

**THIS AMENDMENT**, entered into between the State of Florida, **Department of Children and Families**, hereinafter referred to as the “**Department**,” and **South Florida Behavioral Health Network, Inc.**, hereinafter referred to as the “**Provider**,” amends **Contract No. KH225**.

**PREAMBLE:** The purpose of Amendment #0021 to Contract No. KH225 is to execute a restatement amendment incorporating the revised Attachment I and Exhibits and renumbers contract documents accordingly.

1. **Page 9, Standard Contract, after IN WITNESS THEREOF, delete “seventy (70)” and replace with “sixty-eight (68)”.**
2. **Pages 10 – 42, Attachment I (dated 07/01/2014), as previously amended on Page 1 of Amendment #0016, are hereby deleted in their entirety and Revised Pages 10 – 40, Revised Attachment I (dated 07/01/2015) are inserted in lieu thereof and attached hereto.**
3. **Page 43 – 61, Exhibits A – F (dated 07/01/2014), as previously amended on Page 1 of Amendment #0016, are hereby deleted in their entirety and Revised Pages 41 – 59, Revised Exhibits A – F (dated 07/01/2015), are inserted in lieu thereof and attached hereto.**
4. **Page 62, Attachment II (dated 12/16/10), Certification Regarding Lobbying, as previously amended on Page 1 of Amendment #0016, is hereby renumbered as Page 60.**
5. **Pages 63 – 65, Attachment III, Financial and Compliance Audit dated (07/01/2014) is hereby deleted in their entirety and Revised Pages 61 – 63, Attachment III, Financial and Compliance Audit (dated 5/4/2015), are inserted in lieu thereof and attached hereto.**
6. **Pages 66 – 70, Attachment IV, Protected Health Information (dated 07/01/2014), as previously amended on Page 1 of Amendment #0016, are hereby renumbered as Pages 64 – 68.**

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

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

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

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

**Signature Page Follows**

July 1, 2015

Contract No. KH225  
Amendment #0021

IN WITNESS THEREOF, the parties hereto have caused this fifty-five (55) 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: John W. Dow

SIGNED BY: Bronwyn Stanford

NAME: John W. Dow

NAME: Bronwyn Stanford

TITLE: President and Chief Executive Officer

TITLE: Regional Managing Director

DATE: 6/12/15

DATE: 6/12/15

FEDERAL ID NUMBER: 59-3380599

## ATTACHMENT I

### A. Services To Be Provided

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

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

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

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

- a. **Behavioral Health Network (BNet):** A statewide network of providers of Behavioral Health Services that serve children with mental health or substance use disorders, who are ineligible for Medicaid, and are determined eligible for Title XXI of the United States Public Health Services Act.
- b. **Behavioral Health Services:** As defined by *s. 394.9082(2)(a), F.S.*
- c. **Block Grants:** The Community Mental Health Block Grant (CMHBG), pursuant to *42 U.S.C. s. 300x, et. seq.*, and the Substance Abuse Prevention and Treatment Block Grant (SAPTBG), pursuant to *42 U.S.C. s. 300x-21, et. seq.*
- d. **Continuous Quality Improvement (CQI):** An ongoing, systematic process of internal and external improvements in service provision and administrative functions, taking into account both in process and end of process indicators, in order to meet the valid requirements of Individuals Served.
- e. **Electronic Health Record (EHR):** As defined by *s. 408.051(2)(a), F.S.*
- f. **Electronic Vault:** An information technology system provided by the Managing Entity designed to store, manage, and track electronic versions of original and scanned documents, and provide remote document access to regional and Headquarters Department staff.
- g. **Evidence-Based Practice (EBP):** As defined by *Incorporated Document 1: Evidence-Based Guidelines*, which is incorporated herein by reference.
- h. **Indigent Drug Program (IDP):** Behavioral Health Services provided pursuant to *s. 394.676, F.S.*
- i. **Individual(s) Served:** An individual who receives substance abuse or mental health services, the cost of which is paid, either in part or whole, by Department appropriated funds or local match (matching).
- j. **Juvenile Incompetent to Proceed (JITP):** "Child," "juvenile" or "youth" as defined by *s. 985.03(6), F.S.*, deemed incompetent to proceed for accused crimes as specified in *s. 985.19, F.S.*
- k. **Local Match:** As defined by *ss. 394.74; and .76, F.S.*
- l. **Managing Entity:** As defined by *s. 394.9082(2)(d), F.S.* Throughout Attachment I, the term Managing Entity is synonymous with the definition of Provider in the Department's Standard Contract.

- m. **Mental Health Services:** As defined by *s. 394.67(15), F.S.*
- n. **Mental Health Treatment Facilities:** Civil and forensic state Mental Health Treatment Facilities serving adults who have been committed for intensive inpatient treatment by a circuit court and pursuant to *Chapters 394 and 916, F.S.*
- o. **Network Service Provider(s):** A direct service agency providing Substance Abuse or Mental Health Services that is under contract with a Managing Entity, and referred to collectively as the "Network." The Network shall consist of a comprehensive array of Behavioral Health Services and programs that are designed to meet the local need, are accessible and responsive to the needs of Individuals Served, their families, and community stakeholders, and includes the following elements:
- (1) Prevention and early intervention;
  - (2) Emergency care;
  - (3) Acute care;
  - (4) Residential treatment;
  - (5) Outpatient treatment;
  - (6) Rehabilitation;
  - (7) Supportive intervention;
  - (8) Recovery support; and
  - (9) Consumer support services.
- p. **Operational Costs:** The allowable expenses incurred by a Managing Entity in performing its contracted functions and delivering its contracted services.
- q. **Projects for Assistance in Transition from Homelessness (PATH):** A federal grant to support homeless individuals with mental illnesses, who may also have co-occurring substance abuse and mental health treatment needs.
- r. **Risk Assessment:** A process for evaluating the threat of damage, loss, liability, or other negative occurrence caused by external or internal vulnerabilities that may be avoided through pre-emptive action. An effective Risk Assessment prioritizes the extent and degree of appropriate monitoring activities.
- s. **Safety Net:** The publicly funded Behavioral Health Services and providers that have either historically received or currently receive funding appropriated to the Department by the General Appropriations Act (GAA). The Safety Net is intended to provide funding to Network Service Providers for expenditures that would otherwise be uncompensated costs for services provided to individuals in need of services.
- t. **Stakeholders:** Individuals or groups with an interest in the provision of treatment or prevention services to individuals with substance use, mental health, and co-occurring disorders in the county(ies) specified in **Section A.2.a.(2)**. This includes, but is not limited to, the key community constituents included in *s. 394.9082(6)(f)5., F.S.*
- u. **Statewide Inpatient Psychiatric Programs (SIPP):** Medicaid-funded services to children under age 18 provided in a residential treatment center or hospital, licensed by the Agency for

Health Care Administration (AHCA), which provides diagnostic and active treatment services in a secure setting. SIPP providers must be under contract with AHCA and provide these services in accordance with *Chapters 394, 408, and 409, F.S.*, and *Rules 59G-4.120 and 65E-9.008(4), F.A.C.*

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

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

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

y. **Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI) Outreach, Access, and Recovery (SOAR):** A Substance Abuse and Mental Health Services Administration (SAMHSA) technical assistance initiative designed to help individuals increase earlier access to SSI and SSDI through improved approval rates on initial Social Security applications by providing training, technical assistance, and strategic planning to Network Service Providers.

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

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

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

## 2. General Description

### a. General Statement

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

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

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

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

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

(2) The Department is contracting with the Managing Entity to subcontract with qualified Network Service Providers, to provide publicly funded Behavioral Health Services pursuant to s. 394.9082, F.S.,

(a) Located within the following county(ies): Miami-Dade and Monroe Counties; and;

(b) The Regionally Necessary Services specified in Exhibit F.

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

**b. Scope of Service**

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

(2) The Managing Entity shall comply with all applicable federal and state laws and regulations and all policies, directives and guidelines published by the Department. In the event the Department has cause to amend any policies, directives, or guidelines after contract execution, the Department will provide electronic notice to the Managing Entity.

(3) The Managing Entity shall be responsible for the implementation, administration, monitoring, and compliance with the requirements of the Block Grants, in accordance with ***Exhibit A – Federal Requirements***. The Department will provide technical assistance to the Managing Entity. The Managing Entity agrees that failure to comply with the requirements of these federal Block Grants represents a material breach of this contract, and shall subject the Managing Entity to performance deficiencies and financial consequences as specified in ***Standard Contract, Section 21***.

**3. Individuals to be Served**

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

**b. Individuals Served:** Behavioral Health services shall be provided to persons pursuant to s. 394.674, F.S., including those individuals who have been identified as requiring priority by state or federal law. These identified priorities include, but are not limited to, the categories in

*subsections (1) through (10)*, below. Persons in *subsections (1) and (2)* are specifically identified as persons to be given immediate priority over those in any other categories.

- (1) Pursuant to *45 C.F.R. s. 96.131*, priority admission to pregnant women and women with dependent children by Network Service Providers receiving SAPT Block Grant funding;
- (2) Pursuant to *45 C.F.R. s. 96.126*, compliance with interim services, for injection drug users, by Network Service Providers receiving SAPT Block Grant funding and treating injection drug users;
- (3) Priority for services to families with children that have been determined to require substance abuse and mental health services by child protective investigators and also meet the target populations in *subsections (a) or (b)*, below. Such priority shall be limited to individuals that are not enrolled in Medicaid or another insurance program, or require services that are not paid by another payor source:
  - (a) Parents or caregivers in need of adult mental health services pursuant to *s. 394.674(1)(a)2, F.S.*, based upon the emotional crisis experienced from the potential removal of children; and
  - (b) Parents or caregivers in need of adult substance abuse services pursuant to *s. 394.674(1)(c)3, F.S.*, based on the risk to the children due to a substance use disorder.
- (4) Individuals who reside in civil and forensic state Mental Health Treatment Facilities and individuals who are at risk of being admitted into a civil or forensic state Mental Health Treatment Facility pursuant to *s. 394.4573, F.S., Rules 65E-15.031 and 65E-15.071, F.A.C.*;
- (5) Individuals who are voluntarily admitted, involuntarily examined, or placed under *Part I, Chapter 394, F.S.*;
- (6) Individuals who are involuntarily admitted under *Part V, Chapter 397, F.S.*;
- (7) Residents of assisted living facilities as required in *ss. 394.4574 and 429.075, F.S.*;
- (8) Children referred for residential placement in compliance with *Ch. 65E-9.008(4), F.A.C.*; and
- (9) Inmates approaching the End of Sentence pursuant to *Children and Families Operating Procedure (CFOP) 155-47: Processing Referrals From The Department Of Corrections.*
- (10) In the event of a Presidential Major Disaster Declaration, Crisis Counseling Program (CCP) services shall be contracted for according to the terms and conditions of any CCP grant award approved by representatives of the Federal Emergency Management Agency (FEMA) and the Substance Abuse and Mental Health Services Administration (SAMHSA).

c. **Determination of Individuals Served**

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

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

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

**d. Contract Limits**

(1) The Department's obligation to pay for services provided under this contract is expressly limited by the availability of funds and subject to annual appropriations by the Legislature.

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

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

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

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

**B. Manner of Service Provision**

**1. Service Tasks**

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

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

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

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

- 1) *Section 394.4574(3), F.S.;*
- 2) *Section 394.745, F.S.;*
- 3) *Section 394.461(4)(a)-(c), F.S.;*
- 4) *Section 394.75, F.S.;*
- 5) The Long Range Program Plan for the Department;



- 6) The Annual Business Plan for the Department;
- 7) Regional operational plans to assist in the development and implementation of the Strategic Plan for the Department; and
- 8) Any ad-hoc plans requested by the Department.

(c) **Federal Planning:** The Managing Entity shall collect and provide data and program information to the Department for the completion of Block Grant application, plans, and reports.

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

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

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

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

(g) Within 90 days of execution, the Managing Entity shall submit, a record transition plan to be implemented in the case of contract termination or non-renewal by either party, in accordance with *Incorporated Document 4: Managing Entity Expiration, Termination and Transition Planning Requirements*.

(2) **Function 2. Implementation**

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

(b) **Coordination of Care:** The Managing Entity shall develop and submit a coordination of care plan within 60 days of execution for Department approval prior to

implementation. The Managing Entity shall update the care coordination plan annually, no later than July 15. The plan shall, at minimum, address the following areas:

- 1) Specify methods that will be used to reduce, manage, and eliminate Waitlists for services;
- 2) Promote increased planning, use, and delivery of services to individuals, including those with co-occurring substance abuse and mental health disorders;
- 3) Promote access to clinically appropriate services by ensuring the use of screening, assessment, and placement tools designed to identify an appropriate level and intensity of care for an individual;
- 4) Promote the use of service outcome data to achieve desired outcomes;
- 5) Include a methodology to ensure that people are served at the clinically indicated least restrictive level of care and are diverted from higher levels of care when appropriate; and
- 6) Monitor and implement system changes to promote effectiveness.

**(3) Function 3. Administration**

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

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

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

**10) Prevention Partnership Grants (PPG):** The Managing Entity shall be responsible for contracting, and providing oversight of the PPG, *s. 397.99, F.S.* The Managing Entity shall require that all Network Service Providers receiving PPG funding complete the Evidence-Based Self-Assessment Survey annually;

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

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

**13)** The Managing Entity must comply with the applicable obligations under *42 U.S.C., ss. 601, et. seq.* The Managing Entity agrees that TANF funds shall be expended for TANF participants as outlined in ***Incorporated Document 16: Temporary Assistance to Needy Families (TANF) Guidance.***

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

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

**(e) Quality Management**

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

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

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

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

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

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

**(4) Function 4. Monitoring**

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

- 1) A Risk Assessment to develop an annual monitoring schedule.
- 2) A statistically valid sampling methodology to ensure that Network Service Providers have an onsite monitoring by the Managing Entity, at least once every three years, if accredited.
- 3) The monitoring schedule shall distinguish between onsite monitoring and desk reviews.
- 4) The development of policies, procedures, and tools for the scope of monitoring, which shall include:

a) General Contract monitoring that will include:

- i. Fiscal stability;
- ii. Records;
- iii. Corrective Action Plan review;
- iv. Audits;
- v. Accounting System;
- vi. Insurance;
- vii. Sponsorship;
- viii. Publicity;
- ix. Lobbying;
- x. Client Risk and Incident Reporting;
- xi. Intellectual Property Rights;
- xii. Data Security;
- xiii. Confidentiality of Client Information;
- xiv. Assignments and Subcontracts; and
- xv. Grievance Procedures.

b) Program monitoring that will include:

- i. Scope of service;
- ii. Service tasks;
- iii. Staffing requirements;
- iv. Deliverables
- v. Data validation;

- vi. Performance specifications;
  - vii. Network Service Provider responsibilities; and
  - viii. Method of payment.
- c) Background Screening monitoring that will include:
- i. Level 1 and 2 screening;
  - ii. Screening exemptions or exclusions; and
  - iii. Attestations.
- d) Policies and procedures that comply with *s. 394.9082(7)(e), F.S.*
- (b) The Managing Entity shall monitor Network Service Providers, in compliance with *s. 402.7306, F.S.*, and *CFOP 75-8*. Monitoring shall include, but is not limited to:
- 1) Compliance with federal and state confidentiality laws;
  - 2) Compliance with the requirements and restrictions of the Block Grant funds, and accompanying maintenance of efforts requirements;
  - 3) State and federal grant programs;
  - 4) Compliance with specific appropriations, or GAA directed projects;
  - 5) Compliance with TANF;
  - 6) Compliance with the provisions of *Ch. 65E-14, F.A.C.*; and
  - 7) A sample of case management records to verify that services identified in community living support plans for residents of Assisted Living Facilities with Limited Mental Health Licenses are provided pursuant to *s. 394.4574, F.S.*
- (c) The Managing Entity shall make available to the Department, the results of both planned and ad hoc monitoring, by uploading to the electronic vault, within 30 days of completion.

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

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

- (a) The Managing Entity shall develop and implement policies and procedures that protect and maintain the confidentiality of sensitive information of Individuals Served.
- (b) The Managing Entity shall require accurate and timely data entry required from Network Service Providers for performance outcomes measurement, in accordance with *PAM 155-2*, and *s. 394.74(3)(e), F.S.* The data must:
- 1) Enable expenditures to be tracked by program, fund type, and service;
  - 2) Capture service utilization by type and recipient, and
  - 3) Document quality of care, access to services, and outcomes for each Individual Served within the Network.

- (c) The Managing Entity shall electronically submit all data, as specified in *PAM 155-2*, to the SAMH Data System by the 18<sup>th</sup> of each month. Each month, the Managing Entity shall review the Department's file upload history in the SAMH Data System to determine the number of records accepted, updated, and rejected. Based on this review, the Managing Entity shall correct the erroneous records for resubmission in the SAMH Data System within 60 days after submission.
- (d) The Department will provide a monthly data acceptance rate report to the Managing Entity. The Managing Entity shall maintain a minimum 95% data acceptance rate.
- (e) Within 60 days of execution, the Managing Entity shall submit an information technology plan for Department approval prior to implementation. This plan shall be reviewed annually for progress. The plan shall demonstrate that the Managing Entity's data system shall be able to meet the following minimum requirements:
- 1) The exchange of screening and assessment results among Network Service Providers to better coordinate care as outlined in the current Information Technology Plan;
  - 2) Automated referral and electronic consent for release of confidential information within and between Network Service Providers;
  - 3) Integrated processes for tracking and coordinating intake, admission, discharge and follow-up throughout the Network;
  - 4) Electronic reconciliation of invoices submitted to the Department, including reconciliation of the amount of funding and services specified in this contract;
  - 5) Electronic reconciliation of the Managing Entity's audit report and data information system for Individuals Served;
  - 6) Automated processes for state and federal data analysis and reporting; and
  - 7) Compliance with federal and state laws, and regulations pertaining to security and privacy of protected health information.
- (f) The Managing Entity shall provide Department approved Regional and Headquarters staff with access to its data system for Department funded clients and services.
- (g) The Managing Entity shall provide data system training and training products for Department approved staff.
- (h) The Managing Entity shall create and maintain accurate and complete Network Service Provider information for its Network in the Data System. The Managing Entity shall require that changes or updates to SAMH Data System Network Service Provider records are made within 30 days of a known change.
- (i) The Managing Entity shall be responsible for maintaining all SAMH Data System access data accounts for persons affiliated with its Network.
- (j) The Managing Entity shall participate in statewide data activities, including standing Department SAMH data conference calls or meetings. When possible, the

Managing Entity shall make arrangements for the Managing Entity data officer or designee to attend policy or strategic meetings in person.

(k) The Managing Entity's delegated data officer shall participate in the Department's SAMH data training. The Managing Entity shall be responsible for training other required Managing Entity staff and affiliated personnel on accessing and using SAMH data systems.

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

(m) The Managing Entity shall review the Department's file upload history in the SAMH Data System to determine the number of records accepted, updated, and rejected. Based on this review, the Managing Entity shall correct the erroneous records for resubmission in the SAMH Data System within 60 days after submission.

(n) The Managing Entity shall require that all data collection required as a result of Federal and State grant awards is submitted to the appropriate parties and completed within the timeframes established by the grantor. The Department will provide technical assistance to the Managing Entity.

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

(a) The Managing Entity shall comply with *Incorporated Document 17: Federal Grant Financial Management Requirements*.

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

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

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

1) *2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (also known as the "OMB Super Circular."); and

2) *The Reference Guide for State Expenditures*, which is incorporated herein by reference and may be located at:

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

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

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

(a) **Planning:** The Managing Entity shall cooperate with the Department to develop a regional disaster plan that reflects the Managing Entity's planned involvement with community based disaster management agencies. The regional disaster plan shall

include, but not be limited to, pre-disaster records protection; alternative suitable accommodations and supplies for Individuals Served in residential settings during a disaster or emergency; and post-disaster recovery efforts which allow for post-disaster continuity of services.

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

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

2) At the direction of the Department's Disaster Behavioral Health Coordinator, the Managing Entity shall implement CCP services through the designated CCP Network Service Provider according to the terms and conditions of any CCP grant award approved by representatives of FEMA and SAMHSA, using the CCP contract template, provided in the guidance document *Incorporated Document 18: Crisis Counseling Program*, which is incorporated herein by reference.

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

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

**b. Task Limits**

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

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

(a) Is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity in accordance with *s. 287.133, F.S.*;

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

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

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

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



Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the subcontract.

## 2. Staffing

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

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

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

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

- (1) A member of the Managing Entity staff that is available to the Department for providing an immediate response 24 hours a day, seven days a week.
- (2) A member of the Managing Entity staff to be a Consumer Affairs Representative, or equivalent title. The name of and contact information for this person shall be submitted to the Department at execution and annually on or before July 1.
- (3) A member of the Managing Entity staff to serve as the Facilities Representative, or equivalent title as point of contact for reintegrating individuals that are ready for discharge from mental health treatment facilities. The name and contact information of this person shall be submitted to the Department at execution and updated annually no later than July 1.
- (4) A member of the Managing Entity staff to serve as the Network Service Provider Affairs Ombudsman, or equivalent title. This position shall be the first point of contact for Network-Managing Entity questions, concerns, and disputes. The name and contact information of this person shall be submitted to the Department at execution and updated annually no later than July 1.
- (5) A member of the Managing Entity or a subcontractor staff to serve as a Data Officer to participate in statewide data activities.

## 3. Subcontracts

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

### b. Additional Program Specific Funds

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

- c. All subcontracts with Network Service Providers shall include, at a minimum:
  - (1) The applicable terms and conditions of this contract;
  - (2) Provisions to require compliance with:
    - (a) *Exhibit A – Federal Requirements*;
    - (b) *2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (also known as the “OMB Super Circular.”);
    - (c) the *Reference Guide for State Expenditures*;
    - (d) *Chapter 65E-14, F.A.C.*;
    - (e) Block Grant requirements, including maintenance of effort;
    - (f) State and federal grant requirements;
    - (g) TANF requirements, if applicable; and
    - (h) Department policies related to the delivery of service.
  - (3) The outcome measures established pursuant to *Exhibit C – Performance Measures*. The methodology and algorithms to be used in determining performance are outlined in the guidance document *Incorporated Document 19: Performance Outcomes Measurement Manual*;
  - (4) *The National Voter Registration Act (NVRA) of 1993, Pub. L. 103-31 (1993), ss. 97.021 and 97.058, F.S., and ch. 2.048, F.A.C.*, in accordance with *Incorporated Document 20: National Voter Registration Act Guidance*; and
  - (5) Clearly identifiable deliverables and performance measures that set minimum acceptable levels of service.
- d. The Managing Entity shall conduct cost analyses for each subcontract and all supporting documentation shall be retained in the Managing Entity's contract file for the respective Network Service Provider.
- e. Subject to the limitations of Florida law, the Managing Entity shall develop a procurement policy that will outline the process for Network Service Providers and the community. The procurement policy shall be approved by the Department prior to implementation. This policy shall comply with state and federal expectations for grantees, and the effective use of public funding. This policy shall be submitted within 90 days of execution, and must be approved by the Department prior to implementation.
- f. The Managing Entity shall make all subcontract documents available in an Electronic Vault. The Managing Entity shall ensure that all documents are clearly legible and those not requiring an original signature are uploaded in their original formats. All contracts initially assigned to the Managing Entity must be uploaded to the Electronic Vault within 60 days of assignment to the Managing Entity. All new contracts or changes to existing contracts shall be uploaded within 10 business days of contract execution.

#### 4. Service Location and Equipment

##### a. Service Delivery Location

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

**b. Changes in Location**

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

(2) The Managing Entity shall notify the Department in writing a minimum of 30 days prior to making changes in location that will affect the Department's ability to contact the Managing Entity by telephone or facsimile transmission.

**c. Equipment**

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

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

**5. Deliverables**

**a. Services**

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

**b. Records and Documentation**

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

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

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

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

**c. Reports**

(1) The Managing Entity shall demonstrate acceptable performance of the administrative functions and progress towards meeting behavioral health service delivery targets by submitting all required documentation specified in **Exhibit D – Required Reports, Plans and Functional Tasks**, by the dates specified therein.

- (2) The Managing Entity shall make all requested documentation available in the Electronic Vault. All reports and plans or changes to existing reports and plans shall be uploaded within 10 business days of the change or Department approval, when approval of a plan is required.
- (3) Within 30 days after each fiscal year's *Exhibit E – ME Schedule of Funds* is amended into this contract and prior to the start of a Network Service Provider's contract or subcontract period, the Managing Entity shall:
  - (a) Submit a revised Form CF-MH 1042, pursuant to *ch. 65E-14.021(5)(d), F.A.C.*; and
  - (b) Review, approve and submit all Network Service Provider forms required pursuant to *ch. 65E-14.021(5)(e), F.A.C.*, and submit to the Department in the Electronic Vault.
- (4) The Managing Entity shall require that all Network Service Providers comply with *Standard Contract, Attachment III*.
- (5) Where this contract requires the delivery of reports to the Department, mere receipt by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall require a separate act in writing within 15 days of receipt of the report by the Department. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in this contract, and must notice the Managing Entity electronically within 15 days of receipt of the report by the Department. The Department may allow additional time within which the Managing Entity may remedy the objections noted by the Department or the Department may, after having given the Managing Entity a reasonable opportunity to complete, make adequate, or acceptable, such reports, declare the contract to be in default.

**d. Performance Specifications**

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

**e. Performance Measures**

- (1) To obtain approval of deliverables and services for payment,
  - (a) The Managing Entity must document monthly progress toward compliance with the quarterly performance outcome targets specified in Table 1 of *Exhibit C – Performance Measures*, and
  - (b) The Managing Entity must document the Network's monthly progress toward the annual fiscal year service output measure targets in Table 3 of *Exhibit C – Performance Measures*.

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

(3) The performance measure targets shall be subject to periodic review by the Department and adjustments to the targets or the measures may be recommended as a part of *Incorporated Document 3: ME Annual Business Operations Plan*.

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

**f. Performance Measurement Terms**

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

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

**h.** If the Managing Entity fails to perform in accordance with this contract, or perform the minimum level of service required by this contract, the Department will apply financial consequences provided for in *Section B.5.i.(1)*, hereof. The parties agree that the financial consequences provided for under *Section B.5.i.(1)*, hereof constitute financial consequences under *ss. 287.058(1)(h); and 215.871(1)(c), F.S.* The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payment until deficiency is cured, tendering partial payments, applying payment adjustments for additional financial consequences to the extent that this contract so provides, or termination pursuant to the terms of the standard contract, and requisition of services from an alternate source. Any payment made in reliance on the Managing Entity's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with *Standard Contract, Section 21*, to the extent of such error.

**i. Corrective Action for Performance Deficiencies**

(1) By execution of this contract, the Managing Entity hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth in this contract. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Managing Entity to the Department's satisfaction, the Department may terminate the contract. The Department has the exclusive authority to determine whether there are extenuating or mitigating circumstances.

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

## 6. Managing Entity Responsibilities

### a. Managing Entity Unique Activities

- (1) The structure and membership of Managing Entity's Board of Directors shall comply with *s. 394.9082, F.S.*, and *ch. 617, F.S.*
- (2) The Managing Entity shall collaborate with the Department to amend into this contract all applicable requirements of any appropriations, awards, initiatives, or federal grants received by the Department.
- (3) The Managing Entity shall make available and communicate all plans, policies, procedures, and manuals to the Managing Entity staff, Network Service Providers, Individuals Served, and Stakeholders, as applicable.
- (4) The Managing Entity shall cooperate with the Department when investigations are conducted regarding a regulatory complaint relevant to a licensed facility operated by one of the Managing Entity's Network Service Providers.
- (5) The Managing Entity shall integrate the Department's current initiatives, new state and federal requirements, and policy initiatives into its operations.

### b. Coordination with other Providers/Entities

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

## 7. Department Responsibilities

### a. Department Obligations

- (1) The Department will provide technical assistance. Failure to provide such assistance, however, shall not relieve the Managing Entity of any duties created by this contract.
- (2) The Department will review the proposed policies, procedures, and plans required to be submitted by the Managing Entity. The Department will respond in writing indicating approval or noting any deficiencies within 30 business days from the date of receipt. Once approved

by the Department, the Managing Entity's policies and procedures may be amended provided that they conform to state and federal laws, state rules, and federal regulations.

**b. Department Determinations**

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

**c. Managing Entity Contract Monitoring Requirements**

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

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

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

**C. Method of Payment**

**1. Payment Clause**

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

b. The Department will pay the Managing Entity an operational cost for the management of the Network in accordance with the terms and conditions of this contract. The direct service cost is defined as the annual value of the contract less the operational cost of the Managing Entity.

c. The contract total dollar amount shall not exceed **\$375,698,476.75**, subject to the availability of funds, as outlined below:

Table 1: Contract Funding

State Fiscal Year	Managing Entity Operational Cost	Direct Service Cost	Total Value of Contract
2010-2011 (9 months)	\$3,399,627.00	\$52,952,530.00	\$56,352,157.00
2011-2012	\$3,491,295.00	\$72,420,596.00	\$75,911,891.00
2012-2013	\$3,465,665.00	\$70,244,946.00	\$73,710,611.00
2013-2014	\$3,432,250.00	\$72,178,646.00	\$75,610,896.00
2014-2015	\$3,481,522.37	\$72,203,746.63	\$75,685,269.00
2015-2016 (3 months)	\$866,416.25	\$17,561,236.50	\$18,427,652.75
<b>Total</b>	<b>\$18,136,775.62</b>	<b>\$357,561,701.13</b>	<b>\$375,698,476.75</b>

2. Payment

- a. In accordance with *s. 394.9082, F.S.*, at the beginning of each fiscal year the Managing Entity may request an advance payment equal to 16.72% (two months) of the current fiscal year contract value. Thereafter, the Managing Entity shall request monthly fixed payments equal to the fiscal year contract balance divided by the number of months remaining in the fiscal year. The payment request may be subject to financial consequences, pursuant to *Section B.5.i*.
- b. The Managing Entity shall temporarily invest surplus advance funds in an insured or interest bearing account, in accordance with *s. 216.181(16)(b), F.S.* The Managing Entity shall remit to the Department, on a quarterly basis, any interest earned on advance funds via check. The Managing Entity must submit documentation from the financial entity where said funds are invested, evidencing the Annual Percentage Rate and actual interest income for each month.
- c. The Managing Entity shall expend any advance in accordance with the *General Appropriations Act*.
- d. The Managing Entity shall request payment in accordance with **Section C.3.**, below.
- e. The Department will pay the Managing Entity according to the following schedule:



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

Month of Service	Fixed Payment Amount	Date of Invoice and Monthly Progress Report Submission	Date of Expenditure Reports Submission
Advance	16.72% of the State Fiscal Year Contract Amount (two months)	July 1	N/A
July - May	Fiscal year contract balance divided by the number of months remaining in the fiscal year	No later than the 20 <sup>th</sup> of month following service delivery	No later than the 20 <sup>th</sup> of month following service delivery
Final Fiscal Year Invoice (June)	Fiscal year contract balance divided by the number of months remaining in the fiscal year	August 15	August 15

**3. Invoice Requirements**

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

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

b. Failure to submit the properly completed required documentation shall cause payment to be delayed until such documentation is received. Submission and approval of the elements in ***Sections C.3.a.(1) and (2)*** for the invoice period and submission and approval of the elements in ***Sections C.3.a.(3) and (4)*** for the prior invoice period shall be considered the deliverables necessary for payment.

c. Within five business days of receipt of a properly completed invoice and ***Incorporated Document 22: SAMH Managing Entity Monthly Progress Report***, the Contract Manager will either approve the invoice for payment or notify the Managing Entity in writing of any deficiencies that must be corrected by the Managing Entity before resubmission of the invoice.

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

#### 4. Cost Allocation Plan

- a. The Managing Entity shall submit an initial Cost Allocation Plan within 30 days of execution and a revised Cost Allocation Plan to the Contract Manager by July 31 of each state fiscal year. The Cost Allocation Plan must be structured in accordance with ***Incorporated Document 28: Managing Entity Cost Allocation Plan***, which is incorporated herein by reference.
- b. The Department will review the Cost Allocation Plan and provide any comments within 15 days of submission. Revisions required by the Department shall be submitted by the date of the payment request for September. Failure to have an approved Cost Allocation Plan by September 20 will result in no further payment being made to the Managing Entity until the Department approves the Cost Allocation Plan.
- c. The Managing Entity may request to amend or revise their Cost Allocation Plan at any time during the state fiscal year, in writing to the Contract Manager. The Managing Entity shall submit the amended or revised Cost Allocation Plan within 20 days of providing written notification. The Department will review and provide written comments within 15 days of submission. The Managing Entity must submit a revised Cost Allocation Plan addressing any revisions required by the Department, within 15 days of the date of the Department's written response.

#### 5. Carry Forward Funding

- a. In accordance with *s. 394.9082, F.S.*, the Managing Entity may carry forward documented unexpended state funds from one fiscal year to the next fiscal year, unless the following fiscal year falls outside the contract period, subject to the following conditions.
  - (1) Any funds carried forward shall be expended in accordance with the *General Appropriations Act* in effect when the funds were allocated to the Managing Entity
  - (2) The cumulative amount carried forward may not exceed eight percent of the contract total. Any unexpended state funds in excess of eight percent must be returned to the Department.
  - (3) The funds carried forward may not be used in any way that would create increased recurring future obligations, and such funds may not be used for any type of program or service that is not currently authorized by this contract.
  - (4) Any unexpended funds that remain at the end of the contract period shall be returned to the Department.
- b. Within 30 days after receiving confirmation of the approved carried forward amount from the Department, The Managing Entity shall submit a properly completed ***Incorporated Document 29: Managing Entity Spending Plan for Carry Forward Report***, which is incorporated herein by reference.

#### 6. Local Match

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

## 7. Allowable Costs

- a. All costs associated with performance of the services contemplated by this contract must be both reasonable and necessary and in compliance with the cost principles for non-profit organizations, pursuant to *2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (also known as the “OMB Super Circular.”)* and *Ch. 65E-14, F.A.C.*
- b. Any compensation paid for an expenditure subsequently disallowed as a result of the Managing Entity's or any Network Service Providers' non-compliance with state or federal funding regulations shall be repaid to the Department upon discovery.
- c. Invoices must be dated, signed by an authorized representative of the Managing Entity and submitted in accordance with the submission schedule in this contract, with appropriate service utilization and Individuals Served data accepted into the SAMH Data System, in accordance with *PAM 155-2*.
- d. The Managing Entity is expressly prohibited from expending funds specified as “Direct Services Costs” in *Table 1: Contract Funding*, for anything other than a subcontract with a Network Service Provider.

## 8. Third Party Billing

- a. The Managing Entity shall adhere to the following guidelines for payment of services billed by Network Service Providers:
  - (1) Department funds may not reimburse services provided to:
    - (a) Individuals who have third party insurance coverage when the services provided are paid under the insurance plan; or
    - (b) Medicaid enrollees or recipients of another publically funded health benefits assistance program, when the services provided are paid by said program.
  - (2) Department funds may reimburse services provided to:
    - (a) Individuals who have lost coverage through Medicaid, or any other publically funded health benefits assistance program coverage for any reason during the period of non-coverage; or
    - (b) Individuals who have a net family income at or above 150 percent of the Federal Poverty Income Guidelines, subject to the sliding fee scale requirements in *ch. 65E-14.018 F.A.C.*
- b. The Managing Entity shall ensure that Medicaid funds will be accounted for separately from funds for this contract at both the Network Service Provider and Managing Entity levels. This includes services such as SIPP and FACT.

## 9. Financial Reconciliation

- a. The Managing Entity shall submit reports that reflect the Managing Entity's actual operational cost and the actual service cost of the Network in accordance with *Table 2: Invoice and Expenditure Report Submission Schedule*. The Managing Entity shall submit a final Expenditure Report annually no later than August 15. Payment for the final month of the fiscal

year and carry forward shall not be approved until final reconciliation has been completed by the Department.

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

- (1) Quarterly, after September, 30, December 31, and March 31, each state fiscal year; and
- (2) Monthly, after April 30, May 31, and June 30 each state fiscal year.

c. Any funds disbursed to the Managing Entity that are not expended or were determined to have been expended for unallowable costs shall be considered overpayment to the Managing Entity. The Department shall recoup such overpayments pursuant to *Standard Contract, Section 22*. In the event an overpayment is identified after the end of a fiscal year and no further invoice is due, the Managing Entity shall remit the overpayment to the Department via check.

#### 10. Quarterly Report

The Managing Entity shall submit a report detailing its quarterly activities and performance, no later than October 20, January 20, April 20 and July 31. The report shall contain the following minimum elements:

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

## D. Special Provisions

### 1. Dispute Resolution

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

b. If the CEO and RMD are unable to resolve the issue within 10 days, the parties' appointed representatives shall meet within 10 working days and select a third representative. These three representatives shall meet within 10 working days to seek resolution of the dispute. If the representatives' good faith efforts to resolve the dispute fail, the representatives shall make written recommendations to the Secretary who will work with both parties to resolve the dispute. The parties reserve all their rights and remedies under Florida law. Venue for any court action will be in Leon County, Florida.

### 2. MyFloridaMarketPlace Transaction Fee

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

### 3. Contract Renewal

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

### 4. Special Insurance Provisions

a. The Managing Entity shall notify the Contract Manager within 30 calendar days if there is a modification to the terms of insurance including but not limited to, cancellation or modification to policy limits.

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

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

- d. The Managing Entity shall cause all Network Service Providers, at all tiers, who the Managing Entity reasonably determines to present a risk of significant loss to the Managing Entity or the Department, to obtain and provide proof to Managing Entity and the Department of comprehensive general liability insurance coverage (broad form coverage), specifically including premises, fire and legal liability covering the Network Service Provider and all of its employees. The limits of coverage for the Managing Entity's Network Service Providers, at all tiers, shall be in such amounts as the Managing Entity reasonably determines to be sufficient to cover the risk of loss.
- e. If any officer, employee, or agent of the Managing Entity operates a motor vehicle in the course of the performance of its duties under this contract, the Managing Entity shall obtain and provide proof to the Department of comprehensive automobile liability insurance coverage. The limits of the Managing Entity's coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.
- f. If any officer, employee, or agent of any Network Service Provider, at all tiers, operates a motor vehicle in the course of the performance of the duties of the Network Service Provider, the Managing Entity shall cause the Network Service Provider to obtain and provide proof to the Managing Entity and the Department of comprehensive automobile liability insurance coverage with the same limits.
- g. The Managing Entity shall obtain and provide proof to the Department of professional liability insurance coverage, including errors and omissions coverage, to cover the Managing Entity and all of its employees. If any officer, employee, or agent of the Managing Entity administers any prescription drug or medication or controlled substance in the course of the performance of the duties of the Managing Entity under this contract, the professional liability coverage shall include medical malpractice liability and errors and omissions coverage, to cover the Managing Entity and all of its employees. The limits of the coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.
- h. If any officer, employee, or agent of the Network Service Provider, at all tiers, provides any professional services or provides or administers any prescription drug or medication or controlled substance in the course of the performance of the duties of the Network Service Provider, the Managing Entity shall cause the Network Service Provider, at all tiers, to obtain and provide proof to the Managing Entity and the Department of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all Network Service Provider employees with the same limits.
- i. The Department shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any such insurance. The payment of any deductible on any policy shall be the sole responsibility of the Managing Entity, or Network Service Provider purchasing the insurance.
- j. All such insurance policies of the Managing Entity and its Network Service Providers, at all tiers, shall be provided by insurers licensed or eligible to do and that are doing business in the State of Florida. Each insurer must have a minimum rating of "A" by A. M. Best or an equivalent rating by a similar insurance rating firm, and shall name the Department as an additional insured under the policy(ies). The Managing Entity shall use its best good faith efforts to cause the insurers issuing all such general, automobile, and professional liability insurance to use a policy

form with additional insured provisions naming the Department as an additional insured or a form of additional insured endorsement that is acceptable to the Department in the reasonable exercise of its judgment.

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

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

#### 5. Use of Department's Operating Procedures

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

#### 6. Preference to Florida-Based Businesses

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

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

a. All health care providers, including Managing Entities and Network Service Providers, are eligible to be assigned a *Health Insurance Portability and Accountability Act (HIPAA)* National Provider Identifiers (NPIs); however, health care providers who are covered entities (which include all state-contracted community SAMH providers and State Treatment Facilities) must obtain and use NPIs.

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

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

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

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

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

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

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

(3) *The CMS NPI:*

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

**8. Files of Individuals Served**

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

**9. Satisfaction Survey for Individuals Served**

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

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

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

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

1. *Incorporated Document 1: Evidence-Based Guidelines*
2. *Incorporated Document 2: State and Federal Laws, Rules, and Regulations*
3. *Incorporated Document 3: Managing Entity Annual Business Operations Plan*
4. *Incorporated Document 4: Managing Entity Expiration, Termination and Transition Planning Requirements*
5. *Incorporated Document 5: Residential Mental Health Treatment for Children and Adolescents*
6. *Incorporated Document 6: Outpatient Forensic Mental Health Services*
7. *Incorporated Document 7: Forensic and Civil Treatment Facility Admission and Discharge Processes*
8. *Incorporated Document 8: Assisted Living Facilities with Limited Mental Health (ALF-LMH) Licensure*
9. *Incorporated Document 9: Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach, Access, and Recovery (SOAR)*
10. *Incorporated Document 10: Prevention Services*
11. *Incorporated Document 11: Juvenile Incompetent to Proceed (JITP)*
12. *Incorporated Document 12: Behavioral Health Network (BNet) Guidelines and Requirements*
13. *Incorporated Document 13: Indigent Drug Program (IDP)*



14. *Incorporated Document 14: Projects for Assistance in Transition from Homelessness (PATH)*
15. *Incorporated Document 15: Florida Assertive Community Treatment (FACT) Handbook*
16. *Incorporated Document 16: Temporary Assistance for Needy Families (TANF) Guidance*
17. *Incorporated Document 17: Federal Grant Financial Management Requirements*
18. *Incorporated Document 18: Crisis Counseling Program*
19. *Incorporated Document 19: Performance Outcomes Measurement Manual*
20. *Incorporated Document 20: National Voter Registration Act Guidance*
21. *Incorporated Document 21: Tangible Property Requirements and Contract Provider Property Inventory Form*
22. *Incorporated Document 22: Managing Entity Monthly Progress Report*
23. *Incorporated Document 23: Integration with Child Welfare*
24. *Incorporated Document 24: Local Review Team*
25. *Incorporated Document 25: Managing Entity Monthly Fixed Payment Invoice*
26. *Incorporated Document 26: Managing Entity Monthly Expenditure Report*
27. *Incorporated Document 27: Managing Entity Monthly Carry Forward Expenditure Report*
28. *Incorporated Document 28: Managing Entity Cost Allocation Plan*
29. *Incorporated Document 29: Managing Entity Spending Plan for Carry Forward Report*
30. *Incorporated Document 30: Local Match Calculation Form*
31. *Incorporated Document 31: deleted*
32. *Incorporated Document 32: Family Intensive Treatment (FIT) Model*
33. *Incorporated Document 33: (reserved for Northwest Region only)*
34. *Incorporated Document 34: Reporting Template for Substance Abuse and Mental Health Block Grant*
35. *Incorporated Document 35: Narrative Report for the Substance Abuse and Mental Health Block Grant*

## Exhibit A – Federal Requirements

### 1. Purpose

1.1. The purpose of this document is to outline the expectations of the Department for the Managing Entity, in relation to the federal Community Mental Health (CMH),<sup>1</sup> and Substance Abuse Prevention and Treatment (SAPT)<sup>2</sup> block grants.

#### 1.2. Managing Entity Assurance

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

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

### 2. Managing Entity Requirements

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

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

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

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

- a. Of the SAPT block grant:
  - i. Pursuant to *45 C.F.R. s. 96.124(b)*, not less than 20 per cent on prevention for those who do not require treatment;
  - ii. Pursuant to *42 U.S.C. s. 300x-24*, not less than 5 per cent on early intervention services for HIV.
- b. Of State funds appropriated to substance abuse treatment for adults, pursuant to 45 C.F.R. s. 96.124(c), services for pregnant women, and women with dependent children, not less than the amount expended in federal fiscal year 1994, or \$9,327,217;

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

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

- c. Of the CMH block grant:
  - i. Pursuant to 42 U.S.C. s. 300-2(a)(1), not less than the amount expended in federal fiscal year 1994, or \$39,659,772, on services for children with serious emotional disturbances; and
  - ii. Pursuant to *H.R. 3547*, not less than 5 per cent shall be expended on evidence-based programs that address the needs of individuals with early serious mental illness, including psychotic disorders.
- 2.4. Pursuant to 45 C.F.R. s. 96.131, the Managing Entity shall ensure that sub-contractors that receive SAPT block grant funding prioritize treatment services for pregnant women.
  - a. This shall include:
    - i. The development, implementation, and administration of an electronic waitlist, in accordance with *45 C.F.R. s. 96.131*, to ensure that a pregnant woman that requires treatment services shall be a priority for admission. If the clinically appropriate services cannot be provided for the pregnant woman, interim services shall be provided within 48 hours of seeking treatment, pursuant to *45 C.F.R. s. 96.131*.
    - ii. The capacity to track and report the type of service, number of pregnant women served, and amount of services purchased – by federal and state sources.
    - iii. Policies and procedures relating to treatment services for pregnant women, and where appropriate ensure that families are able to remain together when parents require treatment.
- 2.5. Pursuant to *45 C.F.R. s. 96.126*, the Managing Entity shall maintain an electronic waitlist for the inventory of sub-contractors that receive SAPT block grant funding and serve injection drug users, and ensure the implementation of the 14/120 day requirement of *45 C.F.R. s. 96.126(b)*, and provide interim services until such time as the clinically appropriate level of treatment can be provided to the individual.
  - a. Outreach services shall be provided, pursuant to *45 C.F.R. s. 96.126(f)*, and documented so as to demonstrate the provision of these services.
  - b. The Managing Entity shall maintain a report of the Network Service Providers that reach 90% capacity, and the monitoring procedures to ensure that this occurs.
- 2.6. Pursuant to *45 C.F.R. s. 96.125*, prepare and implement a comprehensive prevention program that uses a variety of strategies.
- 2.7. Pursuant to *45 C.F.R. s. 95.127*, the Managing Entity shall ensure the provision of tuberculosis services, in compliance with *ch. 65D-30.004(9), F.A.C.*
- 2.8. Pursuant to *45 C.F.R. s. 96.128*, the Managing Entity shall ensure the provision of early intervention services for HIV and in compliance with *ch. 65D-30.004(9), F.A.C.*
- 2.9. The Managing Entity shall ensure that subcontracted Network Service Providers receive continuing education, and this shall be documented to demonstrate the provision of said education.
- 2.10. Pursuant to *45 C.F.R. s. 96.132*, the Managing Entity shall develop and implement a process for improving referrals to treatment.

- 2.11. The Managing Entity shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the block grant requirements shall be completed.
- 2.12. The Managing Entity shall ensure that each year, an assessment of need is undertaken that complies with the requirements of *45 C.F.R. s. 96.133*, and *42 U.S.C. s. 300x-1* for adults with a serious mental illness, and children with serious emotional disturbances.
- 2.13. The Managing Entity shall ensure that block grant funding is not expended on the restricted activities pursuant to *45 C.F.R. s. 96.135*, and *42 U.S.C. s. 300x-5*.
- 2.14. Pursuant to *45 C.F.R. s. 96.136*, the Managing Entity shall ensure the peer review process is implemented, and administered.
- 2.15. Pursuant to *42 U.S.C. s. 300x-3*, the Managing Entity shall collaborate with the Department to ensure that members of the planning council are able to undertake their statutory duties. This will include the participation of the Council member at the Managing Entity Board meetings.

### 3. Monitoring

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

### 4. Reporting

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

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

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

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

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

**Exhibit B – Deleted**

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

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

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

**Exhibit C – Performance Measures**

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

Table 1 - Managing Entity Performance Measures	
Measure Description	Consequence
<p><b>Systemic Monitoring:</b> The Managing Entity shall complete on-site monitoring, in accordance with <i>Attachment I, Section B.1.a(4)</i>, of no less than twenty percent of all Network Service Providers each fiscal year. Completion of monitoring includes the release of a final monitoring report to the Network Service Provider.</p> <p>Progress towards attainment of this measure shall be demonstrated by the achievement of the following quarterly milestones. Each fiscal year, the Managing Entity shall monitor a minimum of:</p> <ul style="list-style-type: none"> <li>• 4% of its individual Network Service Providers, by September 30;</li> <li>• 11% of its Network Service Providers by December 31;</li> <li>• 15% of its Network Service Providers by March 31; and</li> <li>• 20% of its Network Service Providers by June 30.</li> </ul>	<p>Failure to meet the standard shall be considered nonperformance pursuant to <i>Section B.5.i.3</i>.</p>
<p><b>Network Service Provider Compliance:</b> A minimum of 95% of the Managing Entity's Network Service Providers shall demonstrate compliance with the following measure annually.</p> <ul style="list-style-type: none"> <li>• A minimum 85% of the applicable Network Service Provider Measures established in <i>Table 2</i> at the target levels for the Network Service Provider established in the subcontract.</li> </ul> <p>Progress towards attainment of this measure shall be demonstrated by the monthly submission of <i>Incorporated Document 22: SAMH Managing Entity Monthly Progress Report</i>.</p>	<p>Failure to meet the standard shall be considered nonperformance pursuant to <i>Section B.5.i.3</i>.</p>
<p><b>Block Grant Implementation:</b> The Managing Entity shall ensure 100% of the cumulative annual Network Service Provider expenses comply with the Block Grants and maintenance of effort allocation standards established in <i>Exhibit A, section 2.3</i>.</p> <p>Progress towards attainment of this measure shall be demonstrated by the achievement of quarterly milestones for each fiscal year. Of the annual amount for each specified fund source appropriated to the Managing Entity, the following minimum percentages of each fund's amount shall be documented as expended in compliance with the applicable allocation standard:</p> <ul style="list-style-type: none"> <li>• A minimum of 20% expended by September 30;</li> <li>• A minimum of 45% expended by December 31;</li> <li>• A minimum of 75% expended by March 31;</li> <li>• A minimum of 100% by June 30.</li> </ul>	<p>Failure to meet the standard shall be considered nonperformance pursuant to <i>Section B.5.i.3</i> and shall require payback of deficiency by the Managing Entity.</p>
<p><b>Implementation of General Appropriations Act:</b> The Managing Entity shall meet 100% of the following requirements, by September 30:</p> <ul style="list-style-type: none"> <li>• Implementation of Specific Appropriations, demonstrated by contracts with Network Service Providers; and</li> <li>• Submission of all plans, pursuant to <i>Exhibit D</i></li> </ul>	<p>Failure to meet the standard shall be considered nonperformance pursuant to <i>Section B.5.i.3</i>.</p>

To comply with the subcontract content requirement of *Attachment I, Section B.3.c.(3)*, the Managing Entity shall incorporate the Network Service Provider Measures in *Table 2* into each Network Service Provider subcontract, as appropriate to the services and target populations in each subcontract. The Managing Entity is not required to apply the Network Targets to each individual subcontract. Rather, the Managing Entity shall establish specific targets for each measure in each subcontract, sufficient to ensure the Network cumulatively reaches the specified Network Targets.

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



Table 3 Network Service Provider Output Measures – Persons Served For Fiscal Year <u>2015-2016</u>		
	Service Category	FY Target
Adult Mental Health	Residential Care	877
	Outpatient Care	6,626
	Crisis Care	6,843
	State Hospital Discharges	TBD
	Peer Support Services	304
Children's Mental Health	Residential Care	13
	Outpatient Care	2,411
	Crisis Care	1,368
	SIPP Discharge	TBD
Adult Substance Abuse	Residential Care	1,670
	Outpatient Care	13,273
	Detoxification	824
	Women's Specific Services	3,495
	Injecting Drug Users	566
Children's Substance Abuse	Residential Care	105
	Outpatient Care	2,683
	Detoxification	188
	Prevention	1,659

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

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

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

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

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

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

**ME Schedule of Funds**  
**South Florida Behavioral Health Network, Inc. - Contract# KH225**  
**FY 2013-14 Use Designation - As of 4/9/2014**

<b>Section A</b>	<b>Other Cost Accumulators</b>	<b>Federal</b>	<b>State</b>	<b>Total</b>
ME Operational Cost			-	-
<b>Subtotal Section A</b>				
<b>Section B</b>				
ME Services & Supports Provider Activity - Adult Mental Health	MHA00	1,927,178	22,819,212	24,746,390
ME Services & Supports Provider Activity - Children's Mental Health	MHC00	1,419,438	4,625,960	6,045,398
ME Services & Supports Provider Activity - Adult Substance Abuse	MSA00	8,795,075	5,760,752	14,555,827
ME Services & Supports Provider Activity - Children's Substance Abuse	MSC00	2,871,388	5,513,277	8,384,665
<b>Subtotal Section B</b>		<b>15,013,079</b>	<b>38,719,201</b>	<b>53,732,280</b>
<b>Section C</b>				
Adult Mental Health Projects	MHA70	-	3,346,282	3,346,282
Community Forensic Beds	MHA72	-	3,154,522	3,154,522
Florida Assertive Community Treatment (FACT) - Administration	MHA73	1,239,149	2,523,913	3,763,062
Florida Assertive Community Treatment (FACT) - Services	MHA74	-	-	
Indigent Psychiatric Medication Program	MHA76	-	113,991	113,991
Projects Clay Behavioral Center Community Crisis Prevention Team	MHA79	-	-	
Grants Jail Diversion and Trauma Recovery	MHAJD	-	-	
Grants PATH	MHAPG	472,427	29,117	501,544
Adult Mental Health Temporary Assistance for Needy Families (TANF)	MHATB	1,300,959	-	1,300,959
Children's Mental Health Projects	MHC70	-	-	
Purchase of Residential Treatment Services for Emotionally Disturbed Children and Youth	MHC71	-	161,385	161,385
Children at Risk of Emotional Disturbance	MHC77	-	-	
Title XXI Children's Health Insurance Program	MHCBN	879,281	358,655	1,237,936
Grant Miami-Dade Wraparound FACES	MHCFA	937,000	-	937,000
Grants Miami-Dade County Wraparound	MHCMD	1,819,713	-	1,819,713
Grants Project Launch	MHCPL	-	-	
Grants System of Care	MHCSK	-	-	
Adult Substance Abuse Projects	MSA70	-	610,000	610,000
Projects Expansion of Substance Abuse Services for Pregnant Women and their affected families	MSA81	-	1,625,596	1,625,596
Projects St. Johns County Sheriff's Office	MSA82	-	-	
Adult Substance Abuse Temporary Assistance for Needy Families (TANF)	MSATB	980,979	76,759	1,057,738
Children's Substance Abuse Projects	MSC70	-	925,000	925,000
Projects Informed Families of Florida	MSC80	-	400,000	400,000
Prevention Partnership Grant (PPG)	MSCPP	820,788	-	820,788
Children's Substance Abuse Temporary Assistance for Needy Families (TANF)	MSCTB	103,100	-	103,100
<b>Subtotal Section C</b>		<b>8,553,396</b>	<b>13,325,220</b>	<b>21,878,616</b>
<b>Total All Fund Sources</b>		<b>23,566,475</b>	<b>52,044,421</b>	<b>75,610,896</b>

<b>Block Grant Set Aside Targets</b>	
<b>Community Mental Health Block Grant</b>	
Children's Mental Health	4,654,033
<b>Substance Abuse Prevention and Treatment Block Grant</b>	
<b>Thresholds for Federal Spending</b>	
Prevention – 20% of award	3,066,942
HIV - 5% of award	766,736
<b>Thresholds for State Spending</b>	
Women's set aside	1,336,942

\*Federal spending thresholds based on Block Grant notice of award amounts MH:\$27,835,065 SA:\$109,951,627

\*State spending thresholds based on the actual SAMH expenditures from FFY 1994, which is no less than \$9,327,217

\*Children's Mental Health spending thresholds based on the actual SAMH expenditures from FFY 1994, which is no less than \$39,659,772 Contract KH225

**ME Schedule of Funds**  
**South Florida Behavioral Health Network, Inc. - Contract# KH225**  
**FY 2014-15 Use Designation - As of 4/8/2015**

Other Cost Accumulators Title	Other Cost Accumulators	Federal	State	Total
<b>Mental Health - Adult</b>				
ME Services & Supports Provider Activity - Adult Mental Health	MHA00	1,285,644	26,099,025	27,384,669
Evidence Based Prevention and Treatment Approaches	MHA26	-	-	
Community Forensic Beds	MHA72	-	3,154,522	3,154,522
Florida Assertive Community Treatment (FACT)	MHA73	1,253,211	2,509,851	3,763,062
Indigent Psychiatric Medication Program	MHA76	-	113,991	113,991
Baycare Behavioral Health- Vets	MHA86	-	-	
Guidance Care Center- Key West	MHA88	-	100,000	100,000
Clay Behavioral Health Center	MHA89	-	-	
Northside Mental Health Center	MHA90	-	-	
Palm Beach Mental Health/ Substance Abuse Treatment	MHA92	-	-	
Camillus House Mental Health/ Substance Abuse Treatment- Homeless	MHA93	-	25,000	25,000
Citrus Health Network	MHA94	-	455,000	455,000
Grants PATH	MHAPG	503,605	-	503,605
Temporary Assistance for Needy Families (TANF)	MHATB	1,300,959	-	1,300,959
<b>Subtotal Mental Health - Adult</b>		<b>4,343,419</b>	<b>32,457,389</b>	<b>36,800,808</b>
<b>Mental Health - Children</b>				
ME Services & Supports Provider Activity - Children's Mental Health	MHC00	1,345,197	4,731,349	6,076,546
Purchase of Residential Treatment Services for Emotionally Disturbed Children and Youth	MHC71	-	342,970	342,970
Baycare Behavioral Health- Children	MHC87	-	-	
Title XXI Children's Health Insurance Program (Behavioral Health Network)	MHCBN	707,376	287,624	995,000
Grant Miami-Dade Wraparound FACES	MHCFA	937,000	-	937,000
Grants Miami-Dade County Wraparound	MHCMD	1,541,678	-	1,541,678
Grants Project Launch	MHCPL	-	-	
<b>Subtotal Mental Health - Children</b>		<b>4,531,251</b>	<b>5,361,943</b>	<b>9,893,194</b>
<b>Substance Abuse - Adult</b>				
ME Services & Supports Provider Activity - Adult Substance Abuse	MSA00	8,000,460	6,448,743	14,449,203
HIV Services	MSA23	615,894	-	615,894
Prevention Services	MSA25	261,882	-	261,882
Projects Expansion of Substance Abuse Services for Pregnant Women and their affected families	MSA81	-	1,812,723	1,812,723
Strengthen Our Communities	MSA85	-	-	
Family Intensive Treatment (FIT)	MSA91	-	633,190	633,190
Temporary Assistance for Needy Families (TANF)	MSATB	955,917	-	955,917
<b>Subtotal Substance Abuse - Adult</b>		<b>9,834,153</b>	<b>8,894,656</b>	<b>18,728,809</b>
<b>Substance Abuse - Children</b>				
ME Services & Supports Provider Activity - Children's Substance Abuse	MSC00	1,130,752	5,782,405	6,913,157
HIV Services	MSC23	44,743	-	44,743
Prevention Services	MSC25	2,380,670	-	2,380,670
Drug Abuse Comprehensive Coordinating Treatment (DACC0)	MSC95	-	-	
Prevention Partnership Grant (PPG)	MSCPP	820,788	-	820,788
Temporary Assistance for Needy Families (TANF)	MSCTB	103,100	-	103,100
<b>Subtotal Substance Abuse - Children</b>		<b>4,480,053</b>	<b>5,782,405</b>	<b>10,262,458</b>
<b>Total All Fund Sources</b>		<b>23,188,876</b>	<b>52,496,393</b>	<b>75,685,269</b>

<b>Children's Mental Health SED Requirement</b>	
Children's Mental Health SED Target (Expenditures in MHC01, MHC09, & MHC18 are eligible cost to meet this requirement)	4,427,937

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

**Exhibit E - ME Schedule of Funds  
South Florida Behavioral Health Network, Inc. - Contract No. KH225  
FY 2015-2016 Use Designation**

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

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

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



**Region-Specific Provisions**

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

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

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

<b>Table A – Program-Specific Fund Summary</b>			
<b>Year</b>	<b>Specific Appropriation</b>	<b>Provider</b>	<b>Amount</b>
FY14-15	351	Citrus Health Network	\$ 455,000.00
	351	Camillus House	\$ 25,000.00
	351	Guidance Care Center of Key West	\$ 100,000.00
	372	Pregnant and Post-Partum Women Funding Allocated to the following providers and amounts 1. South Florida Jail Ministries, Inc.: \$970,841.00 2. The Village South, Inc.: \$841,882.00	\$1,812,723.00

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

**1. Specific Appropriation 351 – Citrus Health Network, Inc.**

During Fiscal Year 2014-2015, from the funds in Specific Appropriation 351, the recurring sum of \$455,000.00 from the General Revenue Fund shall continue to be provided to the Citrus Health Network.

**2. Specific Appropriation 351 – Camillus House**

During Fiscal Year 2014-2015, from the funds in Specific Appropriation 351, the nonrecurring sum of \$25,000.00 from the General Revenue Fund is provided for Camillus House mental health and substance abuse treatment for the homeless.

**3. Specific Appropriation 351 – Guidance Care Center of Key West**

During Fiscal Year 2014-2015, from the funds in Specific Appropriation 351, the nonrecurring sum of \$100,000.00 from the General Revenue Fund is provided to Guidance Care Center of Key West for mental health and substance abuse treatment services.

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

From the funds in Specific Appropriation 372, the recurring sum of \$1,812,723.00 from the General Revenue fund is provided for the expansion of substance abuse services for pregnant women and their affected families. These services shall include the expansion of residential treatment, outpatient treatment with housing support, outreach, detoxification, child care and post-partum case management supporting both the mother and child consistent with recommendations from the Statewide Task Force on Prescription Drug Abuse and Newborns. Priority for services shall be given to counties with greatest need and available treatment capacity.

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

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

#### **D. The Miami-Dade Wraparound Project Families and Communities Empowered for Success (FACES)**

The Miami Dade Wraparound Project, also known as Families and Communities Empowered for Success (FACES), was initially awarded to the Department of Children and Families, Substance Abuse and Mental Health by the Substance Abuse and Mental Health Services Administration (SAMHSA) on September 9, 2010. The “Miami-Dade Wraparound Project” is a collaborative effort to enhance, expand and strengthen the existing community-based family and youth mental health services in Miami-Dade County, in order to better serve children and youth who have serious emotional disturbances (SED) and their families or caretakers in Miami-Dade County, Florida.

The Department assigns the funding, subcontracting, reporting, and monitoring responsibilities of this grant to the Provider. The Provider shall ensure compliance with the terms and conditions specified in the grant award, which is incorporated by reference, federal and state law, Department standards, and this contract. The Provider will be responsible for invoice documentation, verification of service delivery, and compliance monitoring. The Provider will manage all aspects of the grant under the direction of the Substance Abuse and Mental Health Program Office.

#### **E. The Miami-Dade County FACES Wraparound Project Expansion**

Effective July 1, 2013, the Substance Abuse and Mental Health Services Administration (SAMHSA) awarded the Miami-Dade County FACES Wraparound Project Expansion in support of expanding the current FACES initiative to include 225 transitioning youth ages 18-21 who entered the mental health system prior to the age of 18.

The Department assigns the funding, subcontracting, reporting, monitoring, and evaluation responsibilities of this grant to the Provider. The Provider shall ensure compliance with the terms and conditions specified in the grant award, which is incorporated by reference, federal and state law,

Department standards, and this contract. The Provider will be responsible for invoice documentation, verification of service delivery, and compliance monitoring. The Provider will manage all aspects of the award under the direction of the Substance Abuse and Mental Health Program Office.

#### **F. Motivational Support Program (MSP)**

In addition to the requirements in Attachment I and Incorporated Document 23, Integration with Child Welfare, the Provider agrees to contract with a community Network Service Provider to operationalize the current MSP protocol for the purpose of enhancing the integration across the behavioral health and child welfare systems. The Provider will ensure the implementation and efficiency of the MSP protocol and report monthly progress to the Regional SAMH Program Office. This protocol is agreed upon with the Department, the Provider, the Community-Based Care organization (CBC), and the contracted Network Service Provider.

#### **G. Community Action Team Program (CAT)**

The Provider agrees that, in collaboration with the Department, they will develop, and enter into a Memorandum of Understanding (MOU) with each of the Community Action Team (CAT) providers within sixty (60) calendar days of contract execution. The MOU will operationalize the referral process between the Provider and the CAT programs, (including but not limited to identifying youths that meet the specified criteria for referral to the program as stated below). It is the Department's intent to reserve the CAT program for community-based services to children ages 11 to 21 with a mental health diagnosis or co-occurring substance abuse diagnosis at-risk for out-of-home placement as demonstrated by repeated failures at less intensive levels of care; having two or more hospitalization or repeated failures; involvement with the Department of Juvenile Justice or multiple episodes involving law enforcement; or, poor academic performance and/or suspensions.

#### **H. Statewide Forensic Beds**

For the following programs, the Provider shall make services available to eligible consumers on conditional release from other Circuits through their Network Service Providers at:

1. Public Health Trust/Jackson Health System – Miami-Dade Forensic Alternative Center (MDFAC) – Up to six (6) beds shall be available to Broward residents who meet MDFAC's Eligibility Criteria, which is incorporated by reference. MDFAC is a locked and staff secured facility intended to serve adult forensic consumers charged with second or third degree felonies who are committed to the department under Sections 916.13 and 916.15, F.S. These consumers have been found by a circuit court to be incompetent to proceed due to a serious mental illness or not guilty by reason of insanity and who do not have a significant history of violence.
2. Citrus Health Network, Inc. - Eight (8) statewide residential beds in the Safe Transition and Access to Recovery (STAR) Program shall be available to eligible consumers on conditional release in need of forensic mental health services placed by the Managing Entity pursuant to FRCrP 3.219(b), 3.217(b) and F.S. 916.17. The STAR Program provides intensive, short-term treatment to individuals who are temporarily in need of a structured therapeutic setting in a less restrictive but longer-stay alternative to acute hospitalization.
3. Passageway Residence of Dade County, Inc. – Fourteen (14) statewide residential level 2 beds shall be available to eligible consumers on conditional release who are in need of forensic mental health services placed by the Managing Entity. Statewide admission to Passageway Residence of Dade County, Inc. is for individuals committed to the Florida Department of Children and Families,

in accordance with the provisions of Florida Statutes Chapter 916, Forensic Services Act and released pursuant to FRCrP 3.219(b), 3.217(b) and F.S. 916.17.

4. Psychosocial Rehabilitation Center d.b.a Fellowship House - Four (4) statewide residential level 2 beds shall be available to eligible consumers on conditional release who are in need of forensic mental health services placed by the Managing Entity pursuant to FRCrP 3.219(b), 3.217(b) and F.S. 916.17.

**I. Regionally Necessary Services**

- a. The Managing Entity shall subcontract with the following Network Services Provider with locations in Broward County for the specified Regionally Necessary Services:
  1. Citrus Health Network, Inc. for Statewide Inpatient Psychiatric Programs (SIPP) and Short-Term Residential Treatment (SRT) services; and
  2. Atlantic Shores Hospital for residential level II Substance Abuse services for girls.
- b. The Managing Entity Forensic Team shall provide outreach services to individuals residing in the following State Hospitals and counties:
  1. Florida State Hospital, Gadsden County
  2. North Florida Evaluation and Treatment Center, Alachua County
  3. Northeast Florida State Hospital, Baker County
  4. Treasure Coast Forensic Treatment Center, Martin County
  5. South Florida State Hospital, Broward County
  6. South Florida Evaluation and Treatment Center, Miami-Dade County

## ATTACHMENT III

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

### MONITORING

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

### AUDITS

#### **PART I: FEDERAL REQUIREMENTS**

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

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

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

## PART II: STATE REQUIREMENTS

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

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

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

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

## PART III: REPORT SUBMISSION

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

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

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

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

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

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

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

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

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
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Providers, when submitting audit report packages to the Department for audits done in accordance with OMB Uniform Guidance, Section 200.500-200.521, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

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

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