

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 #0021 renewed Contract IH611 for an additional three years through June 30, 2019 and restated the contract with CF Standard Integrated Contract 2016.

Amendment #0022 updated Exhibit E, Schedule of Funds dated 6/7/2016 and added \$25,490.00 to Fiscal Year 15-16 of the contract, as specified in Budget Amendment B-0110 in the amount of \$12,990.00 and Budget Amendment B-0258 in the amount of \$12,500.00.

Amendment #0023 updated Exhibit E, Schedule of Funds dated 8/8/16 and added \$578,067.00 to Fiscal Year 16-17 of the contract, as specified in Budget Amendments B-0012, B-0018, and B-0021

Amendment #0024 added \$432,410.00 to the current Fiscal Year 2016-2017; revised Exhibit A, Special Provisions; Exhibit C3, ME Required Reports, Plans, and Functional Tasks; Exhibit F, Method of Payment; Exhibit F1, Schedule of Funds; and Exhibit F2, Schedule of Payments.

Amendment #0025 updated Exhibit B, Scope of Work; pursuant to PHS Act §1931(a)(I)(E) and 1916(a)(5) and 45 CFR §96.135(a)(5), the Managing Entity may not enter into subcontracts with a for-profit entity using Block Grant funds unless the for-profit entity subcontract is solely for providing goods and services for the Managing Entity's own use in meeting its obligations under this Contract. A subcontract with a for-profit entity may not provide for services meeting the definition of a "subaward" as defined in 2 CFR §200.92, using Block Grant funds, and revised Exhibit F1, ME Schedule of Funds, which did not have any financial impact.

Amendment #0026 updated the Schedule of Funds by transferring general revenue budget authority from OCAs MH000 and MS000 to two newly created OCAs, MHSFP and MSSFP to track for-profit sub-recipient expenditures.

Amendment #0027 updated the Schedule of Funds by transferring budget authority in OCA MHSOC for the new System of Care grant award effective 09/30/16.

Amendment #0028 updated Exhibit A and Exhibit C1 to incorporate the requirements of the Partnerships For Success (PFS) guidance document, and reduced the contract amount for Fiscal Year 2016-2017 by \$102,568.00.

Amendment #0029 updated Exhibits F, F1, and F2 and increased the contract amount for Fiscal Year 2016-2017 by \$184,844.00 due to implementing Florida's Opioid State Targeted Response Project.

Amendment #0030 updated the Schedule of Funds by transferring general revenue budget authority from TANF Mental Health to TANF Substance Abuse..

The purpose of Amendment #0031 is to update the following exhibits due to revisions for Fiscal Year 2017-2018.

1. Page 1, CF Standard Integrated Contract 2016, Section 1.1., dated 2016, Purpose and Contract Amount is hereby amended to read:

Section 1.1, Purpose and Contract Amount

The Department is engaging the Provider for the purpose of serving as a Regional Managing Entity, pursuant to s.394.9082, F.S., to manage the day-to-day operational delivery of behavioral health services through an organized system of care, pursuant to state and federal law, within the annual appropriation, as further described in Section 2, payable as provided in Section 3, in an amount not to exceed \$ 366,728,479.00.

2. Page 17, CF Standard Integrated Contract 2016, after IN WITNESS THEREOF, delete "83", and Replace with "85".
3. Pages 18 - 22, CF Standard Integrated Contract 2016, **EXHIBIT A – SPECIAL PROVISIONS**, dated March 3, 2017, are hereby deleted in their entirety and Pages 18 - 22, Standard Integrated Contract 2016, **REVISED EXHIBIT A – SPECIAL PROVISIONS**, dated July 1, 2017, are inserted in lieu thereof and attached hereto.
4. Pages 26 - 29, CF Standard Integrated Contract 2016, **EXHIBIT A2 – SAMH PROGRAMMATIC STATE AND FEDERAL LAWS, RULES, AND REGULATIONS**, dated May 12 2016, are hereby deleted in their entirety and Pages 26 - 29, Standard Integrated Contract 2016, **REVISED EXHIBIT A2 – SAMH PROGRAMMATIC STATE AND FEDERAL LAWS, RULES, AND REGULATIONS**, dated July 1, 2017, are inserted in lieu thereof and attached hereto.
5. Pages 30 - 32, CF Standard Integrated Contract 2016, **EXHIBIT B – SCOPE OF WORK**, dated December 13, 2016, are hereby deleted in their entirety and Pages 30 - 32, Standard Integrated Contract 2016, **REVISED EXHIBIT B – SCOPE OF WORK**, dated July 1, 2017, are inserted in lieu thereof and attached hereto.
6. Pages 37 - 52, CF Standard Integrated Contract 2016, **EXHIBIT C – TASK LIST**, dated May 12, 2016, are hereby deleted in their entirety and Pages 37 - 52, Standard Integrated Contract 2016, **REVISED EXHIBIT C – TASK LIST**, dated July 1, 2017, are inserted in lieu thereof and attached hereto.

7. Pages 55 - 58, CF Standard Integrated Contract 2016, **EXHIBIT C2 – REGION-SPECIFIC APPROPRIATIONS**, dated July 28, 2016, are hereby deleted in their entirety and Pages 55 - 59, Standard Integrated Contract 2016, **REVISED EXHIBIT C2 – REGION-SPECIFIC APPROPRIATIONS**, dated July 1, 2017, are inserted in lieu thereof and attached hereto.
8. Pages 59 - 62, CF Standard Integrated Contract 2016, **EXHIBIT C3 – REPORTS**, dated November 30, 2016, are hereby deleted in their entirety and Pages 60 - 64, Standard Integrated Contract 2016, **REVISED EXHIBIT C3 – REPORTS**, dated July 1, 2017, are inserted in lieu thereof and attached hereto.
9. Page 63, CF Standard Integrated Contract 2016, **EXHIBIT D – DELIVERABLES**, dated May 12, 2016, is hereby renumbered Page 65.
10. Pages 64 - 67, CF Standard Integrated Contract 2016, **EXHIBIT E – MINIMUM PERFORMANCE MEASURES**, dated May 12, 2016, are hereby deleted in their entirety and Pages 66 - 69, Standard Integrated Contract 2016, **REVISED EXHIBIT E – MINIMUM PERFORMANCE MEASURES**, dated July 1, 2017, are inserted in lieu thereof and attached hereto.
11. Pages 68 - 71, CF Standard Integrated Contract 2016, **EXHIBIT F – METHOD OF PAYMENT**, dated May 12, 2017, are hereby deleted in their entirety and Pages 70 - 73, Standard Integrated Contract 2016, **REVISED EXHIBIT F – METHOD OF PAYMENT**, dated July 1, 2017, are inserted in lieu thereof and attached hereto.
12. Page 72, CF Standard Integrated Contract 2016, **EXHIBIT F1 – ME SCHEDULE OF FUNDS**, dated May 10, 2017, is hereby renumbered Page 74.
13. Page 73, CF Standard Integrated Contract 2016, **EXHIBIT F2 – SCHEDULE OF PAYMENTS, Section F2-1, Table 7**, dated May 12, 2017, is hereby deleted and Page 75, Standard Integrated Contract 2016, **EXHIBIT F2 – SCHEDULE OF PAYMENTS, Section F2-1, Table 7**, dated July 1, 2017, is inserted in lieu thereof and attached hereto.
14. Page 74, CF Standard Integrated Contract 2016, **EXHIBIT F2 – SCHEDULE OF PAYMENTS, Section F2-2, Table 8**, dated May 12, 2016, is hereby deleted and Page 76, Standard Integrated Contract 2016, **EXHIBIT F2 – SCHEDULE OF PAYMENTS, Section F2-2, Table 8**, dated July 1, 2017 is inserted in lieu thereof and attached hereto.
15. Pages 75 - 77, CF Standard Integrated Contract 2016, **ATTACHMENT 1, FINANCIAL AND COMPLIANCE AUDIT ATTACHMENT**, dated March 1, 2017, are hereby renumbered Pages 77 – 79.

This amendment shall begin on July 1, 2017 or the date on which the amendment has been signed by both parties, whichever is later.

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

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

This amendment and all its attachments are hereby made a part of the contract. **IN WITNESS THEREOF**, the parties hereto have caused this **fifty-two (52) page** amendment to be executed by their officials' thereunto duly authorized.

**PROVIDER: SOUTHEAST FLORIDA
BEHAVIORAL HEALTH
NETWORK, INC.**

**FLORIDA DEPARTMENT OF
CHILDREN AND FAMILIES**

SIGNED
BY: _____

SIGNED
BY: _____

NAME: Ann Berner

NAME: Dennis Miles

TITLE: Chief Executive Officer

TITLE: Regional Managing Director

DATE: 6/29/2017

DATE: 6/29/17

FEDERAL ID NUMBER: 271871869

EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 9, as provided herein:

A-1 ENGAGEMENT, TERM AND CONTRACT DOCUMENT**A-1.1 Contract Document**

In addition to the provisions of **Section 1.4.**, the following documents, or the latest revisions thereof, are incorporated herein and made a part of this Contract.

A-1.1.1 Additional Contract Exhibits

Exhibits A1, A2, B1, C1, C2, C3, F1 and F2

A-1.1.2 Guidance Documents

Guidance 1 - Evidence-Based Guidelines

Guidance 2 - Tangible Property Requirements

Guidance 3 - Managing Entity Expiration, Termination and Transition Planning Requirements

Guidance 4 - Care Coordination

Guidance 5 - Residential Mental Health Treatment for Children and Adolescents

Guidance 6 - Outpatient Forensic Mental Health Services

Guidance 7 - Forensic and Civil Treatment Facility Admission and Discharge Processes

Guidance 8 - Assisted Living Facilities with Limited Mental Health (ALF-LMH) Licensure

Guidance 9 - Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach Access, and Recovery (SOAR)

Guidance 10 - Prevention Services

Guidance 11 - Juvenile Incompetent to Proceed (JITP)

Guidance 12 - Behavioral Health Network (BNet) Guidelines and Requirements

Guidance 13 - Indigent Drug Program (IDP)

Guidance 14 - Prevention Partnership Grants (PPG)

Guidance 15 - Projects for Assistance in Transition from Homelessness (PATH)

Guidance 16 - Florida Assertive Community Treatment (FACT) Handbook

Guidance 17 - Temporary Assistance for Needy Families (TANF) Funding Guidance

Guidance 18 - Family Intensive Treatment (FIT) Model Guidelines and Requirements

Guidance 19 - Integration with Child Welfare

Guidance 20 - Local Review Team

Guidance 21 - Housing Coordination

Guidance 22 - Federal Grant Financial Management Requirements

Guidance 23 - Crisis Counseling Program

Guidance 24 - Performance Outcomes Measurement Manual

Guidance 25 - National Voter Registration Act Guidance

Guidance 26 - Women's Special Funding, Substance Abuse Services for Pregnant Women and Mothers

Guidance 27 – Central Receiving Systems Grant

Guidance 28 – Forensic Multidisciplinary Team

Guidance 29 – Transitional Voucher

Guidance 30 – Partnerships for Success (PFS)

Guidance 31 – Children's Mental Health System of Care (CMHSOC) Grant

A-1.1.3 Templates

Template 1 - Provider Tangible Property Inventory Form

Template 2 - Managing Entity Substance Abuse and Mental Health Block Grant Reporting Template Overview and Instructions

Template 3 - Narrative Report for the Substance Abuse and Mental Health Block Grant

Template 4 - Managing Entity Annual Business Operations Plan

Template 5 - ALF-LMH Forms

Template 6 - BNet Participant Forms

Template 7 - BNet Alternative Service Forms

Template 8 – *Deleted, effective 11/29/2016*

Template 9 - Local Match Calculation Form

Template 10 - Managing Entity Monthly Fixed Payment Invoice

Template 11 - Managing Entity Monthly Progress Report

Template 12 - Managing Entity Monthly Expenditure Report

Template 13 - Managing Entity Monthly Carry Forward Expenditure Report

Template 14 - Cost Allocation Plan

Template 15 - Managing Entity Spending Plan for Carry Forward Report

Template 16 - Women's Special Funding Reporting Template

Template 17 - FIT Reporting Template

Template 18 - *Deleted, effective 5/18/2017*

Template 19 – Partnerships for Success Grant Drug Epidemiology Network (DENs) Report

Template 20 – CMHSOC Quarterly Report Template

A-1.1.4 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>

Copies of these documents may also be obtained from the Department, 1317 Winewood Boulevard, Tallahassee, FL, 32399-0700.

A-1.2 Program Specific Terms

In addition to the provisions of **Section 1.4.1.**, the definitions in **Exhibit A1** apply to this Contract.

A-2 STATEMENT OF WORK

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

A-3 PAYMENT, INVOICE AND RELATED TERMS

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

A-4 GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

A-4.1 Notwithstanding the terms of **Section 4.3.**, the Managing Entity may subcontract with Network Service Providers without advance approval in writing by the Department.

A-4.2 Insurance

In addition to the provisions of **Section 4.5.**, the following Special Insurance Provisions shall apply to this Contract. In the event of any inconsistency between the requirements of this section and the requirements of **Section 4.5.**, the provisions of this section shall prevail and control.

A-4.2.1 The Managing Entity shall notify the Contract Manager within 30 calendar days if there is a modification to the terms of insurance including but not limited to, cancellation or modification to policy limits.

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

A-4.2.3 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.

A-4.2.4 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.

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

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

A-4.2.7 The Managing Entity shall obtain and provide proof to the Department of professional liability insurance coverage, including errors and omissions coverage, to cover the Managing Entity

and all 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.

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

A-4.2.9 The Department shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any such insurance. The payment of any deductible on any policy shall be the sole responsibility of the Managing Entity, or Network Service Provider purchasing the insurance.

A-4.2.10 All such insurance policies of the Managing Entity and its Network Service Providers, at all tiers, shall be provided by insurers licensed or eligible to do and that are doing business in the State of Florida. Each insurer must have a minimum rating of "A" by A. M. Best or an equivalent rating by a similar insurance rating firm, and shall name the Department as an additional insured under the policy or policies. The Managing Entity shall use its best good faith efforts to cause the insurers issuing all such general, automobile, and professional liability insurance to use a policy form with additional insured provisions naming the Department as an additional insured or a form of additional insured endorsement that is acceptable to the Department in the reasonable exercise of its judgment.

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

A-5 RECORDS, AUDITS AND DATA SECURITY

A-5.1 Inspections and Corrective Action

In addition to the terms of **Section 5.2.**, the following requirements shall apply to this Contract.

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

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

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

A-6 PENALTIES, TERMINATION AND DISPUTE RESOLUTION

A-6.1 Termination

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

A-6.1.1 Notwithstanding the provisions of **Section 6.2.1.**, in accordance with Section 22 of PUR 1000 Form, this Contract may be terminated by the Department without cause upon no less than 180 calendar days' notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.

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

A-6.2 Dispute Resolution

In addition to the terms of **Section 6.3.**, the following Dispute Resolution terms shall apply to this Contract:

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

A-6.2.2 If the CEO and 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.

A-7 OTHER TERMS

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

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

A-8 FEDERAL FUNDS APPLICABILITY

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

A-9 CLIENT SERVICES APPLICABILITY

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

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EXHIBIT A2 – SAMH PROGRAMMATIC STATE AND FEDERAL LAWS, RULES, AND REGULATIONS

The provider and its subcontractors shall comply with all applicable state and federal laws, rules and regulations, as amended from time to time, that affect the subject areas of the contract. Authorities include but are not limited to the following:

A2-1 Federal Authority**A2-1.1 Block Grants Regarding Mental Health and Substance Abuse****A2-1.1.1 Block Grants for Community Mental Health Services**

42 U.S.C. ss. 300x, et seq.

A2-1.1.2 Block Grants for Prevention and Treatment of Substance Abuse

42 U.S.C. ss. 300x-21 et seq.

45 C.F.R. Part 96, Subpart L

A2-1.2 Department of Health And Human Services, General Administration, Block Grants

45 C.F.R. Part. 96

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

42 C.F.R. Part 54

A2-1.4 Confidentiality Of Substance Use Disorder Patient Records

42 C.F.R. Part 2

A2-1.5 Security and Privacy

45 C.F.R. Part 164

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

20 C.F.R. Part 416

A2-1.7 Temporary Assistance to Needy Families (TANF)

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

45 C.F.R., Part 260

A2-1.8 Projects for Assistance in Transition from Homelessness (PATH)

42 U.S.C. ss. 290cc-21 – 290cc-35

A2-1.9 Equal Opportunity for Individuals with Disabilities (Americans with Disabilities Act of 1990)

42 U.S.C. ss. 12101 - 12213

A2-1.10 Prevention of Trafficking (Trafficking Victims Protection Act of 2000)

22 U.S.C. s. 7104

2 C.F.R. Part 175

A2-2 Florida Statutes**A2-2.1 Child Welfare and Community Based Care**

Ch. 39, F.S.

Proceedings Relating to Children

Ch. 402, F.S.

Health and Human Services: Miscellaneous Provisions

A2-2.2 Substance Abuse and Mental Health Services

Ch. 381, F.S.	Public Health: General Provisions
Ch. 386, F.S.	Particular Conditions Affecting Public Health
Ch. 394, F.S.	Mental Health
Ch. 395, F.S.	Hospital Licensing and Regulation
Ch. 397, F.S.	Substance Abuse Services
Ch. 400, F.S.	Nursing Home and Related Health Care Facilities
Ch. 414, F.S.	Family Self-Sufficiency
Ch. 458, F.S.	Medical Practice
Ch. 464, F.S.	Nursing
Ch. 465, F.S.	Pharmacy
Ch. 490, F.S.	Psychological Services
Ch. 491, F.S.	Clinical, Counseling, and Psychotherapy Services
Ch. 499, F.S.	Florida Drug and Cosmetic Act
Ch. 553, F.S.	Building Construction Standards
Ch. 893, F.S.	Drug Abuse Prevention and Control
S. 409.906(8), F.S.	Optional Medicaid Services – Community Mental Health Services

A2-2.3 Developmental Disabilities

Ch. 393, F.S.	Developmental Disabilities
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A2-2.4 Adult Protective Services

Ch. 415, F.S.	Adult Protective Services
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A2-2.5 Forensics

Ch. 916, F.S.	Mentally Deficient and Mentally Ill Defendants
Ch. 985, F.S.	Juvenile Justice; Interstate Compact on Juveniles
S. 985.19, F.S.	Incompetency in Juvenile Delinquency Cases
S. 985.24, F.S.	Interstate Compact on Juveniles; Use of detention; prohibitions

A2-2.6 State Administrative Procedures and Services

Ch. 119, F.S.	Public Records
Ch. 120, F.S.	Administrative Procedures Act
Ch. 287, F.S.	Procurement of Personal Property and Services
Ch. 435, F.S.	Employment Screening
Ch. 815, F.S.	Computer-Related Crimes
Ch. 817, F.S.	Fraudulent Practices
S. 112.061, F.S. authorized persons	Per diem and travel expenses of public officers, employees, and

- S. 112.3185, F.S. Additional standards for state agency employees
- S. 215.422, F.S. Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
- S. 216.181(16)(b), F.S. Advanced funds for program startup or contracted services

A2-3 Florida Administrative Code**A2-3.1 Child Welfare and Community Based Care**

- Ch. 65C-13, F.A.C. Foster Care Licensing
- Ch. 65C-14, F.A.C. Child-Caring Agency Licensing
- Ch. 65C-15, F.A.C. Child-Placing Agencies

A2-3.2 Substance Abuse and Mental Health Services

- Ch. 65D-30, F.A.C. Substance Abuse Services Office
- Ch. 65E-4, F.A.C. Community Mental Health Regulation
- Ch. 65E-5, F.A.C. Mental Health Act Regulation
- Ch. 65E-10, F.A.C. Psychotic and Emotionally Disturbed Children - Purchase of Residential Services Rules
- Ch. 65E-11, F.A.C. Behavioral Health Services
- Ch. 65E-12, F.A.C. Public Mental Health Crisis Stabilization Units and Short Term Residential Treatment Programs
- Ch. 65E-14, F.A.C. Community Substance Abuse and Mental Health Services - Financial Rules
- Ch. 65E-20, F.A.C. Forensic Client Services Act Regulation
- Ch. 65E-26, F.A.C. Substance Abuse and Mental Health Priority Populations and Services

A2-3.3 Financial Penalties

- Ch. 65-29, F.A.C. Penalties on Service Providers

A2-4 MISCELLANEOUS**A2-4.1 Department of Children and Families Operating Procedures**

- CFOP 155-10 / 175-40 Services for Children with Mental Health and Any Co-Occurring Substance Abuse or Developmental Disability Treatment Needs in Out-of-Home Care Placements
- CFOP 155-11 Title XXI Behavioral Health Network
- CFOP 155-47 Processing Referrals From The Department Of Corrections
- CFOP 215-6 Incident Reporting and Analysis System (IRAS)

A2-4.2 Standards applicable to Cost Principles, Audits, Financial Assistance and Administrative Requirements

- S. 215.97, F.S. Florida Single Audit Act
- S. 215.971, F.S. Agreements funded with federal or state assistance

Comptroller's Memorandum No. 03 (1999-2000)

Florida Single Audit Act Implementation

CFO's Memorandum No. 03 (2014 - 2015)

Compliance Requirements for Agreements

2 C.F.R., Part 200

Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,
available at <https://federalregister.gov/a/2013-30465>

2 C.F.R., Part 300

Department of Health and Human Services - Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Adoption of 2 C.F.R. Part 200

45 C.F.R., Part 75

Uniform Administration Requirements, Cost Principles, and Audit Requirements for HHS Awards

A2-4.3 Data Collection and Reporting Requirements

S. 394.74(3)(e), F.S. Data Submission

S. 394.9082, F.S. Behavioral health managing entities

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

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

DCF PAM 155-2 Mental Health and Substance Abuse Measurement and Data

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EXHIBIT B – SCOPE OF WORK**B-1 Scope of Service**

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

B-2 Major Contract Goals

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

B-3 Service Area and Locations

B-3.1 The Managing Entity shall subcontract for services within the following counties: Indian River, Martin, Okeechobee, Palm Beach, and St. Lucie.

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

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

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

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

B-4 Individuals to Be Served

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

B-5 Client Eligibility

Behavioral Health services shall be provided to persons pursuant to 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 **Sections B-5.1 through B-5.10**. Persons in **Sections B-5.1 through B-5.2** are specifically identified as persons to be given immediate priority over those in any other sections.

B-5.1 Pursuant to 45 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;

B-5.2 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;

B-5.3 Priority for services to families with children that have been determined to require substance abuse and mental health services by child protective investigators and also meet the target populations in **Section B-5.3.1** or in **Section B-5.3.2**. Such priority shall be limited to individuals that are not enrolled in Medicaid or another insurance program, or require services that are not paid by another payor source:

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

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

B-5.4 Individuals who reside in civil and forensic State Mental Health Treatment Facilities and individuals who are at risk of being admitted into a civil or forensic State Mental Health Treatment Facility pursuant to s. 394.4573, F.S.;

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

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

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

B-5.8 Children referred for residential placement in compliance with Ch. 65E-9.008(4), F.A.C

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

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

B-6 Client Determination

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

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

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

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

B-7 Equipment

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

B-7.2 The Managing Entity shall ensure that Network Service Providers comply with requirements in the **Guidance 2 – Tangible Property Requirements** and document compliance through the submission of **Template 1 – Provider Tangible Property Inventory Form**.

B-8 Contract Limits

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

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

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

- B-8.4** Services shall only be provided within the service area outlined in **Section B-3.1**.
- B-8.5** Pursuant to PHS Act §1931(a)(1)(E) and 1916(a)(5) and 45 CFR §96.135(a)(5), the Managing Entity may not enter into subcontracts with a for-profit entity using Block Grant funds unless the for-profit entity subcontract is solely for providing goods and services for the Managing Entity's own use in meeting its obligations under this Contract. A subcontract with a for-profit entity may not provide for services meeting the definition of a "subaward" as defined in 2 CFR §200.92, using Block Grant funds.
- B-8.6** The Managing Entity shall not subcontract development, implementation, administrative, or monitoring responsibilities without prior written approval from the Department.
- B-8.7** The Managing Entity shall not subcontract for Behavioral Health Services with any person or entity which:
- B-8.7.1** Is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity in accordance with s. 287.133, F.S.;
 - B-8.7.2** Is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on its ability to provide services, or which adversely reflects its ability to properly handle public funds;
 - B-8.7.3** Has had a contract terminated by the Department for failure to satisfactorily perform or for cause;
 - B-8.7.4** Has failed to implement a corrective action plan approved by the Department or any other governmental entity, after having received due notice; or
 - B-8.7.5** 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.
- B-8.8** The Managing Entity agrees that services funded by this Contract other than those set out in this Contract, will be provided only upon receipt of a written authorization from the Contract Manager. The Department has final authority to make any and all determinations that affect the health, safety, and well-being of the people of the State of Florida.

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REVISED EXHIBIT C – TASK LIST

C-1 Service Tasks

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:

C-1.1 Development and Planning Function

C-1.1.1 The Managing Entity shall develop and manage a comprehensive Network of qualified subcontracted Network Service Providers that:

C-1.1.1.1 Promotes the development and effective implementation of a coordinated system of care as defined by s. 394.4573, F.S.;

C-1.1.1.2 Provides an optimal array of services to meet community Behavioral Health Service pursuant to the needs assessment specified in **Section C-1.1.3**;

C-1.1.1.3 Manages and allocates available funds in compliance with federal and state laws, rule and regulations; and

C-1.1.1.4 Is accessible and responsive to individuals, families, and community Stakeholders; and

C-1.1.1.5 Adopts principles of recovery-oriented care and recovery supports as defined by the Substance Abuse and Mental Health Services Administration.

C-1.1.2 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:

C-1.1.2.1 Section 394.4574(3), F.S.;

C-1.1.2.2 Section 394.461(4)(a)-(c), F.S.;

C-1.1.2.3 Section 394.745, F.S.;

C-1.1.2.4 Section 394.75, F.S.;

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

C-1.1.2.6 The Annual Business Plan for the Department;

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

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

C-1.1.3 Effective July 1, 2016, the Managing Entity shall conduct a community behavioral health care needs assessment every three years, to be submitted to the Department no later than October 31 of each applicable year. At a minimum, the assessment shall consider:

C-1.1.3.1 The extent to which each designated receiving system within the Managing Entity service location functions as a "no-wrong-door model," as defined by s. 394.4573, F.S.;

C-1.1.3.2 The availability of treatment and recovery services that use recovery-oriented and peer-involved approaches;

C-1.1.3.3 The availability of less-restrictive services; and

C-1.1.3.4 The use of evidence-informed practices.

C-1.1.4 County Planning

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

C-1.1.5 Federal Planning

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

C-1.1.6 No later than July 31, 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 **Template 4 – Managing Entity Annual Business Operations Plan**. The annual business plan shall outline:

C-1.1.6.1 Governance and administration;

C-1.1.6.2 Provider relations and development;

C-1.1.6.3 Service management;

C-1.1.6.4 Customer service and consumer affairs;

C-1.1.6.5 Projected community need; and

C-1.1.6.6 Anticipated service targets.

C-1.1.7 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.

C-1.1.8 Within 90 days of execution, the Managing Entity shall submit, a record transition plan to be implemented in the case of contract termination or non-renewal by either party, in accordance with **Guidance 3 – Managing Entity Expiration, Termination and Transition Planning Requirements**.

C-1.1.9 The Department will review the proposed policies, procedures, and plans required to be submitted by the Managing Entity. The Department will respond in writing indicating approval or noting any deficiencies within 30 business days from the date of receipt. Once approved by the Department, the Managing Entity's policies and procedures may be amended provided that they conform to state and federal laws, state rules, and federal regulations.

C-1.1.10 The Managing Entity shall make available and communicate all plans, policies, procedures, and manuals to the Managing Entity staff, Network Service Providers, Individuals Served, and Stakeholders, as applicable.

C-1.1.11 Resource Development

The Managing Entity shall, where appropriate, develop additional resources by pursuing third-party payments for services, applying for grants, assisting providers in securing local matching funds and in-kind services, and employing other methods needed to ensure that services are available and accessible.

C-1.1.12 Enhancement Plan

Annually on September 1, effective as of 2017, the Managing Entity shall submit an Enhancement Plan for Department approval. The Enhancement Plan shall:

C-1.1.12.1 Identify a minimum of three and a maximum of five priority needs for services in the geographic area;

C-1.1.12.2 Provide a detailed description of the Managing Entity's strategies for enhancing services to address each priority need;

C-1.1.12.3 Include an implementation plan for each strategy which specifies actions steps and identifies responsible parties; delineates specific services to be purchased and the projected cost of those services; projects the number of individuals to be served and estimates the benefits of the services.

C-1.1.12.4 Be based upon a planning process which includes consumers and their families, community-based care lead agencies, local governments, law enforcement agencies, service providers, community partners and other stakeholders.

C-1.2 Implementation Function

C-1.2.1 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.

C-1.2.2 Care Coordination

C-1.2.2.1 Within 60 days of execution, the Managing Entity shall submit a care coordination plan for Department approval prior to implementation. The Managing Entity shall update the care coordination plan annually, no later than July 15. The plan shall, at minimum, address the following areas:

C-1.2.2.1.1 Specify methods that will be used to reduce, manage, and eliminate Waitlists for services;

C-1.2.2.1.2 Promote increased planning, use, and delivery of services to individuals, including those with co-occurring substance abuse and mental health disorders;

C-1.2.2.1.3 Promote access to clinically appropriate services by ensuring the use of screening, assessment, and placement tools designed to identify an appropriate level and intensity of care for an individual;

C-1.2.2.1.4 Promote the use of service outcome data to achieve desired outcomes;

C-1.2.2.1.5 Promote coordination of behavioral health care with primary care;

C-1.2.2.1.6 Include a methodology to ensure that people are served at the clinically indicated least restrictive level of care and are diverted from higher levels of care when appropriate; and

C-1.2.2.1.7 Monitor and implement system changes to promote effectiveness.

C-1.2.2.2 In addition, pursuant to s. 394.9082(3)(c), F.S., the Managing Entity shall provide care coordination activities, as specified in **Guidance 4 – Care Coordination**, designed to improve outcomes among individuals in the following priority populations:

C-1.2.2.2.1 Persons with a Serious Mental Illness (SMI) awaiting placement in a civil SMHTF or awaiting discharge from a SMHTF back to the community.

C-1.2.2.2.2 Adults with three (3) or more acute care admissions (CSU, Detoxification, and inpatient) within 180 days.

C-1.3 Administration Function

C-1.3.1 The Managing Entity shall collaborate with and accept input from Stakeholders to administer services and shall operate in a transparent manner, providing public access to information, notice of meetings and opportunities for participation in Managing Entity decision-making.

C-1.3.2 The Managing Entity shall ensure the administration of the Network includes the following programmatic standards:

C-1.3.2.1 Guidance 5 – Residential Mental Health Treatment for Children and Adolescents;

C-1.3.2.2 Guidance 6 – Outpatient Forensic Mental Health Services;

C-1.3.2.3 Guidance 7– Forensic and Civil Treatment Facility Admission and Discharge Processes;

C-1.3.2.4 The Managing Entity shall facilitate Limited Mental Health Assisted Living Facility (LMH-ALF) training pursuant to Rule 58A-5.0191, F.A.C., the additional guidance in Guidance 8 – Assisted Living Facilities with Limited Mental Health (ALF-LMH) Licensure; and the recommended forms provided in Template 5 – ALF-LMH Forms;

C-1.3.2.5 The Managing Entity shall promote the SSI/SSDI Outreach, Access, and Recovery (SOAR) initiative with appropriate Network Service Providers in conjunction with the Department. Programmatic guidance is provided in Guidance 9 – Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach, Access, and Recovery (SOAR);

C-1.3.2.6 Guidance 10 – Prevention Services;

C-1.3.2.7 Guidance 11 – Juvenile Incompetent to Proceed (JITP);

C-1.3.2.8 Guidance 12 – Behavioral Health Network (BNet) Guidelines and Requirements and the required forms provided in Template 6 – Behavioral Health Network Participant Forms and Template 7 – Behavioral Health Network Alternative Service Forms;

C-1.3.2.9 Guidance 13 – Indigent Psychiatric Medication Program, known as the Indigent Drug Program (IDP);

C-1.3.2.10 The Managing Entity shall be responsible for contracting, and providing oversight of the Prevention Partnership Grants, pursuant to 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 and shall comply with the requirements in Guidance 14 – Prevention Partnership Grants (PPG);

C-1.3.2.11 Guidance 15 – Projects for Assistance in Transition from Homelessness (PATH);

C-1.3.2.12 Guidance 16 – Florida Assertive Community Treatment (FACT) Handbook;

C-1.3.2.13 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 **Guidance 17 – Temporary Assistance for Needy Families (TANF) Funding Guidance**.

C-1.3.2.14 To ensure the implementation and administration of the Family Intensive Treatment (FIT) team model complies with the Department's programmatic standards, the Managing Entity shall require any Network Service Providers providing FIT model services adhere to the staffing, service delivery and reporting requirements of **Guidance 18 – Family Intensive Treatment (FIT) Model Guidelines and Requirements**.

C-1.3.2.15 The Managing Entity shall implement the Transitional Voucher project according to the specifications in **Guidance 29 – Transitional Voucher**.

C-1.3.3 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.

C-1.3.4 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.

C-1.3.5 Quality Management

C-1.3.5.1 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.

C-1.3.5.2 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 include, but are not limited to:

C-1.3.5.2.1 - Periodic external review activities conducted by the Department and the Managing Entity to assure that the agreed upon level of service is achieved and maintained by the Managing Entity and its Network Service Providers; and

C-1.3.5.2.2 Assessing compliance with contract requirements, state and federal law and associated administrative rules, regulations, operating procedures, validating quality improvement systems and findings.

C-1.3.5.3 As applicable, the Managing Entity shall actively participate in the Department's local and statewide processes for quality assurance and quality improvement.

C-1.3.6 The Managing Entity shall be responsible, upon discovery of an incident involving a client whose services are paid for in whole or in part by the Managing Entity, for the management and oversight of incident reporting in accordance with the CFOP 215-6, Incident Reporting and Analysis System (IRAS).

C-1.3.7 The Managing Entity shall cooperate with the Department when investigations are conducted regarding a regulatory complaint relevant to a licensed facility operated by one of the Managing Entity's Network Service Providers.

C-1.3.8 The Managing Entity shall integrate the Department's current initiatives, new state and federal requirements, and policy initiatives into its operations.

C-1.3.9 Coordination with other Providers and Entities

C-1.3.9.1 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 and to integrate behavioral health services with the child welfare system. Such coordination shall be in accordance with **Guidance 19 – Integration with Child Welfare.**

C-1.3.9.2 The Managing Entity shall collaborate with and encourage increased coordination between Network Service Providers and the child welfare system, law enforcement agencies, the criminal justice system, the juvenile justice system, the Medicaid program, offices of the public defender, offices of criminal conflict and offices of the civil regional counsel within the geographic area.

C-1.3.9.3 Collaboration with the criminal justice system and the juvenile justice system, including the Department of Juvenile Justice, shall develop strategies and alternatives for diverting individuals from the criminal justice system to the civil system. Such diversion shall apply to persons with mental illness, substance use or co-occurring disorders;

C-1.3.9.4 The Managing Entity shall coordinate with the judicial system to:

C-1.3.9.4.1 Develop specific written procedures and agreements that maximize the use of involuntary outpatient services, reduce involuntary inpatient treatment and increase diversion from the criminal and juvenile justice systems; and

C-1.3.9.4.2 Provide effective and timely services covered through this contract that address the substance abuse and mental health needs of children and parents in the child welfare system and the juvenile justice system.

C-1.3.9.5 The Managing Entity shall participate in the interagency team meetings created as a result of the Interagency Agreement for child-serving agencies in accordance with **Guidance 20 – Local Review Team.**

C-1.3.9.6 The Managing Entity Shall provide the housing coordination function specified in **Guidance 21 – Housing Coordination**, with Network Service Providers and local housing and homelessness stakeholders, and the Local Community Providers of Services identified at the Department's Office on Homelessness webpage at

<http://www.myflfamilies.com/service-programs/homelessness/lead-agencies>.

C-1.4 Monitoring Function

C-1.4.1 Within 30 days after execution and annually thereafter no later than July 31, the Managing Entity shall submit a Network Service Provider Monitoring Plan for Department approval. The plan shall include:

C-1.4.1.1 A Risk Assessment to develop an annual monitoring schedule.

C-1.4.1.2 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.

C-1.4.1.3 The monitoring schedule shall distinguish between onsite monitoring and desk reviews.

C-1.4.1.4 The development of policies, procedures, and tools for the scope of monitoring, which shall include:

C-1.4.1.4.1 General Contract monitoring that will include:

- C-1.4.1.4.1.1** Fiscal stability,
- C-1.4.1.4.1.2** Records,
- C-1.4.1.4.1.3** Corrective Action Plan review,
- C-1.4.1.4.1.4** Audits,
- C-1.4.1.4.1.5** Accounting System,
- C-1.4.1.4.1.6** Insurance,
- C-1.4.1.4.1.7** Sponsorship,
- C-1.4.1.4.1.8** Publicity,
- C-1.4.1.4.1.9** Lobbying,
- C-1.4.1.4.1.10** Client Risk and Incident Reporting,
- C-1.4.1.4.1.11** Intellectual Property Rights,
- C-1.4.1.4.1.12** Data Security,
- C-1.4.1.4.1.13** Confidentiality of Client Information,
- C-1.4.1.4.1.14** Assignments and Subcontracts, and
- C-1.4.1.4.1.15** Grievance Procedures.

C-1.4.1.4.2 Program monitoring that will include:

- C-1.4.1.4.2.1** Scope of service,
- C-1.4.1.4.2.2** Service tasks,
- C-1.4.1.4.2.3** Staffing requirements,
- C-1.4.1.4.2.4** Deliverables,
- C-1.4.1.4.2.5** Data validation,
- C-1.4.1.4.2.6** Performance specifications,
- C-1.4.1.4.2.7** Network Service Provider responsibilities, and
- C-1.4.1.4.2.8** Method of payment.

C-1.4.1.4.3 Background Screening monitoring that will include:

- C-1.4.1.4.3.1** Level 1 and 2 screening,
- C-1.4.1.4.3.2** Screening exemptions or exclusions, and
- C-1.4.1.4.3.3** Attestations.

C-1.4.1.4.4 Policies and procedures that comply with s. 394.9082(5)(q), F.S.

C-1.4.2 The Managing Entity shall monitor Network Service Providers, in compliance with s. 402.7306, F.S. Monitoring shall include, but is not limited to:

- C-1.4.2.1** Compliance with federal and state confidentiality laws;

C-1.4.2.2 Compliance with the requirements and restrictions of the Block Grant funds, and accompanying maintenance of efforts requirements;

C-1.4.2.3 State and federal grant programs;

C-1.4.2.4 Compliance with specific appropriations, or GAA directed projects;

C-1.4.2.5 Compliance with TANF;

C-1.4.2.6 Compliance with the provisions of ch. 65E-14, F.A.C.; and

C-1.4.2.7 A sample of case management records to verify that services identified in community living support plans for residents of Assisted Living Facilities with Limited Mental Health Licenses are provided pursuant to s. 394.4574, F.S.

C-1.4.3 The Managing Entity shall make available to the Department, the results of both planned and ad hoc monitoring, by uploading to the electronic vault within 30 days of completion.

C-1.5 Data Collection, Reporting, and Analysis Function

C-1.5.1 The Managing Entity shall implement shared data systems necessary for the delivery of coordinated care and integrated services, the assessment of Managing Entity performance and Network Service Provider performance and the reporting of outcomes and costs of services.

C-1.5.2 The Managing Entity shall develop and implement policies and procedures that protect and maintain the confidentiality of sensitive information of Individuals Served.

C-1.5.3 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:

C-1.5.3.1 Enable expenditures to be tracked by program, fund type, and service;

C-1.5.3.2 Capture service utilization by type and recipient; and

C-1.5.3.3 Document quality of care, access to services, and outcomes for each Individual Served within the Network.

C-1.5.4 The Managing Entity shall electronically submit all data, as specified in PAM 155-2, to the SAMH Data System as follows:

C-1.5.4.1 To establish a unique client identifier for all individuals served by a Network Service Provider, the Managing Entity shall submit the Demographic Data Set required by PAM-1552 Chapter 4 within 5 business days after initial intake or admission by each Network Service Provider.

C-1.5.4.2 To document Network Service Provider services, the Managing Entity shall submit all data sets required by PAM 155-2, Chapters 4 through 15, inclusive, by the 18th of each month.

C-1.5.5 The Department will provide a monthly records acceptance and rejection report to the Managing Entity. The Managing Entity shall correct 95% of rejected records within 60 days after each report is issued.

C-1.5.6 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:

C-1.5.6.1 The exchange of screening and assessment results among Network Service Providers to better coordinate care as outlined in the current Information Technology Plan;

- C-1.5.6.2** Automated referral and electronic consent for release of confidential information within and between Network Service Providers;
- C-1.5.6.3** Integrated processes for tracking and coordinating intake, admission, discharge and follow-up throughout the Network;
- C-1.5.6.4** Electronic reconciliation of invoices submitted to the Department, including reconciliation of the amount of funding and services specified in this contract;
- C-1.5.6.5** Electronic reconciliation of the Managing Entity's audit report and data information system for Individuals Served;
- C-1.5.6.6** Automated processes for state and federal data analysis and reporting; and
- C-1.5.6.7** Compliance with federal and state laws, and regulations pertaining to security and privacy of protected health information.
- C-1.5.7** The Managing Entity shall provide Department approved Regional and Headquarters staff with access to its data system for Department funded clients and services.
- C-1.5.8** The Managing Entity shall provide data system training and training products for Department approved staff.
- C-1.5.9** The Managing Entity shall create and maintain accurate and complete Network Service Provider information for its Network in the Data System. The Managing Entity shall require that changes or updates to Network Service Provider records in the SAMH Data System are made within 30 days of a known change.
- C-1.5.10** The Managing Entity shall be responsible for maintaining all SAMH Data System access data accounts for persons affiliated with its Network.
- C-1.5.11** The Managing Entity shall participate in statewide data activities, including standing Department SAMH data conference calls or meetings. When possible, the Managing Entity shall make arrangements for the Managing Entity data officer or designee to attend policy or strategic meetings in person.
- C-1.5.12** 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.
- C-1.5.13** The Managing Entity shall verify that data submitted is consistent with the data maintained locally by Network Service Providers in their Individuals Served files.
- C-1.5.14** The Managing Entity shall review the Department's file upload history in the SAMH Data System to determine the number of records accepted, updated, and rejected. Based on this review, the Managing Entity shall correct the erroneous records for resubmission in the SAMH Data System within 60 days after submission.
- C-1.5.15** The Managing Entity shall require that all data collection required by Federal and State grant awards is submitted to the appropriate parties and completed within the timeframes established by the grantor. The Department will provide technical assistance to the Managing Entity.
- C-1.5.16** The Managing Entity shall require public receiving facilities, detoxification facilities and addictions receiving facilities within its Network Service Providers to collect and submit the acute care service utilization data specified in s. 394.9082(10), F.S., according to the timeframes established therein, using a file transfer protocol process or a web portal developed by the Managing Entity.

C-1.6 Fiscal Responsibility Function

C-1.6.1 The Managing Entity shall comply with **Guidance 22 – Federal Grant Financial Management Requirements**.

C-1.6.2 The Managing Entity's financial management and accounting system must have the capability to generate financial reports detailing by fund source, individual recipient utilization, and cost, which, at a minimum, will meet federal requirements for the Block Grants

C-1.6.3 The Managing Entity shall ensure that it budgets and accounts for revenues and expenditures in compliance with Ch. 65E-14, F.A.C.

C-1.6.4 Direct and indirect costs eligible for payment from Department funds are expenses directly incurred by the Managing Entity to manage Behavioral Health Services under and pursuant to this contract and in accordance with:

C-1.6.4.1 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

C-1.6.4.2 2 CFR Part 300.1 – Adoption of 2 CFR Part 200;

C-1.6.4.3 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards; and

C-1.6.4.4 The Reference Guide for State Expenditures, which is incorporated herein by reference and may be located at: www.myfloridacfo.com/aadir/reference_guide/

C-1.6.5 Managing Entity operational and indirect costs shall not include any Network Service Provider indirect costs.

C-1.7 Disaster Planning and Response Function**C-1.7.1 Planning**

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

C-1.7.2 Response

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

C-1.7.2.1 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.

C-1.7.2.2 At the direction of the Department's Disaster Behavioral Health Coordinator, the Managing Entity shall implement CCP services through the designated CCP Network Service Provider according to the terms and conditions of any CCP grant award approved by representatives of FEMA and SAMHSA, using the CCP contract template, provided in **Guidance 23 – Crisis Counseling Program**.

C-1.7.2.3 The Managing Entity shall ensure compliance with the FEMA CCP Guidance, which is incorporated herein by reference and may be located at:

<http://mediawww.samhsa.gov/DTAC-CCPToolkit/introdtac/ccptoolkit/gettingstarted.htm>

C-1.8 Additional Region-Specific Tasks

The Managing Entity shall comply with the additional region-specific tasks specified in Exhibit C1.

C-2 Administrative Tasks

C-2.1 Staffing

C-2.1.1 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.

C-2.1.2 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:

C-2.1.2.1 Chief Executive Officer (CEO);

C-2.1.2.2 Chief Operations Officer (COO); or

C-2.1.2.3 Chief Financial Officer (CFO).

C-2.1.3 The structure and membership of Managing Entity's Board of Directors shall comply with s. 394.9082(4), F.S., and ch. 617, F.S.

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

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

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

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

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

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

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

C-2.2 Subcontracting

C-2.2.1 The Managing Entity shall subcontract with Network Service Providers to provide community-based Behavioral Health Services, as authorized in ss. 394.74 and 394.9082, F.S., subject to the provisions of **Section 4.3**.

C-2.2.2 Additional Program Specific Funds

C-2.2.2.1 The Managing Entity shall incorporate into subcontracts any additional program-specific funds appropriated by the Legislature for services, as specified in **Exhibit C2**. Any increases will be documented through an amendment to this Contract, resulting in a current fiscal year funding and corresponding service increase. Such increase in services must be supported by additional deliverables as outlined in the amendment.

C-2.2.2.2 The Managing Entity shall collaborate with the Department to amend into this Contract all applicable requirements of any appropriations, awards, initiatives, or federal grants received by the Department.

C-2.2.3 All subcontracts with Network Service Providers shall include, at a minimum:

C-2.2.3.1 The applicable terms and conditions of this contract;

C-2.2.3.2 Provisions to require compliance with:

C-2.2.3.2.1 **Exhibit B1;**

C-2.2.3.2.2 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

C-2.2.3.2.3 2 CFR Part 300.1 – Adoption of 2 CFR Part 200;

C-2.2.3.2.4 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards

C-2.2.3.2.5 the Reference Guide for State Expenditures;

C-2.2.3.2.6 Chapter 65E-14, F.A.C.;

C-2.2.3.2.7 Block Grant requirements, including maintenance of effort;

C-2.2.3.2.8 State and federal grant requirements;

C-2.2.3.2.9 TANF requirements, if applicable; and

C-2.2.3.2.10 Department policies related to the delivery of service.

C-2.2.3.3 Clearly identifiable deliverables and performance measures that set minimum acceptable levels of service;

C-2.2.3.4 The outcome measures established pursuant to **Section E-2**. The methodology and algorithms to be used in determining performance are outlined in **Guidance 24 – Performance Outcomes Measurement Manual**; and

C-2.2.3.5 The National Voter Registration Act (NVRA) of 1993, Pub. L. 103-31 (1993), ss. 97.021 and 97.058, F.S., and ch. 1S-2.048, F.A.C., in accordance with **Guidance 25 – National Voter Registration Act Guidance**.

C-2.2.4 The Managing Entity shall conduct cost analyses for each subcontract and all supporting documentation shall be retained in the Managing Entity's contract file for the respective Network Service Provider.

C-2.2.5 Subject to the limitations of Florida law, the Managing Entity shall develop a procurement policy that will outline the processes used to publicize opportunities to join the Network and evaluate Network Service Providers for continued participation in the Network. The procurement policy shall be approved by the Department prior to implementation and made publicly available on the Managing Entity's website. This policy shall comply with state and federal expectations for grantees, and the

effective use of public funding. This policy shall be submitted within 90 days of execution, and must be approved by the Department prior to implementation.

C-2.2.6 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 subcontracts initially assigned to the Managing Entity must be uploaded to the Electronic Vault within 60 days of assignment to the Managing Entity. All new subcontracts or changes to existing subcontracts shall be uploaded within 10 business days of their execution.

C-2.2.7 Files of Individuals Served

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

C-2.2.7.1 Maintain all inactive records documenting services provided with SAMH funds in compliance with the records retentions requirements of **Section 5**; and

C-2.2.7.2 Coordinate the transition of active records documenting services provided with SAMH funds to a successor Network Service Provider for the program, as identified by the Managing Entity, in compliance with any service transition requirements in the terminated subcontract or a transition plan developed in coordination with the successor Network Service Provider.

C-2.2.8 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.

C-2.2.9 Third Party Billing

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

C-2.2.9.1 Department funds may not reimburse services provided to:

C-2.2.9.1.1 Individuals who have third party insurance coverage when the services provided are paid under the insurance plan; or

C-2.2.9.1.2 Medicaid enrollees or recipients of another publicly funded health benefits assistance program, when the services provided are paid by said program.

C-2.2.9.2 Department funds may reimburse services provided to:

C-2.2.9.2.1 Individuals who have lost coverage through Medicaid, or any other publicly funded health benefits assistance program coverage for any reason during the period of non-coverage; or

C-2.2.9.2.2 Individuals who have a net family income less than 150 percent of the Federal Poverty Income Guidelines, subject to the sliding fee scale requirements in Rule 65E-14.018 F.A.C.

C-2.2.9.3 The Managing Entity shall ensure that Medicaid funds will be accounted for separately from funds for this Contract at both the Network Service Provider and Managing Entity levels. This includes services such as SIPP and FACT.

C-2.3 Records and Documentation

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

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

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

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

C-2.4 Reports

C-2.4.1 The Managing Entity shall demonstrate acceptable performance of the administrative functions and progress towards meeting behavioral health service delivery targets by submitting all required documentation specified in **Exhibit C3** by the dates specified therein.

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

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

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

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

C-2.4.4 The Managing Entity shall require that all Network Service Providers comply with **Attachment 3**.

C-2.4.5 Local Match

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

C-2.4.6 Quarterly Report

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

C-2.4.6.1 **Exhibit B1;**

C-2.4.6.2 Overview of necessary adjustments to 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-2.4.6.3 Network management including:

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

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

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

C-2.4.6.4 Network Service Provider performance including:

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

C-2.4.6.4.2 Performance measures.

C-2.4.6.5 Implementation of specific appropriations, or grant funds.

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

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

C-2.5 Preference to Florida-Based Businesses

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

C-2.6 Use of Department's Operating Procedures

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

C-2.7 National Provider Identifier (NPI)

C-2.7.1 All health care providers, including Managing Entities and Network Service Providers, are eligible to be assigned a Health Insurance Portability and Accountability Act (HIPAA) National Provider Identifier (NPI). However, health care providers who are covered entities (which includes all state-contracted community SAMH providers and State Treatment Facilities) must obtain and use NPIs.

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

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

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

C-2.7.3.1 The Florida Medicaid Health Insurance Portability and Accountability Act:

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

C-2.7.3.2 The National Plan and Provider Enumeration System (NPPES):

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

C-2.7.3.3 The CMS NPI:

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

C-3 Standard Contract Requirements

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

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REVISED – EXHIBIT C2 – REGION-SPECIFIC APPROPRIATIONS

C2-1 Pursuant to the terms of **Section C-2.2.2.1**, the Managing Entity shall subcontract for the legislatively appropriated program-specific funds listed in **Table 1** 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.

C2-2 The Managing Entity shall provide the Department with a copy of the executed subcontract document for each program-specific fund no later than 30 days after this exhibit is incorporated into the Managing Entity's contract. The subcontract document shall include:

C2-2.1 A description of the service purchased with the specific appropriation;

C2-2.2 The payment methodology and rate applied to the service;

C2-2.3 Output and outcome performance measures applied to the service; and

C2-2.4 The reporting requirements implemented to ensure regular and ad hoc status updates to the Department.

C2-3 At a minimum, the managing entity shall ensure each Network Service Provider:

C2-3.1 Reports the following performance metrics in the format specified by the Department:

C2-3.1.1 Number of clients served,

C2-3.1.2 Number of adults served,

C2-3.1.3 Number of children served,

C2-3.1.4 Number of clients admitted in a residential treatment center,

C2-3.1.5 Type of services provided to the clients, and

C2-3.1.6 Number of clients discharged.

C2-3.2 For any specific appropriation identified with the acronym "EOG/OPB" in **Table 1**:

C2-3.2.1 Provides an initial projected estimate of positive return on investment the state may receive by providing the funding on or before July 15, each Fiscal Year. The Managing Entity shall provide a copy of each providers projected estimate to the Department no later than July 20, each Fiscal Year; and

C2-3.2.2 Provides a report 15 days after the completion of each fiscal quarter documenting the actual return on investment achieved and describing the methodology by which the return on investment amount was determined. The Managing Entity shall provide a copy of each providers report on return on investment to the Department no later than 20 days after the completion of each fiscal quarter.

Table 1 – 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	\$994,374.00
		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	
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	\$994,374.00
		1. Gratitude House 2. Counseling and Recovery Center, Inc. 3. The Jerome Golden Center, Inc.	Amounts for providers will be specified in a report submitted with the Final Fiscal Year Invoice
	377M	Family Intensive Treatment (FIT) funding, allocated in accordance with Section C2-6.2. EOG/OPB Allocated to the following provider:	\$600,000.00
		1. Henderson Behavioral Health	
FY16-17	385	Jerome Golden Center EOG/OPB	\$575,000.00
		Pregnant Women, Mothers, and Affected Families Funding, Allocated to the following providers	\$994,374.00
	388	1. Gratitude House 2. Counseling and Recovery Center, Inc. 3. The Jerome Golden Center, Inc.	
		Family Intensive Treatment (FIT) funding EOG/OPB	\$600,000.00
FY17-18	366	Jerome Golden Center EOG/OPB	\$575,000.00
		Pregnant Women, Mothers, and Affected Families Funding, Allocated to the following providers	\$994,374.00
	369	1. Gratitude House 2. Counseling and Recovery Center, Inc. 3. The Jerome Golden Center, Inc.	
		Family Intensive Treatment (FIT) funding EOG/OPB	\$600,000.00
	369	Palm Beach County Government	\$500,000.00
		Jerome Golden Center for Behavioral Health, Inc.	\$500,000.00

C2-4 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:

C2-4.1 Specific Appropriation 351 – Palm Beach County

From the funds in Specific Appropriation 351, nonrecurring General Revenue is provided to Palm Beach County for residential mental health and substance abuse treatment services.

C2-4.2 Specific Appropriation 372 – Pregnant and Post-Partum Women Funding

From Specific Appropriation 372, recurring General Revenue 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.

C2-5 Prevention Partnership Grants

Pursuant to Guidance 14 – Prevention Partnership Grants (PPG) and 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 1 for the implementation of the PPG program.

C2-5.1 The Managing Entity shall negotiate PPG services within the scope of work detailed in the Network Service Provider's application.

C2-5.2 The Subcontract shall incorporate the specifications and elements detailed in the RFA, including but not limited to objectives, measures, and reporting.

C2-5.3 The Subcontract shall incorporate funding as detailed in Table 1 for reasonable, allowable, and necessary expenditures required to perform PPG services.

C2-5.4 The Subcontract shall require the Network Service Provider to enter all prevention data into the Department's Performance Based Prevention System (PBPS).

C2-6 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:

C2-6.1 Specific Appropriation 377J – Pregnant Women, Mothers, and Affected Families Funding

C2-6.1.1 From the funds in Specific Appropriation 377J, recurring General Revenue 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.

C2-6.1.2 The Managing Entity shall subcontract with the Network Service Providers for this funding as listed in Table 1. These subcontracts shall be executed and managed in accordance with **Guidance 26 – Women's Special Funding**. 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 **Template 13 – Managing Entity Carry Forward Expenditure Report**.

C2-6.2 Specific Appropriation 377J – Family Intensive Treatment Funding

C2-6.2.1 From the funds in Specific Appropriation 377J, General Revenue 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.

C2-6.2.2 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.

C2-6.2.3 The Managing Entity shall initiate a competitive bid process to deliver the FIT model by July 31, 2015.

C2-6.2.4 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 1** 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.

C2-6.3 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.

C2-7 Fiscal Year 2016-17 Appropriations

Pursuant to the FY16-17 General Appropriations Act, Ch. 2016-66, Laws of Fla., the Managing Entity shall implement the following:

C2-7.1 Specific Appropriation 385 – Women's Special Funding

From the funds in Specific Appropriation 385, General Revenue for the expansion of substance abuse services for pregnant women, mothers, and their affected families. These subcontracts shall be executed and managed in accordance with **Guidance 26 – Women's Special Funding**. 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 the greatest need and available treatment capacity.

C2-7.2 Specific Appropriation 385 – Family Intensive Treatment Funding

From the funds in Specific Appropriation 385, General Revenue to implement the Family Intensive Treatment (FIT) team model that is designed to provide intensive team-based, family-focused, comprehensive services to families in the child welfare system with parental substance abuse. These subcontracts shall be executed and managed in accordance with **Guidance 18 – Family Intensive Treatment (FIT) Model Guidelines and Requirements**. 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.

C2-7.3 Specific Appropriation 388 – Jerome Golden Center

From the funds in Specific Appropriation 388, nonrecurring General Revenue Fund is provided is provided for the Jerome Golden Center.

C2-8 Fiscal Year 2017-18 Appropriations

Pursuant to the FY17-18 General Appropriations Act, Ch. 2017-70, Laws of Fla., the Managing Entity shall implement the following:

C2-8.1 Specific Appropriation 366 Projects**C2-8.1.1 Women's Special Funding**

From the funds in Specific Appropriation 385, General Revenue for the expansion of substance abuse services for pregnant women, mothers, and their affected families. These subcontracts shall be executed and managed in accordance with **Guidance 26 – Women's Special Funding**. 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 the greatest need and available treatment capacity.

C2-8.1.2 Family Intensive Treatment Funding

From the funds in Specific Appropriation 385, General Revenue to implement the Family Intensive Treatment (FIT) team model that is designed to provide intensive team-based, family-focused, comprehensive services to families in the child welfare system with parental substance abuse. These subcontracts shall be executed and managed in accordance with **Guidance 18 – Family Intensive Treatment (FIT) Model Guidelines and Requirements**. 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

C2-8.2 Specific Appropriation 369 Projects

From the funds in Specific Appropriation 369, the following projects shall be funded with nonrecurring general revenue funds:

C2-8.2.1 Opioid Abuse Pilot Program - Palm Beach (Senate Form 2276) \$500,000

C2-8.2.2 Jerome Golden Center for Behavioral Health (HB 3111) \$500,000

REVISED EXHIBIT C3 – ME REQUIRED REPORTS, PLANS, AND FUNCTIONAL TASKS

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

Table 2 – Required Submissions

Section #	Requirement	Required by	Frequency	Due No Later Than:
C3-1	Required Reports and Plans			
Provider Tangible Property Inventory Template 1		Section B-7.2 Guidance 2	Initial; and Annually	Initial: within 30 days of execution; Annual: July 31
Regional planning documents		Section C-1.1.2	As Needed	As Needed
Triennial Needs Assessment		Section C-1.1.3	Every 3 years, beginning 2016	October 31, 2016, 2019, 2022
Managing Entity Annual Business Operations Plan Template 4		Section C-1.1.6	Annually	July 31
Plan for Reintegrating Discharge-Ready Individuals		Section C-1.1.7	Annually	July 15
Record Transition Plan Guidance 3		Section C-1.1.8	Once	Within 90 days of execution
Enhancement Plan		Section C-1.1.12	Annually, beginning 2017	September 1
Care Coordination Plan		Section C-1.2.2	Initial; and Annual Update	Initial: within 60 days of execution; Annual Update: July 15
Fraud and Abuse Prevention Protocol		Section C-1.3.4	Once	Within 60 days of execution
Quality Assurance Plan		Section C-1.3.5.2	Initial; and Annual Update	Initial: within 60 days of execution; Annual Update: August 31
Network Service Monitoring Plan		Section C-1.4.1	Initial; and Annual Update	Initial: within 30 days of execution; Annual Update: July 31
Information Technology Plan		Section C-1.5.6	Once	Within 60 days of execution
Procurement Policy		Section C-2.2.5	Once	Reviewed annually
Network Service Provider's EOG/OPB Return on Investment Projected Estimates		Section C2-3.2.1	Annually	Within 90 days of execution
				As Directed by EOG

Table 2 – Required Submissions

Section #	Requirement	Required by	Frequency	Due No Later Than:
Network Service Provider's EOG/OPB Actual Return on Investment Reports		Section C2-3.2.2	Quarterly	As Directed by EOG
ALF-LMH Annual Plan Template 5		Guidance 8	Annual	December 1
National Voters Registration Act Quarterly Report		Guidance 25	Quarterly	January 10; April 10; July 10; October 10
C3-2	Required Financial Forms and Documents			
Managing Entity Operating and Capital Budget Template: Form CF-MH 1042, per ch. 65E-14, F.A.C.		Section C-2.4.3	As Needed	30 days after any amendment to Exhibit F1
Managing Entity Fixed Payment Invoice (Advance Payment) Template 10		Sections F-2.2 and F-3.1.1	Annually	July 1
Interest remittance and documentation of interest on advances		Section F-2.3	Quarterly	As Needed
Managing Entity Monthly Fixed Payment Invoice Template 10		Section F-3.1.1		
SAMH Managing Entity Monthly Progress Report Template 11		Sections F-3.1.2 and F-3.3	Monthly; and FY Final: Annually	20 th of month following service delivery FY Final: August 15
SAMH Managing Entity Monthly Expenditure Report Template 12		Section F-3.1.3		
SAMH Managing Entity Monthly Carry Forward Expenditure Report Template 13		Section F-3.1.4	Monthly	20 th of month following service delivery; FY Final: August 15
Cost Allocation Plan Template 14		Section F-4	Initial, and Annual Update, and Revisions as needed	Initial: Within 30 days of execution; Annual Update: August 31; Revisions: Within 20 days of notifying the Department
Managing Entity Spending Plan for Carry Forward Report Template 15		Section F-5.2	Annually	Within 30 days of confirmation of approved amount from the Department

Table 2 -- Required Submissions

Section #	Requirement	Required by	Frequency	Due No Later Than:
	Financial and Compliance Audit	Attachment 1	Annually and As needed	The earlier of: 180 days after the end of the provider's fiscal year or 30 days after the ME's receipt of the audit report
	BNet Statement of Program Cost	Guidance 12	Annually	September 1
C3-3	Required Data Submission and Performance Reporting			
	Substance Abuse and Mental Health Block Grant Report Template 2	Section B1-4.2	Semi-annually	February 15 August 15
	Narrative Report for the SAMH Block Grant Template 3	Section B1-4.3	Annually	May 30
	Monthly Data Submission to SAMH Data System	Section C-1.5.4.2	Monthly	18 th of each month
	Submission of Corrected Records to SAMH Data System	Section C-1.5.14	As needed	Within 60 days after initial record submission
	Data required by Federal or State Grant Awards Other than Sections C3-3.7 and C3-3.8, below	Section C-1.5.15	As needed	As established by Grantor timeframes
	Quarterly Report	Section C-2.4.6	Quarterly as scheduled	October 20; January 20; April 20; August 15
	Conditional Release Data	Guidance 7, CFOP 155-18	Monthly	15 th of each month
	Family Intensive Treatment (FIT) Report Template 17	Guidance 18	Monthly	20 th of each month
	Women's Special Funding Data Reporting	Guidance 26	Monthly	18 th of each month
	Transitional Voucher Incident Summary	Guidance 29	Quarterly	18 th of the month following each quarter

Table 2 – Required Submissions

Section #	Requirement	Required by	Frequency	Due No Later Than:
C3-4	Required Contract Forms and Documents			
Proof of Insurance		Section 4.5 and Section A-4.2	Annually; and As needed	Initial: upon execution; Annual: March 31; and As needed: Within 30 days of a modification of terms
Employment Screening Affidavit		Section 4.14.2	Annually	July 1 or Anniversary of Previous Annual Affidavit, if later
Security Agreement Form		Section 5.5.3	Annually	Upon execution; Updated annually
Civil Rights Compliance Checklist CF Form 946		Section 7.13 CFOP 80-16 45 CFR, Part 80	Initial, and Annually	Initial: Within 30 days of execution, Thereafter: July 15
Emergency Preparedness Plan		Section 9.2	Initial, and Annual Update	Initial: Within 30 days of execution; Annual Update: every 12 months after acceptance of Initial
C3-5	Functional Tasks and Deadlines			
Notification of Network Service Provider performance that may interrupt service delivery or involve media coverage		Section C-1.3.3	As needed	Within 48 hours
Incident Report Submission to IRAS- Management & Oversight		Sections 4.13 and C-1.3.6		
Designate CCP Providers		Section C-1.7.2.1	Once; and As needed	Upon discovery of an incident Initial: Within 60 days of execution; As needed: Within 10 days of any change
Staffing Changes – CEO, COO, CFO		Section C-2.1.2	As needed	Within 5 business days of any change
Staff Designations:				
<ul style="list-style-type: none"> • Staff Member responsible for providing immediate response • Consumer Affairs Representative • Facility Representative • Network Service Provider Affairs Ombudsman • Data Officer • Lead Housing Coordinator 		Section C-2.1.4	Initial and Annual Update	Initial: upon execution Annual Update: July 1

Table 2 – Required Submissions

Section #	Requirement	Required by	Frequency	Due No Later Than:
	Establish & maintain internet-based electronic vault for access contract-related documents	Sections C-2.2.6 and C-2.4.2	Once; and As needed	Initial Within 60 days of assignment As Needed: All new documents within 10 business days

EXHIBIT E – MINIMUM PERFORMANCE MEASURES

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

Table 3 – Managing Entity Performance Measures	
Measure Description	Consequence
<p>Systemic Monitoring: The Managing Entity shall complete on-site monitoring, in accordance with Section C-1.4 of no less than twenty percent of all Network Service Providers each fiscal year. Completion of monitoring includes the release of a final monitoring report to the Network Service Provider. Progress towards attainment of this measure shall be demonstrated by the achievement of the following quarterly milestones. Each fiscal year, the Managing Entity shall monitor a minimum of:</p> <p>E-1.1 7% of its Network Service Providers by December 31;</p> <p>E-1.2 15% of its Network Service Providers by March 31; and</p> <p>E-1.3 20% of its Network Service Providers by June 30.</p>	Failure to meet the standard shall be considered nonperformance pursuant to Section E-5 .
<p>Network Service Provider Compliance: A minimum of 95% of the Managing Entity's Network Service Providers shall demonstrate compliance with the following measure annually. Progress towards attainment of this measure shall be demonstrated by the monthly submission of Template 11 – Managing Entity Monthly Progress Report.</p> <p>E-1.4 A minimum 85% of the applicable Network Service Provider Measures established in Table 4 at the target levels for the Network Service Provider established in the subcontract.</p>	Failure to meet the standard shall be considered nonperformance pursuant to Section E-5 .
<p>Block Grant Implementation: The Managing Entity shall ensure 100% of the cumulative annual Network Service Provider expenses comply with the Block Grants and maintenance of effort allocation standards established in Section B1-2.3. Progress towards attainment of this measure shall be demonstrated by the achievement of quarterly milestones for each fiscal year. Of the annual amount for each specified fund source appropriated to the Managing Entity, the following minimum percentages of each fund's amount shall be documented as expended in compliance with the applicable allocation standard:</p> <p>E-1.5 A minimum of 50% expended by December 31;</p> <p>E-1.6 A minimum of 100% by June 30.</p>	Failure to meet the standard shall be considered nonperformance pursuant to Section E-5 and shall require payback of deficiency by the Managing Entity.
<p>Implementation of General Appropriations Act: The Managing Entity shall meet 100% of the following requirements, by September 30:</p> <p>E-1.7 Implementation of Specific Appropriations, demonstrated by contracts with Network Service Providers; and</p> <p>E-1.8 Submission of all plans, pursuant to Exhibit C3.</p>	Failure to meet the standard shall be considered nonperformance pursuant to Section E-5 .

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

Table 4 – Network Service Provider Measures		
Target Population and Measure Description		Network Target
Adult Community Mental Health		
MH003	Average annual days worked for pay for adults with severe and persistent mental illness	40
MH703	Percent of adults with serious mental illness who are competitively employed	24%
MH742	Percent of adults with severe and persistent mental illnesses who live in stable housing environment	90%
MH743	Percent of adults in forensic involvement who live in stable housing environment	67%
MH744	Percent of adults in mental health crisis who live in stable housing environment	86%
Adult Substance Abuse		
SA753	Percentage change in clients who are employed from admission to discharge	10%
SA754	Percent change in the number of adults arrested 30 days prior to admission versus 30 days prior to discharge	15%
SA755	Percent of adults who successfully complete substance abuse treatment services	51%
SA756	Percent of adults with substance abuse who live in a stable housing environment at the time of discharge	94%
Children's Mental Health		
MH012	Percent of school days seriously emotionally disturbed (SED) children attended	86%
MH377	Percent of children with emotional disturbances (ED) who improve their level of functioning	64%
MH378	Percent of children with serious emotional disturbances (SED) who improve their level of functioning	65%
MH778	Percent of children with emotional disturbance (ED) who live in a stable housing environment	95%
MH779	Percent of children with serious emotional disturbance (SED) who live in a stable housing environment	93%
MH780	Percent of children at risk of emotional disturbance (ED) who live in a stable housing environment	96%
Children's Substance Abuse		
SA725	Percent of children who successfully complete substance abuse treatment services	48%
SA751	Percent change in the number of children arrested 30 days prior to admission versus 30 days prior to discharge	20%
SA752	Percent of children with substance abuse who live in a stable housing environment at the time of discharge	93%

E-3 To demonstrate delivery of the Service Tasks detailed in **Section C-1**, and the subcontract content requirements of **Section C-2.3**, the Managing Entity shall ensure the Network cumulatively reaches the annual output measures in **Table 5**.

Table 5 – Network Service Provider Output Measures Persons Served for Fiscal Year 17-18		
Program	Service Category	FY Target
Adult Mental Health	Residential Care	350
	Outpatient Care	11,050
	Crisis Care	6,050
	State Hospital Discharges	140
	Peer Support Services	250
Children's Mental Health	Residential Care	15
	Outpatient Care	3,050
	Crisis Care	1,010
	SIPP Discharge	5
Adult Substance Abuse	Residential Care	1,180
	Outpatient Care	6,600
	Detoxification	2,325
	Women's Specific Services	2,075
	Injecting Drug Users	1,350
	Peer Support Services	
Children's Substance Abuse	Residential Care	165
	Outpatient Care	1,450
	Detoxification	5
	Prevention	100,000

E-4 If the Managing Entity fails to perform in accordance with this Contract, or fails to perform the minimum level of service required by this Contract, the Department will apply financial consequences provided for in **Section E-5**. The parties agree that the financial consequences provided for under **Section E-5** constitute financial consequences under ss. 287.058(1)(h); and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payment until deficiency is cured, tendering partial payments, applying payment adjustments for additional financial consequences to the extent that this Contract so provides, or termination pursuant to the terms of **Section 6.2**, and requisition of services from an alternate source. Any payment made in reliance on the Managing Entity's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with **Section 3.4**, to the extent of such error.

E-5 Corrective Action for Performance Deficiencies

E-5.1 By execution of this Contract, the Managing Entity hereby acknowledges and agrees that its performance under the Contract must meet the standards set forth above and will be bound by the conditions set forth in this Contract. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Managing Entity to the Department's satisfaction, the Department may terminate the contract. The Department has the exclusive authority to determine whether there are extenuating or mitigating circumstances.

E-5.2 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.

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EXHIBIT F – METHOD OF PAYMENT**F-1 Funding**

F-1.1 This advance fixed price, fixed payment Contract is comprised of federal and state funds, subject to reconciliation. Exhibit F1 identifies the type and amount of funding provided. At the beginning of each fiscal year, the Exhibit F1 will be amended into this Contract, and the total Contract amount in Table 6 will be adjusted accordingly.

F-1.2 The contract total dollar amount shall not exceed the amount specified in Section 1.1, subject to the availability of funds, as specified in Table 6.

Table 6 – Contract Funding			
State Fiscal Year	Managing Entity Operational Cost	Direct Services Cost	Total Value of Contract
2012-2013	\$ 9,034,641.00	\$ 29,574,934.00	\$ 38,609,575.00
2013-2014	\$ 9,706,825.00	\$ 41,381,729.00	\$ 51,088,554.00
2014-2015	\$ 7,550,111.00	\$ 43,464,154.00	\$ 51,014,265.00
2015-2016	\$ 2,558,940.00	\$ 52,899,199.00	\$ 55,458,139.00
2016-2017	\$ 2,937,445.00	\$ 53,853,589.00	\$ 56,791,034.00
2017-2018	\$ 2,937,445.00	\$ 53,853,589.00	\$ 56,791,034.00
2018-2019	\$ 2,937,445.00	\$ 53,853,589.00	\$ 56,791,034.00
Total	\$ 37,662,852.00	\$ 328,880,783.00	\$ 366,543,635.00

F-2 Payment

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

F-2.2 In accordance with s. 394.9082, F.S., the Department will pay the Managing Entity a two-month advance at the beginning of each fiscal year. 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 advance and payment amounts for each fiscal year are specified in Exhibit F2. The payment request may be subject to financial consequences, pursuant to Section E-5.2.

F-2.3 The Managing Entity shall temporarily invest surplus advance funds in an insured 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.

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

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

F-3 Invoice Requirements

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

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

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

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

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

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

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

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

F-4 Cost Allocation Plan

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

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

F-4.3 The Managing Entity shall submit a revised Cost Allocation Plan whenever the Managing Entity:

F-4.3.1 Experiences a change in the type of funding it receives, whether under this Contract or an outside funding source; for example, when a new OCA is added, when a new outside funding source contributes to the Managing Entity's operational revenue or when an existing funding source is discontinued;

F-4.3.2 Makes internal organizational changes that affect the cost allocation methodology; or

F-4.3.3 Makes any changes in the allocation of costs relative to funds provided under this Contract and other outside sources.

F-4.4 The Managing Entity may request to amend or revise 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.

F-5 Carry Forward Funding

F-5.1 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.

F-5.1.1 Any funds carried forward shall be expended in accordance with the General Appropriations Act in effect when the funds were allocated to the Managing Entity

F-5.1.2 The cumulative amount carried forward may not exceed eight percent of the contract total. Any unexpended state funds in excess of eight percent must be returned to the Department.

F-5.1.3 The funds carried forward may not be used in any way that would create increased recurring future obligations, and such funds may not be used for any type of program or service that is not currently authorized by this contract.

F-5.1.4 Any unexpended funds that remain at the end of the contract period shall be returned to the Department.

F-5.2 Within 30 days after receiving confirmation of the approved carried forward amount from the Department, The Managing Entity shall submit a properly completed **Template 15 – Managing Entity Spending Plan for Carry Forward Report**.

F-6 Allowable Costs

F-6.1 All costs associated with performance of the services contemplated by this contract must be both reasonable and necessary and in compliance with the cost principles pursuant to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - Subpart E, 45 CFR Part 75 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards - Subpart E, The Reference Guide for State Expenditures, and Ch. 65E-14, F.A.C.

F-6.2 None of the funds provided under the following grants may be used to pay the salary of an individual at a rate in excess of Level II of the Executive Schedule: Block Grants for Community Mental Health Services, Substance Abuse Prevention and Treatment Block Grant, Projects for Assistance in Transition from Homelessness, Project Launch, Florida Youth Transition to Adulthood; and Florida Children's Mental Health System of Care Expansion Implementation Project

F-6.3 Any compensation paid for an expenditure subsequently disallowed as a result of the Managing Entity's or any Network Service Providers' non-compliance with state or federal funding regulations shall be repaid to the Department upon discovery.

F-6.4 Invoices must be dated, signed by an authorized representative of the Managing Entity and submitted in accordance with the submission schedule in this contract, with appropriate service utilization and Individuals Served data accepted into the SAMH Data System, in accordance with PAM 155-2.

F-6.5 The Managing Entity is expressly prohibited from expending funds specified as "Direct Services Costs" in Table 6, for anything other than a subcontract with a Network Service Provider.

F-7 Financial Reconciliation

F-7.1 The Managing Entity shall submit reports that reflect the Managing Entity's actual operational cost and the actual service cost of the Network in accordance with Exhibit F2. The Managing Entity shall submit a final Managing Entity Monthly Expenditure Report annually no later than August 15. Payment for the final month of the fiscal year and carry forward shall not be approved until final reconciliation has been completed by the Department.

F-7.2 The Department will reconcile actual expenditures reported to the funds disbursed to the Managing Entity based on the properly completed Managing Entity Monthly Expenditure Reports and the Managing Entity Monthly Carry Forward Expenditure Reports, according to the following schedule:

F-7.2.1 Quarterly, after September 30, December 31, March 31, and June 30 each state fiscal year during desk reviews; and

F-7.2.2 Annually, after June 30 each state fiscal year during year end reconciliation.

F-7.3 Any funds disbursed to the Managing Entity that are not expended or were determined to have been expended for unallowable costs shall be considered overpayment to the Managing Entity. The Department shall recoup such overpayments pursuant to **Section 3.5**. In the event an overpayment is identified after the end of a fiscal year and no further invoice is due, the Managing Entity shall remit the overpayment to the Department via check.

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REVISED EXHIBIT F2 – SCHEDULE OF PAYMENTS

F2-1 Table 7 specifies the schedule of payments for the current fiscal year of this Contract.

Table 7 - Schedule of Payments for Fiscal Year 2017-18						
Month of Services	FY Contract Balance Prior to Payment	Fixed Payment Amount	FY Contract Balance after this Payment	Invoice Packet Due Date	Progress and Expenditure Report Period	Funding Amendments After This Payment
Annual Advance	\$ 56,791,034.00	\$ 9,465,172.33	\$ 47,325,861.67	7/1/2017	N/A	
Jul-17	\$ 47,325,861.67	\$ 3,943,821.80	\$ 43,382,039.87	8/20/2017	July	
Aug-17	\$ 43,382,039.87	\$ 3,943,821.80	\$ 39,438,218.07	9/20/2017	August	
Sep-17	\$ 39,438,218.07	\$ 3,943,821.80	\$ 35,494,396.27	10/20/2017	September	
Oct-17	\$ 35,494,396.27	\$ 3,943,821.80	\$ 31,550,574.47	11/20/2017	October	
Nov-17	\$ 31,550,574.47	\$ 3,943,821.80	\$ 27,606,752.67	12/20/2017	November	
Dec-17	\$ 27,606,752.67	\$ 3,943,821.81	\$ 23,662,930.86	1/20/2018	December	
Jan-18	\$ 23,662,930.86	\$ 3,943,821.81	\$ 19,719,109.05	2/20/2018	January	
Feb-18	\$ 19,719,109.05	\$ 3,943,821.81	\$ 15,775,287.24	3/20/2018	February	
Mar-18	\$ 15,775,287.24	\$ 3,943,821.81	\$ 11,831,465.43	4/20/2018	March	
Apr-18	\$ 11,831,465.43	\$ 3,943,821.81	\$ 7,887,643.62	5/20/2018	April	
May-18	\$ 7,887,643.62	\$ 3,943,821.81	\$ 3,943,821.81	6/20/2018	May	
Jun-18	\$ 3,943,821.81	\$ 3,943,821.81	\$ -	8/15/2018	June	
Total FY Payments		56,791,034.00				

F2-2 Table 8 specifies the schedule of payments for the next fiscal year of this Contract.

Table 8 - Schedule of Payments for Fiscal Year 2018-19						
Month of Services	FY Contract Balance Prior to Payment	Fixed Payment Amount	FY Contract Balance after this Payment	Invoice Packet Due Date	Progress and Expenditure Report Period	Funding Amendments After This Payment
Annual Advance	\$ 56,791,034.00	\$ 9,465,172.33	\$ 47,325,861.67	7/1/2018	N/A	
Jul-18	\$ 47,325,861.67	\$ 3,943,821.80	\$ 43,382,039.87	8/20/2018	July	
Aug-18	\$ 43,382,039.87	\$ 3,943,821.80	\$ 39,438,218.07	9/20/2018	August	
Sep-18	\$ 39,438,218.07	\$ 3,943,821.80	\$ 35,494,396.27	10/20/2018	September	
Oct-18	\$ 35,494,396.27	\$ 3,943,821.80	\$ 31,550,574.47	11/20/2018	October	
Nov-18	\$ 31,550,574.47	\$ 3,943,821.80	\$ 27,606,752.67	12/20/2018	November	
Dec-18	\$ 27,606,752.67	\$ 3,943,821.81	\$ 23,662,930.86	1/20/2019	December	
Jan-19	\$ 23,662,930.86	\$ 3,943,821.81	\$ 19,719,109.05	2/20/2019	January	
Feb-19	\$ 19,719,109.05	\$ 3,943,821.81	\$ 15,775,287.24	3/20/2019	February	
Mar-19	\$ 15,775,287.24	\$ 3,943,821.81	\$ 11,831,465.43	4/20/2019	March	
Apr-19	\$ 11,831,465.43	\$ 3,943,821.81	\$ 7,887,643.62	5/20/2019	April	
May-19	\$ 7,887,643.62	\$ 3,943,821.81	\$ 3,943,821.81	6/20/2019	May	
Jun-19	\$ 3,943,821.81	\$ 3,943,821.81	\$ -	8/15/2019	June	
Total FY Payments		56,791,034.00				

F2-3 The Department shall amend into this Contract additional Schedules of Payments for any remaining fiscal years annually following the expiration of Table 7.