Mental Health - At Risk of Emotional Disturbance
- ☒ Adult Substance Abuse
- ☒ Children's Substance Abuse

b. Eligibility of Individuals Served

(1) The Managing Entity shall ensure that all eligible persons meeting the target population descriptions in **Section A.3.a.**, and as described in PAM 155-2 receives services based on the availability of resources.

(2) The Department's PAM 155-2 is available on the Department's website (www.dcf.state.fl.us/programs/samh/pubs_reports.shtml) and is incorporated herein by reference. As described in the PAM 155-2, the Managing Entity shall ensure that services funded under this Contract and any subcontracts thereafter awarded, are for services that are not covered by Medicaid or for persons who are not eligible for Medicaid services. A detailed description of each target population is contained in PAM 155-2. Services that are eligible for Medicaid reimbursement and that are provided to Medicaid eligible individuals shall not be billed to the Department nor funded by this Contract.

(3) For children and parents who are not Medicaid eligible or who need services that are not covered by Medicaid, and who are in or placed from households that the Department's Child Protective Investigators determined were "unsafe" without additional services, will have priority for substance abuse and mental health services provided by Subcontractors of the Managing Entity. Per section 394.674(a)(2), F.S., eligibility for adult mental health services for the parents is based upon the emotional crisis experienced from the potential removal of children. Substance abuse eligibility is based on parents who put children at risk due to a substance abuse disorder, pursuant to section 394.674(c)3, F.S. These individuals may not be placed on a wait list without receiving interim services for longer than one week.

(4) Mental health crisis intervention and crisis stabilization facility services,

and substance abuse detoxification and addiction receiving facility services, shall be provided to all persons meeting the criteria for admission, subject to the availability of funds.

c. Determination of Individuals Served

The Managing Entity shall ensure that Subcontractors adhere to the Department's Individuals Served eligibility requirements as specified in the Minimum Services Requirements, which may be found at:

http://www.dcf.state.fl.us/programs/samh/contractingMore.shtml

In the event of any disputes regarding the eligibility of individuals served, the determination made by the Department is final and binding on all parties. The Department, in accordance with Florida law, is exclusively responsible for defining eligibility of Individuals Served for services provided through this Contract. The Managing Entity shall apply this definition to persons on a case-by-case basis, and the Managing Entity may delegate the Individuals Served eligibility determinations to the Subcontractors, subject to the final and binding determination of the Department.

If the Managing Entity disputes the Department's determination regarding eligibility of an Individual Served, dispute resolution, as described in **Section D.1.,** shall be implemented. Any disputes relating to eligibility shall not prevent the provision of services to Individuals Served unless and until the dispute resolution process reverses the Department's determination.

d. Contract Limits

(1) The Managing Entity is not authorized to bill the Department for more dollars than are specified in **Exhibit B**. The Department's obligation to pay for services provided under this Contract is limited by the availability of funds and subject to appropriations by the Legislature. The Managing Entity may not authorize or incur indebtedness on behalf of the Department.

(2) The Managing Entity shall ensure that funds provided pursuant to this Contract will not be used to serve persons outside the target population(s) specified in **Section A.3.a.**

(3) The provisions of services required by this Contract are limited to eligible residents, children, and adults receiving authorized services within the circuits outlined in **Section B.1.b**.

B. Manner of Service Provision

1. Service Tasks

a. The following tasks shall be completed for each fiscal year of the Contract,

unless otherwise noted. The following outline of tasks shall not limit the Scope of Services and the Managing Entity Responsibilities to be performed under this Contract.

(1) Function 1. System of Care Development and Maintenance

(a) The Managing Entity shall develop and manage substance abuse and mental health services into an integrated network of services that are accessible and responsive to individuals in need of such services, along with their families and community Stakeholders.

(b) The Managing Entity shall ensure that EBPs are accessible to children and parents within the Child Welfare System and that its policies and procedures promote integration of these EBPs with the Department's child protection system and Community-Based Care lead agencies. The Managing Entity is responsible for providing substance abuse and mental health services to children and parents who are not Medicaid eligible. The Managing Entity must coordinate services that it funds with other services to ensure integrated care.

(c) The Managing Entity will assess the current Subcontractors' capacity to provide services that are covered in this Contract for children and parents within the Child Welfare System, provide technical assistance and training to expand the capacity, if necessary, and develop plans to expand the System of Care by July 1, 2013.

(d) The Managing Entity shall implement a continuous, comprehensive, integrated System of Care for individuals with Co-occurring Disorders, including the assessment of current Subcontractor capacity, provide training and technical assistance, and develop plans of action to move all Subcontractors to full capacity to meet the needs of such individuals.

(e) The Managing Entity shall develop collaborative strategies with community partners including, but not limited to, advocacy groups, the court system, state treatment facilities, Department of Juvenile Justice, Department of Corrections, Agency for Health Care Administration, Community-Based Care lead agencies, local law enforcement, local school boards, and public/private universities.

(f) The Managing Entity shall utilize diverse Stakeholder groups in developing and administering Community-Focused Behavioral Health Services. Collaborative activities may include needs assessments, strategic planning, service delivery models, system designs, and research.

(g) The Managing Entity shall provide services designed to meet the unique cultural and linguistic needs of the community to be served, including the approach to recruitment of culturally diverse staff.

(h) The Managing Entity shall develop an agreement with local Medicaid health plans that establishes mutual protocols to address coordination and continuity of care for persons receiving services funded by the Managing Entity and Medicaid funded services covered by Medicaid health plans. In the event that the Managing Entity cannot reach an agreement with local Medicaid health plans, the Managing Entity shall notify the Department, and submit documentation of their efforts to the Department for review.

(i) The Managing Entity shall follow statutory requirements in section 429.075, F.S., in the provision of service for residents of assisted living facilities that have mental disorders who reside in a limited mental health licensed facility.

(j) The Managing Entity, using the funding provided pursuant to this Contract, shall provide for the coordination and continuity of care for persons who are receiving services, who also receive Medicaid funded services.

(k) The Managing Entity shall provide services to persons who have been court ordered into involuntary outpatient placement in accordance with section 394.4655, F.S.

(l) The Managing Entity shall ensure access to services within each geographical circuit in relation to distance and travel time.

(m) The Managing Entity shall make every effort to ensure that the Subcontractors become a vital part of the community services and support system. The Managing Entity shall participate with and support community programs and coalitions that promote school readiness, community services for children with serious emotional disorders, assist persons to return to work, and provide early intervention and prevention programs. The Managing Entity shall have linkages with numerous community programs that assist individuals in obtaining housing, economic assistance, and other supports.

(n) The Managing Entity understands that the Department is a public agency and that all documents related to the business of the Department and the Managing Entity are public records, per Chapter 119, F.S., and subject to full disclosure. The Managing Entity shall ensure that all documents related to the Contract shall be maintained in accordance with Chapter 119, F.S. and that all business of the Managing Entity is conducted in a transparent manner that promotes competition and provides public access to information, meetings, and provides the public opportunity for participation in decision-making.

(2) Function 2. Utilization Management

(a) The Managing Entity shall apply the utilization management plan developed by the Managing Entity and approved by the Department which is maintained in the Contract Manager's file and is incorporated herein by reference. This plan includes methods to reduce, manage, and eliminate waitlists, promote co-occurring services, and ensure appropriate access to mental health and substance abuse crisis intervention, support, and stabilization across the life-span. These methods may include programs of prevention, intervention, and/or diversion. The Managing Entity acknowledges that the Department desires innovative approaches to utilization management, such as case coordination for high cost individuals, linkages with other services to reduce cost, data based cost analysis, and other methods that reduce costs without negatively impacting quality of care and further acknowledges that it is not the goal of utilization management to deny medically necessary care.

(b) The Managing Entity shall develop and implement managerial and supervisory strategies, methods and tools to ensure effective, efficient and timely service provision and review, including steps toward competency of Individuals Served, when appropriate. The Managing Entity shall the community forensic adult mental health system ensuring timely and appropriate diversions from forensic mental health treatment facilities as well as appropriate and timely admissions to and discharges from forensic treatment facilities, TANF, BNet, JITP, and civil facilities.

(c) The Managing Entity shall coordinate with the state mental health treatment facilities (civil and forensic), regarding the utilization of said facilities , which includes at a minimum, working together to address the admission process, on-going communication during treatment, and the discharge/aftercare process regarding:

1. Annual bed utilization reduction as a percentage of total beds in the applicable state mental health treatment facilities (civil and forensic); and

2. Annual reduction of average length of stay as the average number of days in the applicable state mental health treatment facilities (civil and forensic).

(d) The Managing Entity shall assist in the discharge of children and adults from hospital based inpatient care, residential treatment, and state treatment facilities that need services provided through this Contract.

(3) Function 3. Network/Subcontract Management

(a) The Managing Entity shall manage the Subcontractor network, at a minimum, through the following means:

1. Enforcement and monitoring of access standards and management of the System of Care;

2. Web registration;

3. Subcontractor performance monitoring/accountability;

4. Subcontractor background screening verification;

5. Onsite operational annual audits; and

6. Evaluation of all new Subcontractors prior to service delivery.

(b) The Managing Entity shall implement the network management plan developed by the Managing Entity and approved by the Department, which is maintained in the Contract Manager's file and is incorporated herein by reference. This plan fully describes processes to effectively manage and monitor subcontracts, both administrative and programmatic. The network management plan shall include the process by which accountability for performance and quality of services from Subcontractors will be ensured, how duties will be implemented, and efficiencies to be implemented. The plan, at a minimum, shall also include the Managing Entity's monitoring process of the elements specified above.

(c) The Managing Entity shall ensure that implementation of the network management plan utilizes the results of Subcontract compliance monitoring, quality improvement reviews, and achievement of performance measures to continuously improve the quality of services provided. The Managing Entity shall systematically inform the Department of its own surveys to assess Subcontractor relations.

(d) The Managing Entity shall ensure that appropriate services, based on needs of the Individuals Served, will be provided from the list of approved programs/activities described in **Exhibit B**.

(e) The Managing Entity shall implement the transition plan developed by the Managing Entity and approved by the Department, which is maintained in the Contract Manager's file and is incorporated herein by reference. The Managing Entity shall ensure that all Subcontractors have a correct and current license for each licensable service that is subcontracted and shall notify the Department if there are findings of Subcontractors who are operating programs without a valid license. The Managing Entity shall suspend payment until the Department resolves the licensure issue.

(f) The Managing Entity shall ensure that all Subcontractors have the appropriate credentials necessary to render the services being provided.

(g) The Managing Entity shall require Subcontractors to document recruitment plans designed to maintain, as much as possible, staff with the ethnic and racial composition of the Individuals Served.

(h) The Managing Entity shall recommend to each treatment Subcontractor that it execute a Memorandum of Understanding (MOU) with the appropriate Federally Qualified Health Center (FQHC) within ninety (90) days of the effective date of this Contract. Copies of the executed MOUs shall be submitted to the Circuit or Region SAMH Program Office and to the Department's Contract Manager on or before January 2, 2012. The MOUs shall promote the integration of primary care services to the medically underserved and provide for innovative methods to expand capacity for behavioral health care services.

(i) The Managing Entity shall ensure that Subcontractors engage in good-faith efforts to initiate and support local county implementation of the Medicaid Substance Abuse Local Match Program in order to expand community service capacity through draw down of Federal funding.

(j) The Managing Entity shall have a fully functioning fraud and abuse prevention protocol by July 1, 2013, to prevent fraud and abuse of funds covered under this Contract. The protocol shall comply with all state and federal requirements applicable to all funding categories covered through this Contract.

The Managing Entity shall submit a fraud and abuse prevention plan, as outlined in **Exhibit A**, which details the following functions;

i. Establish and maintain a fraud investigative protocol to investigate possible acts of fraud, abuse, or overpayment, or the Managing Entity may subcontract for such program integrity functions.

ii. If the Managing Entity subcontracts for the program integrity function, the Managing Entity must submit the subcontract to the Substance Abuse and Mental Health Program Office for review and approval no less than sixty (60) days before the planned commencement of the contract.

iii. Policies and procedures designed to prevent and detect potential or suspected fraud and abuse in the administration and delivery of services under this Contract.

iv. Policies and procedures that demonstrate how the Managing Entity will take corrective action with the Subcontractor that is in direct violation of contract provisions between the Subcontractor and the Managing Entity and report this action to the Department. The Managing Entity will refer suspected fraud and abuse to the Managing

Entity Accountability Unit in the Department's Substance Abuse and Mental Health Program Office.

v. Incorporate in its policies and procedures a description of the specific controls that will prevent or detect fraud and abuse such as claims edits or audits, Subcontractor profiling to determine patterns of claims submission, credentialing and recredentialing to ensure appropriate level of clinical practitioner by service.

vi. Incorporate in its policies and procedures a description of the investigative and follow-up process to assure that the Managing Entity will cooperate fully with any Department or other entity investigation.

vii. Any identified fraud or abuse must be immediately reported to the Managing Entity Accountability Unit upon discovery and shall also be included in the quarterly reconciliation report, **Section C.10**.

(4) Function 4. Continuous Quality Improvement

(a) The Managing Entity shall maintain a Continuous Quality Improvement (CQI) program which shall include use of outcomes for Individuals Served, Stakeholder satisfaction data, complaint tracking and resolution, as well as the level of staff commitment for this function. This program shall follow a systems approach to reporting, analyzing, and tracking critical incidents related to Individuals Served, community Stakeholders, employees, and family and consumer groups. The Managing Entity shall implement the CQI plan developed by the Managing Entity and approved by the Department, which is maintained in the Contract Manager's file and is incorporated herein by reference. Through implementation of the CQI plan, the Managing Entity shall: (i) identify gaps in services and specialized needs; (ii) report individual case reviews and system wide training needs; (iii) use the collection and analysis of data and incorporation of that data into action plans to improve outcomes and performance; (iv) track data submission to the SAMHIS; (v) resolve grievances and complaints of Individuals Served including complaints and grievances against the Managing Entity; (vi) ensure the effective evaluation, improvement and implementation of corrective action plans; (vii) be able to communicate changes in its policy and procedures; and (viii) ensure that Subcontractor staff training is conducted where appropriate.

(b) In addition, the CQI plan shall reflect the future integration of appropriate data among data systems operated by the Department including: SAMHIS; Florida Safe Family Network (FSFN); and Automated Community Connection to Economic Self-Sufficiency (ACCESS); and must contribute to CQI.

(c) The Managing Entity shall ensure that quality assurance processes promote continuous improvement in access to and delivery of services, including systematic reporting of Individuals Served and Subcontractor satisfaction with its own services. This should reflect, at a minimum, the System of Care description outlined in Function 1.

(d) The Managing Entity shall report, track, and analyze incidents and Individuals Served, Stakeholder, and community complaints and incorporate trending data from incidents and complaints into the quality improvement process to mitigate risk and improve quality of services. The Managing Entity will address the issues in a timely manner and will record how the issues were resolved.

(e) The Managing Entity shall communicate performance issues and trends to staff, management, its Board of Directors, the Subcontractor network, and the Department.

(f) The Managing Entity shall actively participate in and ensure compliance with the Department's local and statewide requirements and processes for quality assurance and quality improvement.

(g) The Managing Entity shall ensure that systems and processes: (i) manage and meet the required outcome measures identified in **Section B.6.a.(3)**; (ii) ensure that staff and Subcontractors are held accountable for performance, including incentives and penalties if applicable; (iii) employ systematic trending, review and improvement of performance of systems related to both Subcontractors and the Managing Entity.

(5) Function 5. Technical Assistance/Training

The Managing Entity shall develop and implement a plan for technical assistance and training, including using the relationship between emerging trends in the behavioral health field, monitoring findings, training, clinical supervision, and the CQI program.

The Managing Entity shall ensure that the plan supports the implementation of EBPs through contracting requirements, program development and design, training, and the quality improvement system, including monitoring fidelity of implementation of EBPs in partnership with the Department.

(6) Function 6. Data Collection, Reporting, and Analysis

(a) The Managing Entity shall implement the performance measure and data collection improvement plans developed by the Managing Entity and approved by the Department, which is maintained in the Contract Manager's file and are incorporated herein by reference. These plans describe improvements for performance measurement and the data

collection system based on state performance and outcome measures and the federally-mandated National Outcome Measures (NOMs) and describe approaches to future integration of appropriate data among SAMHIS, Safe Family Network (FSFN), and Automated Community Connection to Economic Self-Sufficiency (ACCESS) data systems operated by the Department. The Managing Entity shall develop and implement policies and procedures designed to ensure and effectively protect and maintain the confidentiality of sensitive information of Individuals Served, relative to paper and computer-based file system (mainframes, servers and laptops) across a complex and comprehensive network of subcontractors in accordance with the Managing Entity Information System Requirements, which can be found at the following website and is incorporated herein by reference:

http://www.dcf.state.fl.us/programs/samh/contractingMore.shtml

Such policies and procedures implemented by the Managing Entity shall also be in compliance with Public Law 104-191, Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA").

(b) The Managing Entity shall develop a record transition plan to be implemented in the case of contract termination and/or non-renewal by either party, in accordance with the Managing Entity Expiration/Termination Transition Planning Requirements, which can be found at the following website and is incorporated herein by reference:

http://www.dcf.state.fl.us/programs/samh/contractingMore.shtml

(c) The Managing Entity's current data collection, analysis, and reporting system must track costs by service level cost center, service utilization by type and recipient, quality of care, access to services, all facets of utilization management, and outcomes for each Individual Served within the network of service providers.

The Managing Entity shall ensure accurate and timely entry of data required for performance and outcome measures, in accordance with the PAM 155-2, with quality improvement in the protection of the data of the Individuals Served and in the computer data entry process.

(d) The Managing Entity shall develop and implement policies and procedures designed to ensure and effectively protect and maintain the confidentiality of sensitive individual information relative to paper and computer-based file system (mainframes, servers and laptops) across a network of complex and comprehensive direct service Subcontractors.

(e) The Managing Entity's data system shall maintain the capacity to perform the following functions including, but not limited to; (i) Department-approved automated, standardized, and evidence-based

screening and assessment instruments to improve proper evaluation and placement of individuals with and without Co-occurring Disorders; (ii) automated referral and electronic consent for release of confidential information within and between Subcontractors; (iii) integrated processes for intake, admission, discharge and follow-up; (iv) encounters and progress notes that automatically generate state and Medicaid billing and payment in the event Medicaid compensable services are provided to individuals eligible for Medicaid; (v) utilization management, including but not limited to Wait Lists and capacity management; (vi) determination of financial and clinical eligibility of Individuals Served; (vii) processes to ensure the Department is the payer of last resort; (viii) electronic capability for state billing, invoice payment and claims adjudication, and/or Medicaid billing and payment (HIPAA 837 and 835 Transactions); (ix) automated processes for state and federal data analysis and reporting; and (x) full compliance with federal and state laws, rules and regulations pertaining to security and privacy of protected health information.

(f) The Managing Entity shall ensure that all Subcontractors use the same evidence-based screening and assessment instruments per target population that are age appropriate. The number of instruments should not exceed two (2) per population.

(g) The Managing Entity shall ensure the protection of individual data and program integrity in the computer data entry process.

(h) The Managing Entity shall use analysis of data to improve the quality of care, utilization management functions, and impact on technical assistance and training.

(i) The Managing Entity shall provide full and complete access to its data system for Department-approved individuals. In addition, the Managing Entity shall provide data system training and/or training products (i.e., webinars) for Department-approved individuals.

(j) The Managing Entity shall have a total of one hundred and eighty (180) days from the date of contract execution to be fully capable of accepting data directly from its Subcontractors and submitting required data to the Department. The Managing Entity shall submit a data exchange plan to the Department within sixty (60) days of Contract execution. The data exchange plan shall include a project plan that describes Managing Entity requirements to submit test records to the Department to ensure that the data transition will work properly within one hundred and eighty (180) days of Contract execution.

(k) The Managing Entity shall be responsible for creating and maintaining Subcontractor information for its System of Care in the SAMHIS Provider Table. The SAMHIS Provider Table documents the physical address of the Subcontractor and associated sites, and lists the Chief Executive

Officer and data liaison and contact details. The Managing Entity shall ensure that data in the SAMHIS Provider Table is accurate and complete. The Managing Entity shall ensure that changes or updates to SAMHIS Subcontractor records are made within thirty (30) days of a known change.

(l) The Managing Entity shall be responsible for initiating and maintaining all SAMHIS data accounts for persons affiliated with its System of Care. The Managing Entity shall forward SAMH User Account Request Forms to the Department's Regional Security Officer. The Department's Regional Security Officer shall create the Lightweight Directory Access Protocol (LDAP) account for the SAMH User. The Managing Entity shall then create or maintain the SAMH User Role for the SAMH account holder. The Department shall provide the Managing Entity with the most recent version of the SAMHIS User Role and Menu Management Manual.

(m) The Managing Entity shall be responsible for training Managing Entity and affiliated personnel on accessing and using SAMHIS. The Department shall provide SAMHIS training to the Managing Entity and/or delegated Managing Entity data officer in the case where data activities have been subcontracted to a third-party.

(n) The Managing Entity shall be responsible for identifying a data officer to participate in statewide data activities. The Managing Entity data officer or designee shall participate in standing Department SAMHIS data conference calls and/or meetings. The Department shall provide the Managing Entity data officer or designee with the times and dates for standing meetings, and shall give advance notice of special meetings. When possible, the Managing Entity shall make arrangements for the Managing Entity data officer or designee to attend policy and/or strategic meetings in person.

(7) Function 7. Financial Management

(a) The Managing Entity shall only subcontract with entities that are fiscally sound, and that can adequately ensure the accountability of public funds. The Managing Entity's financial management and accounting system must have the capability to generate financial reports on individual service recipient utilization, cost, claims, billing, and collections for the Department and other Stakeholders.

(b) The Managing Entity shall ensure revenues and expenditures are budgeted and accounted for in state-designated cost centers for substance abuse and mental health services and non-substance abuse and mental health cost centers for all other services provided through this Contract.

(c) The Managing Entity shall ensure that accounting systems and accounting procedures and practices conform to generally accepted accounting principles and standards.

(d) The Managing Entity shall submit annual financial audits to the Department for itself and each of its Subcontractors in a single submission, in accordance with **Attachment III.** In addition, the Managing Entity shall submit copies of all interim financial statements or other financial analyses provided to its Board of Directors to the Department's Contract Manager within thirty (30) days of their report to the Board.

(e) The Managing Entity shall ensure that when a financial audit is required to be performed by an independent auditor pursuant to OMB Circular A-133, the audit package shall contain four additional special audit schedules as specified in Rule 65E-14.003(2)(a). F.A.C.

(8) Function 8. Planning

(a) The Managing Entity shall develop a consolidated program, in accordance with **Exhibit C**, that illustrates how the Managing Entity will work with the Subcontractors to address the services and system of care requirements in this Contract. The **Exhibit C** will also include the Managing Entity's strategies to strengthen services for persons with Co-occurring Disorders and children and parents in the Child Welfare System.

(b) The Managing Entity shall work with the Department to provide performance, utilization, assessment of the System of Care, and other network information for the Department's Substance Abuse and Mental Health Services Plan, and annual updates thereof, and to provide appropriate information for the Department's Long Range Program Plan and its Annual Business Plan.

(9) Function 9. Board Development and Governance

(c) The Managing Entity shall maintain a strong organization and governance structure, with clear lines of authority across all levels of the service network to the county level.

(d) As a pass-through entity of public funds, the Managing Entity must ensure full transparency in the use of all funds and of all business related to the management and oversight of public funds and services, including the development and implementation of detailed policies and procedures providing public access to information, public notice of meetings, and opportunity for broad public participation in decision-making through the inclusion of Individuals Served, families, and relevant Stakeholders.

(e) The Managing Entity shall ensure that Board of Director meetings are open to the public except when the board meets in closed session in accordance with statutory exemptions to the Sunshine Law.

(f) The Managing Entity shall ensure that its Board of Directors shall contain no less than 15 and no more than 25 members and that no more than 25% of the Board or any committees will be Subcontractor representatives. The Managing Entity may request a waiver from the Department for a period of one (1) year of the provisions in this section, to expand the number of board members beyond 25 and/or the Subcontractor representatives beyond the 25% limitation. The waiver shall specify the reasons for the request, such as the need for additional provider expertise and the need for representatives to represent the entire service areas of the Managing Entity. In no instance shall the waiver permit Subcontractor representatives to be more than 49% of the members of the Managing Entity Board of Directors.

The Managing Entity shall submit to the Department, for its review and approval, a list of the candidates the Managing Entity intends to initially appoint to the Board of Directors. The Department may reply within fourteen (14) business days to the Managing Entity, in writing, stating approval of said appointments. Failure of the Department to reply shall constitute approval. Subsequent appointments to the Board shall be made solely by the Managing Entity and shall not be subject to the Department's review and approval, provided the composition stated above is maintained, unless a waiver is granted by the Department. The Managing Entity shall submit written notification to the Department's Contract Manager of any vacancies or changes to the Board of Directors, within ten (10) days of the change, including the names and affiliations of the new members(s).

(g) The Managing Entity shall ensure that Department staff have the necessary access and support needed to review the Managing Entity's records and Subcontractor's records pertaining to service delivery, invoicing, fiscal management, data management, incident reporting and such documents as determined to assure accountability of service provision and the expenditure of state and federal funds.

(10) Function 10. Disaster Planning and Responsiveness

The Managing Entity shall work collaboratively with the Department for disaster planning and preparation to develop a regional disaster plan that reflects the Managing Entity's planned involvement with community based disaster plans and will include, but not be limited to, pre-disaster records protection, alternative accommodations and supplies for Individuals Served in appropriate environments during a disaster/emergency, and post-disaster recovery efforts which allow for post-disaster continuity of services in the event of a disaster/emergency.

(11) Administrative Cost Reductions

(a) The Managing Entity shall implement the administrative cost reduction plan developed by the Managing Entity and approved by the Department, which is maintained in the Contract Manager's file and is incorporated herein by reference. This plan is designed to achieve administrative and service provision cost savings and efficiencies through, but not limited to; the streamlining of the Subcontractor network; the reduction, elimination, and consolidation of duplicative Subcontractor and Managing Entity administrative structures; coordinated procurements with parallel state, local, and private entities; and other reductions to service delivery overhead costs.

(b) The Managing Entity shall work with the Department to redirect administrative cost savings into improved access to quality care, promotion of service continuity, required implementation of EBPs, the expansion of the services array, and necessary infrastructure development. It acknowledges the benefits to be realized, include improved access to quality care, promotion of service continuity, implementation of EBPs, improved performance and outcomes, expansion of the service array, and necessary infrastructure development.

(c) The Managing Entity shall pursue efficiencies through service procurements coordinated with parallel service systems which include, but are not limited to, the Community-Based Care Foster Care Lead Agencies, the Judicial Circuits, state treatment facilities, local state and governmental agencies, the homeless coalitions, the Agency for Persons with Disabilities, and the Adult Protection System.

b. Task Limits

The Managing Entity shall perform only Department-approved tasks and services and shall ensure that the Subcontractors do the same, as applicable. Services shall only be provided in the following circuits:

Circuits 11 and 16

2. Staffing Requirements

a. Staffing Levels

(1) The Managing Entity shall comply and ensure that Subcontractors maintain staffing levels in compliance with applicable rules, statutes, and licensing standards in accordance with **Section B.7.c**.

(2) The Managing Entity shall submit to the Department, for its review and approval, the initial hiring of all executive staff and key positions. The Department may reply within fourteen (14) business days to the Managing Entity, in writing, stating approval of said appointments. Failure of the

Department to reply shall constitute approval. Any subsequent staffing of executive staff and key positions shall not be subject to the Department for review and approval, provided they are selected in a manner that maintains or exceeds the same level of professional qualifications as the initial appointment.

(3) The Managing Entity shall ensure that the Subcontractors engage in recruitment to maintain, as much as possible, staff with the ethnic and racial composition of the Individuals Served.

b. Professional Qualifications

(1) The Managing Entity shall ensure compliance with applicable rules, statutes, requirements, and standards with regard to professional qualifications for themselves and all Subcontractors' employees, in accordance with **Section B.7.c**.

(2) The Managing Entity shall require and ensure that background screenings are conducted according to the following:

(a) All Subcontractors shall provide employment screening for all mental health personnel and all chief executive officers, owners, directors, and chief financial officers of service providers using the standards for Level II screening set forth in Chapter 435, and section 408.809 F.S., except as otherwise specified in sections 394.4572(1)(b)-(c), F.S. For the purposes of this Contract, "Mental health personnel" includes all program directors, professional clinicians, staff members, and volunteers working in public or private mental health programs and facilities who have direct contact with individuals held for examination or admitted for mental health treatment;

(b) All Subcontractors shall provide employment screening for substance abuse personnel using the standards set forth in Chapter 397, F.S. This includes all owners, directors, and chief financial officers of Subcontractors and all Subcontractor personnel who have direct contact with children receiving services or with adults who are developmentally disabled receiving services; and

(c) These background screening provisions shall be included in any subcontracts for behavioral health services.

c. Staffing Changes

(1) The Managing Entity shall maintain staff which is considered to be essential to this Contract. The Department reserves the right to provide any concerns regarding the Managing Entity staffing at any time and to be consulted in writing for the approval of any key positions listed in subsection (2) below.

(2) The Managing Entity shall submit written notification to the Department's Contract Manager if any of the following key positions are to be changed and indentify the individual and qualifications of the successor: Chief Executive Officer (CEO), Chief Operations Officer (COO), Chief Financial Officer (CFO), Chief Information Technology Officer (CITO), and leader/manager of any organization component.

3. Subcontractors

a. By design and intent, the Managing Entity is to contract with Subcontractors to provide community-based substance abuse and mental health services for adults and children, as authorized in section 394.74, F.S., subject to the provisions of Section 12, Assignments and Subcontracts, Paragraphs 1–3 of the Standard Contract. In accordance with section 394.9082, F.S., the Managing Entity shall offer a contract to all mental health and substance abuse treatment providers currently under contract with the Department in the circuits outlined in **Section B.1.b**.

b. The Managing Entity shall not subcontract administration, management and oversight responsibilities without prior written approval from the Department.

c. The Managing Entity shall not subcontract for substance abuse or mental health services with any person or entity which:

(1) is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity in accordance with section 287.133, F.S.;

(2) is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on its ability to provide services, or which adversely reflects its ability to properly handle public funds;

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

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

(5) has any of the prohibited business activities with the Governments of Sudan and Iran as described in section 219.473, F.S. Pursuant to section 287.135(5), F.S., the Managing Entity shall immediately terminate the subcontract for cause if the Subcontractor 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.

d. All contracts with Subcontractors shall include the applicable terms of this Contract and any applicable service or model-specific requirements and/or policy directive located at:

(http://www.dcf.state.fl.us/programs/samh/contractingMore.shtml).

The Managing Entity shall include the terms and conditions of this Contract in all subcontract agreements and include a detailed scope of work; clear and specific deliverables; performance standards; sanctions for non-performance; programmatic monitoring requirements; fiscal monitoring requirements; and detailed documentation requirements.

e. Prior to entering into any subcontract, or changing the existing costs at the activity level of a subcontract, the Managing Entity shall conduct a cost analysis for each Subcontractor. A cost analysis is the review of the proposed cost elements to determine if those costs are necessary, allowable, appropriate, and reasonable. These analyses must follow a formal process and all supporting documentation shall be retained by the Managing Entity and reported to the Department within thirty (30) days of execution of the subcontract or amendment to change costs, or during the Quarterly/Monthly Reconciliation and Performance Review specified in **Section C.10.,** whichever is earliest.

The Department has taken steps to assign all current Network Provider contracts for **Circuits 11 and 16** to the Managing Entity; however, the Department has terminated the contracts of any Network Provider that has not agreed to the assignment of its contract. In those cases, the Managing Entity must offer a contract to each of those Network Providers.

The Managing Entity is not required to conduct a cost analysis for all mental health and substance abuse Subcontractors whose contracts are being assigned to the Managing Entity. However, the Managing Entity must conduct a cost analysis in accordance with the paragraph above for each subsequent state fiscal year of the Subcontract and for any current Network Provider whose contract has been terminated rather than being assigned.

f. The Managing Entity shall be responsible for all work required under this Contract. Any failure to perform on the part of a Subcontractor does not relieve the Managing Entity of any accountability for tasks or services that the Managing Entity is obligated to perform pursuant to this Contract.

g. The Managing Entity shall monitor the performance of all Subcontractors and take all necessary follow up actions in cooperation with the Department. The Managing Entity shall notify the Department within 48 hours of conditions related to Subcontractor performance that could impair continued service delivery.

h. In order to provide continuity of publicly funded behavioral health services and to ensure the Subcontractor network is broadly conceived and current service levels are maintained or surpassed, the Managing Entity's management

of the Subcontractor network shall ensure service continuity, enhancement, and improved performance.

i. The Managing Entity shall work toward a reduction in the duplication of administrative functions within its subcontracted provider network and between the Managing Entity and the Subcontractors. Subcontracts with network providers shall focus on service delivery rather than administrative responsibilities, which should remain under the purview of the Managing Entity.

j. The Managing Entity shall be responsible for compliance with the Substance Abuse Prevention and Treatment Block Grant (SAPTBG) and Community Mental Health Block Grant (CMHBG) requirements. SAPT and CMH Block Grant funds cannot be subcontracted to a for-profit entity. Guidance for contracting funds can be obtained from the SAMH Funding Restrictions Resource Guide at the following website:

http://www.dcf.state.fl.us/programs/samh/publications/samhfund.doc

k. The Managing Entity shall develop and submit a plan to implement competitive procurement, including maximum qualification and cost competition. The plan shall document the business case for competitive procurement, including anticipated cost savings and improved quality of care. The plan shall also address expected efficiencies, provider performance and achieve the goal of meeting community and consumer identified needs. This plan shall be submitted within ninety (90) days of contract execution, and must be approved by the Department.

l. The Managing Entity shall be responsible for Contract performance whether or not the Managing Entity uses subcontracts for any services, direct or supportive, and its use of subcontracts shall not terminate its responsibility to ensure that all activities carried out by a Subcontractor conform to the provisions of this Contract, and the Managing Entity shall be responsible for all work performed pursuant to this Contract whether actually performed by the Managing Entity or its Subcontractors.

m. No provision of this Contract shall be construed to create any rights in or confer any benefits on any Subcontractor.

n. The Managing Entity shall maintain a separate file for each Subcontractor including, but not limited to, a fully executed original subcontract and all associated forms, attachments, exhibits and budget documentation, which shall be made accessible to the Department within two (2) days of request by the Department, and shall be maintained in accordance with Chapter 119, F.S.

Additionally, the Managing Entity shall ensure that all subcontract documents are made available electronically through an internet site that can be accessed at any time by approved Department personnel. The Managing Entity shall ensure that all documents are clearly legible and those not requiring an original

signature are uploaded in their original formats (i.e. Microsoft Word, Excel, etc.). All contracts initially assigned to the Managing Entity must be uploaded to the electronic site within ninety (90) days of assignment to the Managing Entity. All new subcontracts and/or changes to existing subcontracts shall be uploaded within ten (10) business days of the effective date or subcontract execution.

o. The Managing Entity shall be responsible for the management and oversight of Incident Reporting and Client Risk Prevention throughout the Subcontractor network in accordance with the Department's Operating Procedure 215-6, Incident Reporting and Analysis System (CFOP 215-6). The SAMH Program Office is participating in an internet-based Incident Reporting and Analysis System (IRAS). This System is intended to be the sole means for SAMH contracted providers to report incidents in compliance with CFOP 215-6. The Managing Entity and Subcontractors must use IRAS in reporting incidents as authorized by CFOP 215-6. In addition, the Managing Entities must immediately call in all deaths and other serious incidents relating to individuals served which are likely to have an adverse Departmental impact or statewide media coverage and ensure that Subcontractors follow up by entering the incident into the IRAS system. The IRAS system is built to allow users to send timely notifications to the Department leadership regarding significant incidents. The system allows users to record the basic details of a significant incident and the immediate actions taken as well as track and analyze data from the incidents entered. Users of the IRAS system must have a security profile established by the Department. Subcontractors, who are responsible for reporting incidents to the Department, may request access to the IRAS system from the Department's Contract Manager through the Managing Entity.

p. The Managing Entity shall be responsible for assessing the financial stability of its Subcontractors and each Subcontractor thereof, using a risk assessment approach. The risk assessment approach will examine the impact of programmatic requirements on each Subcontractor's financial stability. Any issues identified as a result of this financial risk assessment shall be reported to the Department during the Quarterly/Monthly Reconciliation and Performance Review specified in **Section C.10**.

4. Service Location and Equipment

a. Service Delivery Location

The location of services will be as specified in **Exhibit C**. The Managing Entity must maintain an administrative office in the service area.

b. Service Times

(1) The days and times of service will be specified in **Exhibit C**.

(2) The Managing Entity shall notify the Department's Contract Manager, in writing, at least ten (10) calendar days prior to any changes in days and times

where services are being provided.

c. Changes in Location

The Managing Entity shall notify the Department's Contract Manager, in writing, at least ten (10) calendar days prior to any changes in locations where services are being provided. Changes must adhere to the standards for access and travel time.

The Managing Entity shall be available and will be responsible for providing an immediate response twenty-four (24) hours a day, seven (7) days a week. The Managing Entity shall notify the Department in writing a minimum of thirty (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.

d. Equipment

The Managing Entity and all Subcontractors shall supply, at its own expense within any approved contract budget, all equipment necessary to perform under, conduct and complete the subcontract(s), including but not limited to, computers, telephones, copier and fax machine including supplies and maintenance, as well as needed office supplies.

The Managing Entity shall provide oversight so that the Subcontractors furnish all appropriate equipment necessary for the effective delivery of the services purchased under this Contract. The Managing Entity shall ensure that the Subcontractors comply with requirements in the Tangible Property Requirements & Contract Provider Property Inventory Form, which may be found at:

http://www.dcf.state.fl.us/programs/samh/contractingMore.shtml

5. Deliverables

a. Services

The Managing Entity shall deliver the services specified in **Section B.1.a(1)-(10)**, and in **Exhibits B and C**.

For any material change in the array of services as shown therein, the Managing Entity shall submit a justified request for approval to the Department's Contract Manager, the SAMH Regional Director, and the Managing Entity Accountability Unit. The Managing Entity is encouraged to submit service modifications that are evidence-based, will maintain quality outcomes, and will be more cost effective.

b. Records and Documentation

(1) The Managing Entity shall protect and ensure that all Subcontractors protect confidential records from disclosure and protect confidentiality of

Individuals Served in accordance with federal and state law, including but not limited to, sections 397.501(7), 394.455(3), 394.4615, 414.295, F.S., 42 CFR 2, and 45 CFR Part 164.

(2) The Managing Entity shall be responsible for maintaining documentation of all tasks and deliverables and shall maintain records documenting the total number of Individuals Served and names (or unique identifiers) of Individuals Served to whom services were provided and the date(s) that the services were provided so that an audit trail documenting service provisions can be maintained.

(3) To the extent that information is utilized or generated in the performance of this Contract, and to the extent that information meets the definition of "public record" as defined in section 119.011(12), F.S., said information is hereby declared a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119, F.S., or otherwise. The Managing Entity shall be required to promptly notify the Department of any requests made for public records.

(4) The Managing Entity shall assume all financial responsibility for record requests of the Department or of the public, record storage and retrieval costs.

c. Reports

(1) The Managing Entity shall submit to the Department financial and programmatic reports specified in **Exhibit A** by the dates specified therein.

Additionally, the Managing Entity shall ensure that all reports and plans are made available electronically through an internet site that can be accessed at any time by approved Department personnel. The Managing Entity shall ensure that all documents are clearly legible and are uploaded in their original formats (i.e. Microsoft Word, Excel, etc.). All reports and plan and/or changes to existing reports and plans shall be uploaded within ten (10) business days of the change or Department approval, when approval of a plan is required.

(2) The Managing Entity shall ensure that the Projected Cost Center Operating and Capital Budget submitted pursuant to Rule 65E-14.021(8)(d)1.b, F.A.C., is reviewed annually.

(a) For all client non-specific services where unit rates are set pursuant to Rule 65E-14.021(9)(a), F.A.C., the budgeted SAMH funding per cost center shall be updated, to reflect the utilization pattern established in the previous fiscal year(s) of the Contract period and reviewed on a quarterly basis as required in **Section C.10**.

(b) The Managing Entity shall complete Section II., of the **Exhibit B** for each program and activity by the first Quarterly/Monthly Reconciliation and Performance Review, unless otherwise approved by the Department. The Managing Entity may reallocate funds to cost centers within an activity without a contract amendment, however the Managing Entity shall request a Contract amendment to move funds between activities. A revised **Exhibit B** shall be submitted to the Department within thirty (30) calendar days of a change in the budgeted SAMH funding by activity, or during the Quarterly/Monthly Reconciliation and Performance Review whichever is earlier, or within thirty (30) calendar days of the addition of a cost center.

(c) Exhibit C shall be updated and resubmitted to the Department within thirty (30) calendar days of changes made to existing Subcontractor contracts.

(d) The Managing Entity shall also:

1. Require that the data submitted by Subcontractors clearly document all admissions and discharges of all Individuals Served which occurred under the contract with the Managing Entity.

2. The Subcontractors shall also document and submit all service event data provided under the Managing Entity contract for each admission episode.

3. Ensure that all Subcontractor data submitted to the Managing Entity is consistent with the data maintained locally by the Subcontractors in their Individuals Served files.

4. Review the Department's File Upload History screen in SAMHIS, to determine the number of records accepted, updated, and rejected. Based on this review, the Managing Entity shall download any associated error files to determine which records were rejected and correct the erroneous records for resubmission in SAMHIS no later than the next monthly submission

5. In the event a Managing Entity's total monthly submission per data set results in a rejection rate greater than 5% for two (2) consecutive months will require the Managing Entity to submit a corrective action plan describing how and when the missing data will be submitted or how and when the erroneous records will be fixed and resubmitted.

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

7. Ensure all Subcontractors providing prevention services submit prevention data to the Performance Based Prevention System (PBPS), which is maintained by KIT Solutions.

8. A facility designated as a public receiving or treatment facility under this Contract shall report the following payer class data to the Department, unless such data are currently being submitted into SAMHIS. Public receiving or treatment facilities that do not submit data into SAMHIS shall report this data annually as specified in **Exhibit A** even if such data are currently being submitted to the Agency for Health Care Administration:

(a) Number of licensed beds available **by payer** class;

(b) Number of contract days by payer class;

(c) Number of persons served (unduplicated) in program by payer class and diagnoses;

(d) Number of utilized bed days by payer class;

(e) Average length of stay by payer class; and

(f) Total revenues by payer class.

9. The Managing Entity shall obtain the format and directions for submitting payer class data from the Department and submit data to the Department no later than December 3, 2013 for the fiscal year ending June 30, 2013. Data for the remaining years of this Contract shall be submitted to the Department no later than ninety (90) days following the end of the Managing Entity's fiscal year.

10. 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. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in this Contract. The Department, at its option, 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.

11. The Managing Entity shall monitor and ensure that Subcontractors submit data, as set out in section 394.74(3)(e), F.S., and Rule 65E-14.022, F.A.C. The Managing Entity shall electronically submit data to

the SAMHIS by the 11th of each month, as specified in PAM 155-2.

12. Upon request, the Managing Entity shall submit to the Department, within no more than ten (10) business days, information regarding the amount and number of services paid for by the Community Mental Health Services Block Grant and/or the Substance Abuse Prevention and Treatment Block Grant.

13. The Managing Entity shall require that all Subcontractors comply with Section 7 (Audits, Inspections, Investigations, Records and Retention) of the Standard Contract and Attachment III to the Standard Contract.

6. 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 recognizes its singular 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 Subcontractors.

a. Performance Measures

(1) The Managing Entity shall meet the performance standards and required outcomes as specified in **Exhibit A, Section II.** The Managing Entity outcome measures are divided into three (3) categories (Critical, Essential and Necessary) relative to the amount of performance adjustment that will be made upon repetitive non-performance and will be used in the Department's assessment of the Managing Entity's performance.

(2) The Department recognizes that the following measures are new. Therefore, the Department considers the first year of the Contract to be used to develop baseline benchmarks for the majority of the measures for subsequent Contract years. However, the Managing Entity's performance must comply with the requirements for all other measures during the first year of the Contract.

(3) All Performance Measures will be evaluated during each Quarterly/Monthly Reconciliation and Performance Review, pursuant to **Section C.10**. The Department, in its sole discretion, will determine whether the Managing Entity is fulfilling its contractual responsibilities in good faith based upon the results of the year one compliance measures specified in subsections (a) through (h) below. At the end of the first year, the Department shall also make adjustments to the performance targets for subsequent Contract years, based on a review of the Managing Entities performance. Beginning with the second year of the Contract, the Managing

Entity shall be held responsible and accountable for meeting all performance and outcome measure targets that are developed when the year one baseline performance and outcome measure targets are evaluated by the Department and the Managing Entity. It is the responsibility of the Managing Entity to manage the System of Care and oversee the collection of data in order to assure that measure targets are met.

(4) The following measures are divided into three (3) categories (Critical, Essential and Necessary) relative to the amount of performance adjustment that will be made upon repetitive non-performance and will be used in the Department's assessment of the Managing Entity's performance:

(a) System of Care Development and Management - Outcome Measures:

Critical
(Year One Baseline Measure) 1) By the end of year two (2) of the Contract and for each year thereafter: • A minimum of 80% of all Contract funding, excluding System of Care Administrative Cost, will be redirected to support evidence-based practices by Subcontractors
Essential
(Year One Baseline Measure) 2) During year one (1) of the Contract: • 85% of individuals needing treatment services will receive services, depending on the severity of individual need, within the following timeframes: o Emergent need: within six (6) hours of first contact o Urgent need: within 48 hours of first contact o Routine need: within ten (10) business days of first contact During year two (2) of the Contract and for each year thereafter: • 95% of individuals needing treatment services will receive services within the timeframes above.

(b) Utilization Management Systems - Outcome Measures:

Critical
(Year One Baseline Measure) 1) By the end of year one (1) of the Contract: • Achieve an 80% reduction in the number of days individuals are on any and all Wait Lists for treatment services within the system of care For the remainder of the contract thereafter: • Maintain a 90% reduction in the number of days individuals are on all Wait Lists for treatment services.

Essential
(Year One Baseline Measure) 2) By the end of Year One (1) of the Contract and for each year thereafter: • Decrease the average annual cost per Individual Served by 1% per year and redirect the resulting savings into the implementation or expansion of EBPs
(Year One Baseline Measure) 3) By the end of year one (1) of the Contract and for each year thereafter: • Attain a 50% decrease in cost per individual for those individuals receiving Department-funded services costing more than $500,000.00 per year
(Year One Baseline Measure) 4) For each year of the Contract: • Adjust the system of care service mix to ensure a 3.5% increase in unduplicated numbers served. In the event funding under this Contract is reduced by greater than 25% in a state fiscal year for reasons other than the Managing Entity's failure to meet the terms and conditions of this Contract, this measure will not be used to determine any potential performance adjustments.

(c) Subcontractor Management and Subcontractor Relations - Outcome Measures:

Critical
(Year One Compliance Measure) 1) For each year of the Contract • 95% accuracy of documentation that the Department is payer of last resort as reported to the Department in quarterly/monthly reconciliation reports, and • 100% correction of any inaccurate documentation on or before the next Quarterly/Monthly Reconciliation and Performance Review
(Year One Baseline Measure) 2) By the end of the first (1st) quarter of year one (1) of the contract: • 95% Subcontractor compliance with all Managing Entity data and cost reporting requirements For each quarter thereafter: • 100% Subcontractor compliance with all Managing Entity data and cost reporting requirements
Necessary
(Year One Baseline Measure) 3) For each year of the Contract: • 95% satisfactory results from annual Department-conducted Subcontractor and Stakeholder satisfaction surveys measuring satisfaction with the Managing Entity

(Year One Baseline Measure) 4) For each year of the Contract: • 100% reporting of Subcontractor monitoring findings and trends to the Department in quarterly/monthly reconciliation reports

(d) Continuous Quality Improvement Systems - Outcome Measures:

Critical
(Year One Baseline Measure) 1) For each quarter of the Contract: • 95% of Individuals Served surveyed using a Department-approved survey will report satisfaction scores on each of the following domains: o Improved social connectedness o Access to services o Overall satisfaction with care o Outcome from services o Participation in treatment planning o Cultural sensitivity of providers o Positive about outcome
Essential
(Year One Compliance Measure) 2) For each year of the Contract: • 100% of Subcontractor risk assessment and monitoring efforts identifying immediate action result in immediate action and are reported quarterly to the Department
Necessary
(Year One Baseline Measure) 3) Beginning the third (3rd) quarter of year one (1) and each quarter thereafter, • 100% of quality improvement findings will be implemented by Subcontractors and the impact of implementation on the System of Care will be reported to the Department.
(Year One Baseline Measures) 4) For each year of the Contract: • 100% of all Subcontractors will utilize a Department approved customer satisfaction survey instrument.

(e) Data Collection, Reporting, and Analysis - Outcome Measures:

Critical
(Year One Compliance Measure) 1) Beginning the third (3rd) quarter of year one (1) of the Contract and for each quarter thereafter: • 95% accuracy of all reported cost, service utilization, and outcomes data per Individual Served, and • 100% correction of any inaccurate documentation on or before the next Quarterly/Monthly Reconciliation and Performance Review

Essential
(Year One Baseline Measure) 2) For year one (1) of the Contract; • 95% accuracy and timeliness of invoicing For each year thereafter: • 100% accuracy and timeliness of invoicing

(f) Financial Management Systems - Outcome Measures:

Critical
(Year One Compliance Measure) 1) For each year of the Contract: • 100% reporting of System of Care Administrative Costs
Essential
(Year One Baseline Measure) 2) For each year of the Contract: • 100% reporting of those individuals and services eligible for Department-funded substance abuse and mental health services in quarterly/monthly reconciliation reports
Necessary
(Year One Baseline Measure) 3) By the end of year two (2) of the Contract: • 5% increase in network Medicaid revenue as a result of implementing Supplemental Security Income-Social Security Disability Insurance (SSI-SSDI) Outreach, Access and Recovery (SOAR) process

(g) Board Development and Governance - Outcome Measure:

Critical
(Year One Compliance Measure) 1) By the end of the third quarter of the Contract and maintained thereafter: • 100% compliance with Department requirements pertaining to governing Board composition as reflected in Board membership, any and all Board committees and any and all committee chairs.
Necessary
(Year One Baseline Measure) 2) For each year of the Contract: • Active board involvement in the Managing Entity operations as evidenced by a minimum of eight (8) Board meetings per year and • 100% reporting to the Department of all minutes, agenda, reports, analyses, data and any other information distributed to the Board at such meetings within thirty (30) days after each Board meeting

(4) The administrative Managing Entity outcome measures, and the GAA/NOMS Clinical Outcomes and Statistics and the Substance Abuse and Mental Health Quality Indicators, as detailed in **Exhibit A**, are subject to periodic review by the Department and adjustments to the targets or the measures may be made by mutual agreement. The Managing Entity is responsible for meeting the performance targets in the GAA/NOMS. The Managing Entity agrees that the SAMHIS will be the source for all data used to determine compliance with the GAA/NOMS. Performance of Subcontractors will be monitored and tracked by the Managing Entity, which will implement applicable technical assistance and corrective actions as required and will report to the Department on a quarterly basis during the Quarterly/Monthly Reconciliation and Performance Review specified in **Section C.10**.

(5) The Managing Entity shall provide oversight to ensure that all Subcontractors submit all service related data for Individuals Served which are funded, in whole, or in part, by SAMH funds, Medicaid, and local match.

(6) The Managing Entity shall submit a performance and outcome measure and data collection improvement plan for improving the performance measurement and data collection system based on state performance and outcome measures and the federally-mandated NOMs within one (1) year of Contract execution for implementation beginning within the second (2^{nd}) year with full implementation within the third (3^{rd}) year of the contract. The new performance outcome and data collection system must comply with all state and federal reporting requirements. Until such time as the Department approves the alternative performance outcome and data collection methodology, the current Department performance based data system will be utilized.

The plan must describe approaches for the future integration of appropriate data among SAMHIS, Florida Safe Family Network (FSFN), and Automated Community Connection to Economic Self-Sufficiency (ACCESS) data systems operated by the Department.

(7) Performance Adjustments

(a) Exceeding Performance and Outcome Measure Targets

In the event the Managing Entity exceeds the performance and outcome measure targets stated above, either in percentage or timeline, any cost reductions identified by the Managing Entity shall become eligible for redirection. The Managing Entity shall identify any cost reductions achieved and submit a plan for the redirection of said funds, to be mutually agreed upon by the Department and the Managing Entity prior to utilization. The plan shall include a minimum of 30% of such cost reductions being redirected to those Subcontractors exceeding their performance targets, unless otherwise determined by the Department.

(b) Failure to Meet Performance and Outcome Measure Targets

Performance and outcome measures are grouped in three (3) categories; Critical, Essential, and Necessary. In the event the Managing Entity fails to meet the performance and outcome measure targets during the term of the contract, the Managing Entity shall develop a Corrective Action Plan (CAP) detailing: how it intends to attain the targets in the following quarter; any performance adjustments made to Subcontractors; and a proposed plan for the utilization of said funds. The Department, in its sole discretion, will determine whether the Managing Entity's monthly payment will be adjusted for failure to meet the performance and outcome targets, which will be part of the Quarterly/Monthly Reconciliation and Performance Review, **Section C.10**.

The parties agree that the remedy at law for Managing Entity's failure to meet the following performance and outcome measure targets would be inadequate, that it would be impracticable and extremely difficult to determine the actual damages to the Department as a result thereof and that the following liquidated damages are the nearest measure of damages that can be fixed at this time. It is therefore agreed that beginning with the third quarter of year one (1) of the Contract, the following liquidated damages shall be applied by the Department to payments otherwise due to the Managing Entity in lieu of actual damages upon the occurrence of the following events:

		Adjustment % of the System of Care Administrative Cost	
Performance and Outcome Measure Category	**# of Times a Performance and Outcome Target is NOT Met**	**Consecutive Quarters**	**Quarters within a Contract Year**
Critical	**2**	.0004	.0002
	3	.0008	.0004
	4	.0016	.0008
Essential	**2**	.0003	.00015
	3	.0006	.0003
	4	.0012	.0006
Necessary	**2**	.0002	.0001
	3	.0004	.0002
	4	.0008	.0004

Adjustments to the System of Care Administrative Costs will be added to or withheld from subsequent invoices equally for each month of the following quarter, and if amounts are withheld, will continue until the Managing Entity achieves or exceeds the performance and outcome measure targets. Any funds withheld from the Managing Entity under these terms are damages, not contract funds, and their subsequent

use will be at the sole discretion of the Department.

Failure to meet a performance and outcome measure target for four (4) consecutive quarters will result in a comprehensive review of the Managing Entity's performance and a determination by the Department regarding the continuation of the Contract.

In the event the Managing Entity disagrees with the Department's determination of performance and the resulting application of the performance adjustment detailed in the table above, the Managing Entity may engage in dispute resolution in the manner to be outlined in **Section D.1**.

b. 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 Department's data system. KIT Solutions maintains the procedures for submitting the required prevention data into PBPS.

c. Performance Evaluation Methodology

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 the Managing Entity fails to meet these standards, the Department, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Managing Entity to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Managing Entity to the Department's satisfaction, the Department may terminate the contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances.

7. Managing Entity Responsibilities

a. Managing Entity Unique Activities

The Managing Entity shall:

(1) Provide performance information or reports other than those required by this Contract at the request of the Regional SAMH Program Supervisor. The Department agrees to make such requests after all data sources to which the Department has access have been exhausted and the Department is unable to produce the information with its own resources. These requests should be used as a last resort and with due consideration for workload and costs associated with the development or delivery of the information or reports. For requests that are complex and difficult to address, the Managing Entity and

the Department will develop and implement a mutually viable work plan.

(2) Cooperate with the Department when investigations are conducted regarding a regulatory complaint relevant to a licensed facility operated by the Managing Entity's Subcontractors.

(3) Make available to the Department all reports and corrective action plans, pertaining to outside licensure, accreditation, or other funding entities.

(4) Be responsible for the fiscal integrity of all funds under this Contract, and for ensuring that a comprehensive audit and tracking system exists to account for funding by Individuals Served by circuit, by Subcontractor, and to provide an audit trail.

(5) Provide oversight and ensure that individuals receive assistance in making an informed choice of Subcontractor services that are appropriate for their condition and are of high quality.

(6) Upon the Department providing current and/or new state/federal requirements and policy initiatives, the Managing Entity shall integrate them into its operations.

(7) Assist Subcontractors with development and implementation of admission, continued stay, discharge criteria specific to each level of care, diagnosis, presenting problems, and the establishment of review dates for Individuals Served.

(8) Make available and communicate all plans, policies, procedures, and manuals to the Managing Entity staff, Subcontractor staff, and to Individuals Served/Stakeholders, if applicable.

(9) Consolidate infrastructure and management functions in order to leverage available funding to the extent possible.

(10) Assist the Department in developing legislative budget requests based upon identified needs of the community.

(11) Maintain human resource policies and procedures that provide safeguards to ensure compliance with laws, rules, and regulations.

(12) The Managing Entity shall develop a consumer handbook, to be provided to consumers when they enroll in services. The handbook shall include at a minimum;

(a) Services provided by the System of Care and how to access the services, including a provider directory;

(b) Emergency services and what to do in case of psychiatric or medical emergency (including emergency detox);

(c) The consumers rights and information on how to file complaints or grievances;

(d) Information regarding available auxiliary aids and services (interpretation services and alternative communication systems that are available), and how to request these services;

(e) Cost sharing and fee payment requirements; and

(f) Information regarding how to select a practitioner or to change practitioners if the Individual Served wishes to.

(13) Have a data system in place that adequately supports the collection, tracking, and analysis of data necessary to perform utilization management activities, cost management activities, performance management activities, and clinical outcomes.

(14) Have policies and procedures in place that permit the electronic reconciliation of invoices submitted to the Department. The invoices shall reconcile with the amount of funding and services specified in this Contract as well as the Managing Entity's audit report and information system for Individuals Served.

(15) Promote the use of electronic health records.

(16) Comply and ensure that all Subcontractors comply with all other applicable federal laws, state statutes, and associated administrative rules as may be promulgated or amended, in accordance with **Section B.7.c**.

(17) Make available, upon request, individual files of Subcontractors to the Department, state auditors, and federal auditors.

(18) Provide supporting documentation and make available source documentation of units billed to the Department, upon request.

(19) Ensure that all Subcontractors serving individuals under the Temporary Assistance to Needy Families Program (TANF) comply with the TANF Guidelines, which are herein incorporated by reference, and may be found at: http://www.dcf.state.fl.us/programs/samh/contract/tanf.pdf and shall comply with guidelines for Missing Children, which may be found at: http://www.dcf.state.fl.us/programs/samh/contractingMore.shtml for all subcontracts which involve case management or other family services for children in out-of-home placements, children's mental health, children's substance abuse, developmentally disabled children, or other situations where the care of the child is assigned to the Department or the

Subcontractor.

(20) Comply with guidelines for Family Intervention Specialist, which may be found at: http://www.dcf.state.fl.us/programs/samh/contractingMore.shtml.

The Managing Entity shall be responsible for providing Family Intervention Specialist functions, screening assessments for children and families, consultation that addresses the parental capacity as it relates to the child's safety and functioning, and prompt access to the appropriate level of care of treatment funded through this Contract. The Managing Entity shall require the Subcontractors to monitor the individual's progress in treatment and report any problems immediately to the dependency case manager. The Managing Entity shall require that the Subcontractor work with the dependency case manager to re-engage the individual in treatment if necessary. The Managing Entity shall require the Subcontractors to participate as part of family teams when necessary to integrate services.

(21) Comply with all Departmental policies and procedures, such as CFOP 155-10/175-40, Family Safety/Mental Health/Substance Abuse, that address Substance Abuse and Mental Health services for persons served by the Department and/or the Agency for Persons with Disabilities.

(22) Trust Funds for Individual Served

(a) The Managing Entity shall comply with 20 CFR 416 and 31 CFR 240 as well as all other applicable federal laws regarding the establishment and management of individual client trust accounts if the Subcontractors are the representative payee, the entity who is legally authorized to receive Supplemental Security Income, Social Security Income, Veterans Administration benefits, or other federal benefits on behalf of Individuals Served.

(b) The Managing Entity shall provide oversight so that Subcontractors comply with the applicable federal laws regarding the establishment and management of individual client trust accounts, in accordance with20 CFR 416 and 31 CFR 240.

(c) The Managing Entity shall require that the Subcontractors assuming responsibility for administration of the personal property and funds of clients shall follow the Department's Accounting Procedures Manual AMP 7, Volume 6, incorporated herein by reference (7APM6). The Department personnel or their designees, upon request, may review all records relating to this section. Any shortages of client funds that are attributable to the Subcontractors shall be repaid, plus applicable interest, within one week of the determination.

(d) Not withstanding 7APM6 Section 15, the Managing Entity shall ensure that Subcontractors maintain all reconciliation records on-site for review.

(23) Ensure that all Subcontractors that receive federal block grant funds from the Substance Abuse Prevention and Treatment or Community Mental Health Block Grants comply with Subparts I and II of Part B of Title XIX of the Public Health Service Act, ss. 42 U.S.C. 300x-21 et seq. (as approved September 22, 2000) and the Health and Human Services (HHS) Block Grant regulations, in accordance with 45 CFR Part 96.

(24) Ensure that Subcontractors that receive federal block grant funds from the Substance Abuse Prevention and Treatment Block Grant comply with all of the requirements of the Substance Abuse and Mental Health Services Administration (SAMHSA) Charitable Choice provisions and the implementing regulations of 42 CFR 54a.

(25) Ensure that Subcontractors that receive federal block grant funds from the Substance Abuse Prevention and Treatment Block Grant comply with 42 CFR, Part 2.

(26) Comply with and ensure all Subcontractors comply with any Federal agreements applicable to this contract, as stated in the following Federal agreements: **The Miami-Dade Wraparound Cooperative Agreement.**

(27) Maintain data, pursuant to section 397.74, F.S., on performance standards specified in **Exhibit A** for the types of services provided under this Contract and maintain **data for** the types of activities and services under this Contract. The Managing Entity shall submit such data to the Department upon request. Data submission requirements can be found in PAM155-2.

(28) Comply with, and ensure that all Subcontractors comply with the following provisions pursuant to 45 CFR 164.504(e)(2)(ii):

(a) Ensure that all Subcontractors do not use or disclose protected health information (PHI) except as permitted or required by this Contract, state, or federal law.

(b) Ensure that all Subcontractors use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Contract or applicable law.

(c) Ensure that all Subcontractors report to the Department and/or the Managing Entity any use or disclosure of the information not provided for by this Contract or applicable law.

(d) Assures to inform the Department that if any PHI received from the Department, or received by the Managing Entity on the Department's behalf, is furnished to Subcontractors or agents in the performance of tasks required by this Contract, that those Subcontractors or agents must first have agreed to the same restrictions and conditions that apply

to the Managing Entity with respect to such information.

(e) Provide oversight so that all Subcontractors will make PHI available in accordance with 45 CFR 164.524.

(f) Make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 CFR 164.526.

(g) Provide oversight to the Subcontractors to ensure that procedures are in place to make available the information required to provide an accounting of disclosures in accordance with 45 CFR 164.528.

(h) Make its internal practices, books, and records relating to the use and disclosure of PHI received from the Department, or created or received by the Managing Entity on behalf of the Department, available for purposes of determining the provider's compliance with these assurances.

(i) The Managing Entity, at the termination of this Contract, if feasible and where not inconsistent with other provisions of this Contract concerning record retention, shall return or destroy all PHI received from the Department, or received by the Managing Entity on behalf of the Department, that the Managing Entity still maintains, regardless of form. If not feasible, the protections of this Contract are hereby extended to that PHI which may then be used only for such purposes as to make the return or destruction infeasible.

(j) The Managing Entity agrees that violation or breach of any of these assurances shall constitute a material breach of this Contract.

b. Coordination with other Providers/Entities

The Managing Entity shall coordinate with other providers, sub-state entities, and state entities as follows:

(1) The Managing Entity shall develop and implement ***or*** maintain a System of Care with the Department's Child Welfare Program for coordination of services with Child Protective Investigators and the contracted Community-Based Care providers within their communities through the execution of a Departmental approved working agreement. The intent of the working agreement is to implement a services delivery system that is responsive to the need for services covered by this Contract for children and parents served by the child welfare system. Services shall be based on EBPs that address Co-occurring Disorders, are trauma-informed, and gender responsive. Parents whose children have been found by the Department in an investigation to be "unsafe" and requiring case management services will receive top priority for services.

The working agreement shall be submitted to the Department's Contract Manager within ninety (90) days of Contract execution.

(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 as provided under Part I of Chapter 397 and section 394.9082, F.S., persons with Substance Abuse and Mental Health disorders who are arrested for a misdemeanor.

(3) The Managing Entity shall coordinate with the judicial system to address the substance abuse and mental health needs of children and parents in the Child Welfare System and the juvenile justice system that are covered through this Contract.

(4) The Managing Entity shall coordinate services with the schools and early childhood programs to address substance abuse and mental health services that are impacting the child's functioning in the environment. These services must be family-centered.

(5) The Managing Entity agrees to coordinate services with other providers and state entities rendering services to children, adults, and families as either the Department or the Subcontractors identify the need.

(6) The failure of Subcontractors or other entities to perform their obligation does not relieve the Managing Entity of any accountability for tasks or services that the Managing Entity is obligated to perform pursuant to this Contract.

c. Minimum Service Requirements

The Minimum Service Requirements are incorporated herein by reference and may be found at:

http://www.dcf.state.fl.us/programs/samh/contractingMore.shtml.

8. Department Responsibilities

a. Department Obligations

(1) The Department will provide technical assistance and support to the Managing Entity and the Subcontractors to ensure the continued integration of services and support for Individuals Served.

(2) The Department will participate in the development and implementation of the working agreement with the Community Based Care and Substance Abuse and Mental Health providers to ensure the integration of services and support within the community. The Department will support the development

and implementation of a working agreement by providing an example of a policy working agreement, system of care best practices, data reporting requirements, and technical assistance.

(3) The Department will work with the Community Based Care lead agencies to address the needs for other services to support access and participation in treatment. The services include, but are not limited to: case management, enrollment in a quality child care center, feasible transportation to outpatient treatment, provision of parent training that is evidence-based to address this population and that is age appropriate, coordination of necessary health care services, and assistance in locating safe housing if outpatient treatment is appropriate. The Community Based Care lead agencies will integrate other services with the substance abuse and mental health treatment and supports and require their providers to participate on family or clinical teams. The Community Based Care lead agencies shall consider contracting with the substance abuse and mental health Subcontractors for the provision of parent training to provide for integration and continuity of services.

(4) The Department will review the Managing Entity's proposed policies, procedures, and plans required to be submitted by the Managing Entity and will respond in writing within thirty (30) working days from the day of receipt. Once reviewed 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. Substantive amendments to submitted policies, procedures, and plans shall be provided to the Department, and the Department will respond in writing within thirty (30) working days from the day of receipt.

(5) The Department may seek the assistance of the Agency for Health Care Administration (AHCA) to amend the Medicaid State Plan or seek federal waivers that would allow the state to offset general revenue costs for state substance abuse and mental health services, particularly for services to Individuals Served by the child protective services/child welfare programs and their parents, by providing general revenue matching funds, where possible, needed for expanded Medicaid coverage.

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 Department's Contract Manager or an authorized Department staff member. 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. Monitoring Requirements

(1) The Department's Managing Entity Accountability Unit shall have primary responsibility for assessing the overall performance of the Managing Entity.

The assessment of performance will address the requirements outlined in this Contract including service delivery, management and financial components. All reviews of monitoring activities will be coordinated with the Department's Regional contract management units.

(2) The Managing Entity will be monitored in accordance with section 394.741, F.S., and CFOP 75-8, Contract Monitoring Operating Procedures. The Managing Entity shall comply with any coordination or documentation required by the Department's evaluator(s) to successfully evaluate the programs, and shall provide complete access to all budget and financial information related to services provided under this Contract, regardless of the source of funds.

(3) As stewards of the public trust, the Department is accountable for the appropriate, reasonable, and necessary use of state and federal funds. In accordance with CFOP 75-8, the Department will conduct monitoring and compliance reviews of all performance tasks, special provisions, financial cost accounting, reviews of specific records, or other data as warranted by the Department to account for the expenditure of public funds and the performance of the Managing Entity and its Subcontractors.

(4) Reviews may include, but shall not be limited to, reviews of procedures, IT/data systems, program service delivery, accounting records, financial management policies and procedures and support documentation, internal quality improvement reviews, and medical records of Individuals Served. The Managing Entity shall cooperate at all times with any internal or external entity authorized by the Department to conduct these reviews and shall provide all documentation requested by the reviewers in a timely manner.

(5) The Managing Entity shall comply with any coordination or documentation required by the Department to successfully evaluate the programs and services, and shall provide complete access to all budget and financial information related to services provided under this contract, regardless of the source of funds.

(6) Reasonable notice shall be provided for reviews. The Managing Entity shall make all requested documents and records available at its administrative office or a mutually agreed upon location.

(7) The Department will provide a written report to the Managing Entity within thirty (30) days of the monitoring exit. If the report indicates corrective action is necessary, the Managing Entity shall have thirty (30) days from receipt of the monitoring report to respond in writing to the request, except in the case of threat to life or safety of Individuals Served, in which case the corrective action will be immediate.

C. Method of Payment

1. Payment Clauses

a. This is a fixed price, fixed payment contract, subject to reconciliation of allowable expenditures on a periodic basis. The Department will pay the Managing Entity, upon the satisfactory completion of all the services and terms and conditions specified in the Contract, an amount not to exceed **$373,569,095** subject to the availability of funds, as follows:

(1) The Managing Entity shall be paid on a monthly basis an amount not to exceed 1/12 of the total cost for the Contract year, as specified in the table below, subject to performance adjustments based on the Managing Entity's overall performance as specified in **Sections B.7.b.,** and **C.10**. All invoices shall be reconciled on a regular basis as part of the Quarterly/Monthly Reconciliation and Performance Review specified in **Section C.10.**, except that monthly reconciliations shall occur between April 1st and June 30th of each state fiscal year (or during the final three months of a Contract if the ending date is not June 30).

(2) The System of Care Administrative Cost is based on the System of Care's anticipated expenditures as approved and documented by the Line Item Budget and Narrative, which is maintained in the Contract Manager's file and incorporated herein by reference. Managing Entity Administrative Costs shall not exceed 5% of the total contracted dollar amount for each fiscal year. This document is to be updated and submitted for approval to the Department thirty (30) days prior to the anniversary date of the Contract. The System of Care administrative costs shall be paid or withheld as specified below. As stated in **Section B.6.a.(7)(b)**, any reductions in the System of Care Administrative Costs will be redirected as mutually agreed upon by the Department and the Managing Entity.

Fiscal Year	*Service Cost*	*Maximum System of Care Administrative Cost*	*Administrative Cost Reductions*	*Total Cost Per Year*
2010-2011	$ 56,352,157			$56,352,157.00
2011-2012	$ 75,911,891			$75,911,891.00
2012-2013	$ 61,324,435	$13,206,963.9028		$74,531,399.00
2013-2014	$ 63,080,897	$11,131,923.0000	$2,075,040.90	$74,212,820.00
2014-2015	$ 63,451,961	$10,760,858.9000	$371,064.10	$74,212,820.00
2015-2016	$ 15,779,287	$2,568,721.1200	$917,400.40	$18,348,008.00
Totals	**$ 335,900,628**	**$37,668,466.9228**	**$3,363,505.40**	**$373,569,095**

(3) The parties agree that the Method of Payment to the Managing Entity under this Contract, including compensation for administrative costs, is governed by the terms of this Contract.

(4) Based on the Performance and Outcome Measures specified in **Exhibit**

A, the Managing Entity's overall performance will be assessed by the Managing Entity Accountability Unit during the Quarterly/Monthly Reconciliation and Performance Review, as detailed in **Section C.10.,** with adjustments made to the next monthly fixed payment schedule.

b. The Managing Entity shall provide local match through its Subcontractors up to the amount specified **in Exhibit B.**

2. Funding Source

a. Substance abuse and mental health programs are funded by state general revenue appropriations, federal or state grant awards and state trust funds. All funding is subject to legislative fiscal year appropriations and final availability of funding.

b. The Managing Entity shall ensure that each of the Subcontractors satisfies the state requirements for matching pursuant to Rule 65E-14.005, F.A.C. Subcontractor match requirements will be calculated based on total state funds contracted less those state funds excluded pursuant to Rule 65E-14.005(3) F.A.C. Additional information regarding local match requirements may be obtained from Rule 65E-14 F.A.C. Additional resources beyond local match requirements are desirable and strongly encouraged. Match reports, which identify the amount and type of match contributed and expended, must document what services the match supported.

3. 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 both the Cost Principles for non-profit organizations, located at 2 CFR Part 230 (May 16, 2011) and the Community Substance Abuse and Mental Health Services Financial Rules specified in Chapter 65E-14, F.A.C.

b. Any compensation paid for an expenditure subsequently disallowed as a result of the Managing Entity's or any Subcontractors' non-compliance with state or federal funding regulations or the cost-reimbursement standards of this Contract shall be repaid to the Department upon discovery.

c. Invoices must be dated and 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 SAMHIS, in accordance with PAM 155-2.

d. By June 30, 2014, the annual System of Care Administrative Costs (which includes the administrative costs for both the Managing Entity and the Subcontractors) shall not exceed a maximum of 15% of the total annual Contract amount. Additionally, the annual Managing Entity Administrative Costs shall not exceed a maximum of 5% of the total annual Contract amount. Administrative costs for both the Managing Entity and the Subcontractors are limited to those

defined in **Section A.1.b.(16)**.

e. The Managing Entity is required to submit a new Form W-9 through the DFS website at http://flvendor.myfloridacfo.com. This website provides a new substitute Form W-9 that is unique to Florida and collects and integrates the information with other electronic data to facilitate payment. Consequently, **all** Subcontractors (regardless of their business type, size, or tax status) who have not already completed this requirement must use this website and complete the required information. The DFS W-9 system includes a verification of the data submitted with the Internal Revenue Service (IRS). Mismatches will be identified and returned to the grant recipients for resolution. DFS will reject invoices from grant recipients who have not submitted a new substitute W-9 that has been validated by the IRS.

4. MyFloridaMarketPlace Transaction Fee

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

5. Medicaid Billing

The Managing Entity shall ensure that the following guidelines for Medicaid billing are followed by all Subcontractors:

a. The Department is always the payer of last resort. The Department and the Managing Entity specifically agree that the Department is never a liable third party for Medicaid compensable services for Medicaid eligible individuals. Authorized provider services shall be reimbursed in the following order of priority:

(1) Any liable first, second, and/or third party payers; then

(2) Medicaid, pursuant to section 409.910, F.S., if the individual meets the eligibility criteria for Medicaid, and the service is Medicaid eligible; then

(3) The Department (only if none of the above are available or eligible for payment).

b. Identification and reporting of Medicaid eligibility and Medicaid earnings separate from all other fees on a regular basis during the Quarterly/Monthly Reconciliation and Performance Review specified in **Section C.10.**;

c. Medicaid earnings cannot be used as local match;

d. Medicaid payments are accounted for in compliance with federal regulations;

e. In no event shall both Medicaid and the Department be billed for the same service;

f. Any Subcontractors who are operating a residential treatment facility licensed

as a crisis stabilization unit, detoxification facility, short-term residential treatment facility, residential treatment facility Levels 1 or 2, or therapeutic group home that is greater than 16 beds are not permitted to bill or knowingly access Medicaid Fee For-Service Programs for any services for individuals eligible for Medicaid while in these facilities; and

g. Any Subcontractor operating a children's residential treatment center with greater than 16 beds is not permitted to bill or knowingly access Medicaid Fee-For Service Programs for any services for individuals meeting the eligibility criteria for Medicaid in these facilities except as permitted under the Medicaid State Inpatient Psychiatric Program Waiver.

6. Temporary Assistance to Needy Families (TANF) Billing

The Managing Entity's attention is directed to its obligations under applicable parts of Part A or Title IV of the Social Security Act and the Managing Entity agrees that TANF funds shall be expended for TANF participants as outlined in the Temporary Assistance to Needy Families (TANF) Guidelines, which are herein incorporated by reference, and may be found at:

http://www.dcf.state.fl.us/programs/samh/contract/tanf.pdf.

7. Payments from Medicaid Health Maintenance Organizations, Prepaid Mental Health Plans, or Provider Services Networks

Unless waived in **Section D** (Special Provisions) of this Contract, the Managing Entity agrees that subcapitated rates from a health maintenance organization, prepaid mental health plan, or provider services network are considered to be "third party payer" contractual fees as defined in Rule 65E-14.001(2)(z), F.A.C. Services that are covered by the subcapitated contracts and provided to persons covered by these subcapitated contracts must not be billed to the Department. The Managing Entity shall ensure that Medicaid funds will be accounted for separately from funds for this Contract at both the Subcontractor and Managing Entity level.

8. Advance Payment

a. The Managing Entity may request an advance for 1/12 of the funding for each state fiscal year for each of the first two (2) months of each year of the Contract, based on anticipated cash needs, subject to the approval of the Department of Financial Services. A written request must be submitted to the Department's Contract Manager with appropriate justification of needs. All reimbursement requests for each of the remaining months of the Contract period shall be submitted in accordance with **Section C.8**.

b. Advanced funds shall be temporarily invested by the Managing Entity in an insured interest bearing account, in accordance with section 216.181(16)(b), F.S. Interest earned on advanced funds shall be applied against the amount of the

Contract owed by the Department no later than the end of the second quarter of each year of the Contract.

c. Advance Payment Schedule

Invoice Number	Type of Request	Supporting Documentation	Payment Amount	Date of Submission	Reconciliation
1	Advance	N/A	Anticipated Cash Needs for 2 months	7/1	10/15
2	Fixed	July Services	• 1/12 of state fiscal year funding or prorated available balance **minus** 1/12 of advances received and any interest earned	8/15	
3	Fixed	August Services	• 1/12 of state fiscal year funding or prorated available balance **minus** 1/12 of advances received and any interest earned	9/15	
4	Fixed	September Services	• 1/12 of state fiscal year funding or prorated available balance **minus** 1/12 of advances received and any interest earned	10/15	
5	Fixed	October Services	• 1/12 of state fiscal year funding or prorated available balance **minus** 1/12 of advances received and any interest earned	11/15	1/15
6	Fixed	November Services	• 1/12 of state fiscal year funding or prorated available balance **minus** 1/12 of advances received and any interest earned	12/15	
7	Fixed	December Services	• 1/12 of state fiscal year funding or prorated available balance **minus** 1/12 of advances received and any interest earned	1/15	
8	Fixed	January Services	• 1/12 of state fiscal year funding or prorated available balance **minus** 1/12 of advances received and any interest earned	2/15	4/15
9	Fixed	February Services	• 1/12 of state fiscal year funding or prorated available balance **minus** 1/12 of advances received and any interest earned	3/15	
10	Fixed	March Services	• 1/12 of state fiscal year funding or prorated available balance **minus** 1/12 of advances received and any interest earned	4/15	
11	Fixed	April Services	• 1/12 of state fiscal year funding or prorated available balance **minus** 1/12 of advances received and any interest earned	5/15	5/15
12	Fixed	May Services	• 1/12 of state fiscal year funding or prorated available balance **minus** 1/12 of advances received and any interest earned	6/15	6/15
13	Fixed	June Services	• 1/12 of state fiscal year funding or prorated available balance **minus** 1/12 of advances received and any interest earned	7/15	7/15
14	Final			8/15	8/15

*Payments may be pro-rated for the balance of the remaining months of the fiscal year for any performance adjustments made in accordance with **Section C.6.a.(7)**.

9. Invoice Requirements

a. The Managing Entity shall submit a properly completed **Exhibit D** no later than the fifteenth (15^{th}) calendar day following the month for which payment is being requested.

b. In addition, with the submission of each invoice, the Managing Entity shall submit a properly completed **Exhibit D-1** detailing the services provided, by cost center. Within five (5) business days of receipt of an invoice and supporting documentation from the Managing Entity, 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.

The Contract Manager will make any necessary reductions to the invoice for any funds to be withheld as performance adjustments resulting from the Quarterly/Monthly Reconciliation and Performance Review per **Section C.10.**, and will notify the Managing Entity of said reductions.

c. The Managing Entity's final invoice for each state fiscal year must reconcile actual paid service units delivered during the Contract period with the payments issued by the Department. A final invoice shall be submitted to the Department's Contract Manager within forty-five (45) days after the end of each state fiscal year.

10. Quarterly/Monthly Reconciliation & Performance Review

a. Expenditure Report. By the 15^{th} day following each quarter (for monthly reconciliations- by the 15^{th} day following each month), the Managing Entity shall submit to the Department's Contract Manager a Quarterly (or Monthly) Expenditure Report. This report must reconcile actual Managing Entity expenditures to payments issued by the Department, which will be used to determine:

(1) The System of Care Administrative Cost, including the Managing Entity Administrative Cost and the Subcontractor Administrative Cost for each Subcontractor in the network;

(2) Any savings achieved and a mutual determination of how the Managing Entity proposes to redirect these savings. Such redirection will take into account the Managing Entity's performance and outcome measures;

(3) Reconciliation of the fixed fee payments to the System of Care's operating budget and actual expenditures; and

(4) Service Cost (not including Administrative Costs as listed in 1 and 2 above), by cost center, detailing total units of service provided, and amount per cost center.

Any variations discovered during the reconciliation of payments to the Managing Entity for Administrative Costs may be used to negotiate appropriate rates to compensate the Managing Entity for Administrative Costs for each quarter and each year of the Contract.

The Department reserves the right to request reimbursement for payments issued to the Managing Entity that exceed allowable costs actually incurred that are not justified through these Quarterly/Monthly Expenditure Reports.

b. Performance Report. In addition to the Expenditure Report outlined above, the Managing Entity shall submit to the Department's Contract Manager a report detailing its activities and performance related to the following:

(1) Performance and Outcome Measures specified in **Section B.6.a.**;

(2) The cost competitive requirements specified in **Section B.3.k.**;

(3) System of Care management including;

i. collaborative strategies with community partners;

ii. areas in which the Managing Entity has collaborated with the Department as specified in **Section B.1.a.(1)**; and

iii. adverse fiscal impact of proposed System of Care changes and recommendations for resolution.

(4) Review of necessary adjustments to required plans;

(5) Monitoring results specified in **Section B.8.c.**;

(6) Assessments of Subcontractor financial risk specified in **Section B.3.p.**; and

(7) Medicaid eligibility and earnings reporting specified in **Section C.7.**

c. The Department's Managing Entity Accountability Unit will produce a report reflecting the Managing Entity's overall performance and any Department determinations regarding satisfaction of or failure in meeting the terms and conditions of this Contract within fifteenth (15) days of submission of each Quarterly (or Monthly) Expenditure and Performance Reports and the determination of any necessary adjustments to subsequent monthly payments.

Any necessary corrective action must be addressed within timelines specified in the report or during the next reconciliation.

11. Supporting Documentation

a. The Managing Entity shall maintain and ensure that Subcontractors maintain service documentation for each service billed to the Department pursuant to this Contract.

b. The Department and the state's Chief Financial Officer reserve the right to request supporting documentation at any time after actual units have been delivered.

12. Reduction of Administrative Costs to Support Increased Services and Necessary Infrastructure

The Department is committed to ensuring that the maximum amount of financial resources is made available for direct services to Individuals Served through administrative and service provision cost savings and efficiencies including, but not limited to, the streamlining of the Subcontractor network; the reduction, elimination, and consolidation of duplicative Subcontractor and the Managing Entity administrative structures; coordinated procurements with parallel state, local, and private entities; and other reductions to Subcontractor Administrative Costs.

In an effort to ensure timely and accurate reporting of the System of Care Administrative Costs, the Department, Managing Entity, and Subcontractors will develop a uniform definition of Subcontractor Administrative Costs during the first six months of year one of this Contract. The remaining six months of year one of this Contract will develop a baseline for Subcontractor Administrative Costs for future reporting, measuring, and monitoring of System of Care Administrative Costs.

The Managing Entity shall achieve administrative cost savings and efficiencies across the network of Subcontractors, maximize the amount of Contract funds available for the provision of services, expand service capacity, and develop the necessary infrastructure to efficiently and effectively manage the service system. The resulting service system will increase access for those in need of care, improve the coordination and continuity of care for vulnerable and high risk populations, and redirect service dollars from restrictive care settings to community-based recovery services.

D. Special Provisions

1. Dispute Resolution

a. The parties agree to cooperate in resolving any differences in interpreting the Contract. Within five (5) 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, and shall notify the other party of the person's name and business address and telephone number. Within five (5) 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 SAMH Director. Upon referral to this second step, the respective parties shall confer in an attempt to resolve the issue.

b. If the CEO and Regional SAMH Director are unable to resolve the issue within ten (10) days, the parties' appointed representatives shall meet within ten (10) working days and select a third representative. These three representatives shall meet within ten (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. Sliding Fee Scale

The Managing Entity shall ensure compliance with the provisions of Rule 65E-14.018, F.A.C. A copy of each Subcontractor's sliding fee scales that reflects the uniform schedule of discounts referenced in Rule 65E-14.018(4) F.A.C. shall be kept in the Subcontractor's file. The Managing Entity shall submit to the Department's Contract Manager, within thirty (30) days of the execution of this Contract, a validation that all sliding fee scales have been received from all Subcontractors.

3. Service Provision Requirements for Substance Abuse Prevention and Treatment Block Grant

If funding is received from the Substance Abuse Prevention and Treatment Block Grant, the Managing Entity shall comply and ensure that all Subcontractors comply with the data submission requirements outlined in PAM 155-2 and within the funding restrictions outlined in "SAMH OCA's and Funding Restrictions" which is incorporated herein by reference and may be found at:

http://www.dcf.state.fl.us/programs/samh/contractingMore.shtml

a. The Managing Entity shall make available through its Subcontractors, either directly or by arrangement with others, tuberculosis services to include counseling, testing, and referral for evaluation and treatment.

b. The Managing Entity shall comply and ensure that all Subcontractors comply with applicable data submission requirements.

4. Indigent Drug Program (IDP)

If the Managing Entity receives funding under the Indigent Drug Program, the Managing Entity shall:

a. Provide oversight so that all funds allocated for use of purchasing psychotropic medications or medications accessed through line of credit from the Indigent Drug Program (IDP) are used for individuals who meet any of the following criteria:

(1) Have an annual income that is at or below 150% of the Federal Poverty Income Guidelines, as published annually in the Federal Register.

(2) Have no liable third-party insurance or other source of psychotropic medications available, nor is the individual a participant in a program where psychotropic medications are paid for by any other funding source.

(3) If the individual has third party insurance for psychotropic medications but has temporarily been denied benefits for these medications, they may receive IDP medications until such time as eligibility has been reestablished.

b. Actively participate in manufacturer's patient assistance programs for medications needed by a significant portion of individuals served by Subcontractors.

c. Participate in any regional training events made available by the Department. The Managing Entity shall also participate in any training events made available by the Florida Louis De La Parte Florida Mental Health Institute of the University of South Florida's Medicaid Drug Therapy Management System Program for Behavioral Health which are posted on the at Program's website at: http://flmedicaidbh.fmhi.usf.edu/.

5. Transportation Disadvantaged

The Managing Entity shall comply with and provide oversight so that all Subcontractors will comply with the provisions of Chapter 427, F.S., Part I, Transportation Services, and Chapter 41-2, F.A.C., Commission for the Transportation Disadvantaged, if public funds provided under this Contract will be used to transport Individuals Served. The Managing Entity shall comply with and provide oversight so that all Subcontractors will comply with the provisions of (CFOP 40-50) if public funds provided under this Contract will be used to purchase vehicles, which will be used to transport Individuals Served.

6. Medicaid Enrollment

The Managing Entity shall ensure that all Subcontractors with funding in excess of $500,000 annually shall enroll as a Medicaid provider. This process shall be initiated within ninety (90) days of subcontract execution. A waiver of this requirement may be granted, in writing, by the Director of the Substance Abuse and Mental Health Program Office. The Managing Entity shall work with the smaller Subcontractors to encourage Medicaid provider enrollment or to implement other mechanisms to assist the Subcontractors to do business with Medicaid or Medicaid Health Plans. Mechanisms may include innovative

management structures, sharing or purchasing of specific administrative functions, consolidation, creating affiliations or other methods to create more effective ways to do business with Medicaid.

7. National Provider Identifier (NPI)

a. All health care providers, including Managing Entities and Subcontractors, are eligible to be assigned a Health Insurance Portability and Accountability Act (HIPPA) 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 web site: http://www.fdhc.state.fl.us/medicaid/hipaa/

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

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

(3) The CMS NPI web page located at:

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

8. Contract Renewal

This Contract may be renewed for a term not to exceed three (3) 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.

9. Adult Forensic Services

The Managing Entity shall comply with the provisions of the Region's Adult Mental Health Operating Procedure for Forensic Services, and Forensic Mental Health Services, both of which are included herein by reference and may be located at: http://www.dcf.state.fl.us/programs/samh/contractingMore.shtml.

10. Prevention Partnership Grants (PPG)

The Managing Entity shall be responsible for the contracting and oversight of the Prevention Partnership Grants and shall ensure compliance with the language

and provisions of the awarded grants.

11. Consolidated Program Description (Exhibit C)

Subcontractors' currently approved Program Descriptions are included by reference until the Consolidated Program Description is created and approved.

12. Projects for Assistance to Transition from Homelessness (PATH)

a. The Managing Entity shall provide support services for individuals who have a serious mental illness and/or substance abuse issue and are homeless or at imminent risk of becoming homeless.

b. The Managing Entity shall implement services and provide deliverables as set forth and described in each approved and signed Local Intended Use Application which is a requirement of the PATH grant application.

c. Eligible PATH local matching funds must be expended in the provision of PATH eligible services to PATH eligible persons. The expenditures must match the types of services outlined in the Local Intended Use Plan. The formula to be followed is cited in Section 524 of the Public Health Services Act, as amended by Public Law 101-645.

13. Satisfaction Survey for Individuals Served

The Managing Entity shall ensure all Subcontractors conduct satisfaction surveys of Individuals Served pursuant to PAM 155-2.

14. Files of Individuals Served

Upon contract execution, the Managing Entity shall accept and maintain all current and subsequent substance abuse and mental health files of Individuals Served.

15. Project H.O.P.E. (Helping Our People in Emergencies) Contract

Under the terms and conditions of this Contract, the Managing Entity shall continue the responsibility for delivering federally funded Crisis Counseling Program services in the event of a natural or man-made disaster in those specified counties that are approved by authorized representatives of FEMA and CMHS (Center for Mental Health Services).

16. Additional Program Specific Funds

The Department will ensure that any applicable appropriated funding for direct Substance Abuse and Mental Health services is contracted with the Managing Entity. Any increases will be documented through an amendment of 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.

17. Special Insurance Provisions

a. The Managing Entity shall notify the Department's Contract Manager within thirty (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 Subcontractors at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by section 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. The Managing Entity shall cause all Subcontractors, 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 Subcontractor and all of its employees. The limits of coverage for the Managing Entity's Subcontractors, at all tiers, shall be in such amounts as the Managing Entity reasonably determines to be sufficient to cover the risk of loss.

d. If in the course of the performance of its duties under this Contract any officer, employee, or agent of the Managing Entity operates a motor vehicle, 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. If in the course of the performance of the duties of any Subcontractor, at all tiers, any officer, employee, or agent of the Subcontractor operates a motor vehicle, the Managing Entity shall cause the Subcontractor, at all tiers, to obtain and provide proof to the Managing Entity and the Department of comprehensive automobile liability insurance coverage with the same limits.

e. 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 in the course of the performance of the duties of the Managing Entity under this Contract any officer, employee, or agent of the Managing Entity administers any prescription drug or medication or controlled substance, 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. If in the course of the performance of the duties of

any Subcontractor, at all tiers, any officer, employee, or agent of the Subcontractor, at all tiers, provides any professional services or provides or administers any prescription drug or medication or controlled substance, the Managing Entity shall cause the Subcontractor, 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 Subcontractor employees with the same limits.

f. 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 Subcontractor providing the insurance.

g. All such insurance policies of the Managing Entity and its Subcontractors, 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.

h. All such insurance proposed by the Managing Entity shall be submitted to and confirmed by the Department's Contract Manager by March 31st of each year.

i. The requirements of this section shall be in addition to, and not in replacement of, the requirements of Section 10, of the Standard Contract to which this Attachment I is attached, 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.

18. 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. While strict interpretation of the Department's Procedures may not be translatable to the Managing Entity's organizational or operating structure, the intent of the procedure or process should be followed. In the event of differing interpretation, the parties agree to meet for resolution. The Managing Entity shall have its operating procedures approved within one hundred and eighty (180) days of Contract execution. The Department agrees to review proposed operating procedures submitted by the Managing Entity and may respond in writing with comments, or will approve within thirty (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.

19. Employment Eligibility Verification (E-Verify)

a. Definitions as used in this clause:

(1) "Employee assigned to the contract" means all persons employed during the contract term by the Managing Entity to perform work pursuant to this Contract within the United States and its territories, and all persons (including Subcontractors) assigned by the Managing Entity to perform work pursuant to this Contract with the Department.

(2) "Subcontract" means any contract entered into by a Subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

(3) "Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime provider or another Subcontractor.

b. Enrollment and Verification Requirements

(1) The Managing Entity shall:

(a) Enroll as a provider in the E-Verify program within thirty (30) calendar days of contract award or amendment.

(b) Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility. All new employees assigned by the Managing Entity/Subcontractor to perform work pursuant to the Contract with the Department shall be verified as employment eligible within three (3) business days after the date of hire.

(2) The Managing Entity shall comply, for the period of performance of this Contract, with the requirement of the E-Verify program enrollment.

(a) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Managing Entity's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such case, the Managing Entity will be referred to a DHS or SSA suspension or debarment official.

(b) During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the Managing Entity is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Managing Entity, then the Managing Entity must re-enroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

(d) Individuals previously verified. The Managing Entity is not required by this clause to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the Managing Entity through the E-Verify program.

(e) Evidence of the use of the E-Verify system will be maintained in the employee's personnel file.

(f) The Managing Entity shall include the requirements of this section, including this paragraph (g) (appropriately modified for identification of the parties), in each subcontract.

(g) The Subcontractor at any tier level must comply with the E-Verify clause as subject to the same requirements as the Managing Entity.

20. 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.

21. Substance Abuse and Mental Health (SAMH) Contracting

The Managing Entity shall be knowledgeable of and shall ensure compliance with all applicable state and federal laws, policies, rules, and regulations that affect substance abuse and mental health contracting. The available link for accessing this information is:

http://www.dcf.state.fl.us/programs/samh/contractingMore.shtml.

22. Monitoring of Assisted Living Facilities with Limited Mental Health Licenses

The Managing Entity will review samples of case management records that will document services to individuals residing in Assisted Living Facilities with Limited Mental Health Licenses. A specific program monitoring tool that has been approved by the Department will be used for these reviews. These reviews for facilities in the circuits listed in **Section B.1.b.,** will be conducted by the Managing Entity during the Subcontractors' annual monitoring onsite visits. The results of these reviews and any applicable corrective actions will be reported to the Department in accordance with the Managing Entity's current monitoring policy and procedures.

23. Neither party's failure to demand performance of any provision of the Contract

shall be deemed a waiver of such performance. Neither party's waiver of any one breach of any provision of the Contract shall be deemed to be a waiver of any other breach, and neither event shall be construed to be a modification of the terms of the Contract. The provisions of the Contract do not limit either party's right to remedies at law or in equity. This provision is supplemental to and does not replace or supersede any other provision in this Contract.

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

1. **Exhibit A,** Required Reports, Required Statistics, and Performance Measures
2. **Exhibit B,** Funding Detail
3. **Exhibit C,** Consolidated Program Description
4. **Exhibit D,** Managing Entity Invoice for Payment
5. **Exhibit E,** Scope of Work

I. ME Required Reports and Plans

All Reports and Plans must be submitted to both the Contract Manager & the Managing Entity Accountability Unit

A.	Required Plans	Frequency	Due Date	Date Received
	1 **Operational Plans**	annually	1-Jul	
	a. State Mental Health Treatment Facility Bed Utilization Plan			
	b. Continuous Quality Improvement Plan			
	c. Administrative Cost Reduction Plan			
	d. Performance and Outcome Measures Plan			
	e. Data Collection Improvement Plan			
	f. Network Management Plan			
	g. Fraud and Abuse Prevention Protocol			
	2 **Transition Plan**	once	1-Jul	
	3 **Data Exchange Plan**	once	within 60 days of contract execution	
B.	**Required Reports**			
	1 **Unit Cost Fiscal Reports (if applicable, 65E-14.021(8)(d)a-c)**	annually	1-Apr	
	a. Agency Service Capacity Report			
	b. Projected Cost Center Operating and Capital Budget			
	c. Cost Center Personnel Detail Report			
	2 **Outcomes, Performance, and Quarterly Reconciliation (Exhibit A, Sections II-III)**	quarterly/ monthly	15th of the quarter/month following service delivery	
	3 **Funding Detail (Exhibit B)**	annually	15-Sep	
	4 **Consolidated Program Description (Exhibit C)**	annually	15-Sep	
	5 **Financial & Compliance Audit – Attachment II**	annually	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	
	6 **Monthly Data submission to SAMHIS**	monthly	11th day of the month following service delivery	
	7 **Monthly Invoice and Supporting Documentation**	monthly	10th of the month following service delivery	
	8 **Incident Report Submission to IRAS**	within 24 hours of occurrence	within 24 hours of occurrence	
	9 **Audit Schedules (for client non-specific unit cost performance contracts) (65E-14.003)**	quarterly/ monthly	15th of the month following service delivery	
	a. Schedule of State Earnings			
	b. Schedule of related Party Transaction Adjustments			
	c. Program/Cost Center Actual Expenses & Revenues			
	d. Schedule of Bed-Day Availability Payments			
	10 **Security Agreement Form**	annually	1-Jul	
	11 **Emergency Preparedness Plan**	once and updated annually	within 30 days of contract execution and updated annually 1-Jul	
	12 **Proof of Insurance**	annually	upon contract execution and updated annually 1-Jul	
	13 **Annual Report for HIV Early Intervention Services, SAPT Block Grant Set Aside Funded Services Only - Contract**	annually	15-Jun	
	14 **Annual Report for Evidenced-based Injection Drug User Outreach Services, SAPT Block Grant Mandate, Designated Providers Only- Contract**	annually	15-Jun	
	15 **Annual Report for Pregnant Women and Women With Dependent Children SAPT Block Grant Set Aside Funded Services Only**	annually	15-Jun	
	16 **Annual Prevention Services Report SAPT Block Grant**	annually	15-Jun	

II. Outcomes & Performance Measures

			Target	Performance						
				QTR1	QTR2	QTR3	QTR4			YR 1
				July-Sept	Oct-Dec	Jan-Mar	April	May	June	
A.	**Administrative ME Outcome Measures**									
	1	**System of Care Development and Management – Outcome Measures:**								
	Critical	a. By the end of year two (2) of the contract and for each year thereafter: • A minimum of 80% of all contract funding, excluding System of Care Administrative Cost, will be redirected to support evidence-based practices by subcontractors.								
	Essential	b. During year one (1) of the contract: • 85% of individuals needing treatment services will receive services, depending on the severity of individual need, within the following timeframes: • Emergent need: within six (6) hours of first contact • Urgent need: within 48 hours of first contact • Routine need: within ten (10) business days of first contact								
		During year two (2) of the contract and for each year thereafter: • 95% of individuals needing treatment services will receive services within the timeframes above.								
	2	**Utilization Management Systems – Outcome Measures:**								
	Critical	a. By the end of year one (1) of the contract: • Achieve an 80% reduction in the number of days individuals are on any and all wait lists for treatment services within the system of care								
		For the remainder of the contract thereafter: • Maintain a 90% reduction in the number of days individuals are on all wait lists for treatment services.								
	Essential	b. **THIS MEASURE IS A YEAR ONE COMPLIANCE MEASURE.** For each year of the contract: • Decrease the average annual cost per individual served by 1% per year and redirect the resulting savings into the implementation or expansion of evidence-based practices								
		c. By the end of year one (1) of the contract and for each year thereafter: • Attain a 50% decrease in cost per individual for those individuals receiving Department-funded services costing more than $500,000.00 per year								
		d. For each year of the contract: • Adjust the system of care service mix to ensure a 3.5% increase in unduplicated numbers served. In the event funding under this contract is reduced by greater than 25% in a state fiscal year for reasons other than the Managing Entity's failure to meet the terms and conditions of this contract, this measure will not be used to determine any potential performance adjustments.								

		Target	Performance						
			QTR1	QTR2	QTR3	QTR4			YR 1
			July-Sept	Oct-Dec	Jan-Mar	April	May	June	
3	**Subcontractor Management and Subcontractor Relations – Outcome Measures:**								
Critical	a. **THIS MEASURE IS A YEAR ONE COMPLIANCE MEASURE.** For each year of the contract: • 95% accuracy of documentation that the Department is payer of last resort as reported to the Department in quarterly/monthly reconciliation reports and • 100% correction of any inaccurate documentation on or before the next quarterly/monthly reconciliation and performance review								
	b. By the end of the first (1st) quarter of year one (1) of the contract: • 95% subcontractor compliance with all Managing Entity data and cost reporting requirements For each quarter thereafter: • 100% subcontractor compliance with all Managing Entity data and cost reporting requirements								
Necessary	c. For each year of the contract: • 95% satisfactory results from annual Department-conducted subcontractor satisfaction surveys measuring provider satisfaction with the Managing Entity.								
	d. For each year of the contract: • 100% reporting of network provider monitoring findings and trends to the Department in quarterly/monthly reconciliation reports								
4	**Continuous Quality Improvement Systems – Outcome Measures:**								
Critical	a. For each quarter of the contract: • 95% of consumers surveyed using a Department-approved survey will report satisfaction scores on each of the following domains: • Improved Social Connectedness • Access to Services • Overall Satisfaction with Care • Outcome from Services • Participation in Treatment Planning • Cultural Sensitivity of Providers • Positive About Outcome								
Essential	b. **THIS MEASURE IS A YEAR ONE COMPLIANCE MEASURE.** For each year of the contract: • 100% of network providers' risk assessment and monitoring efforts identifying immediate action result in immediate action and are reported quarterly to the Department								
Necessary	c. Beginning the third (3rd) quarter of year one (1) and each quarter thereafter, • 100% of quality improvement findings will be implemented by subcontractors and the impact of implementation on the system of care will be reported to the Department.								
	d. For each year of the contract: • 100% of all subcontractors will utilize a Department approved customer satisfaction survey instrument.								

		Target	Performance						
			QTR1	QTR2	QTR3	QTR4			YR 1
			July-Sept	Oct-Dec	Jan-Mar	April	May	June	
5	**Data Collection, Reporting, and Analysis – Outcome Measures:**								
Critical	a. **THIS MEASURE IS A YEAR ONE COMPLIANCE MEASURE.** Beginning the third (3rd) quarter of year one (1) of the contract and for each quarter thereafter: • 95% accuracy of all reported cost, service utilization, and outcomes data per individual served and • 100% correction of any inaccurate documentation on or before the next quarterly/monthly reconciliation and performance review								
Essential	b. For year one (1) of the contract; • 95% accuracy and timeliness of invoicing For each year thereafter: • 100% accuracy and timeliness of invoicing								
6	**Financial Management Systems – Outcome Measures:**								
Critical	a. **THIS MEASURE IS A YEAR ONE COMPLIANCE MEASURE.** For each year of the contract: • 100% reporting of System of Care administrative costs								
Essential	b. For each year of the contract: • 100% reporting of those individuals and services eligible for Department-funded substance abuse and mental health services in quarterly/monthly reconciliation reports								
Necessary	c. By the end of year two (2) of the contract: • 5% increase in network Medicaid revenue as a result of implementing Supplemental Security Income-Social Security Disability Insurance (SSI-SSDI) Outreach, Access and Recovery (SOAR) process								

		Target	Performance						
			QTR1	QTR2	QTR3	QTR4			YR 1
			July-Sept	Oct-Dec	Jan-Mar	April	May	June	
7	**Board Development and Governance – Outcome Measures:**								
Critical	a. **THIS MEASURE IS A YEAR ONE COMPLIANCE MEASURE.** By the end of the third quarter of the contract and maintained thereafter: • 100% compliance with Department requirements pertaining to governing Board composition as reflected in Board membership, any and all Board committees and any and all committee chairs.								
Necessary	b. For each year of the contract: • Active board involvement in the Managing Entity operations as evidenced by a minimum of eight (8) Board meetings per year and • 100% reporting to the Department of all minutes, agenda, reports, analyses, data and any other information distributed to the Board at such meetings within thirty (30) days after each Board meeting								

B.	GAA/NOMS Clinical Outcomes and Statistics	Target	Performance						
(Include all clients paid for by this SAMH contract only. Include SAMH, TANF, Local Match, PTS, and Title 21 funding only if applicable to this contract.)			QTR1	QTR2	QTR3	QTR4			YR 1
GAA/NOMS			July-Sept	Oct-Dec	Jan-Mar	April	May	June	
1	**Adults Community Mental Health**								
	a. Average annual days worked for pay for adults with severe and persistent mental illness								
	b. Percent of adults with serious mental illness who are competitively employed								
	c. Percent of adults with severe and persistent mental illnesses who live in stable housing environment								
	d. Percent of adults in forensic involvement who live in stable housing environment								
	e. Percent of adults in mental health crisis who live in stable housing environment								
2	**Adult Substance Abuse**								
	a. Percentage change in clients who are employed from admission to discharge								
	b. Percent change in the number of adults arrested 30 days prior to admission versus 30 days prior to discharge								
	c. Percent of adults who successfully complete substance abuse treatment services								
	d. Percent of adults with substance abuse who live in a stable housing environment at the time of discharge								
3	**Children Substance Abuse**								
	a. Percent of children who successfully complete substance abuse treatment services								
	b. Percent change in the number of children arrested 30 days prior to admission versus 30 days prior to discharge								
	c. Percent of children with substance abuse who live in a stable housing environment at the time of discharge								
4	**Children Mental Health**								
	a. Percent of school days seriously emotionally disturbed (SED) children attended								
	b. Percent of children with emotional disturbances (ED) who improve their level of functioning								
	c. Percent of children with serious emotional disturbances (SED) who improve their level of functioning								
	d. Percent of children with emotional disturbance (ED) who live in a stable housing environment								
	e. Percent of children with serious emotional disturbance (SED) who live in a stable housing environment								
	f. Percent of children at risk of emotional disturbance (ED) who live in a stable housing environment								

	Substance Abuse Quality Indicators	Target	Performance						
			QTR1	QTR2	QTR3	QTR4			YR 1
			July-Sept	Oct-Dec	Jan-Mar	April	May	June	
1	Percent of children/adults engaged and retained for at least 90 days								
2	Percent of children/adults successfully completing substance abuse detoxification								
3	Percent of children/adults successfully completing substance abuse detoxification followed by substance abuse treatment								
4	Average number of days between assessment and substance abuse treatment (adults/children)								
5	Percent of children/adults readmitted after 30 of discharge from substance abuse treatment								

	Required Statistics	Target	Performance						
			QTR1	QTR2	QTR3	QTR4			YR 1
			July-Sept	Oct-Dec	Jan-Mar	April	May	June	
1	Adult Mental Health								
	a. Number of Adults with Severe and Persistent Mental Illness served								
	b. Number of Adults with Serious and Acute Episodes of Mental Illness served								
	c. Number of Adults with Mental Health Problems served								
	d. Number of Adults with Forensic Involvement served								
2	Children's Mental Health								
	a. Number of Children with Serious Emotional Disturbances (SED) served								
	b. Number of Children with Emotional Disturbances (ED) served								
	c. Number of Children at-risk of Emotional Disturbances (ED) served								
3	Adults with Substance Abuse Problems Served								
4	Children with Substance Abuse Problems Served								
5	Adults At-Risk of Substance Abuse Problems Served								
	a. Number of Adults participating in Prevention Services								
	b. Number of Adults participating in Level 1 Prevention Programs								
	c. Number of Adults participating in Level 2 Prevention Programs								
6	Children At-Risk of Substance Abuse Problems (Non GAA) Served								
	a. Number of children participating in Prevention Services								
	b. Number of children participating in Level 1 Prevention Programs								
	c. Number of children participating in Level 2 Prevention Programs								

III. Quarterly/Monthly Reconciliation		Due Date	Date Received
The following items are due no later than the 15th of the month following each quarter/month of service delivery and upon request by the Department			
1	**Financial Management:**		
	a. Report quarterly utilization by subcontractor of all contracted SAMH funds as well as funds that are dedicated to specific populations, such as Women, persons with Child Welfare involvement, HIV, FACT, B-Net, PATH, TANF, SIPP, PRNM. The ME will also provide the department with corrective action plans to address under-utilization of SAMH funding.		
	b. Quarterly reconciliation reports submitted to DCF (Utilization of funds, funds for specific populations, funds by fund source, match, SOC adminstrative costs, status of case rate development)		
	c. Report submitted, indicating use of all behavioral health funding streams.		
	d. Report subcontractors' required match		
	e. Report documenting each subcontractor's administrative rate. (The first report would be a status report indicating progress on methodology to be implemented across the network.)		
2	**Data Collection:**		
	a. Submit summary of data entered into SAMHIS		
3	**Status Report on Items II.A.1-7, Administrative ME Outcome and Performance Measures**		
4	**Status Report on Items II.B.1-4, Outcomes and Performance Measures- GAA/NOMS**		
5	**Status Report on Items II.B.1-6, Outcomes and Performance Measures- Required Statistics**		
6	**Utilization Management:**		
	a. Report re-admissions by program, activity and modality		
	b. Report per person cost for each individual served.		
	c. Report number and percentage of persons served who are Mediciad eligible and measures taken to assure Department funds were not used to fund services that are Medicaid compensable for Medicaid eligible individuals.		
	d. Report the redirection of savings into activities, unless otherwise directed by the Department: • implementation or expansion of evidence-based practices; • intervention, diversion, brief treatment, or recovery support services; or • development of necessary infrastructure as approved by the Department		
7	**Network/Subcontractor Management:**		
	a. Risk assessments completed; risks identified.		
8	**Quarterly reconciliation report to include information on individuals served, dollars utilized, services utilized, cost per person; manage costs and improve access; begin to manage the system of care.**		
9	**Client Trust Fund (Documentation must be maintained to show any fees collected from other sources for cost of care of SAMH clients. Accounting Procedures Manual 7 APM, 6, Volume 7 Required Reports Representative Payee Determination/Certification Letter Contract**		
10	**Auxiliary Aid Service Record CFOP 60-10**	annually	
11	**Cost Analysis**	annually	
12	**Financial Risk Assessment of Subcontractors**	Immediately upon discovery of findings	
13	**Quarterly Expenditure Report**		
	a. System of Care Administrative Cost, including the Managing Entity Administrative Cost and the Subcontracted Network Provider Administrative Cost for each subcontractor in the network.		
	b. Any savings achieved and mutually determined how the Managing Entity proposes to redirect these savings. Such redirection will take into account the Managing Entity's performance and outcome measures.		
	c. Reconciliation of the fixed fee payments to the System of Care's operating budget and actual expenditures		
	d. Service Cost (not including administrative costs listed in a and b above), by cost center detailing total units of service provided and amount per cost center.		
	e. The cost competitive requirements		
	f. Updates of annual reports		
	g. Monitoring results		
	h. Assessments of subcontractor financial risk		
	i. Advanced payment reconciliations	15-Jan	
	j. Medicaid eligibility and earnings		
14	**Status Report on Items B1-17, Required Reports & Plans - Required Reports**		

All of the items listed above shall be submitted to the Contract Manager and the Managing Entity Accountability Unit by the following dates unless otherwise noted:

15-Oct 15-May
15-Jan 15-Jun
15-Apr 15-Jul

Exhibit B
Funding Detail

Agency Name:	**Total Contract Amount:**
Contract #	
Revision #	
Last Date Updated:	
Original Submission Date:	

Mental Health	**Adults**	**Children**	ME Admin	Provider Admin	Total:	SYSTEM OF CARE ADMIN	
Emergency Stabilization							
Recovery & Resiliancy							
Total:							

Substance Abuse	**Adults**	**Children**	ME Admin	Provider Admin	Total:	SYSTEM OF CARE ADMIN	
Detox							
Treatment & Aftercare							
Prevention							
Total Contract Amounts:							

Agency Name:	Total Contract Amount:
Contract #	Total Activity:
Revision #	Last Date Updated:
Original Submission Date:	

ADULT
EMERGENCY STABILIZATION ACTIVITY - 502004
MENTAL HEALTH - BUDGET ENTITY - 60910506

I.	A	B	C	D	E	F	G	H	I
			SYSTEM OF CARE ADMIN						
CATEGORY/FUND	TOTAL FUNDING	OCA	ME ADMIN %		*PROVIDER 14%				SERVICES FUNDING AMOUNT
G/A-ADULT COMM. MENTAL HEALTH - 100610									
ADAMH Trust Fund TF (027005)*		AESS1							
General Revenue (000326)*		AESS1							
TSTF (122023)*		AESS1							
General Revenue (000326)*		SMHA1							
G/A-BAKER ACT SERVICES-100611									
General Revenue (000326)*		AESS1							
TSTF (122023)*		AESS1							
G/A-OUTPATIENT BAKER ACT SVCS PILOT -100612									
General Revenue (000326)		AESS1							
TSTF (122023)		AESS1							
OCA Total =									

II.	A	B	C	D	E	F	G	H	I
			SYSTEM OF CARE ADMIN						
Cost Center	TOTAL FUNDING	Budgeted Base Unit Cost	ME ADMIN % Admin	ME ADMIN $	Network Provider % Admin	Network Provider Admin $	Total Budgeted Unit Cost	Total Budgeted Units	SERVICES FUNDING AMOUNT
03. Crisis Stabilization **(No TANF)** Unit: bed-day									
04. Crisis Support/Emergency Unit: staff hour									
09. Inpatient **(No TANF)** Unit: 24-hr day									
Cost Center Total=									
****Difference from OCA Totals=**									
Total System of Care Admin=									

*Represents the standard admin in the model rates. Actual admin may vary.

** Please review, adjust, and/or explain any differences between OCA totals and Cost Center totals.

Agency Name:	**Total Contract Amount:**
Contract #	**Total Activity:**
Revision #	**Last Date Updated:**
Original Submission Date:	

CHILDREN
EMERGENCY STABILIZATION ACTIVITY -503001
MENTAL HEALTH - BUDGET ENTITY - 60910506

I.	A	B	C	D	E	F	G	H	I
			SYSTEM OF CARE ADMIN						
CATEGORY/FUND	TOTAL FUNDING	OCA	ME ADMIN %		*PROVIDER 14%				SERVICES FUNDING AMOUNT
G/A-CHILDREN'S MENTAL HEALTH -100435									
ADAMH Trust Fund TF (027005)*		CESS1							
General Revenue (000326)*		CESS1							
FGTF - Title XXI (261015)		89Q01							
General Revenue (000326)*		SMHC1							
G/A-BAKER ACT SERVICES- (104257)									
General Revenue (000326)*		CESS1							
OCA Total =									

II.	A	B	C	D	E	F	G	H	I
			SYSTEM OF CARE ADMIN						
Cost Center	TOTAL FUNDING	Budgeted Base Unit Cost	ME ADMIN % Admin	ME ADMIN $	Network Provider % Admin	Network Provider Admin $	Total Budgeted Unit Cost	Total Budgeted Units	SERVICES FUNDING AMOUNT
03. Crisis Stabilization **(No TANF)** Unit: bed-day									$ -
04. Crisis Support/Emergency Unit: staff hour									
09. Inpatient **(No TANF)** Unit: 24-hr day									
Cost Center Total=									
****Difference from OCA Totals=**									
Total System of Care Admin=									

*Represents the standard admin in the model rates. Actual admin may vary.

** Please review, adjust, and/or explain any differences between OCA totals and Cost Center totals.

Agency Name:	**Total Contract Amount:**
Contract #	**Total Activity:**
Revision #	**Last Date Updated:**
Original Submission Date:	

ADULT
PREVENTION SERVICES - 603006
SUBSTANCE ABUSE- BUDGET ENTITY - 60910604

I.	A	B	C	D	E	F	G	H	I
			SYSTEM OF CARE ADMIN						
CATEGORY/FUND	TOTAL FUNDING	OCA	ME ADMIN %		*PROVIDER 14%				SERVICES FUNDING AMOUNT
G/A-COMM SUBSTANCE ABUSE SVCS - 100618									
General Revenue (000326)**		PRVAS							
ADAMH Trust Fund TF (027005)****		PRVAS							
OCA Total =									

II.	A	B	C	D	E	F	G	H	I
			SYSTEM OF CARE ADMIN						
Cost Center	TOTAL FUNDING	Budgeted Base Unit Cost	ME ADMIN % Admin	ME ADMIN $	Network Provider % Admin	Network Provider Admin $	Total Budgeted Unit Cost	Total Budgeted Units	SERVICES FUNDING AMOUNT
16. Prevention Unit: non-direct staff hour									
17. Prevention/Intervention - Day Unit: 4-hr day									
30. Information and Referral (No TANF) Unit: staff hour									
Cost Center Totals =									
****Difference from OCA Totals=**									
Total System of Care Admin=									

*Represents the standard admin in the model rates. Actual admin may vary.

** Please review, adjust, and/or explain any differences between OCA totals and Cost Center totals.

Agency Name:	Total Contract Amount:
Contract #	Total Activity:
Revision #	Last Date Updated:
Original Submission Date:	

CHILDREN
PREVENTION SERVICES - 602002
SUBSTANCE ABUSE- BUDGET ENTITY - 60910604

I.	A	B	C	D	E	F	G	H	I
			SYSTEM OF CARE ADMIN						
CATEGORY/FUND	TOTAL FUNDING	OCA	ME ADMIN %		*PROVIDER 14%				SERVICES FUNDING AMOUNT
G/A-CHILD/ADOL SUBSTANCE ABUSE SVCS - 100420									
ADAMH Trust Fund TF (027005)****		PRVCS							
General Revenue (000326)**		PRVCS							
General Revenue (000326)**		SPJCS							
OCA Total =									

II.	A	B	C	D	E	F	G	H	I
			SYSTEM OF CARE ADMIN						
Cost Center	TOTAL FUNDING	Budgeted Base Unit Cost	ME ADMIN % Admin	ME ADMIN $	Network Provider % Admin	Network Provider Admin $	Total Budgeted Unit Cost	Total Budgeted Units	SERVICES FUNDING AMOUNT
16. Prevention Unit: non-direct staff hour									
17. Prevention/Intervention - Day Unit: 4-hr day									
30. Information and Referral (No TANF) Unit: staff hour									
Cost Center Totals =									
**Difference from OCA Totals=									
Total System of Care Admin=									

*Represents the standard admin in the model rates. Actual admin may vary.

** Please review, adjust, and/or explain any differences between OCA totals and Cost Center totals.

Agency Name:	**Total Contract Amount:**
Contract #	**Total Activity:**
Revision #	**Last Date Updated:**
Original Submission Date:	

CHILDREN
DETOXIFICATION - 602001
SUBSTANCE ABUSE- BUDGET ENTITY - 60910604

I.	A	B	C	D	E	F	G	H	I
			SYSTEM OF CARE ADMIN						
CATEGORY/FUND	TOTAL FUNDING	OCA	ME ADMIN %		*PROVIDER 14%				SERVICES FUNDING AMOUNT
G/A-CHILD/ADOL SUBSTANCE ABUSE SVCS - 100420									
ADAMH Trust Fund TF (027005)****		DTXCS							
General Revenue (000326)**		DTXCS							
TSTF (122023)**		DTXCS							
OCA Total =									

II.	A	B	C	D	E	F	G	H	I
			SYSTEM OF CARE ADMIN						
Cost Center	TOTAL FUNDING	Budgeted Base Unit Cost	ME ADMIN % Admin	ME ADMIN $	Network Provider % Admin	Network Provider Admin $	Total Budgeted Unit Cost	Total Budgeted Units	SERVICES FUNDING AMOUNT
24. Substance Abuse Detoxification (No TANF) Unit: bed-day									
32. Outpatient Detoxification (No TANF) Unit: 4-hr day									
48. Clinical Supervision for Evidence-Based Practices Unit: contact hour									
Cost Center Totals =									
****Difference from OCA Totals=**									
Total System of Care Admin=									

*Represents the standard admin in the model rates. Actual admin may vary.

** Please review, adjust, and/or explain any differences between OCA totals and Cost Center totals.

Agency Name:	**Total Contract Amount:**
Contract #	**Total Activity:**
Revision #	**Last Date Updated:**
Original Submission Date:	

ADULT
DETOXIFICATION - 603005
SUBSTANCE ABUSE- BUDGET ENTITY - 60910604

I.	A	B	C	D	E	F	G	H	I
			SYSTEM OF CARE ADMIN						
CATEGORY/FUND	**TOTAL FUNDING**	**OCA**	**ME ADMIN %**		***PROVIDER 14%**				**SERVICES FUNDING AMOUNT**
G/A-COMM SUBSTANCE ABUSE SVCS									
ADAMH Trust Fund TF (027005)****		DTXAS							
General Revenue (000326)**		DTXAS							
OCA Total =									

II.	A	B	C	D	E	F	G	H	I
			SYSTEM OF CARE ADMIN						
Cost Center	**TOTAL FUNDING**	**Budgeted Base Unit Cost**	**ME ADMIN % Admin**	**ME ADMIN $**	**Network Provider % Admin**	**Network Provider Admin $**	**Total Budgeted Unit Cost**	**Total Budgeted Units**	**SERVICES FUNDING AMOUNT**
24. Substance Abuse Detoxification (No TANF) Unit: bed-day									$ -
32. Outpatient Detoxification (No TANF) Unit: 4-hr day									
48. Clinical Supervision for Evidence-Based Practices Unit: contact hour									
Cost Center Totals =									
****Difference from OCA Totals=**									
Total System of Care Admin=									

*Represents the standard admin in the model rates. Actual admin may vary.

** Please review, adjust, and/or explain any differences between OCA totals and Cost Center totals.

Agency Name:	Total Contract Amount:
Contract #	Total Activity:
Revision #	Last Date Updated:
Original Submission Date:	

ADULT
TREATMENT & AFTERCARE - 603007
SUBSTANCE ABUSE- BUDGET ENTITY - 60910604

I.	A	B	C	D	E	F	G	H	I
			SYSTEM OF CARE ADMIN						
CATEGORY/FUND	TOTAL FUNDING	OCA	ME ADMIN %	*PROVIDER 14%					SERVICES FUNDING AMOUNT
G/A-COMM SUBSTANCE ABUSE SVCS - 100618									
ADAMH Trust Fund TF (027005)****		TRTAS							
General Revenue (000326)**		TRTAS							
ADAMH Trust Fund TF (027005)****		27HIV							
ADAMH Trust Fund TF (027005)****		27WOM							
General Revenue (000326)		39TC0							
WTTF TANF (401001)		39TC0							
GR-Indigent Drug Pro MOE (000326)**		DPG08							
FGTF - FL Acess to Rev (261015)		FATR5							
FGTF - Medicaid Adm (261015)		MAC04							
FGTF - Screen Interven Treat Pro (261015)		SB004							
General Revenue (000326)**		SPJAS							
ADAMH Trust Fund TF (027005)****		SPJAS							
OCA Total =	$ -		$ -		$ -				$ -

II.	A	B	C	D	E	F	G	H	I
			SYSTEM OF CARE ADMIN						
Cost Center	TOTAL FUNDING	Budgeted Base Unit Cost	ME ADMIN % Admin	ME ADMIN $	Network Provider % Admin	Network Provider Admin $	Total Budgeted Unit Cost	Total Budgeted Units	SERVICES FUNDING AMOUNT
01. Assessment Unit: contact hour									
02. Case Management Unit: direct staff hour									
04. Crisis Support/Emergency Unit: staff hour									
05. Day Care Unit: 4-hr day									
06. Day/Night Unit: 4-hr day									
07. Drop-In/Self Help Centers (No-TANF) Unit: facility day									
08. In-Home and On Site Unit: direct staff hour									
10. Intensive Case Management Unit: direct staff hour									
11. Intervention - Individual Unit: direct staff hour									
12. Medical Services (No TANF) Unit: contact hour									
14. Outpatient - Individual Unit: contact hour									
15. Outreach Unit: non-direct staff hour									
16. Prevention Unit: non-direct staff hour									
17. Prevention/Intervention - Day Unit: 4-hr day									
18. Residential Level I Unit: 24-hr day									
Residential Level I Enhanced Rate Unit: 24-hr day									
19. Residential Level II Unit: 24-hr day									
Residential Level II Enhanced Rate for Unit: 24-hr day									
20. Residential Level III Unit: 24-hr day									
21. Residential Level IV Unit: 24-hr day									
22. Respite Services Unit: contact hour									
23. Sheltered Employment (No TANF) Unit: 4-hr day									
25. Supported Employment Unit: direct staff hour									
26. Supportive Housing/Living Unit: direct staff hour									
27. TASC Unit: direct staff hour									
29. Aftercare Unit: direct staff hour									
30. Information and Referral (No TANF) Unit: staff hour									
35. Outpatient - Group Unit: contact hour									
36. Room and Board w/Supervision Level I Unit: 24-hr day									
37. Room and Board w/Supervision Level II Unit: 24-hr day									
38. Room and Board w/Supervision Level III Unit: 24-hr day									
39. Short-term Residential Treatment Unit: Bed-Day									
42. Intervention - Group Unit: contact hour									
43. Aftercare - Group Unit: contact hour									
46. Recovery Support - Individual Unit: direct staff hour									
47. Recovery Support - Group Unit: contact hour									
48. Clinical Supervision for Evidence-Based Practices Unit: contact hour									
Cost Center Totals =									
**Difference from OCA Totals=									
Total System of Care Admin=									

*Represents the standard admin in the model rates. Actual admin may vary

** Please review, adjust, and/or explain any differences between OCA totals and Cost Center totals.

Agency Name:	**Total Contract Amount:**
Contract #	**Total Activity:**
Revision #	**Last Date Updated:**
Original Submission Date:	

CHILDREN
RECOVERY & RESILIENCY - 503013
MENTAL HEALTH- BUDGET ENTITY - 60910506

I.	A	B	C	D	E	F	G	H	I
			SYSTEM OF CARE ADMIN						
CATEGORY/FUND	TOTAL FUNDING	OCA	ME ADMIN %		*PROVIDER 14%				SERVICES FUNDING AMOUNT
G/A-CHILDREN'S MENTAL HEALTH - 100435									
ADAMH Trust Fund TF (027005)*		CRRS1							
General Revenue (000326)*		CRRS1							
General Revenue -Children At Risk of ED (000326)		CARED							
FGTF-MIAMI-DADE Wrap Around Pro YR-1 (261015)		GMDW1							
General Revenue (000326)*		SMHC2							
General Revenue (000326)		SP5MA							
GR-JV Restor Incomp To Pro(000326)*		32N03							
FGTF - Title XXI (261015)		89Q13							
G/A-PURCHASED RESIDENTIAL TREATMENT SERVICES									
GR/MCAID & Non-MCAID MOE (000326)*		9PRNM							
GR/Purch Res Treatment-Medicaid Svcs (000326)		9PRTS							
G/A-PURCHASE/THERA SVCS CHILD									
General Revenue (000326)*		19MCB							

OCA Total =

II.	A	B	C	D	E	F	G	H	I
			SYSTEM OF CARE ADMIN						
Cost Center	TOTAL FUNDING	Budgeted Base Unit Cost	ME ADMIN % Admin	ME ADMIN $	Network Provider % Admin	Network Provider Admin $	Total Budgeted Unit Cost	Total Budgeted Units	SERVICES FUNDING AMOUNT
01. Assessment Unit: contact hour									
02. Case Management Unit: direct staff hour									
05. Day Care Unit: 4-hr day									
06. Day/Night Unit: 4-hr day									
07. Drop-In/Self Help Centers **(No-TANF)** Unit: facility day									
08. In-Home and On Site Unit: direct staff hour									
10. Intensive Case Management Unit: direct staff hour									
11. Intervention - Individual Unit: direct staff hour									
12. Medical Services **(No TANF)** Unit: contact hour									
14. Outpatient - Individual Unit: contact hour									
15. Outreach Unit: non-direct staff hour									
16. Prevention Unit: non-direct staff hour									
17. Prevention/Intervention - Day Unit: 4-hr day									
18. Residential Level I Unit: 24-hr day									
Residential Level I Enhanced Rate Unit: 24-hr day									
19. Residential Level II Unit: 24-hr day									
Residential Level II Enhanced Rate for ___ Unit: 24-hr day									
20. Residential Level III Unit: 24-hr day									
21. Residential Level IV Unit: 24-hr day									
22. Respite Services Unit: contact hour									
23. Sheltered Employment **(No TANF)** Unit: 4-hr day									
25. Supported Employment Unit: direct staff hour									
26. Supportive Housing/Living Unit: direct staff hour									
28. Incidental Expenses Unit: each $50 spent									
29. Aftercare - Individual Unit: direct staff hour									
30. Information and Referral **(No TANF)** Unit: staff hour									
34. FACT Teams **(No TANF)** Unit: staff hour									
35. Outpatient - Group Unit: contact hour									
36. Room and Board w/Supervision Level I Unit: 24-hr day									
37. Room and Board w/Supervision Level II Unit: 24-hr day									
38. Room and Board w/Supervision Level III Unit: 24-hr day									
39. Short-term Residential Treatment Unit: Bed-Day									
40. Mental Health Clubhouse Services Unit: Clubhouse staff hour									
42. Intervention - Group Unit: contact hour									
43. Aftercare - Group Unit: contact hour									
44. CCST Individual Unit: Staff Hour									
45. CCST -Group Unit: Contact Hour									
Cost Center Totals =									
****Difference from OCA Totals=**									
Total System of Care Admin=									

*Represents the standard admin in the model rates. Actual admin may vary.
** Please review, adjust, and/or explain any differences between OCA totals and Cost Center totals.

Agency Name:	**Total Contract Amount:**
Contract #	**Total Activity:**
Revision #	**Last Date Updated:**
Original Submission Date:	

CHILDREN
TREATMENT & AFTERCARE - 602003
SUBSTANCE ABUSE- BUDGET ENTITY - 60910604

I.	A	B	C	D	E	F	G	H	I
			SYSTEM OF CARE ADMIN						
CATEGORY/FUND	TOTAL FUNDING	OCA	ME ADMIN %		*PROVIDER 14%				SERVICES FUNDING AMOUNT
G/A-CHILD/ADOL SUBSTANCE ABUSE SVCS -100420									
ADAMH Trust Fund TF (027005)****		TRTCS							
General Revenue (000326)**		TRTCS							
TSTF (122023)**		TRTCS							
O&MTF (516015)**		TRTCS							
SSBGTF (639022)**		TRTCS							
ADAMH Trust Fund TF (027005)****		27CHV							
WTTF TANF (401001)		39TC1							
General Revenue (000326)**		SPJCS							
ADAMH Trust Fund TF (027005)****		SPJCS							
ATF (021060)**		SPJCS							
OCA Total =									

II.	A	B	C	D	E	F	G	H	I
			SYSTEM OF CARE ADMIN						
Cost Center	TOTAL FUNDING	Budgeted Base Unit Cost	ME ADMIN % Admin	ME ADMIN $	Network Provider % Admin	Network Provider Admin $	Total Budgeted Unit Cost	Total Budgeted Units	SERVICES FUNDING AMOUNT
01. Assessment Unit: contact hour									
02. Case Management Unit: direct staff hour									
04. Crisis Support/Emergency Unit: staff hour									
05. Day Care Unit: 4-hr day									
06. Day/Night Unit: 4-hr day									
07. Drop-In/Self Help Centers (No-TANF) Unit: facility day									
08. In-Home and On Site Unit: direct staff hour									
10. Intensive Case Management Unit: direct staff hour									
11. Intervention - Individual Unit: direct staff hour									
12. Medical Services (No TANF) Unit: contact hour									
13. Methadone Maintenance (No TANF) Unit: dosage									
14. Outpatient - Individual Unit: contact hour									
15. Outreach Unit: non-direct staff hour									
16. Prevention Unit: non-direct staff hour									
17. Prevention/Intervention - Day Unit: 4-hr day									
18. Residential Level I Unit: 24-hr day									
Residential Level I Enhanced Rate Unit: 24-hr day									
19. Residential Level II Unit: 24-hr day									
Residential Level II Enhanced Rate for Unit: 24-hr day									
20. Residential Level III Unit: 24-hr day									
21. Residential Level IV Unit: 24-hr day									
22. Respite Services Unit: contact hour									
23. Sheltered Employment (No TANF) Unit: 4-hr day									
25. Supported Employment Unit: direct staff hour									
26. Supportive Housing/Living Unit: direct staff hour									
27. TASC Unit: direct staff hour									
29. Aftercare Unit: direct staff hour									
30. Information and Referral (No TANF) Unit: staff hour									
35. Outpatient - Group Unit: Contact Hour									
36. Room and Board w/Supervision Level I Unit: 24-hr day									
37. Room and Board w/Supervision Level II Unit: 24-hr day									
38. Room and Board w/Supervision Level III Unit: 24-hr day									
39. Short-term Residential Treatment Unit: Bed-Day									
42. Intervention - Group Unit: contact hour									
43. Aftercare - Group Unit: contact hour									
46. Recovery Support - Individual Unit: direct staff hour									
47. Recovery Support - Group Unit: contact hour									
48. Clinical Supervision for Evidence-Based Practices Unit: contact hour									
Cost Center Totals =									
****Difference from OCA Totals=**									
Total System of Care Admin=									

*Represents the standard admin in the model rates. Actual admin may vary

** Please review, adjust, and/or explain any differences between OCA totals and Cost Center totals.

Agency Name:	**Total Contract Amount:**
Contract #	**Total Activity:**
Revision #	**Last Date Updated:**
Original Submission Date:	

ADULT
RECOVERY & RESILIENCY - 502018
MENTAL HEALTH- BUDGET ENTITY - 60910506

I.	A	B	C	D	E	F	G	H	I
			SYSTEM OF CARE ADMIN						
CATEGORY/FUND	TOTAL FUNDING	OCA	ME ADMIN %		*PROVIDER 14%				SERVICES FUNDING AMOUNT
G/A-ADULT COMM. MENTAL HEALTH- 100610									
ADAMH Trust Fund TF (027005)		ARRS1							
O&MTF (027005)		ARRS1							
General Revenue (000326)		ARRS1							
GR/AGAPE Farm Ministry (000326)*		ARMND							
GR/Comm Forensic Beds-Adult Svc (000326)		CFBAS							
ADAMH Trust Fund - FACT Admin (027005)		FTA19							
General Revenue - FACT Admin (000326)		FTA19							
FGTF -FMGPMA - Medicaid Admin (261015)		FTA19							
General Revenue - FACT svcs (000326)		FTS19							
FGTF -FGGGJD - Jail Diversion Pro (261015)		GJDT1							
FGTF-FGGGPT-Trans From Homelessness (261015)		GX018							
O&MTF (027005)		MHS18							
General Revenue (000326)		SMHA2							
WTTF TANF (401001)		39A18							
GR -Pre Admin Screen Rev MCAID ADM(000326)		9QPSR							
FGTF-FMGPMA-Pre Admin Screen Rev MCAID (261015)		9QPSR							
G/A-INDIGENT PSYCH MEDICATION PRO									
General Revenue (000326)*		ARRS1							
G/A-BAKER ACT SERVICES - 100611									
General Revenue (000326)*		ARRS1							
OCA Total =									

II.	B	C	D	E	F	G	H	I
		SYSTEM OF CARE ADMIN						
Cost Center	Budgeted Base Unit Cost	ME ADMIN % Admin	ME ADMIN $	Network Provider % Admin	Network Provider Admin $	Total Budgeted Unit Cost	Total Budgeted Units	SERVICES FUNDING AMOUNT
01. Assessment Unit: contact hour								
02. Case Management Unit: direct staff hour								
05. Day Care Unit: 4-hr day								
06. Day/Night Unit: 4-hr day								
07. Drop-In/Self Help Centers(No-TANF) Unit: facility day								
08. In-Home and On Site Unit: direct staff hour								
10. Intensive Case Management Unit: direct staff hour								
11. Intervention - Individual Unit: direct staff hour								
12. Medical Services (No TANF) Unit: contact hour								
14. Outpatient - Individual Unit: contact hour								
15. Outreach Unit: non-direct staff hour								
16. Prevention Unit: non-direct staff hour								
17. Prevention/Intervention - Day Unit: 4-hr day								
18. Residential Level I Unit: 24-hr day								
Residential Level I Enhanced Rate Unit: 24-hr day								
19. Residential Level II Unit: 24-hr day								
Residential Level II Enhanced Rate for ___ Unit: 24-hr day								
20. Residential Level III Unit: 24-hr day								
21. Residential Level IV Unit: 24-hr day								
22. Respite Services Unit: contact hour								
23. Sheltered Employment (No TANF) Unit: 4-hr day								
25. Supported Employment Unit: direct staff hour								
26. Supportive Housing/Living Unit: direct staff hour								
28. Incidental Expenses Unit: each $50 spent								
29. Aftercare - Individual Unit: direct staff hour								
30. Information and Referral (No TANF) Unit: staff hour								
34. FACT Teams (No TANF) Unit: staff hour								
35. Outpatient - Group Unit: contact hour								
36. Room and Board w/Supervision Level I Unit: 24-hr day								
37. Room and Board w/Supervision Level II Unit: 24-hr day								
38. Room and Board w/Supervision Level III Unit: 24-hr day								
39. Short-term Residential Treatment Unit: Bed-Day								
40. Mental Health Clubhouse Services Unit: Clubhouse staff hour								
42. Intervention - Group Unit: contact hour								
43. Aftercare - Group Unit: contact hour								
44. CCST-Individual Unit: Staff Hour								
45. CCST -Group Unit: Contact Hour								
Cost Center Totals =								
****Difference from OCA Totals=**								
Total System of Care Admin=								

*Represents the standard admin in the model rates. Actual admin may vary
** Please review, adjust, and/or explain any differences between OCA totals and Cost Center totals.

Exhibit C

SYSTEM OF CARE
CONSOLIDATED PROGRAM DESCRIPTION

The Managing Entity shall prepare and submit the following proposed System of Care Consolidated Program Description to the Department for approval prior to the start of the contract period or as required by the Department. Once a contract has been signed, the Managing Entity shall prepare and submit a final version of the System of Care Consolidated Program Description to the Department. Modifications to the program description will be resubmitted in accordance with the Program Description Guidelines.

Managing Entity Organizational Profile

(This includes the total operations of the Managing Entity and must include all services being provided under this Department's contract with the Managing Entity.)

A. ORGANIZATION NAME:

(The legal name of the Managing Entity that will assume/sign the contract)

_____

Subdivision/Department Administering Services (as appropriate):

_____

B. ORGANIZATION ADDRESS:

_____

_____

_____

( )_____ ( )_____

Phone Number: Fax Number:

Federal ID Number _____ National Provider Identifier_____

C. ORGANIZATIONAL OFFICIALS AND OFFICERS

1. Board President/Chairperson: _____
2. Chief Executive Officer: _____
3. Chief Operating Officer: _____
4. Chief Financial Officer: _____
5. Data Security Officer: _____

Exhibit C

SYSTEM OF CARE
CONSOLIDATED PROGRAM DESCRIPTION

D. ORGANIZATIONAL CAPACITY (Managing Entity only)

1. Annual Operating Budget: $ _____
   (Include all revenue sources)

2. Number of employees: _____

3. Geographic area(s) served: _____

   _____

4. Accreditations: _____

   _____

5. Major Funders: _____
   (Circuits define "major")

   _____

6. Year of Incorporation: _____

7. Corporate Mission Statement: _____

   _____

   _____

8. Summary Description of Organization's Services:

   _____

   _____

9. Chart of major organizational units: *(Attach as an exhibit to the Organizational Profile)*

10. Not–For–Profit Incorporation _____
    (Attach documentation of Not-for-profit statues)

Exhibit C

SYSTEM OF CARE
CONSOLIDATED PROGRAM DESCRIPTION

Inventory of Proposed Services

E. Total Contract Funding Request: $ _____
(Provide totals for each year of the contract)(SAMH funding)

F. Projected Numbers Served, By Target Population:

Population	Total Number Contract Funded *(Includes: SAMH and Local Match funds)*	Number Contract Funded - Inpatient *(Includes: SAMH and Local Match funds)*	Number Contract Funded - Outpatient *(Includes: SAMH and Local Match funds)*	Number Contract Funded with Child Welfare Involvement *(Includes: SAMH and Local Match funds)*	Number served by an evidence based practice
Adult Mental Health					
Persons with Severe & Persistent Mental Illness					
Adults with Serious & Acute Episodes of Mental Illness					
Adults with Mental Health Problems					
Adults with Forensic Involvement					
Other Populations to be Served					
Children's Mental Health					
Children with Serious Emotional Disturbance					
Children with Emotional Disturbance					
Children at Risk of Emotional Disturbance					
Other Populations to be Served					
Adult Substance Abuse					
Adults with Substance Abuse					
Other Populations to be Served					
Children's Substance Abuse					
Children with Substance Abuse					
Other Populations to be Served					

Exhibit C

SYSTEM OF CARE
CONSOLIDATED PROGRAM DESCRIPTION

G. Service Delivery for This Contract:

	Adult Mental Health	Children's Mental Health	Adult Substance Abuse	Children's Substance Abuse
Number of Subcontractors providing services				
Number of Sites Providing Services				
Number of Substance Abuse Licensed Programs				
Number of Family Intervention Specialists				
Number of Designated Public Receiving Facilities				
Number of SAMH state and federal grants or awards (i.e., PPG, CMHSOC, Project Warm)				
Number of Community Anti-Drug Coalitions with Department approved Comprehensive Community Action Plans			# of Plans Prioritizing: Reducing underage drinking ___ Reducing prescription drug misuse/abuse ___ Reducing marijuana abuse ___ Reducing adult alcohol misuse/abuse ___ Total Coalitions ___	

Indicate the number of beds available in the System of Care:

	Crisis/ Emergency Beds (CSU and Detox)	Residential I and Short Term Residential	Residential II	Residential III	Residential IV	In-Patient
Adult Mental Health		Room and Board with Supervision Level 1 ___ Res only ___	Room and Board with Supervision Level 2 ___ Res only ___	Room and Board with Supervision Level 3___ Res only ___		
Children's Mental Health		Room and Board with Supervision Level 1 ___ Res only ___	Room and Board with Supervision Level 2 ___ Res only ___	Room and Board with Supervision Level 3___ Res only ___		
Adult Substance Abuse		Room and Board with Supervision Level 1 ___ Res only ___	Room and Board with Supervision Level 2 ___ Res only ___	Room and Board with Supervision Level 3 ___ Res only ___		
Children's Substance Abuse		Room and Board with Supervision Level 1 ___ Res only ___	Room and Board with Supervision Level 2 ___ Res only ___	Room and Board with Supervision Level 3___ Res only ___		

Exhibit C

SYSTEM OF CARE
CONSOLIDATED PROGRAM DESCRIPTION

Individual Completing the Document:

Name: _____

Title: _____

Phone: ( ) _____ **Fax: ( )** _____

E-mail Address: _____

CHANGES MADE TO THE ORGANIZATIONAL PROFILE SHALL BE MADE WITHIN THE PROGRAM DESCRIPTION GUIDELINES AND REQUIRE THE SIGNATURE OF BOTH THE DEPARTMENT AND MANAGING ENTITY CONTRACT SIGNER OR THEIR DESIGNEE.

_____

Department Date

_____

Managing Entity Date

MANAGING ENTITY
REQUEST FOR PAYMENT

a. AGENCY NAME: _____ b. CONTRACT No.: _____

c. REQUEST MONTH/ YEAR OF SERVICE: _____

d. FEDERAL ID #: _____ g. REMAINING MONTHS IN STATE FISCAL YEAR: _____

e. VENDOR ID (if different than Fed ID): _____ h. TYPE OF REQUEST ADVANCE _____

REGULAR _____

f. ADDRESS (Number, City, State, Zip): _____ FISCAL YEAR FINAL _____

_____

PART 1 - EARNINGS

	1	2	3	4	5	6	7	8	9
	ACTIVITY	Contract Amount (from Funding Detail)	Paid YTD (including advances)	Balance: Contract Funds	Services Amount Requested (1/12 Services)	ME amount Requested (1/12 ME Admin)	Total Requested	MTD Units Provided**	YTD Units Provided**
1	SA Treatment and Aftercare			$0.00			$0.00		
2	SA Detoxification			$0.00			$0.00		
3	SA Prevention			$0.00			$0.00		
4	MH Revcovery and Resilience			$0.00			$0.00		
5	MH Crisis Stabilization			$0.00			$0.00		
6	Incidentals*			$0.00			$0.00		
7	Performance Adjustment +/-						$0.00		
	Total	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		

	Less Advance
	Less Interest
$0.00	GRAND TOTAL

* Indicate program (FACT, FIS, etc)

** As verified by the Department's SAMHIS data system

PART 2 - CERTIFICATION & APPROVAL

i. I certify the above to be accurate and in agreement with this agency's records and with the terms of this agency's contract with the department. Additionally, I certify that all client demographic and service event data has been submitted to the department in accordance with the terms and conditions of this contract.

Signature _____ Title _____ Date _____

For DCF Contract Manager use only:

Date Invoice Received:	
Date Goods/Services Received:	
Date Inspected and Approved:	
Approved By:	
Contract Manager:	

PART 3 - FUNDING DISTRIBUTION

	A	B	C	D	E
	Org Code	Category	OCA	EO	Amount to be Paid
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
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Budget Entity

Exhibit D

AGENCY NAME: _____ CONTRACT NO.: _____

REQUEST MONTH/ YEAR OF SERVICE: _____

Activity

Emergency Stabilization - 502004

Cost Centers	Units of Service	
	MOS Total Units	YTD Total Units
Crisis Stabilization **(No TANF)**	0.00000	0.00000
Crisis Support/Emergency	0.00000	0.00000
Inpatient **(No TANF)**	0.00000	0.00000

Recovery & Resiliency Services - 502018

Cost Centers	Units of Service	
	MOS Total Units	YTD Total Units
Residential Level I	0.00000	0.00000
Residential Level I - Enhanced Rates	0.00000	0.00000
Residential Level II	0.00000	0.00000
Residential Level III	0.00000	0.00000
Residential Level IV	0.00000	0.00000
Room & Board w/Supervision Lev I	0.00000	0.00000
Room & Board w/Supervision Lev II	0.00000	0.00000
Room & Board w/Supervision Lev III	0.00000	0.00000
Short-term Residential Treatment	0.00000	0.00000
Case Management	0.00000	0.00000
Intensive Case Management	0.00000	0.00000
Assessment	0.00000	0.00000
Day Care	0.00000	0.00000
Day/Night	0.00000	0.00000
Intervention - Individual	0.00000	0.00000
Intervention - Group	0.00000	0.00000
Medical Services **(No TANF)**	0.00000	0.00000
Outpatient - Individual	0.00000	0.00000
Outpatient - Group	0.00000	0.00000
Sheltered Employment **(No TANF)**	0.00000	0.00000
Drop -In/Self-Help Centers **(No TANF)**	0.00000	0.00000
In-Home and On Site	0.00000	0.00000
Outreach	0.00000	0.00000
Prevention	0.00000	0.00000
Respite Services	0.00000	0.00000
Supported Employment	0.00000	0.00000
Supportive Housing/Living	0.00000	0.00000
Aftercare - Individual	0.00000	0.00000
Aftercare - Group	0.00000	0.00000
Information & Referral **(No TANF)**	0.00000	0.00000
Mental Health Clubhouse Services	0.00000	0.00000

Recovery & Resiliency Fact- 502018

Cost Centers	Units of Service	
	MOS Total Units	YTD Total Units
Fact Team **(No TANF)**	0.00000	0.00000

Recovery & Resiliency CCST- 502018

Cost Centers	Units of Service	
	MOS Total Units	YTD Total Units
CCST	0.00000	0.00000

Recovery & Resiliency Incident- 502018

Cost Centers	Units of Service	
	MOS Total Units	YTD Total Units
Incidental	0.00000	0.00000

Exhibit E

Managing Entity
Scope of Work

	Responsibility
A. Utilization Management: - Systems to ensure cost-effective utilization of treatment services towards elimination of wait lists, promoting co-occurring services, maximum utilization of appropriate treatment resources and the delivery of clinically appropriate services and meet all required outcome measures.	
1. Eligibility Determination	SFBHN
2. Service Authorization for higher levels of care (Detoxification, CSU, IP, Residential, etc)	SFBHN
3. Care Management	SFBHN
4. Real Time Management (no later than one week from receipt of raw data)	SFBHN
5. Retrospective Management	SFBHN
6. Trend Projection to Improve UM	SFBHN
B. Network / Subcontractor Management: Conducts a recurring, systematic review of network subcontractors' operations and service provision using processes that will ensure (i) accountability for performance and quality of services; (ii) evaluation of fiscal management and financial strength of network providers; (iii) DCF is always payer of last resort; and (iv) meet all required outcome measures.	
1. Access Standards and Management	SFBHN
2. Web Registration	SFBHN
3. Subcontractor Performance Monitoring/Accountability	SFBHN
4. Background Screening	SFBHN
5. Onsite Operational Annual Audits (every 6 months in first 12 month period of Provider contract)	SFBHN
6. Evaluation to determine need to re-procure Department Provider contracts turned over to ME within first 6 months of ME contract to be submitted to DCF.	SFBHN
C. Data Collection, Reporting, and Analysis: The activities that use data elements to track revenue and expenditures (at the cost center level), utilization, quality of care, access to services, individuals served, and service outcomes within the network of subcontractors, as well as perform various requires EHR-type functions.	
1. Collect and report data as required in Negotiation Guidelines	SFBHN
2. IT Architecture that integrates and correlates service recipient provider data, clinical data, activities, and invoice processing information in single repository	SFBHN
3. Real Time capacity	SFBHN
4. Ensure that DCF is Payer of Last Resort by linking eligible individuals to appropriate funding streams, connecting to Medicaid Eligible data or any other necessary data or systems to assure 100% compliance	SFBHN
5. Provider input to go into ME data system within first six months of contract	SFBHN
6. Ability to generate systematic reports (e.g., utilization by provider, service recipient, special populations; utilization across providers in network; and outcomes by provider, service recipient, and network-wide; and cost by service, service recipient, provider and network-wide; service rates; predictive modeling)	SFBHN
7. Ability to track and report system of care administrative costs real time	SFBHN
8. Ability to exchange electronic data files	SFBHN
9. Specific Plan within first 60 days to ensure all Providers meet requirement to have EHR by December 31, 2014.	SFBHN