

AMENDMENT #0014

THIS AMENDMENT, entered into between the State of Florida, Department of Children and Families, hereinafter referred to as the "Department" and Southeast Florida Behavioral Health Network, Inc., hereinafter referred to as the "Provider," amends Contract # IH611.

Amendment #0013 restated Contract #IH611 with the revised Attachment I, Exhibits A-E, and Attachments II through IV.

The purpose of Amendment # 0014 is to update language to include CSU database requirements, remove Most Favored Party Status requirement, and add EOG/OPB reporting requirements.

1. Page 9, Legacy Standard Contract, Signature Block, second sentence, is hereby amended to read:

IN WITNESS THEREOF, the parties hereto have caused this 67 page Contract to be executed by their undersigned officials as duly authorized.

2. Pages 10-40, Attachment I, dated June 10, 2015, as previously amended in Amendment #0013, are hereby deleted in their entirety and Pages 10-40, Attachment I, dated July 24, 2015, are inserted in lieu thereof and attached hereto.
3. Pages 55-56, Exhibit F – Region-Specific Provisions, dated June 10, 2015, are hereby deleted in their entirety and Pages 55-58, Exhibit F – Region-Specific Provisions, dated July 24, 2015, are inserted in lieu thereof and attached hereto.
4. Page 57, Attachment II, Certification Regarding Lobbying, is hereby renumbered Page 59.
5. Pages 58-60, Attachment III, Finance and Compliance Audit Attachment, are hereby renumbered Pages 60-62
6. Pages 61-65, Attachment IV, Provider's Access To and Use of Protected Health Information, are hereby renumbered Pages 63-67.

This amendment shall begin on July 24, 2015 or the date on which the amendment has been signed by both parties, whichever is later.

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

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

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

IN WITNESS THEREOF, the parties hereto have caused this 37 page amendment to be executed by their officials' thereunto duly authorized.

PROVIDER: Southeast Florida Behavioral
Health Network, Inc.

SIGNED
BY: _____

NAME: Ann Berner

TITLE: Chief Executive Officer

DATE: 9/18/2015

FEDERAL ID NUMBER: 271871869

STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND
FAMILIES

SIGNED
BY: _____

NAME: Dennis Miles

TITLE: Regional Managing Director

DATE: 9-18-15

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 Southeast 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., that are located within the following counties: Indian River, Martin, Okeechobee, Palm Beach, and St. Lucie.

(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 15, 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 18th 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.

(o) No later than August 1, 2015, the Managing Entity shall require public receiving facilities within its Network Service Providers to collect and submit the crisis stabilization service utilization data specified in s. 394.9082(10), F.S., daily using a file transfer protocol process or a web portal developed by 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/

(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 Plans, Reports, and Functional Tasks***, by the dates specified therein.
- (2) The Managing Entity shall make all requested documentation available in the Electronic Vault. All reports and plans or changes to existing reports and plans shall be uploaded within 10 business days of the change or Department approval, when approval of a plan is required.

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

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

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

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

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

d. Performance Specifications

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

e. Performance Measures

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

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

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

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

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

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

f. Performance Measurement Terms

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

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

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

i. Corrective Action for Performance Deficiencies

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

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

6. Managing Entity Responsibilities

a. Managing Entity Unique Activities

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

b. Coordination with other Providers/Entities

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

7. Department Responsibilities

a. Department Obligations

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

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

b. Department Determinations

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

c. Managing Entity Contract Monitoring Requirements

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

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

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

C. Method of Payment

1. Payment Clause

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

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

c. The contract total dollar amount shall not exceed \$ 189,291,067, subject to the availability of funds, as outlined below:

Table 1: Contract Funding

State Fiscal Year	Managing Entity Operational Cost	Direct Services Cost	Total Value of Contract
2012-2013	\$ 9,034,641	\$ 29,574,934	\$ 38,609,575
2013-2014	\$ 9,706,825	\$ 41,381,729	\$ 51,088,554
2014-2015	\$ 7,550,111	\$ 43,464,154	\$ 51,014,265
2015-2016	\$ 6,898,172	\$ 41,680,501	\$ 48,578,673
Total	\$ 33,189,749	\$ 156,101,318	\$ 189,291,067

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 th of month following service delivery	No later than the 20 th of month following service delivery

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

3. Invoice Requirements

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

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

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

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

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

4. Cost Allocation Plan

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

b. The Department will review the Cost Allocation Plan and provide any comments within 15 days of submission. Revisions required by the Department shall be submitted by the date of the payment request for September. Failure to have an approved Cost Allocation Plan by September

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

c. The Managing Entity may request to amend or revise their Cost Allocation Plan at any time during the state fiscal year, in writing to the Contract Manager. The Managing Entity shall submit the amended or revised Cost Allocation Plan within 20 days of providing written notification. The Department will review and provide written comments within 15 days of submission. The Managing Entity must submit a revised Cost Allocation Plan addressing any revisions required by the Department, within 15 days of the date of the Department's written response.

5. Carry Forward Funding

a. In accordance with s. 394.9082, F.S., the Managing Entity may carry forward documented unexpended state funds from one fiscal year to the next fiscal year, unless the following fiscal year falls outside the contract period, subject to the following conditions.

(1) Any funds carried forward shall be expended in accordance with the *General Appropriations Act* in effect when the funds were allocated to the Managing Entity

(2) The cumulative amount carried forward may not exceed eight percent of the contract total. Any unexpended state funds in excess of eight percent must be returned to the Department.

(3) The funds carried forward may not be used in any way that would create increased recurring future obligations, and such funds may not be used for any type of program or service that is not currently authorized by this contract.

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

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

6. Local Match

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

7. Allowable Costs

a. All costs associated with performance of the services contemplated by this contract must be both reasonable and necessary and in compliance with the cost principles for non-profit organizations, pursuant to 2 CFR Part 200 – *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (also known as the "OMB Super Circular.") and Ch. 65E-14, F.A.C.

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

c. Invoices must be dated, signed by an authorized representative of the Managing Entity and submitted in accordance with the submission schedule in this contract, with appropriate service utilization and Individuals Served data accepted into the SAMH Data System, in accordance with **PAM 155-2**.

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

8. Third Party Billing

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

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

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

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

(2) Department funds may reimburse services provided to:

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

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

b. The Managing Entity shall ensure that Medicaid funds will be accounted for separately from funds for this contract at both the Network Service Provider and Managing Entity levels. This includes services such as SIPP and FACT.

9. Financial Reconciliation

a. The Managing Entity shall submit reports that reflect the Managing Entity's actual operational cost and the actual service cost of the Network in accordance with **Table 2: Invoice and Expenditure Report Submission Schedule**. The Managing Entity shall submit a final Expenditure Report annually no later than August 15. Payment for the final month of the fiscal year and carry forward shall not be approved until final reconciliation has been completed by the Department.

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

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

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

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

10. Quarterly Report

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

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

D. Special Provisions

1. Dispute Resolution

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

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

2. MyFloridaMarketPlace Transaction Fee

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

3. Contract Renewal

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

4. Special Insurance Provisions

- a. The Managing Entity shall notify the Contract Manager within 30 calendar days if there is a modification to the terms of insurance including but not limited to, cancellation or modification to policy limits.
- b. The Managing Entity acknowledges that, as an independent contractor, the Managing Entity and its Network Service Providers at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.
- c. The Managing Entity shall obtain and provide proof to the Department of comprehensive general liability insurance coverage (broad form coverage), specifically including premises, fire and legal liability to cover managing the Managing Entity and all of its employees. The limits of Managing Entity's coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.
- d. The Managing Entity shall cause all Network Service Providers, at all tiers, who the Managing Entity reasonably determines to present a risk of significant loss to the Managing Entity or the Department, to obtain and provide proof to Managing Entity and the Department of comprehensive general liability insurance coverage (broad form coverage), specifically including premises, fire and legal liability covering the Network Service Provider and all of its employees. The limits of coverage for the Managing Entity's Network Service Providers, at all tiers, shall be in such amounts as the Managing Entity reasonably determines to be sufficient to cover the risk of loss.
- e. If any officer, employee, or agent of the Managing Entity operates a motor vehicle in the course of the performance of its duties under this contract, the Managing Entity shall obtain and provide proof to the Department of comprehensive automobile liability insurance coverage. The limits of the Managing Entity's coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.

- f. If any officer, employee, or agent of any Network Service Provider, at all tiers, operates a motor vehicle in the course of the performance of the duties of the Network Service Provider, the Managing Entity shall cause the Network Service Provider to obtain and provide proof to the Managing Entity and the Department of comprehensive automobile liability insurance coverage with the same limits.
- g. The Managing Entity shall obtain and provide proof to the Department of professional liability insurance coverage, including errors and omissions coverage, to cover the Managing Entity and all of its employees. If any officer, employee, or agent of the Managing Entity administers any prescription drug or medication or controlled substance in the course of the performance of the duties of the Managing Entity under this contract, the professional liability coverage shall include medical malpractice liability and errors and omissions coverage, to cover the Managing Entity and all of its employees. The limits of the coverage shall be no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.
- h. If any officer, employee, or agent of the Network Service Provider, at all tiers, provides any professional services or provides or administers any prescription drug or medication or controlled substance in the course of the performance of the duties of the Network Service Provider, the Managing Entity shall cause the Network Service Provider, at all tiers, to obtain and provide proof to the Managing Entity and the Department of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all Network Service Provider employees with the same limits.
- i. The Department shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any such insurance. The payment of any deductible on any policy shall be the sole responsibility of the Managing Entity, or Network Service Provider purchasing the insurance.
- j. All such insurance policies of the Managing Entity and its Network Service Providers, at all tiers, shall be provided by insurers licensed or eligible to do and that are doing business in the State of Florida. Each insurer must have a minimum rating of "A" by A. M. Best or an equivalent rating by a similar insurance rating firm, and shall name the Department as an additional insured under the policy(ies). The Managing Entity shall use its best good faith efforts to cause the insurers issuing all such general, automobile, and professional liability insurance to use a policy form with additional insured provisions naming the Department as an additional insured or a form of additional insured endorsement that is acceptable to the Department in the reasonable exercise of its judgment.
- k. All such insurance proposed by the Managing Entity shall be submitted to and confirmed by the Contract Manager annually by March 31.
- l. The requirements of this section shall be in addition to, and not in replacement of, the requirements of **Standard Contract, Section 10**, but in the event of any inconsistency between the requirements of this section and the requirements of the Standard Contract, the provisions of this section shall prevail and control.

5. Use of Department's Operating Procedures

The Managing Entity shall use the Department's Operating Procedures until its agency procedures are approved by the Department for implementation. In the event of differing interpretation, the parties agree to meet for resolution. The Managing Entity shall have its operating procedures approved within

180 days of contract execution. The Department agrees to review proposed operating procedures submitted by the Managing Entity and will respond in writing with comments, or will approve within 30 working days from the day of receipt. Once approved by the Department, the Managing Entity's operating procedures may be amended without further Departmental review provided that they conform to state and federal laws and regulations.

6. Preference to Florida-Based Businesses

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

7. National Provider Identifier (NPI)

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

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

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

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

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

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

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

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

(3) *The CMS NPI:*

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

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**.

10. Most Favored Party Status

This contract is exempt from the requirements of Legacy Standard Contract, Section 33.k.

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

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

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

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

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

Exhibit F – 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.
- C.** At a minimum, the managing entity shall ensure each Network Service Provider:
1. Reports the following performance metrics in the format specified by the Department:
 - 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; and
 2. Beginning with Fiscal Year 2015-16, provide reports directly to the Executive Office of the Governor Office of Policy and Budget (EOG/OPB) documenting the return on investment for any specific appropriation identified with the acronym "EOG/OPB" in Table A.
 - a. An initial report identifying the positive return the state will receive by providing the funding shall be submitted to EOG/OPB on or before July 31, 2015.
 - b. The initial report shall include actual returns by fiscal year if the provider previously received state funding, and projected positive returns based on the Fiscal Year 2015-16 funding.
 - c. Quarterly update reports shall be submitted to EOG/OPB within 30 days after the end of each fiscal year quarter thereafter.
 - d. All reports shall be submitted to MaryBeth.Vickers@laspbs.state.fl.us and a copy maintained in the Managing Entity subcontract file.

Table A – Program-Specific Fund Summary			
Year	Specific Appropriation	Provider	Amount
FY14-15	351	Palm Beach County	\$200,000.00
	372	Pregnant and Post-Partum Women Funding Allocated to the following providers and amounts 1. Gratitude House, PDA13: \$373,090.00 2. Counseling and Recovery Center, Inc., ZDA14: \$411,580.00 3. The Jerome Golden Center, Inc., PTF03: \$63,360.00	\$994,374.00
FY15-16 through FY17-18	PPG Solicitation LHZ03	New Horizons of the Treasure Coast	\$150,000.00
		Hanley Center Foundation, Inc. – Palm Beach County	\$150,000.00
		Substance Abuse Council of Indian River County	\$150,000.00
FY15-16	377J	Pregnant Women, Mothers, and Affected Families Funding Allocated to the following providers 1. Provider Name 2. Provider Name 3. 4.	\$994,374.00 <i>Amounts for providers will be specified in a report submitted with the Final Fiscal Year Invoice</i>
		Family Intensive Treatment (FIT) funding, allocated in accordance with Section F.2. of this Exhibit. EOG/OPB	\$600,000.00
	377M	Jerome Golden Center EOG/OPB	\$575,000.00

D. Fiscal Year 2014-15 Appropriations

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 – Palm Beach County

During Fiscal Year 2014-2015, from the funds in Specific Appropriation 351, the nonrecurring sum of \$200,000.00 from the General Revenue Fund is provided to Palm Beach County for residential mental health and substance abuse treatment services.

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

From the funds in Specific Appropriation 372, the recurring sum of \$994,374.00 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.

E. Prevention Partnership Grants

Pursuant to the Notice of Award for the PPG procurement RFA #LHZ03, the Managing Entity shall execute 3 year subcontracts with Network Service Providers for the annual amounts detailed in Table A for the implementation of the PPG program.

1. The Managing Entity shall negotiate PPG services within the scope of work detailed in the Network Service Provider's application.
2. The Subcontract shall incorporate the specifications and elements detailed in the RFA, including but not limited to objectives, measures, and reporting.
3. The Subcontract shall incorporate funding as detailed in the Table A for reasonable, allowable, and necessary expenditures required to perform PPG services.
4. The Subcontract shall require the Network Service Provider to enter all prevention data into the Department's Performance Based Prevention System (PBPS).

F. Fiscal Year 2015-16 Appropriations

Pursuant to the FY15-16 General Appropriations Act, Ch. 2015-232, Laws of Fla., the Managing Entity shall implement the following:

1. Specific Appropriation 377J – Pregnant Women, Mothers, and Affected Families Funding

From the funds in Specific Appropriation 377J, the recurring sum of \$994,374.00 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.

The Managing Entity shall subcontract with the Network Service Providers for this funding as listed in Table A. With the submission of the Final Fiscal Year Invoice, the Managing Entity will submit a report that details for each provider the sub contractual amount, actual amount paid, and total units purchased. This report shall also contain the total of any anticipated carry forward funds of Specific Appropriation 377J – Pregnant and Post-Partum Women Funding. These anticipated carry forward funds will also be included on **Incorporated Document 27: Managing Entity Carry Forward Expenditure Report**.

2. Specific Appropriation 377J – Family Intensive Treatment Funding

From the funds in Specific Appropriation 377J, \$600,000.00 from the General Revenue Fund is provided to expand the Family Intensive Treatment (FIT) team model to Palm Beach County, through a competitive bid process that targets specific communities based on indicated child welfare need.

- a. The Family Intensive Treatment (FIT) team model is designed to provide intensive team-based, family-focused, comprehensive services to families in the child welfare system with parental substance abuse. Treatment shall be available and provided in accordance with the indicated level of care required and providers shall meet program specifications. Funds shall be targeted to select communities with high rates of child abuse cases.
- b. The Managing Entity shall initiate a competitive bid process to deliver the FIT model by July 31,

2015.

- c. The Managing Entity shall subcontract with Network Service Providers on or before October 1, 2015, to provide FIT model services for the full amount of funding specified in Table A and shall not reduce payment to these providers for any operational costs, including behavioral health fees, of the Managing Entity associated with the administration of the subcontracts.
- d. To ensure the implementation and administration of the FIT team model complies with the Department's programmatic standards, the Managing Entity shall require Network Service Providers providing FIT model services adhere to the staffing, service delivery and reporting requirements of Incorporated Document 32: FIT Model Guidelines and Requirements, which is hereby incorporated by reference.

3. Specific Appropriation 377M – Jerome Golden Center

From the funds in Specific Appropriation 377M, the nonrecurring sum of \$575,000 from the General Revenue Fund is provided to the Jerome Golden Center for behavioral health services.

G. Collaboration with Southeast Region Assignments.

The Managing Entity will work in collaboration with the Southeast Region SAMH staff in completing any assignments given to the Southeast Region which involve the ME and/or its subcontractors and for which the ME would have or have access to the needed information. Any deadlines would be negotiable when the Southeast Region has the flexibility to negotiate.

H. Communication.

1. The Managing Entity shall ensure significant communications from the Managing Entity to the Department will include the Contract Manager and the Regional SAMH Director.
2. All Public Meetings, as well as Board/Board Committee Meetings must be noticed directly to the Contract Manager and the Regional SAMH Director.

I. Partnership Meetings.

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

J. Client, Stakeholder, Provider, and/or Licensing Issues, Incidents, Complaints, and/or Investigations.

1. The Managing Entity will share currently available information about the issue, during and following, with the SER SAMH designated staff
2. The Department will share currently available information regarding a provider contracted with the Managing Entity when substance abuse provisional/probationary licenses are issued.

K. Southeast Region Specific Performance Metrics.

The Managing Entity will assist in developing performance metrics as determined by the Department's Regional Leadership to support Southeast Region Priorities. These metrics/outcomes will be reported by the ME to the Department's Regional Staff as feasible. If the ME is unable to obtain the requested information, the ME will notify the Department's Regional Leadership as soon as it is determined the ME is unable to obtain the information.