



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
OFFICE OF THE SUPERINTENDENT


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SUPERINTENDENT OF SCHOOLS


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July 22, 2013

TO: School Board Members

FROM: Kathrine Francis   
Executive Director  
Exceptional Student Education & Support Services

VIA: Robert W. Runcie   
Superintendent of Schools

**SUBJECT: Revision to FF-9, Contract with Broward Behavioral Health Coalition (BBHC), for the July 23, 2013 Regular School Board Meeting**

Attached is a revision for FF-9, Contract with Broward Behavioral Health Coalition (BBHC), for the July 23, 2013 Regular School Board Meeting.

A change in BBHC contract language was submitted on Friday, July 19, 2013.

RWR/kf:cg/dc  
Attachments  
c: Senior Leadership Team

## EXECUTIVE SUMMARY

<b>Contract</b>	<b>Contract between The School Board of Broward County, Florida and Broward Behavioral Health Coalition.</b>
Status	New Contract that begins on the date signed and expires on June 30, 2014. This contract existed between SBBC and DCF 2012-13 year.
Timeline	6/25/2013 12:53 pm received new contract from BBHC for contract to start on 7/1/2013. 6/26/2013 Hand Delivered contract to legal for review. 6/27/2013 Spoke to Legal who indicated that current contract was ending on 6/30/2013 and not able to get to Board until after contract ends. Contract person will review and return by 7/5/2013. 7/5/2013 Met with legal discuss changes need to contract. 7/5/2013 Contact BBHC regarding changes needed. BBHC indicated could not get to changes until Monday 7/8/2013 at the earliest. 7/5/2013 Sent the needed changes via email to BBHC in order to expedite the contract execution. 7/8/2013 Information needed to make changes were received. 7/8/2013 Contract sent back to legal for review. 7/9/2013 Contract signed by legal and returned.
Funds	This is a contract to provide Comprehensive School and Community Suicide Prevention and Intervention Services.
Financial Impact Statement	Total Dollar Amount for contract is: \$116,282.
School(s) included	All schools in the District can receive suicide prevention and intervention services.
Managing Department/School	Exceptional Student Education and Support Services SEDNET is the contract manager.
Source of Additional Information	Kathrine Francis, Executive Director ESE/Support Services Joaquin Eljaua, Director Support Services  Charlene M. Grecsek, EdD, LMHC SEDNET Coordinator 754-321-2560 *2910
New Contract 2013-14	New Contract received with all changes and requirements for Managing Entity. <ul style="list-style-type: none"> <li>• Funds 1.5 positions</li> <li>• Start Date- Date signed through June 30, 2014</li> <li>• Provide suicide prevention and intervention services to any school in the District.</li> </ul>
Services	<b>Services:</b> All schools in the District in need of intervention and/or prevention strategies as they relate to suicide and mental health are eligible. One and half licensed family counselors will provide intervention and/or prevention services in schools. Family counselors will also offer training as related to suicide and other mental health issues to peer counselors, teachers, and any Broward County School Board employee upon request. Family counselors will work with all schools that have students with suicidal ideations providing support and follow up for the school staff and youth. In addition, family counselors will assist with linking services to community agencies as needed by the students and families.

## EXECUTIVE SUMMARY

<p>Project Description History</p>	<p><b>History:</b> This was a three year contract with the Department of Children and Families, Substance Abuse and Mental Health Program Office (SAMHPO) with an end date of June 30, 2014. The District was previously contracted for the period of July 1, 2008 through June 30, 2011.</p> <p>During the three year period (2011-2014) a new managing entity (Broward Behavioral Health Coalition- BBHC) was assigned to DCF (November 2012). BBHC executed two amendments to the contract from November 2012. The last amendment on 6/4/2013 ended the three year contract on June 30, 2013 instead of June 30, 2014.</p> <p>BBHC then initiated a new contract with a start date of July 1, 2013, if signed by July 1, 2013, and end on June 30, 2014. The contract was not received by SBBC until June 26, 2013 and was unable to be executed by July 1, 2013</p> <p><b>Amendment One to previous contract from SAMHPO:</b> Amendment One was approved on 5/1/2012. Department of Children and Families reduced the contract by \$100,000 dollars per year. This decreased the number of counselors from three to two. The contract reduction began immediately. The new contract allocation per the amendment was as follows:</p> <ul style="list-style-type: none"><li>• Three (3) year period totals \$367,362; Annually \$122,454 for FY 2011-12, \$122,454 for FY 2012-13 and \$122,454 for FY 2013-14.</li></ul> <p><b>Amendment Two:</b> Amendment Two was the transition to the Managing Entity. DCF changed the terms of the contract as per Amendment Two. Effective 11/1/2012, the following changes were made:</p> <ul style="list-style-type: none"><li>• Identified name of Managing Entity as Broward Behavioral Health Coalition (BBHC).</li><li>• Notice of future reduction of 5.46% as of November 1, 2012.</li><li>• Notice that the existing contract will be further amended or replaced.</li></ul> <p><b>Amendment Three approved on June 4, 2013:</b> BBHC as the managing entity for the DCF contract has proposed changes to the terms of the contract. Effective May 1, 2013, the proposed amendment is as follows:</p> <ul style="list-style-type: none"><li>• Changes to required documents, forms and timelines.</li><li>• Change to payment clauses and submission procedures for invoices and documents.</li><li>• Increase dollar amount for 2012-13 year by \$3,211.</li><li>• Indicate that a new contract will be developed for 2013-14 year with BBHC. This new contract will eliminate any contract with DCF for 2013-14 year.</li></ul>
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CONTRACT 343BBHC07

THIS CONTRACT is entered into between the Broward Behavioral Health Coalition ("BBHC") hereinafter referred to as the Managing Entity ("ME") and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA – A political subdivision of The State of Florida, hereinafter referred to as the "Provider."

**1. Contract Document**

The Provider shall provide services in accordance with the terms and conditions specified in this Contract including all attachments and exhibits, and documents incorporated by reference which constitute the contract document.

**2. Requirements of Section 287.058, Florida Statutes**

The Provider shall provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. These deliverables must be received and accepted by the ME, or its designee, in writing prior to payment. The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit; where itemized payment for travel expenses are permitted in this Contract, submit bills for any travel expenses in accordance with §112.061, Fla. Stat., or at such lower rates as may be provided in this Contract. Provider shall provide public access to all documents, papers, letters, or other public records as defined in §119.011(12), Fla. Stat. and as prescribed by §119.07(1) Fla. Stat., made or received by the Provider in conjunction with this Contract, except that public records which are deemed confidential by law shall be protected from disclosure. It is expressly understood the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the ME may unilaterally terminate the Contract.

**3. Provisions of the Prime Contract**

All provisions, terms and conditions, or amendments, addendum, changes or revisions applicable to the Provider made subsequent to the initial execution of the Prime Contract, i.e., the Contract entered into between the Florida Department of Children and Families ("DCF") and BBHC (ME), not in conflict with this Contract, shall be binding upon the Provider and agrees to comply with same. The Prime Contract is incorporated herein by reference. In case of conflict with the provisions, terms and conditions of The Prime Contract and this Contract, the provisions, terms and conditions of the Prime Contract will prevail. In the event of a conflict between the provisions of the documents of this Contract, the documents shall be interpreted in the order of precedence listed in **Paragraph 46**, of this Standard Contract.

**4. Effective and Ending Dates**

This Contract shall begin on July 1, 2013. It shall end at midnight, local time in Broward County, Florida on June 30, 2014.

**5. State of Florida Law**

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be the appropriate state court in Broward County, Florida.

**6. Federal Law**

a. If this Contract contains federal funds, the Provider shall comply with the provisions of federal law and regulations including but not limited to, 45 Code of Federal Regulations (CFR), Part 74, 45 CFR, Part 92, and other applicable regulations.

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

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

d. Unauthorized aliens shall not be employed. The ME shall consider the employment of unauthorized aliens a violation of §274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and §101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the ME. Pursuant to Executive Order 11-2 signed on January 4, 2011, the Provider, and if applicable all subcontractors for work contemplated under this Contract, shall use the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and the subcontractors' employees performing under this Contract.

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

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

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

a. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds (to include funds used to meet the local match requirements per 65-E-14 F.A.C., if applicable) provided by the ME under this

- b. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider for a period of seven (7) years after completion of the Contract or longer when required by law. In the event an audit is required by this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the ME.
- c. Upon demand, at no additional cost to the ME, the Provider will facilitate the duplication and transfer of any records or documents during the required retention period in Section 7.b.
- d. These records shall be made available at all reasonable times for inspection, review, copying, or audit by federal, State, or other personnel duly authorized by the ME.
- e. At all reasonable times for as long as records are maintained, persons duly authorized by the ME, and State, and federal auditors, pursuant to 45 CFR, section 92.36(i)(10), shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.
- f. A financial and compliance audit shall be provided by Provider to the ME as specified in this Contract and in **Attachment II**.
- g. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, Fla. Stat.).
- h. The Provider shall include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

#### **8. Inspections and Corrective Action**

The Provider shall permit all persons who are duly authorized by the ME and the State of Florida to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, the scope of review being conducted, and to interview any clients, employees and subcontractor employees of the Provider to assure the ME of the satisfactory performance of the terms and conditions of this Contract. Following such review, the ME will deliver to the Provider a written report of its findings, and may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the corrective action plan. This provision will not limit the ME's termination rights under **Section 40**. The failure to implement any corrective action plans to the satisfaction of the ME, after receiving due notice, shall be grounds for Contract termination.

#### **9. Indemnification**

- a. The Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the ME, the State of Florida ("State") and DCF, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors, provided, however, the Provider shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the ME.
- b. The Provider shall fully indemnify, defend and hold harmless the ME, the State, and the DCF, from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation of infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, the foregoing obligation shall not apply to the ME's misuse or modification of Provider's products or a ME's operation or use of Provider's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in the Provider's opinion is likely to become the subject of such a suit, the Provider may at its sole expense procure for the ME the right to continue using the product or modify it to become non-infringing. If the Provider is not reasonably able to modify or otherwise secure the ME the use, the ME shall not be liable for any royalties. The Provider's indemnification for violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right shall encompass all such items used or accessed by the Provider, its officers, agents or subcontractors in the performance of this contract or delivered to the ME for the use of the ME, its employees, agents or contractors.
- c. The Provider shall protect, defend, and indemnify, including attorney's fees and costs, the ME for any and all claims and litigation (including litigation initiated by the ME) arising from or relating to Provider's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the Provider's redaction, as provided for under **Section 32**.
- d. The ME shall not be liable for any cost, expense, or compromise incurred or made by the Provider in any legal action without the Provider's without the ME's prior written consent, which shall not be unreasonably withheld. The Provider's inability to evacuate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the ME negligent shall excuse the Provider of performance under this provision, in which case the ME shall have no obligation to reimburse the Provider for costs of its defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the ME shall be to the extent permitted by §768.28, Fla. Stat., or other applicable law, and without waiving the limits of sovereign immunity.

#### **10. Insurance**

Continuous adequate liability insurance coverage shall be maintained by the Provider during the existence of this Contract and any renewal(s) and extension(s) and in accordance with the requirements in **Attachment I**. By execution of this Contract, unless it is a State agency or subdivision as defined by §768.28(2), Fla. Stat., the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this Contract. Upon the execution of this Contract, the Provider shall furnish the ME written verification supporting both the determination and existence of such insurance coverage. Such

coverage may, be provided by a self-insurance program established and operating under the laws of the State of Florida. The ME reserves the right to require additional insurance as specified in this Contract. The Provider shall notify the ME within thirty (30) calendar days if there is a modification to the terms of insurance, to include but not limited to, cancellation or modification to policy limits.

**11. Confidentiality of Client Information**

a. The Provider shall only access information concerning a client for a permitted purpose and shall abide by all applicable state and federal and state privacy laws including, but not limited to HIPAA and 42 CFR Part 2 and ss. 397.501(7), 394.455(3), 394.4615, and 414.295, F.S.

b. The Provider shall not use or disclose any information concerning a recipient of services under this Contract for any purpose prohibited by State or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

**12. Assignments and Subcontracts**

a. The Provider shall not assign the responsibility for this Contract to another party without prior written approval of the ME; however, in no event may the Provider assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under this Contract which right is not conditioned on full and faithful performance of Provider's duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the ME shall be null and void. The Provider shall deliver a copy of all subcontracts and any amendments thereto to the ME for approval prior to the execution of those subcontracts. The Provider shall maintain subcontractor files for each ME approved subcontract and deliver a copy of the executed subcontract to the ME within ten (10) calendar days of execution.

b. The Provider shall ensure all subcontract agreements, at any tier, for work contemplated under this Contract, adhere to all of the requirements of the ME's Prime Contract with DCF and all the requirements of this Contract. A copy of the Prime Contract can be found at the ME's Provider Portal ("The Portal") located at [concordia.iossolution.com](http://concordia.iossolution.com).

c. To the extent permitted by Florida Law, and in compliance with Section 9 of this Contract, the Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the ME shall not be liable to the subcontractor in any way or for any reason. The Provider, at its expense, will indemnify, protect and defend the ME against such claims.

d. The Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the ME in accordance with §287.0585, Fla. Stat., unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

e. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under its contract with the ME to another governmental agency in the State of Florida, upon giving prior written notice to the ME. In the event the State of Florida approves transfer of the ME's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the contract. This Contract shall remain binding upon the successors in interest of either the Provider or the ME.

f. The Provider shall include, or cause to be included, in all subcontracts (at any tier) the substance of all clauses contained in this Contract, or any of the document incorporated therein, that mention or describe subcontract compliance.

g. The act of subcontracting shall not in any way relieve the Provider of any responsibility for the contractual obligations of this contract.

h. The Provider shall implement and maintain procedures for subcontract procurement, development, performance, and management that comply with state and federal rules, regulation, and ME policies and procedures, in addition to identifying the ME's pre- approval process for approving the Providers act of subcontracting.

i. The Provider shall not subcontract for substance abuse/mental health services with any person, entity, vendor, purchase orders or any like purchasing arrangements which:

- (i) 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 within the last 5 years;
- (ii) is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on their ability to provide services, or which adversely reflects their ability to properly handle public funds;
- (iii) is currently involved, or has been involved within the last 5 years, with any litigation, regardless of whether as a plaintiff or defendant, which might pose a conflict of interest to the department, the state or its subdivisions, or a federal entity providing funds to the department;
- (iv) had a contract terminated by DCF or ME for failure to satisfactorily perform or for cause; or
- (v) failed to implement a corrective action plan approved to the satisfaction of the ME, DCF, and other governmental entities, after having received due notice.

j. The Provider shall monitor the performance and contractual compliance of all subcontractors consistent with the ME's Contract Accountability Review Policy and related procedures.

**13. Return of Funds**

a. The Provider shall return to the ME any overpayments due to unearned funds or funds disallowed and disbursed to the Provider by the ME and any interest attributable to such funds pursuant to the terms and conditions of this Contract. In the event the Provider or its independent auditor discovers an overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from the ME. In the event the ME first discovers an overpayment has been made, the ME will notify the Provider by letter of such findings. Should repayment not be made forthwith, the Provider will be charged interest on the outstanding balance after the ME notification or Provider discovery. Payments made for such services subsequently determined by the ME to be in full compliance with the contract requirements shall be deemed overpayments.

b. The funds paid to the Provider are continually subject to review, revision and/or adjustment after evaluation of Utilization and Performance measures monitored by ME.

**14. Client Risk Prevention and Incident Reporting**

If services to clients are to be provided under this Contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in the ME's Incident Reporting Policy and Procedure. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, Fla. Stat., this provision is binding upon both the Provider and its employees.

**15. Civil Rights Requirements**

In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and DCF operating procedure, CFOP 60-16. These requirements shall apply to all contractors, subcontractors, sub-grantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. The Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 in accordance with CFOP 60-16 and 45 CFR 80. This is required of all providers that employ fifteen (15) or more persons.

**16. Independent Capacity of the Contractor**

a. In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the ME or the State, except where the Provider is a State agency. The Provider nor its agents, employees, subcontractors or assignees shall represent to others it has the authority to bind the ME unless specifically authorized in writing to do so.

b. The Provider shall take such actions as may be necessary to ensure each subcontractor of the Provider will be deemed to be an independent contractor. The ME will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the ME in this Contract.

c. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider.

**17. Sponsorship**

As required by §286.25, Fla. Stat., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Network Provider's Name) Inc., Broward Behavioral Health Coalition, and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "Broward Behavioral Health Coalition" and "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

**18. Publicity**

Without limitation, the Provider and its employees, agents, and representatives will not, without the ME's prior written consent in each instance, use in advertising, publicity or any other promotional endeavor any ME mark, the name of the ME's mark, the name of the ME, or any ME affiliate or any officer or employee of the ME, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the ME, or refer to the existence of this contract in press releases, advertising or materials distributed to the Provider's prospective customers.

**19. Final Invoice**

The final invoice for payment shall be submitted to the ME no more than fifteen (15) days, per the requirements stipulated in the Method of Payment section of this Contract, after the contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the ME will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Provider and necessary adjustments thereto, have been approved by the ME.

**20. Use of Funds for Lobbying Prohibited**

The Provider shall comply with the provisions of §§11.062 and 216.347, Fla. Stat., which prohibit the expenditure of Contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

**21. Public Entity Crime**

Pursuant to §287.133, Fla. Stat., the following restrictions are placed on the ability of persons on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact



business with any public entity in excess of the threshold amount provided in §287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. This provision applies to the Provider and all their subcontractors.

## 22. Gratuities

The Provider agrees it will not offer to give any gift to any ME employee. As part of the consideration for this Contract, the parties intend this provision will survive the Contract for a period of two (2) years. In addition to any other remedies available to the ME, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Florida Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

## 23. Intellectual Property

a. It is agreed all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of the ME, fully compensated for by the Contract amount, and neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed the ME shall have exclusive rights to all data processing software falling within the terms of §119.084, Fla. Stat., which arises or is developed in the course of or as a result of work or services performed under this contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then §1004.23, Fla. Stat., shall apply.

b. If the Provider uses or delivers to the ME for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.

c. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University of Florida, then §1004.23, Fla. Stat., shall apply, but the ME shall retain a perpetual, fully-paid, non-exclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

## 24. Real Property

Any state funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the state a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the Provider agrees that, if it disposes of the property before the ME's interest is vacated, the Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

## 25. Information Security Obligations

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

b. The Data Security Officer will ensure user access to the data system or information has been removed from all terminated Provider employees immediately upon termination of employment.

c. The Provider shall provide the latest DCF HIPAA and Security Awareness Training to its staff and subcontractors who have access to ME and DCF data system, information and/or who have access to Protected Health Information regardless of format (e.g. electronic, written, audio, video or still image recording) or function. Security and HIPAA requirements extend to non-clinical or non-administrative personnel if such persons can access Protected Health Information. The Provider shall ensure proof of training is maintained in each employee file.

d. All Provider employees who have access to ME or DCF data system or information, including but not limited to access the Portal or any data system designated by the ME, Substance Abuse and Mental Health Information System (SAMHIS), Incident Reporting and Analysis System (IRAS), Temporary Assistance for Needy Family (TANF), shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 shall be maintained in the employee's Personnel File.

e. The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in The ME's Client Confidentiality and Data Security Policies and Procedures. If encryption of these devices is not possible, then the Provider shall assure unencrypted personal and confidential ME or DCF data will not be stored on unencrypted storage devices. The Provider shall require the same of all subcontractors.

f. The Provider agrees to provide immediate notification to the ME upon identification of any breach or potential breach of personal and confidential ME or DCF data. The Provider shall require the same notification requirements of all subcontractors.

g. The Provider shall provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential ME or DCF data provided in §817.5681, Fla. Stat. The Provider shall require the same notification requirements of all subcontractors. The Provider shall also at its own cost implement measures deemed appropriate by the ME to avoid or mitigate potential injury to any person due to a breach of personal and confidential ME and/or DCF data.

**26. Accreditation**

The Provider shall take appropriate steps to obtain or maintain national accreditation during fiscal year 2013-2014 in order to promote best practices and the highest quality of care. The Provider shall provide the ME with their full accreditation and licensing reports upon request. Providers whose contract or annual service reimbursement amount exceeds \$35,000 but is less than \$350,000 and serve more than three (3) unrelated persons, must comply with the CARF Standards for Unaccredited Providers.

**27. Network Provider Employment Opportunities**

a. The Florida Department Of Economic Opportunity and Workforce Florida: The Provider understands DCF, the Department Of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The ME encourages Provider's participation with the Department Of Economic Opportunity.

b. Transitioning Young Adults: The Provider understands DCF's Operation Full Employment initiative to assist young adults aging out of the dependency system. The ME encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

**28. Health Insurance Portability and Accountability Act ("HIPAA")**

The Provider shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

**29. Emergency Preparedness**

If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this Contract and annually thereafter by July 31<sup>st</sup>, submit to the ME an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, alternate facilities for the 24 hour facilities in case those facilities are incapacitated by the disaster and the expectation for returning exceeds emergency sheltering capabilities and time allowances supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with this Contract in the event of an actual emergency. For the purpose of disaster planning, the term supervision includes the responsibility of the ME, or its contracted agents to ensure the safety, permanency and well-being of a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting.

**30. Notification of Legal Action**

The Provider shall notify the ME of legal actions taken against them or potential actions such as lawsuits, related to services provided through this contract or that may impact the Network Provider's ability to deliver the contractual services, or adversely impact the ME. The ME will be notified within ten (10) days of Provider becoming aware of such actions or from the day of the legal filing, whichever comes first.

**31. Whistleblower's Act Requirements**

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

**32. Proprietary or Trade Secret Information**

a. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, Fla. Stat. Any claim by Provider of proprietary or trade secret confidentiality for any information contained in Provider's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted in connection with this contract will be waived, unless the claimed confidential information is submitted in accordance with Section 32.b..

b. The Provider must clearly label any portion of the documents, data or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as proprietary or trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Network Provider shall include information correlating the nature of the claims to the particular protected information.

c. The ME, when required to comply with a public records request including documents submitted by the Network Provider, may require the Provider to expeditiously submit redacted copies of documents marked as confidential or trade secret in accordance with Section 32.b. Accompanying the submission shall be an updated version of the justification under Section 32. b., correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis from the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be proprietary or trade secret. If the Provider fails to promptly submit a redacted copy, the ME is authorized to produce the records sought without any redaction of proprietary or trade secret information.

d. The Provider shall be responsible for defending its claim that each and every portion of the redactions of proprietary or trade secret information are exempt from inspection and copying under Florida's Public Records Law and indemnify and hold the ME harmless from any and all damages, claims or liabilities resulting from the assertion of such claim by the Network Provider.

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

a. The Provider and its subcontractors, where direct services are provided, shall comply with §504 of the Rehabilitation Act of 1973, 29 U.S.C.

794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and the DCF operating procedure, CFOP 60-10, Chapter 4, entitled "Auxiliary Aids and Services for the Deaf or Hard-of-Hearing."

b. If the Provider or any of its subcontractors employs fifteen (15) or more employees, the Provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504, the ADA, and CFOP 60-10, Chapter 4. The name and contact information for the Provider's Single-Point-of-Contact shall be furnished to the ME within fourteen (14) calendar days of the effective date of this requirement.

c. The Provider shall, within 30 days of the effective date of this requirement, contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs fifteen (15) or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Network Provider's Single-Point-of-Contact.

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

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

f. The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall submit compliance reports monthly, by the 4th business day following the reporting month, to the ME. The Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

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

h. The network provider's and its subcontractors' direct service employees shall complete the Effective Communication Online (as requested of all ME employees) and sign the Attestation of Understanding. Direct service employees will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

#### 34. Contract Amount

The ME shall pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed \$139,538.00, subject to the availability of funds and satisfactory performance of all terms by the Provider. Of the total Contract amount, the ME will be required to pay \$116,282.00 subject to the delivery and billing for services. The remaining amount of \$23,256.00 represents "Uncompensated Units Reimbursement Funds", which the ME, at its sole discretion and subject to the availability of funds, may pay to the Provider, in whole or in part, or not at all. Performance will be determined by the Provider delivering and billing for services in excess of those units of service the ME will be required to pay. Should the Provider receive any funding from the "Uncompensated Units Reimbursement Funds", then the amount of Local Match as it appears on Exhibit H, Funding Detail, will automatically change, utilizing the following formula prescribed in the Method of Payment section of this Contract. The ME's obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature and the Contract between the ME and DCF. Any costs or services eligible to be paid for under any other contract or from any other source are not eligible for payment under this Contract.

#### 35. Contract Payment

(a) The Provider shall request payment monthly through submission of a properly completed invoice, per the requirements of this Contract, within seven (7) calendar days following the end of the month for which payment is being requested.

(b) If no services are due to be invoiced from the preceding month, the Provider shall submit a written document to the ME indicating this information within seven (7) calendar days following the end of the month. Should the Provider fail to submit an invoice or written documentation if no services are due to be invoiced from the preceding month, within thirty (30) calendar days following the end of the month, then the ME at its sole discretion may reallocate funds. If the Provider fails to submit an invoice or written documentation for two (2) consecutive months within a twelve (12) month period, the ME at sole discretion can terminate the Contract.

(c) The ME has ten (10) working days, subject to the availability of funds, to inspect, and approve for goods and services, unless the bid specifications, purchase order, or this Contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the ME or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to §55.03, Fla. Stat., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to the Provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Provider requests payment. Payment shall be made only upon written acceptance by the ME and shall remain subject to the subsequent audit or review to confirm contract compliance.

#### 36. Financial Consequences for Network Provider's Failure to Perform

If the Provider fails to meet the minimum level of service or performance identified in this Contract, or it is customary for the industry, than the ME will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, imposition of penalties per Section 39., and termination of contract either in full or partial termination and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 13, entitled "Return of Funds" to the extent of such error.

**37. Vendor Ombudsman**

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

**38. Notice**

Any notice required under this Contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the Provider responsible for administration of the program, to the designated address contained in this Contract.

**39. Financial Penalties for Failure to Comply with Requirement for Corrective Action**

a. Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

b. The increments of penalty imposition that shall apply, unless the ME determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total Contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

c. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty. The ME at its sole discretion may terminate a contract in full or in part for failure to comply with requirements for corrective action.

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

**40. Termination**

a. This Contract may be terminated by either party without cause upon no less than thirty (30) calendar days' notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the Network Provider responsible for administration of the program. This provision shall not limit the ME's ability to terminate this Contract for cause according to other provisions herein.

b. In the event funds for payment pursuant to this Contract become unavailable, the ME may terminate this Contract upon no less than twenty-four (24) hour notice in writing to the Provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The ME shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the Provider will be compensated for any work satisfactorily completed.

c. In the event the Provider fails to fully comply with the terms and conditions of this Contract, the ME may terminate upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider after its failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the ME specifying the nature of the noncompliance and the actions required to terminate the contract. The ME's failure to demand performance of any provision of this Contract shall not be deemed a waiver of performance. The ME's waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the ME's right to remedies at law or in equity.

d. Failure to have performed any contractual obligations with the ME in a manner satisfactory to the ME will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the ME, been notified by the ME of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the ME; or (2) had a contract terminated by the ME for cause. Termination shall be upon no less than twenty-four (24) hour notice in writing.

e. Should the termination of the Contract be inevitable, the Provider shall work in collaboration with the ME to develop a transition plan, in accordance with this Contract Non-Renewal/Termination/Record Transition Plan, incorporated herein by reference, and timeline to ensure the uninterrupted continuum of services to individuals served under this Contract, to include but not limited to the transfer client records. A copy of the Network Service Provider Contract Non-Renewal/Termination/Record Transition Plan may be obtained from the ME.

**41. Renegotiations or Modifications**

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

**42. Dispute Resolution**

(a) It is the sole responsibility of the ME to resolve differences with the Provider pertaining to this Contract. The Provider and the ME agree to cooperate in resolving any differences in interpreting the Contract. Within five (5) business days of the execution of this Contract, each party shall designate one person to act as its representative for dispute resolution purposes, and shall notify the other party of the person's name and business address and telephone number. Within five (5) business 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 President/Chief Executive Officer of the respective parties. Upon referral to this second step, the President/Chief Executive Officer of the parties shall confer in an attempt to amicably resolve the issue. If the President/Chief Executive Officer of the parties cannot resolve the issue, then in that event, the decision of the ME shall prevail subject to any legal rights that the Network Provider may have and/or wish to exercise. Venue for any court action will be in Broward County, Florida. This provision shall not limit the parties' rights of termination under Section 40.

(b) In the event of a dispute as to the ME's determination regarding client eligibility and/or placement into the appropriate level of care, the ME's dispute resolution process, incorporated herein by reference and available upon request from the ME's contract manager, shall be followed. An eligibility dispute shall not preclude the provision of services to Individuals Served, unless the dispute resolution process reverses the ME's determination.

(c) In the event of a general dispute arising out of, or relating to this Contract the parties mutually agree to resolve the disagreement amicably by following the ME's dispute resolution process.

**43. Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (For Contracts Valued at \$1,000,000.00 (total contract value), or more, awarded, extended, or renewed on or after July 1, 2011).**

The Provider agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in §219.473, Fla. Stat. Pursuant to §287.135(5), Fla. Stat., the ME may immediately terminate this Contract for cause if the Network 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 Contract.

**44. Verification of Employment Status (E-Verify)**

**1. Employment Eligibility Verification**

**(a) Definitions. As used in this clause -**

"Employee assigned to the contract" means all persons employed during the contract term by the provider/grantee to perform work pursuant to this Contract within the United States and its territories, and all persons (including subcontractors) assigned by the provider/grantee to perform work pursuant to the contract/grant with the department.

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

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

**(b) Enrollment and verification requirements.**

**(1) The provider/grantee shall -**

(i) Enroll. Enroll as a provider/grantee in the E-Verify program within 30 calendar days of Contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility. All new employees assigned by the provider/grantee/subcontractor to perform work pursuant to the contract with the DCF shall be verified as employment eligible within 3 business days after the date of hire; and

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

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

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

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

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

(e) Individuals performing work prior to the E-verify requirement. Employees assigned to and performing work pursuant to this Contract prior to February 04, 2011 do not require employment eligibility verification through E-verify.

04, 2011 do not require employment eligibility verification through E-verify.

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

(g) Subcontracts. The provider/grantee shall include the requirements of this clause, including this paragraph (g) (appropriately modified for identification of the parties), in each subcontract.

45. Official Payee and Representatives (Names, Addresses, Telephone Numbers and E-Mail Addresses)

a. The Provider name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment shall be made is:
The School Board of Broward County, Florida 600 Southeast 3 <sup>rd</sup> Avenue Fort Lauderdale, Florida 33301

c. The name, address, and telephone of the Contract Manager for the ME for this contract is:
Debbye Schindler Provider Relations Specialist Concordia Behavioral Health 1717 SE 4 <sup>th</sup> Avenue Ft. Lauderdale Fl. 33316 1-866-882-2991 debbye.schindler@concordia.com

b. The name of the contact person and street address where the Provider's financial and administrative records are maintained is:
The School Board of Broward County, Florida 600 Southeast 3 <sup>rd</sup> Avenue Fort Lauderdale, Florida 33301

d. The name, address, and telephone number of the representative of the Provider responsible for the administration of the program under this Contract is:
Robert Runcie Superintendent – Broward County Schools 600 SE 3 <sup>rd</sup> Avenue Fort Lauderdale, FL 33301 Tel: 754-321-2600 robert.runcie@browardschools.com

Upon change of representatives (names, addresses, telephone numbers and e-mail addresses) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Contract.

46. All Terms and Conditions Included

This Contract including attachments, exhibits, and any materials referenced herein or in said attachments, together with any documents incorporated by reference, including but not limited to the ME Prime Contract (which may be found in the Portal), contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken. In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

1. Prime Contract
2. The Contract, which includes the Standard Contract, Attachment I through Attachment V, and Exhibits A through I, K through Z, and Exhibits AB, AC,XX, YY and ZZ, listed in Attachment I, Section E., List of Exhibits, as applicable.

BY SIGNING THIS CONTRACT, THE PARTIES AGREE THAT THEY HAVE READ AND AGREE TO THE ENTIRE CONTRACT, AS DESCRIBED IN SECTION 46.



IN WITNESS THEREOF, the parties have caused this contract, attachments, exhibits, and any documents referenced herein, to be executed by their undersigned officials as duly authorized.

School Board Of Broward County

Broward Behavioral Health Coalition

SIGNED: *Robert W. Runcie*

SIGNED: *Silvia M. Quintana*

NAME: Robert W. Runcie

NAME: Silvia M. Quintana

TITLE: Superintendent

TITLE: Chief Executive Officer

DATE: 7/29/13

DATE: 8/5/13

Federal Tax ID# (or SSN) Provider F59-6000530 Network Provider Fiscal Year Ending Date 06/30

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR: SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

BY: *Laurie Rich Levinson*

Laurie Rich Levinson  
Chair

ATTEST:

*Robert W. Runcie*

ROBERT W. RUNCIE  
Superintendent of Schools

Approved as to Form and Legal Content:  
*[Signature]* 07/09/13  
Office of the General Counsel

# ATTACHMENT I

## A. SERVICES TO BE PROVIDED

### 1. Definition of Terms

- \* Contract terms used in this document can be found in the Broward Behavioral Health Coalition, Inc. ("ME") Glossary of Terms, which is incorporated herein by reference and available on the Provider Portal ("the Portal"), which may be accessed at [concordia.iossolution.com](http://concordia.iossolution.com).

### 2. General Description

#### a. General Statement

The services provided under this Contract are community-based SAMH services for a consumer-centered and family-focused coordinated system of care. The Contract requires a qualified, direct service, community-based Provider to provide services for adults and/or children with behavioral health issues as authorized in section 394.9082, F.S., consistent with Chapters 394, 397, 916, section 985.03, F.S. (as applicable), State Behavioral Health Services Plan dated January 2011, or the latest version thereof, and in the ME contract with the Florida Department of Children & Families ("DCF") ("Prime Contract"), which is incorporated herein by reference

The Provider shall work in partnership with the ME to better meet the needs of individuals with co-occurring substance abuse and mental health disorders, trauma informed care. The partnership process will be open, transparent, dynamic, fluid, and visible. The process shall also serve as an opportunity for collaboration to continuously improve the quality of services provided to the residents of Broward County. During the course of the Contract, the ME will require the Provider participate in the process of improving co-occurring disorder service capability system wide and trauma informed care services.

The Provider shall work in collaboration and shall assist, upon request of the ME, in fulfilling its contractual obligations pursuant to the Prime Contract:

- (1) System of Care Development and Management;
- (2) Utilization Management;
- (3) Quality Improvement;
- (4) Data Collection, Reporting, and Analysis;
- (5) Financial Management; and
- (6) Disaster Planning and Responsiveness

#### b. Scope of Service

The following scope of service applies to the Contract:

- (1) The Provider is responsible for the administration and provision of services to the target population(s) indicated in **Exhibit A**, entitled "Clients to be Served," and in accordance with the tasks outlined in this Contract. Services shall also be delivered at the locations specified in, and in accordance with the ME approved Program Description and is incorporated herein by reference. Exhibit A can be located at [concordia.iossolution.com](http://concordia.iossolution.com) and is incorporated herein by reference.
- (2) Services are to be delivered in Broward County, Florida

#### c. Major Program Goals

- (1) The primary goal of the SAMH Program is to promote the reduction of substance use, abuse, and dependence and improve the mental health and lives of the people of Broward



County by making substance abuse and mental health treatment and support services available through a comprehensive, integrated community-based System of Care and to engage and encourage persons with or at risk of substance abuse and/or mental illness to live, work, learn, and participate fully in their community.

(2) It is the goal of the ME to improve accountability, ensure quality of care through best practice models and seek to ensure delivery of behavioral health services available through the ME Provider Network and across systems resulting in systematic access to a full continuum of care for all children, adolescents and adults who enter the publicly-funded behavioral health services systems.

(3) It is the goal to improve co-occurring capability, trauma informed care, and expertise in all programs.

(4) The intent of substance abuse prevention is to promote and improve the behavioral health of Broward County by strategically applying substance abuse prevention programs, and environmental strategies relevant to community needs.

**d. Minimum Programmatic Requirements**

The Provider shall maintain the following minimum programmatic requirements:

**(1) System of Care**

The client-centered and family-focused system of care will:

- (a) Be driven by the needs and choices of the clients;
- (b) Promote family and personal self-determination and choice;
- (c) Be ethically, socially, and culturally responsible; and
- (d) Be dedicated to excellence and quality results.

There is a commitment to expand clinical treatment to include the behavioral health Transformation Initiative, evidence based practices ("EBP") and recovery support services in accordance with priorities established by the ME for substance abuse, mental health treatment and/or co-occurring disorders, substance abuse prevention services, substance abuse and mental health treatment capacity, children and families, criminal and juvenile justice, HIV and hepatitis.

**(2) Guiding Principles**

Guiding principles specify services are as follows:

- (a) Inclusive - involve and engage families and clients as full partners to participate in the planning and delivery of services;
- (b) Comprehensive - incorporating a broad array of service and supports (e.g. physical, emotional, clinical, social, educational and spiritual);
- (c) Individualized - meeting the individual's exceptional needs and strengths;
- (d) Community-based - provided in the least restrictive, clinically appropriate setting;
- (e) Coordinated at the system and service delivery level to ensure multiple services are provided and change as seamlessly as possible when warranted;
- (f) Cultural and linguistic competence, and
- (g) Gender responsive.

**3. Clients to be Served**

See **Exhibit A**, entitled "Clients to be Served".

## B. MANNER OF SERVICE PROVISION

### 1. Service Tasks

The following tasks must be completed for each fiscal year covered in the Contract

#### a. Task List

- (1) Based on client needs, the Provider agrees to provide appropriate services from the list of approved programs/activities described in **Exhibit G**, entitled "State Funding by Program and Activity" and the description of such services specified in the Program Description as required by Rule 65E-14.021, Florida Administrative Code. No changes in the array of services shall be made unless approved by the ME.
- (2) The Provider shall serve the number of persons indicated in **Exhibit D**, entitled "Substance Abuse and Mental Health Required Outcomes & Outputs" within the activities specified in **Exhibit G**.
- (3) The Provider shall ensure EBP are accessible to clients served. EBP utilized by the Provider and the fidelity monitoring and Quality Improvement Plan shall be submitted to the ME as detailed in **Exhibit C**, entitled "Required Reports", which can be located at **concordia.iossolution.com** and is incorporated herein by reference.
- (4) The Provider shall adhere to treatment group size limitations not to exceed fifteen (15) individuals per group for any clinical therapy service provided. In addition to other programmatic documentation requirements, service documentation to evidence group activities shall include the following:
  - (a) Data Elements:
    - i. Service Documentation-Group Sign in Sheet
    - ii. Recipient name and identification number;
    - iii. Staff name and identification number
    - iv. Service date;
    - v. Start time
    - vi. Duration;
    - vii. Cost Center;
    - viii. Brief description of type of group;
    - ix. Program (AMH, ASA, CMH, CSA)
  - (b) Audit Documentation-Recipient Service/Non-Recipient Chart:
    - i. Recipient name and identification number or if non-recipient, participant's name, address, and relation to recipient;
    - ii. Staff name and identification number
    - iii. Service date
    - iv. Duration; and
    - v. Group progress note
- (5) The Provider shall submit to the ME, **annually by July 1<sup>st</sup>**, verification all of its employees and subcontractors with access to ME and/or DCF information systems have completed the Security Agreement form as identified in **Paragraph 25** of the Contract.
- (6) For licensable services, the Provider shall have and maintain correct and current Florida Agency for Health Care Administration ("AHCA") licenses and only bill for services

under those licenses. In the event any of the Provider's licenses are suspended, revoked, expired or terminated, the Provider shall immediately notify the ME and payment shall be suspended for services delivered by the Provider under such license(s) until said license(s) are reinstated.

(7) **Annually by July 31st**, the Provider shall adopt and submit to the ME for approval the Provider's grievance procedures whereby clients may grieve concerns about contracted services to the Provider for resolution and ultimately appeal to the ME for a final determination.

(8) The Provider shall use the approved assessment tool(s) designated by and available from the ME.

(9) If the Provider provides medication management services, it shall ensure clients discharged from state mental health treatment facilities will be maintained on the medication prescribed to the client by the facility at discharge pursuant to s. 394.676, F.S. Maintenance includes performing required lab tests, providing the medication, and providing appropriate physician oversight.

(10) Annually by **July 31<sup>st</sup>**, the Provider shall submit to the ME a completed Civil Rights Compliance Questionnaire.

(11) **Continuous Quality Improvement Programs.** The Provider must maintain a Continuous Quality Improvement ("CQI") program to objectively and systematically monitor and evaluate the appropriateness and quality of care, to ensure services are rendered consistent with prevailing professional standards, and to identify and resolve problems. Additionally, the program must support activities to ensure fraud, waste, and abuse does not occur. See **Exhibit C**.

(12) **Performance Measures for Continuous Quality Improvement Programs.**

The Provider shall track by program, as applicable, the performance measures as specified in **Exhibit YY**, entitled "Performance Measures for CQI Programs", and submit the report to the ME by the dates specified in **Exhibit C**.

(13) **Trauma Informed Care (TIC)**

Many individuals with behavioral health issues have experienced trauma that affects their development and adjustment. The ME is committed to developing a system of care that incorporates comprehensive assessment tools that identify those affected by trauma and a system of care that meets their needs. The Provider shall participate in ME trauma initiatives as identified.

(14) **Comprehensive Continuous Integrated System of Care (CCISC):** The Provider will participate in the CCISC Initiative. CCISC participation is one consideration in the allocation of lapse and/or new funding. See **Exhibit ZZ**, which can be located on the Portal at [concordia.iosolution.com](http://concordia.iosolution.com) and is incorporated herein by reference.

(15) **Cultural and Linguistic Competence:** The Provider will implement a Cultural and Linguistic Competence Action Plan for developing strategies to increase cultural competence among board members, staff, and family members where appropriate. The Provider shall ensure access to services that meet linguistic and cultural needs and preferences of clients, including but not limited to sign language, Spanish, Creole, translation, and interpretive services. See **Exhibit**

Z, which can be located on the Portal at [concordia.iossolution.com](http://concordia.iossolution.com) and is incorporated herein by reference.

**(16) Institutional Review Board ("IRB")**

The Provider shall comply with DCF Operating Procedure 215-8, Oversight of Human Subject Research and Institutional Review Board Determination. Additional information is located at <http://www.dcf.state.fl.us/news/humanresearchpolicy.shtml>. Approval from the ME is mandatory for all research conducted by the Provider or any of its employees, contracted organizations or individuals, or any public or private vendor, even if the aforementioned has their own IRB which has granted approval.

**(17)** The Provider shall participate in the ME's Peer Review process, when implemented, to assess the quality, appropriateness, and efficacy of services provided to individuals pursuant to 45 CFR 96.136.

**(18)** The Provider shall execute a Memorandum of Understanding ("MOU") with the appropriate Federally Qualified Health Center ("FQHC") within ninety (90) days of the effective date of this Contract that provides for the integration of primary care services to the medically underserved. The MOU shall be submitted to the ME before the due date(s) as specified in **Exhibit C**. The Provider shall submit copies of any amendment to the MOU, to the ME within thirty (30) days of execution.

**(19) Access to Care**

The Provider shall ensure individuals needing treatment services will receive services, depending on the severity of individual need, consistent with industry standards for distance and travel time, and as specified in the ME Utilization Management ("UM") protocols made available on the Portal ([concordia.iossolution.com](http://concordia.iossolution.com)), incorporated herein by reference.

Non-compliance with timely access to care for services terms will result in a corrective action and may result in a financial penalty as specified in **Paragraph 36** of the Contract.

The Provider shall:

- i. Ensure the needs and preferences of consumers and their families drive treatment planning and service delivery, and that consumers and their families (with consent) are involved in all aspects of treatment (pre, during and post);
- ii. Engage service clients, family members, and advocates in the design, development, and evaluation of services;
- iii. Give consumers a choice of provider and services, whenever possible;
- iv. Assess and improve consumer satisfaction.

**(20) Clients with special needs**

The Provider shall ensure the coordination of specialty services including:

- (a) employability skills training and linkages,
- (b) victimization and trauma services,
- (c) infant mental health services,
- (d) services to the elderly,
- (e) services to families in recovery,
- (f) services to consumers with needs, including but not limited to those who are blind, deaf or hard of hearing,
- (g) developmentally disabled, physically handicapped, and
- (h) criminally involved, or forensic clients.

The Provider shall provide early diagnosis and treatment intervention to enhance recovery and prevent hospitalization.

The Provider shall comply with the provisions of **Exhibit L**, entitled "Assisted Living Facilities with a Limited Mental Health License," if services to such residents are offered. **Exhibit L** can be located on the Portal at [concordia.iosolution.com](http://concordia.iosolution.com) and is incorporated herein by reference.

The Provider shall work with the ME and other stakeholders to reduce the admissions and the length of stay for dependent children and adults with mental illness in residential treatment services.

**(21) Develop and Disseminate Consumer Manual**

The Providers shall assist the ME in developing and maintaining a consumer manual which includes information about access procedures, recipient rights and responsibilities, and grievance and appeal procedures.

**(22) Work and Social Opportunities**

The Provider will employ Peer Services Coordinators to develop work and social opportunities for clients and make recommendations to the ME for a consumer-driven system.

**(23) Assist Stakeholder Involvement in Planning, Evaluation, and Service Delivery**

- (a) Provider will assist the ME in engaging local stakeholders, pursuant to section 394.9082 F.S
- (b) Provider shall work with the ME to provide performance, utilization, and other information as may be required of the ME by DCF.

**(24) Reporting**

The ME reserves the right to reject any reports submitted by the Provider as incomplete, inadequate or unacceptable.

**(25) Client Satisfaction Survey**

The Provider shall conduct satisfaction surveys of clients served pursuant to DCF PAM 155-2. Failure to provide the required number of surveys or utilizing the correct instrument may result in a corrective action and an imposed financial penalty.

**(26) Utilization Management**

The Provider agrees to participate in all of the requirements of the ME Utilization Management Program as detailed in **Exhibit U**, entitled "Utilization Management", which can be located on the Portal at [concordia.iosolution.com](http://concordia.iosolution.com) and is incorporated herein by reference.

**(27) Client Trust Funds ("CTF"):**

- (a) The Provider shall submit a letter to the ME certifying it either is or is not the representative payee for Supplemental Security Income, Social Security Administration, Veterans Administration, or other federal benefits on behalf of a client within thirty (30) days of contract/amendment execution and by **July 31<sup>st</sup>** of each fiscal year.
- (b) If the Provider is the representative payee for Supplemental Security Income, Social Security Administration, Veterans Administration, or other federal benefits on behalf of the client, the Provider shall comply with the applicable federal laws including the establishment and management of individual client trust accounts (20 CFR 416 and 31 CFR 240). The Provider shall also maintain and submit documentation of all payment/fees received on behalf ME clients receiving Supplemental Security Income,

Social Security Administration, Veterans Administration, or other federal benefits upon request from the ME.

(c) Any Provider assuming responsibility for administration of the personal property and/or funds of clients shall follow DCF's Accounting Procedures Manual 7 APM, 6, Volume 7, incorporated herein by reference (available from DCF). The ME, DCF, their designees, or duly authorized individuals may review all records relating to this section. Any shortages of client funds attributable to the Provider as determined by the ME shall be repaid by the Provider, plus interest as provided in §55.03, Fla. Stat., within one (1) week of the determination.

**b. Task Limits**

The Provider shall perform all services under this Contract in accordance with applicable federal, state and local rules, statutes, licensing standards, and policies and procedures.

The Provider agrees to abide by the approved Program Description, and is not authorized by the ME to perform any tasks related to the Contract other than those described therein without the express written consent of the ME.

**2. Staffing Requirements**

**a. Staffing Levels**

(1) The Provider shall maintain staffing levels in compliance with applicable professional qualifications, rules, statutes, licensing standards and policies and procedures. See **Exhibit F**, entitled "Minimum Service Requirements", which can be located on the Portal at **concordia.iossolution.com** and is incorporated herein by reference.

(2) The Provider shall engage in recruitment efforts to employ capable and competent staff with the ethnic and racial diversity demonstrated by the clients served. The ME may request documentation evidencing Provider's recruitment efforts in compliance with this requirement.

**b. Professional Qualifications**

The Provider shall ensure its staff successfully completes screening for all mental health personnel, substance abuse personnel, chief executive officers, owners, directors, and chief financial officers according to the standards for Level II screening set forth in Chapter 435, and s. 408.809 Florida Statutes, except as otherwise specified in s. 394.4572(1)(b)-(c), Florida Statutes. For the purposes of this Contract, "mental health personnel" includes all program directors, professional clinicians, staff members, and volunteers working in public or private mental health programs and facilities that have direct contact with individuals held for examination or admitted for mental health treatment. Screening for substance abuse personnel shall be conducted in accordance with the standards set forth in Chapter 397, Florida Statutes. This requirement shall include all personnel who have direct contact with children receiving services or with adults who are developmentally disabled receiving services.

**c. Staffing Changes**

The Provider shall provide written notification to the ME within (10) calendar days of any staffing changes in the positions of Chief Executive Officer, Chief Financial Officer, Medical Director, Clinical Director, IT Director, Dispute Resolution Officer, Data Security Officer, Single Point of Contact in accordance with Section 504 of the Rehabilitation Act of 1973 as required by **Paragraph 33** of the Contract, or any individuals with similar functions. Additionally, the Provider will notify the ME in writing, of any changes in the Executive Director or any senior management position.

**3. Service Location and Equipment**

**a. Service Delivery Location and Times**

The location, days and times of services will be as specified in the approved Program Description as required by Rule 65E-14.021(8) (d), Florida Administrative Code. The Provider shall submit a written request for approval to the ME prior to effectuating any changes.

**b. Equipment**

The Provider shall furnish all appropriate equipment necessary for the effective delivery of the services purchased. In the event the Provider is authorized to purchase any non-expendable property with funds under this Contract, the Provider will ensure compliance with DCF Operating procedures as outlined in CFOP 40-5, CFOP 80-2, and Rule 65E-14, Florida Administrative Code, which are incorporated herein by reference and may be obtained from the ME. The Provider shall submit an inventory report, as specified in the Provider Inventory List, incorporated herein by reference, and by the date(s) listed in **Exhibit C**. The Provider Inventory List form may be requested from ME.

**4. Deliverables**

**a. Services**

The Provider shall deliver the services specified in and described in the Program Description submitted by the Provider and as set forth in **Exhibit G**.

**b. Reports and Data Submission**

Where this Contract requires the delivery of reports to the ME, mere receipt by the ME shall not be construed to mean or imply acceptance of those reports. The ME reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the Contract and declare this agreement to be in default.

- (1) The Provider shall submit treatment data, as set out in subsection 394.74(3) (e), Florida Statutes and Rule 65E-14.022, Florida Administrative Code, and DCF PAM 155-2.
- (2) In addition to the modifiers to procedure codes currently required to be utilized as per DCF PAM 155-2, Appendix 2, the Provider is directed to utilize the following modifiers required for services funded by the following sources, where applicable:

<u>Panel Approved Code</u>	<u>Short Description</u>
10	27CHV-Children IV
11	27HIV-IV Drug Usage
12	27WOM-Services to Women
15	CFBAS-Community Forensic Beds
18	GX018-PATH

- (3) In addition to utilizing the modifiers to procedure codes for block grant funds identified in **Section B. 4. b. (2)**, the Provider shall submit information regarding the amount and number of services paid for by the Community Mental Health Services Block Grant and/or the Substance Abuse Prevention and Treatment Block Grant upon request by the ME.
- (4) Data shall be submitted electronically to the ME by the 5<sup>th</sup> of each month following the month of service into the Portal, PBPS maintained by KIT Solutions or other data reporting system designated by the ME. Notwithstanding, if the Provider is funded to provide substance abuse prevention services, the Provider shall submit prevention services data to PBPS, or other data reporting system, electronically by the 5<sup>th</sup> of each month following the month of service. The Provider shall also:
  - (a) Ensure the data submitted clearly documents all client admissions and discharges which occurred under this contract and substance abuse prevention services data entered into PBPS, or other data reporting system designated by the ME, clearly documents all program participants, programs and strategies which occurred under this contract, if applicable;
  - (b) Ensure all data submitted to the Portal, or other data reporting system designated by the ME is consistent with the data maintained in the Provider's clients' files and substance abuse prevention services data entered into PBPS, or other data reporting system designated by the ME, is consistent with the data maintained in the Provider files, if applicable;
  - (c) Review the ME's File Upload History screen in The Portal to determine the number of records accepted, updated and rejected. Based on this review, the Provider shall

download any associated error files to determine which client records were rejected and to make sure that the rejected records are corrected and resubmitted in The Portal on or before the 5<sup>th</sup> of the month.

**(d)** Resubmit corrected records no later than the next monthly submission deadline. The failure to submit any data set or the network provider's total monthly submission per data set, which results in a rejection rate of 5% or higher of the number of monthly records submitted will require the Provider to submit a corrective action plan describing how and when the missing data will be submitted or how and when the rejected records will be corrected and resubmitted; and

**(e)** In accordance with the provisions of section 402.73(1), Florida Statutes, and Rule 65-29.001, Florida Administrative Code, corrective action plans may be required for non-compliance, nonperformance, or unacceptable performance under this Contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans. Failure to implement corrective action plans to the satisfaction of the ME and after receiving due notice, shall be grounds for Contract termination.

- (5)** A facility designated as a public receiving or treatment facility under this Contract shall report the following Payor Class data to the ME, unless such data are currently being submitted into the Portal. Public receiving or treatment facilities that do not submit data into the Portal, or other data reporting system designated by the ME, shall report these data annually as specified in **Exhibit C**, even if such data are currently being submitted to AHCA:
- (a)** Number of licensed beds available by payor class;
  - (b)** Number of contract days by payor class;
  - (c)** Number of persons served (unduplicated) in program by payor class and diagnoses;
  - (d)** Number of utilized bed days by payor class;
  - (e)** Average length of stay by payor class; and
  - (f)** Total revenues by payor class.
- (6)** The Provider shall obtain the format and directions for submitting Payor Class data from the ME.
- (7)** The Provider shall submit Payer Class data to the ME no later than 90 days following the end of the ME's fiscal year and by the date specified in **Exhibit C**.
- (8)** The Provider must subtract all units which are billable to Medicaid, and all units for SAMH client services paid from other sources, including Social Security, Medicare payments, and funds eligible for local matching which include patient fees from first, second, and third-party payers, from each monthly request for payment. Should an overpayment be detected upon reconciliation of payments, the Provider shall immediately refund any overpayment to the ME.

## 5. Performance Specifications

### a. Performance Measures

The Provider shall meet the performance standards and required outcomes as specified in **Exhibit D**.

The Provider agrees the Portal, PBPS, SAMHIS, and any other data reporting system designated by the ME, will be the sources for all data used to determine compliance with performance standards and outcomes in **Exhibit D**. Any conflicts will be clarified by the ME and the Provider shall adhere to the ME's determination. The Provider shall submit all service related data for clients funded in whole or in part by SAMH funds, local match, Medicaid or other funders.

In addition to the performance standards and required outcomes specified in **Exhibit D**, the Provider shall meet requirements set forth in **Section D**, "Special Provisions."



**b. Performance Evaluation Methodology**

The Provider shall collect information and submit performance data and individual client outcomes, to the ME data system in compliance with DCF PAM 155-2 requirements. The specific methodologies for each performance measure may be found at the following website: <http://dashboard.dcf.state.fl.us>

The Provider is expected to have the capability to engage in organized performance improvement activities, and to be able to participate in partnership with the ME in performance improvement projects related to system wide transformation and improvement of services for individuals and families.

If the Provider fails to meet the Contract standards, the ME, at its exclusive option, may allow a reasonable period for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the ME within the prescribed time the ME will terminate the Contract. Performance data information may be posted on DCF's web-based performance Dashboard located at: <http://dcfdashboard.dcf.state.fl.us/>.

**6. Provider Responsibilities**

**a. Provider Unique Activities**

(1) By executing this Contract, the Provider recognizes its responsibility for the tasks, activities, and deliverables described herein and warrants that it has fully informed itself of all relevant factors affecting the accomplishment of the tasks, activities and deliverables and agrees to be fully accountable for the performance thereof whether performed by the Provider or its subcontractors.

(2) The Provider shall ensure invoices submitted to the ME reconcile with the amount of funding and services specified in this contract, as well as the Provider's agency audit report and client information system and reconciled with the Portal, PBPS, or other data reporting system designated by the ME.

(3) A Provider that receives federal block grant funds from the Substance Abuse Prevention and Treatment or Community Mental Health Block Grants agrees to comply with Subparts I and II of Part B of Title XIX of the Public Health Service Act, s. 42 U.S.C. 300x-21 et seq. (as approved September 22, 2000) and the Health and Human Services (HHS) Block Grant regulations (45 CFR Part 96).

(4) A Provider that receives funding from the SAPTBG certifies compliance with all of the requirements of the Substance Abuse and Mental Health Services Administration ("SAMHSA") Charitable Choice provisions and the implementing regulations of 42 CFR54a.

(5) The Provider shall be engaged in performance improvement activities to improve its ability to recognize accurate prevalence of co-occurring disorders in its data system.

(6) As required by HIPAA (45 CFR Parts 160, 162, or 164); the following provisions shall apply :

(a) The Provider agrees to use appropriate safeguards, secure methods, and security measures to prevent use or disclosure of Protected Health Information ("PHI") other than as provided for by this Contract or applicable law. This applies to all manual and electronic data.

(b) The Provider agrees to report to the ME any use or disclosure of the information not provided for by this contract or applicable law.

(c) The Provider hereby assures the ME any PHI received by the Provider, is furnished to the Provider's subcontractors or agents in the performance of tasks required by this Contract, that those subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the Provider with respect to such information.

(d) The Provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI created or received by the Provider available for purposes of determining the Provider's compliance with these assurances.

(e) The Provider agrees that at the termination of this Contract and where not inconsistent with other provisions of this Contract concerning record retention, it will return or destroy all PHI received from DCF or ME or received by the Provider on behalf of DCF and the ME that the Provider still maintains regardless of form.

(f) A violation or breach of any of these assurances shall constitute a material breach of this Contract.

(7) The Provider shall provide performance information or reports other than those required by this Contract at the request of the ME

**(8)** The Provider shall cooperate with the ME and DCF when investigations are conducted regarding a regulatory complaint of the Provider.

**(9)** The Provider shall be responsible for the fiscal integrity of all funds under this Contract, and for demonstrating that a comprehensive audit and tracking system exists to account for funding by client, and have the ability to provide an audit trail. The Provider's financial management and accounting system must have the capability to generate financial reports on individual service recipient utilization, cost, claims, billing, and collections for the ME. The Provider must maximize all potential sources of revenue to increase services, and institute efficiencies that will consolidate infrastructure and management functions in order to maximize funding.

**(10)** The Provider shall make available to the ME all evaluations, assessments, surveys, monitoring or other reports and any corrective action plans, pertaining to outside licensure, accreditation, or other reviews conducted by funding entities or others and received from such other entities within ten (10) days of receipt by Provider. The Provider shall implement a process for tracking all corrective action plans and submit a copy of the tracking log to the ME upon request.

**(11)** The Provider shall maintain human resource policies and procedures that provide safeguards to ensure compliance with laws, rules and regulations, and integrate current or new state and federal requirements and policy initiatives into its operations upon provision by the ME of the same.

**(12)** The Provider shall make available source documentation of units billed by Provider upon request from the ME. The provider shall track all units billed to the ME by program and by Other Cost Accumulator ("OCA").

**(13)** The Provider will demonstrate efforts to initiate and support local county implementation of the Medicaid Substance Abuse Local Match Program in order to expand community service capacity through draw down of federal funding.

**(14)** The Provider shall maintain in one place for easy accessibility and review by ME all policies, procedures, tools, and plans adopted by the Provider. The Provider's policies, procedures, and plans, must conform to state and federal laws, regulations, rules, and minimally meet the expectations and requirements contained in applicable DCF and ME operating procedures.

**(15)** The Provider shall maintain a mechanism for monitoring, updating, and disseminating policies and procedures regarding compliance with current government laws, rules, practices, regulations, and the ME's policies and procedures.

**b. Coordination with other Providers/Entities**

**(1)** The Provider shall develop, maintain, and improve care coordination and integrated care systems as follows:

**(a)** Develop Initial Service Agreements

**(i)** The Provider shall fulfill their designated role in implementing and/or maintaining a system of care in support of the cooperative agreements with the judicial system and the criminal justice system which define strategies and alternatives for diverting persons from the criminal justice system and address the provision of appropriate services to persons with substance abuse, mental health and/or co- occurring disorders who are involved with the criminal justice system. These agreements address the provision of appropriate services to persons who have behavioral health problems and leave the criminal justice system.

**(ii)** The Provider agrees to fulfill their designated role in implementing and/or maintaining a system of care for Broward County in support of DCF's approved working agreement with its contracted Community Based Care (CBC) providers. The intent of

the working agreement is to establish a formal linkage of partnerships with a shared vision for improving outcomes for families involved in the child welfare system by providing integrated community support and services. The Provider will co-sign the CBC/DCF/ME agreement within thirty (30) days of receipt of said agreement.

(iii) The Provider may be required to develop and implement cooperative agreements with other external stakeholders.

**(b) Plan for Care Coordination**

(i) The Provider agrees to coordinate services with other providers and state entities rendering services to children, adults, and families as the need is identified by the ME;

(ii) When indicated by the ME, the Provider will ensure substance abuse and/or mental health services are available to clients served by the BSO's Protective Investigators to support the principle of keeping children in the home whenever possible. As specified in **Exhibit I**, entitled "Behavioral Health and Child Welfare Integrated Recovery Initiative," located on the Portal at **concordia.iossolution.com**, priority for behavioral health services shall be given to families with children determined to be "unsafe" by the BSO's child protective investigators. Such priority is limited to individuals not Medicaid eligible, or require services not included as reimbursable by Medicaid, as defined in **Exhibit A**.

The failure of other providers or entities does not relieve the Provider of accountability for tasks or services the Provider is obligated to perform pursuant to this Contract.

**c. Minimum Service Requirements**

See **Exhibit F**, entitled "Minimum Service Requirements"

**7. Managing Entity Responsibilities**

**a. Managing Entity Obligations**

(1) The ME is solely responsible for the oversight of the Provider and enforcement of all terms and conditions of this contract. Any and all inquiries and issues arising under this Contract are to be brought solely and directly to the ME for consideration and resolution between the Provider and the ME. In any event, the ME's decision on ME's decision is final on all issues and subject to the ME's appeal process and legal rights of the Provider.

(2) The ME is responsible for the administration, management, and oversight of subcontracts; and the provision of behavioral health services in Broward County through its subcontracted providers. This also includes statewide beds as specified in the Prime Contract, and in this Contract.

(3) The ME will approve standardized tools and assessments, which must be used to determine placement and level of care for all clients.

(4) The ME shall implement an administrative cost reduction, which is incorporated herein by reference. This Plan is designed to achieve administrative and service provision cost savings and efficiencies through, but not limited to; the streamlining of the ME's Provider Network; the reduction, elimination, and consolidation of duplicative Subcontractor and ME administrative structures; coordinated procurements with parallel state, local, and private entities; and other reductions to service delivery overhead costs.

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

**b. Monitoring Requirements**

(1) The ME will monitor the Provider in accordance with this Contract and the ME's Contract Accountability Policy and procedures which may be obtained from the ME, and is incorporated herein by reference. The Provider shall comply with any coordination or documentation required by the ME to

successfully evaluate the programs, and shall provide complete access to all budget and financial information related to services provided under this Contract, regardless of the source of funds.

(2) At the sole discretion of the ME, if there is a threat to health, life, safety or well-being of clients, the ME may require immediate corrective action or take such other action as the ME deems appropriate. Failure to implement corrective action plans to the satisfaction of the ME and after receiving due notice, shall be grounds for Contract termination in whole or in part.

**c. Training and Technical Assistance**

(1) The ME will provide technical assistance and support to the Provider to ensure the continued integration of services and support for clients, to include but not limited to, quality improvement activities to implement EBP treatment protocols, the application of process improvement methods to improve the coordination of access and services that are culturally and linguistically appropriate.

(2) The ME will provide technical assistance and support to the Provider for the maintenance and reporting of data on the performance standards that are specified in **Exhibit D**. In addition, the ME may convene cross-organizational training and assistance to help non-accredited providers become accredited.

(3) The ME may implement a training program for its staff and the Provider staff. The trainings assure that staff receives externally mandated and internal training. The ME may coordinate training or directly provide training to Provider staff.

**d. Review Compliance with Utilization Management Criteria**

(1) As part of the quality improvement program, the ME will provide or coordinate reviews of service compliance with criteria and practice guidelines, such as retrospective reviews to ensure the level of placement of clients is appropriate. The ME will take corrective action to resolve situations in which the Provider is not following the guidelines or working to help the system meet its utilization goals. Providers shall comply with requirements and protocols in **Exhibit U**, entitled "Utilization Management", which is located on the Portal at [concordia.iossolution.com](http://concordia.iossolution.com).

(2) The ME will participate in the collaborative development and implementation of the working agreement with the Community Based Care and substance abuse and mental health providers to ensure the integration of services and support within the community. The ME will support the development and implementation of the working agreement by providing an example of a policy working agreement, system of care information, data reporting requirements and technical assistance.

(3) The ME has the right to review the Provider's policies, procedures, and plans. Once reviewed by the ME, the policies and procedures may be amended provided that they conform to state and federal laws, rules and regulations. Substantive amendments to submitted policies, procedures and plans shall be provided to the ME.

(4) The ME may request supporting documentation and review source documentation of units billed to the ME.

**e. Juvenile Incompetent to Proceed Program**

The ME will manage the Juvenile Incompetent to Proceed ("JITP") Program pursuant to section 985.19, Florida Statutes and DCF's operating procedure. In addition, the ME will ensure all youth involved with the JITP program are linked with the appropriate mental health services and reduce the time to access treatment services.

**f. Residential Level 1 Services**

The ME will ensure Residential Level 1 is available to youth in the community. The ME will establish a comprehensive assessment process to determine when youth are most appropriately served within residential facilities or in their home. The ME will establish a system of intensive in-home services for the most severely disturbed youth and families as an alternative to residential facilities.

**C. Method of Payment**

**Exhibit B**, entitled "Method of Payment"

**Exhibit E**, entitled "Invoice", which is located on the Portal at [concordia.iossolution.com](http://concordia.iossolution.com).

**Exhibit G**, entitled "State Funding by Program and Activity"

**Exhibit H**, entitled "Funding Detail and Local Match"

**D. Special Provisions**

1. The Provider shall not charge the ME an administrative cost in excess of **9.99%** of the total Contract amount for Fiscal Year 2013-2014. The reduction in charged administrative costs shall be reallocated towards increasing direct services, improving access to quality care, promoting of service continuity, and implementing or expanding the use of evidence-based practices. The Provider's Projected Cost Center Operating and Capital Budget shall evidence the reduction and redistribution of the costs.

**2. Incident Reports**

(a) The Provider shall submit incident reports that meet eligibility criteria to the ME and enter into the Incident Reporting and Analysis System (IRAS) pursuant to the ME's Incident Reporting Policy available on The Portal, within 24 hours of receiving notification of a reportable incident. The Provider and any subcontractor must comply with and inform its employees of the mandatory reporting requirements. A reportable incident is defined in DCF operating procedures CFOP 180-4 (CFOP 180-4) Mandatory Reporting Requirements to The Office of The Inspector General, which can be obtained from the ME.

Certain incidents may warrant additional follow-up by the ME which may include on-site investigations or requests for additional information or documentation. When additional information or documentation is requested, the Provider shall submit the information requested by the ME as required above.

It is the responsibility of the Provider to maintain a log listing all incidents reported by the Provider, with the following information: client's initials, incident report tracking number from IRAS (if applicable), incident report category, date and time of incident, and follow-up action taken.

(b) All Providers (inpatient and outpatient) will report seclusion and restraint events in SAMHIS and in accordance with Rule 65E-5.180(7) (g), Florida Administrative Code.

3. Mental Health Providers shall participate in DCF's aftercare referral process for formerly incarcerated individuals with severe and persistent mental illness or serious mental illness who are released to the community or who are determined to be in need of long-term hospitalization. Participation shall be as specified in DCF operating procedure, CFOP 155-47, Processing Referrals from the Department Of Corrections ("DOC") which can be obtained at: <http://www.dcf.state.fl.us/admin/publications/policies.shtml>, and is incorporated herein by reference.

**4. Crisis Stabilization Unit Monthly Census ("CSU")**

The Provider contracted to provide Crisis Stabilization services shall submit a monthly CSU Census report by the date(s) and to the individual(s) identified in **Exhibit C**. The Provider must utilize the approved ME CSU Monthly Census report format, which is available upon request from the ME.

5. The Provider shall comply with the provisions of **Exhibit I**.

**6. Involuntary Outpatient Placements**

If referred, the Provider shall deliver services to persons who have been court ordered into involuntary outpatient placement in accordance with section 394.4655, Florida Statutes

7. **Children's Mental Health Services, including services for Severely Emotionally Disturbed Children, Emotionally Disturbed Children and their Families, if services to such consumers are offered.**

The key strategic objectives and strategies that support DCF's mission and direct the provision of services to Florida's residents are detailed in the Substance Abuse and Mental Health Services Plan 2014-2016, or the latest revision thereof, which is incorporated herein by reference, and available at the following website: <http://www.dcf.state.fl.us/programs/samh/publications/2014-2016%20SAMH%20Services%20Plan.pdf>. Providers shall comply with **Exhibit R**, entitled "Children's Mental Health Services", which is located on the Portal at [concordia.iossolution.com](http://concordia.iossolution.com).

**8. Service Provision Requirements for Substance Abuse Prevention and Treatment Block Grants, if applicable.**

- (a) The Provider agrees to comply with the data submission requirements outlined in DCF PAM 155-2 and with the funding restrictions outlined in "SAMH OCA's And Funding Restrictions" which can be found at: <http://www.dcf.state.fl.us/programs/samh/contractingMore.shtml> and which are incorporated herein by reference.
- (b) In addition to the modifiers to procedure codes that are currently required to be utilized as per DCF PAM 155-2, Appendix 2, the Provider is directed to utilize the following modifiers required for Block Grant funds, where applicable:

<u>Panel Approved Code</u>	<u>Short Description</u>
10	27CHV-Children IV
11	27HIV-IV Drug Usage
12	27WOM-Services to Women

- (c) The Provider agrees to comply with applicable data submission requirements outlined in **Exhibit C**.
- (d) The Provider shall make available, either directly or by arrangement with others, tuberculosis services to include counseling, testing, and referral for evaluation and treatment.
- (e) The Provider shall use SPTBG funds provided under this Contract to support both substance abuse treatment services and appropriate co-occurring disorder treatment services for individuals with a co-occurring mental disorder only if the funds allocated are used to support substance abuse prevention and treatment services and are tracked to the specific substance abuse activity as listed in **Exhibit G**.
- (f) The Provider is required to participate in the peer-based fidelity assessment process to assess the quality, appropriateness, and efficacy of treatment services provided to individuals under this Contract pursuant to 45 CFR 96.136.

9. The Provider agrees to maximize the use of state residents, state products, and other Florida- based businesses in fulfilling their contractual duties under this Contract.

**10. Option for Increased Services**

The Provider acknowledges and agrees the Contract may be amended to include additional, negotiated services as deemed necessary by the ME. Additional services can only be increased when the Provider demonstrates competence in the provision of contractual services and meets the criteria established by the ME. The ME shall determine in its sole discretion at what time and to which Provider and in what amount is to be given to Providers for additional services.

**11. Sliding Fee Scale**

The ME requires the Provider to comply with the provisions of Rule 65E-14.018, Florida Administrative Code. A copy of the Provider's sliding fee scale that reflects the uniform schedule of discounts referenced in Rule 65E-14.018(4), Florida Administrative Code shall be furnished to the ME within thirty (30) days of Contract execution.

**12. Transportation Disadvantaged**

The Provider agrees to comply with the provisions of chapter 427, Florida Statutes, Part I, Transportation Services, and Chapter 41-2, Florida Administrative Code, Commission for the Transportation Disadvantaged, if public funds provided under this Contract will be used to transport

clients. The Provider agrees to comply with the provisions DCF operating procedure CFOP 40-5, Acquisition of Vehicles for Transporting Disadvantaged Clients if public funds provided under this Contract will be used to purchase vehicles which will be used to transport clients.

**13. Medicaid Enrollment**

- (a) Those providers with a Contract that meet Medicaid provider criteria and with funding in excess of \$500,000 annually shall enroll as a Medicaid provider within ninety (90) days of Contract execution. A waiver of the ninety (90) day requirement may be obtained through the ME.
- (b) All providers whose contracts are \$500,000 or more annually, and enrolled as a Medicaid provider shall participate and ensure its subcontracted Medicaid providers whose contracts are \$500,000 or more annually participate in ME-sponsored training, conduct required sampling, and conduct quality assurance and administrative activities necessary to recover federal matching funds on behalf of the ME, as part of the Community Based Medicaid Administrative Claiming ("CBMAC") program. The CBMAC program allows participating providers to claim reimbursement for administrative activities performed while providing eligible Federal Medicaid Title XIX services.
- (c) Participation in the CBMAC program is optional for those Substance Abuse and Mental Health providers who are enrolled as Medicaid providers with contract amounts less than \$500,000 annually, and who have the technological capability to participate electronically.

**14. National Provider Identifier ("NPI")**

- (a) All Providers shall obtain and use an NPI, a HIPAA standard unique health identifier for health care providers.
- (b) An application for an NPI may be submitted online at <https://nppes.cms.hhs.gov/NPPES/StaticForward.do?forward=static.npistart>.
- (c) Additional information can be obtained from one of the following websites:
  - (1) The Florida Medicaid HIPAA located at:  
<http://www.fdhc.state.fl.us/hipaa/index.shtml>
  - (2) The National Plan and Provider Enumeration System (NPPES) located at:  
<https://nppes.cms.hhs.gov/NPPES/Welcome.do>
  - (3) The CMS NPI located at: <http://www.cms.hhs.gov/NationalProvIdentStand/>

**15. Ethical Conduct**

The Provider hereby acknowledges it understands performance under this Contract involves the expenditure of public funds from both the state and federal governments, and that the acceptance of such funds obligates the Provider to perform its services in accordance with the very highest standards of ethical conduct. No employee, director, officer, agent of the Provider shall engage in any business, financial or legal relationships that undermine the public trust, whether the conduct is unethical, or lends itself to the appearance of ethical impropriety. Providers' directors, officers or employees shall not participate in any matter that would inure to their special private gain or loss, and shall recuse themselves accordingly. Public funds may not be used for purposes of lobbying, or for political contributions, or for any expense related to such activities, pursuant to Paragraph 20 of the Contract. The Provider understands that the ME is mandated to conduct business in the Sunshine, pursuant to section 286.011, Florida Statutes, and chapter 119, Florida Public Records Law, and that all issues relating to the business of the ME and the Provider are public record and subject to full disclosure. The Provider understands that attempting to exercise undue influence on the ME, DCF, and either of their employees to allow deviation or variance from the terms of this Contract other than a negotiated, publicly disclosed amendment, is prohibited by the State of Florida, pursuant to section 286.011, Florida Statutes. The Provider's conduct is subject to all State and federal laws governing the conduct of entities engaged in the business of providing services to government.

**16. Information Technology Resources**

If applicable, the Providers must receive written approval from the ME prior to purchasing any Information Technology Resource (ITR) with Contract funds. The Provider will not be reimbursed for

any ITR purchases made prior to obtaining the ME's written approval.

**17. Programmatic, Fiscal & Contractual Contract File References**

All of the documentation submitted by the Provider which may include, but not be limited to the Provider's original proposal, Program Description, Projected Cost Center Operating and Capital Budget, Agency Capacity Report and Personnel Detail Record, are herein incorporated by reference for programmatic, contractual and fiscal assurances of service provision as applicable. These referenced contractual documents will be part of the ME's file. The terms and conditions of this Contract shall prevail over those documents incorporated by this reference in the Contract.

**18. Employee Loans**

Funds provided by the ME to the Provider under this Contract shall not be used by the Provider to make loans to their employees, officers, directors and/or subcontractors. Violation of this provision shall be considered a breach of contract and the termination of this Contract shall be in accordance with the **Paragraph 40** of the Contract. A loan is defined as any advancement of money for which the repayment period extends beyond the next scheduled pay period.

**19. Travel**

The Provider's internal procedures will assure that: travel voucher Form DFS-AA-15, State of Florida Voucher for Reimbursement of Traveling Expenses, incorporated herein by reference, be utilized completed and maintained on file by the Provider. Original receipts for expenses incurred during officially authorized travel, items such as car rental and air transportation, parking and lodging, tolls and fares, must be maintained on file by the Provider. Section 287.058 (1) (b) Florida Statutes, requires bills for any travel expense shall be maintained in accordance with Section 112.061, Florida Statutes governing payments for traveling expenses. DCF operating procedure, CFOP 40-1, Official Travel of State Employees and Non-Employees, provides further explanation, clarification, and instruction regarding the reimbursement of traveling expenses necessarily incurred during the performance of business.

The Provider must retain on file documentation of all travel expenses to include the following data elements: name of the traveler, dates of travel, travel destination, purpose of travel, hours of departure and return, per diem or meals allowance, map mileage, incidental expenses, signature of payee and payee's supervisor.

**20. Property and Title to Vehicles**

**a. Property**

(1) Nonexpendable property is defined as tangible personal property of a non-consumable nature that has an acquisition value or cost of \$1,000 or more per unit and an expected useful life of at least one year, and hardback covered bound books that are not circulated to students or the general public, the value or cost of which is \$250 or more. Hardback books with a value or cost of \$100 or more should be classified as nonexpendable property only if they are circulated to students or to the general public. All computers, including all desktop and laptop computers, regardless of the acquisition cost or value are classified as nonexpendable property. Motor vehicles include any automobile, truck, airplane, boat or other mobile equipment used for transporting persons or cargo.

(2) When government-funded property will be assigned to a Provider for use in performance of a contract, the title for that property or vehicle shall be immediately transferred to the provider where it shall remain until this Contract is terminated or until other disposition instructions are furnished by the ME's contract manager. When property is transferred to the provider, the department shall pay for the title transfer. The Provider's responsibility starts when the fully accounted for property or vehicle is assigned to and accepted by the provider. Business arrangements made between the Provider and its subcontractors shall not permit the transfer of



title of state property to subcontractors. While such business arrangements may provide for subcontractor participation in the use and maintenance of the property under their control, the ME shall hold the provider solely responsible for the use and condition of said property. Provider inventories shall be conducted in accordance with DCF operating procedure CFOP 80-2.

(3) If any property is purchased by the Provider with funds provided by this Contract, the provider shall inventory all nonexpendable property including all computers. A copy of which shall be submitted to the ME along with the expenditure report for the period in which it was purchased. At least annually, the Provider shall submit a complete inventory of all such property to the ME whether new purchases have been made or not.

(4) The **Provider Inventory List**, provided by the ME when upon request, and incorporated herein by reference, shall include, at a minimum, the identification number; year and/or model, a description of the property, its use and condition, current location, the name of the property custodian, class code (use state standard codes for capital assets), if a group, record the number and description of the components making up the group, name, make, or manufacturer, serial number(s), if any, and if an automobile, the VIN and certificate number; acquisition date, original acquisition cost, funding source, information needed to calculate the federal and/or State share of its cost.

(5) The ME must provide disposition instructions to the Provider prior to the end of the Contract. The Provider cannot dispose of any property that reverts to the ME without the ME's approval. The Provider shall furnish a Closeout Inventory Form no later than 30 days before the completion or termination of this Contract. The Closeout Inventory Form shall include all nonexpendable property including all computers purchased by the Provider. The Closeout Inventory Form shall contain, at a minimum, the same information required by the annual inventory.

(6) The Provider hereby agrees all inventories required by this Contract shall be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value shall be agreed upon by both the Provider and the ME and shall be used in place of the original acquisition cost.

(7) Title (ownership) to and possession of all property purchased by the Provider pursuant to this Contract shall be vested in the ME upon completion or termination of this Contract. During the term of this Contract, the Provider is responsible for insuring all property purchased by or transferred to the Provider is in good working order. The Provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Provider shall be responsible for repaying to the ME the replacement cost of any property inventoried and not transferred to the ME upon completion or termination of this Contract. When property transfers from the Provider to the ME, the Provider shall be responsible for paying for the title transfer.

(8) If the Provider replaces or disposes of property purchased by the Provider pursuant to this Contract, the Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Provider's annual inventory.

(9) The Provider hereby agrees to indemnify the ME and DCF against any claim or loss arising out of the operations of any motor vehicle purchased by or transferred to the Provider pursuant to this Contract.

(10) A formal contract amendment is required prior to the purchase of any property item not specifically listed in the approved Contract budget.

**b. Title to Vehicles**

(1) Title (ownership) to, and possession of, all vehicles acquired with funds from this Contract shall be vested in the ME upon completion or termination of the Contract. The Provider will retain custody and control during the Contract period, including extensions and renewals.

(2) During the term of this Contract, title to vehicles furnished by using state or federal funds shall not be vested in the Provider. Subcontractors shall not be assigned or transferred title to these vehicles. The Provider hereby agrees to indemnify the ME and DCF against any claim or loss arising out of the operations of any motor vehicle purchased by or transferred to the Provider pursuant to this Contract.

**E. List of Exhibits**

The Provider agrees to comply with the exhibits listed below. The following Exhibits, or the latest revisions thereof, are incorporated herein by reference, and are located at the following web address: [concordia.iossolution.com](http://concordia.iossolution.com).

Exhibit Number	Exhibit Title	Applicable Services
A	Clients to be Served	All (Attached)
B	Method of Payment	All (Attached)
C	Required Reports	All
D	Substance Abuse and Mental Health Required Performance Outcomes and Outputs	All (Attached)
E	Request for Reimbursement (Invoice)	All
F	Minimum Service Requirements	All
G	State Funding by Program and Activity	All (Attached)
H	Funding Detail & Local Match Plan	All (Attached)
I	Behavioral Health and Child Welfare Integrated Recovery Initiative	AMH and ASA Treatment
K	SAMH Pre-Authorization Utilization Management Roster	Adult/Children's Residential (1 and 2); SRT; CSU; Detox
L	Assisted Living Facilities with Limited Mental Health License	Adult Case Management
M	Evidenced-Based Practices Cost Center	All
N	Special Provisions for the Indigent Drug Program	AMH; ASA as funded by Contract
O	Incidental Fund Invoice and Expenditure Log for Adult Mental Health Services	Providers with Incidental Funding

P	Information and Referrals 211	All
Q	Missing Children	All
R	Children's Mental Health Services	CMH
S	Special Provisions for the YES Team Extended Services	NA
T	Baker Act Receiving Facilities – Community Mental Health Centers	AMH and Receiving Facilities
U	Utilization Management	All (NA for Prevention; Drop In and Clubhouse))
V	Special Provisions for the Forensic Services Program	SA and MH and Residential services
W	Special Provisions for Infant Mental Health Services and Reporting Requirements	CMH as funded by Contract
X	Special Provisions for Projects for Assistance in Transition from Homelessness (PATH) Services	PATH providers
Y	Special Provisions for TANF SAMH Guidelines and TANF SAMH Incidental Expenditures for Housing Assistance	TANF funded services
Z	Cultural and Linguistic Competence	All
AB	Substance Abuse Recovery Support Services (Individual & Group)	All as funded by Contract
AC	Special Provisions for Substance Abuse Prevention Services	Prevention funded services
AD	Special Provisions for Prison Aftercare Services	AMH
XX	Continuous Quality Improvement (CQI)	All
YY	Performance Measures for CQI Programs	All
ZZ	Comprehensive Continuous Integrated System of Care (CCISC)	All

**ATTACHMENT II**

The administration of resources awarded by the Managing Entity ("ME") to the Provider may be subject to audits as described in this Attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, the ME may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by the ME, limited scope audits as defined by OMB Circular A-133, as revised, or other procedures. By entering into this Contract, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the ME. In the event the ME determines a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the ME regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the department's inspector general, the state's Chief Financial Officer or the Auditor General.

**AUDITS****PART I: FEDERAL REQUIREMENTS**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the ME. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

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

**Single Audit Information for Recipients of Recovery Act Funds:**

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards ("SEFA") and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for

Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.

(d) Recipients agree to require their sub-recipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, offices of Inspector General and the Government Accountability Office.

## **PART II: STATE REQUIREMENTS**

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

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the ME, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

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

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

## **PART III: REPORT SUBMISSION**

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

- A. ME for this Contract (1 electronic copy and management letter, if issued )

- B. Reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

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

and other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

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

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

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

Network providers, when submitting audit report packages to the ME for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the network provider must be indicated in correspondence submitted to the ME in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

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

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

Attachment III

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
CONTRACTS/SUBCONTRACTS**


This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 - 20369).

**INSTRUCTIONS**

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
7. The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certification must be kept at the provider's business location.

**CERTIFICATION**

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

  
\_\_\_\_\_  
Signature

7/29/13  
Date

Robert W. Runcie  
\_\_\_\_\_  
Name (type or print)

Superintendent of Schools  
Title

ATTACHMENT IV

**Working Agreement for SSI/SSDI Outreach, Access, and Recovery (SOAR) Initiative Community Provider Agency**

*The Community Provider Agency shall have designated SOAR trained staff who agree to do the following:*

1. Participate in the SOAR Initiative to include the submission of SOAR web-based data outlined in this Working Agreement.
2. Contact the identified Social Security Administration (SSA) liaison according to the Community Provider Agency's zip code and create an individualized application submission procedure that will be utilized for all initial SOAR applications. The procedure should include the agreed upon preferred method of communication with the SSA liaison and how the protective filing date will be established for each claim.
3. Submit claims for SOAR applicants as soon as possible but within two weeks of the notification, at the latest.
4. Complete and submit a SSA 1696 Appointment of Representative form that will list the name of the individual and the agency that will serve as the SOAR claimant's representative. This form will be submitted with the application.
5. Follow up on any additional needed non-medical information for SSA within two working days of notification of the need for information. This follow-up will either provide the documentation needed or notify SSA of the steps being taken to obtain the notification.
6. Receive notification from the SSA claims representative once the claim has cleared the non-medical process and has been sent to the Division of Disability Determinations (DDD). This notification will take place within 24 hours of sending the claim to the DDD.
7. Obtain all existing medical information and submit it to the DDD, once the application for SSI/SSDI is completed.
8. Contact the DDD office within one week of notification of the claim having gone to the DDD to determine who the disability adjudicator is and make contact by phone with that adjudicator, notifying him/her of working with a SOAR claimant, confirming the authorized representative status, and informing the examiner of the records being collected.
9. Maintain contact with the DDD adjudicator as appropriate, to check on the status of the claim and to continue to submit information.
10. Submit all existing medical information and additional evaluation information to the DDD within 30 calendar days of the submission of the application to the DDD by SSA.
11. Submit the medical summary report to the DDD within 30 calendar days as well.
12. Collect data regarding SOAR applications and submit it on an ongoing basis, via the Policy Research Associates' (PRA) web-based data entry program.

<b>Executive Director</b> <i>(Print Name)</i>	<b>Community Provider Agency</b>
<b>Signature</b>	<b>Date</b>



Attachment V


Certification Regarding Lobbying

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

  
Signature

7/29/13  
Date

Robert W. Runcie, Superintendent of Schools  
Name of Authorized Individual

343BBHC07  
Application or Contract Number

Broward County Public Schools  
Name of Organization

600 SE Third Avenue, Ft. Lauderdale, FL 33301  
Address of Organization

Exhibit A  
Clients to be served

A. General Description

The Provider shall furnish services funded by this Contract to the target population(s) checked below:

Non-Prevention		Prevention	
<input type="checkbox"/>	Adult Mental Health-Forensic Involvement	<input type="checkbox"/>	Adult Substance Abuse
<input type="checkbox"/>	Adult Mental Health-Severe & Persistent Mental Illness	<input type="checkbox"/>	Children's Substance Abuse
<input type="checkbox"/>	Adult Mental Health-Serious & Acute Episodes of Mental Illness	<input type="checkbox"/>	Substance Abuse Community Coalition
<input type="checkbox"/>	Adult Mental Health-Mental Health Problems		
<input checked="" type="checkbox"/>	Children's Mental Health-Emotional Disturbances		
<input checked="" type="checkbox"/>	Children's Mental Health-At Risk of Emotional Disturbances		
<input checked="" type="checkbox"/>	Children's Mental Health-Serious Emotional Disturbances		
<input type="checkbox"/>	Adult Substance Abuse		
<input type="checkbox"/>	Children's Substance Abuse		

B. Client/Participant Eligibility

**(1)** The Provider agrees that all persons meeting the target population descriptions in the table above are eligible for services based on the availability of resources. A detailed description of each target population is contained in s. 394.674, Florida Statutes and as described in the Department of Children and Families Pamphlet 155-2 (PAM 155-2), based on the availability of resources. Pamphlet 155-2 is available on the Department's website ([www.dcf.state.fl.us/programs/samh/pubs\\_reports.shtml](http://www.dcf.state.fl.us/programs/samh/pubs_reports.shtml)) and is incorporated herein by reference.

**(2)** This contract precludes the Network Provider from billing the ME for services provided to Medicaid eligible individuals, which are reimbursable by Medicaid.

**(3)** Priority for Behavioral Health Services shall be given to families with children that have been determined to be "unsafe" by child protective investigators. Such priority is limited to individuals that are not Medicaid eligible, or require services that are not included as reimbursable by Medicaid. Eligibility for services is found, pursuant to:

- (a)** section 394.674(a)(2), F.S., for adult mental health services for the parents, based upon the emotional crisis experienced from the potential removal of children.
- (b)** section 394.674(c)3., F.S. Substance abuse eligibility is based on parents who put children at risk due to a substance abuse disorder.

**(4)** Mental health crisis intervention and crisis stabilization facility services, and substance abuse detoxification and addiction receiving facility services, shall be provided to all persons meeting the criteria for admission, subject to the availability of beds and/or funds.

C. Client/Participant Determination

**(1)** Determination of client eligibility is the responsibility of the network provider. The network provider shall adhere to the eligibility requirements as specified in Exhibit F, Minimum Services Requirements. The ME reserves the right to review the network provider's determination of client eligibility and override the determination of the network provider. When this occurs the network provider will immediately provide services to the consumer until such time the consumer completes his/her treatment, voluntarily leaves the

program, or the ME's decision is overturned as a result of the dispute resolution.

**(2)** In the event of a dispute as to the ME's determination regarding eligibility, dispute resolution, as described in Paragraph 42. of the Standard Contract, shall be entered into. An eligibility dispute shall not preclude the provision of services to Individuals Served, unless the dispute resolution process reverses the ME's determination. The determination made by the ME is final and binding on all parties.

**(3)** The ME may delegate the Individuals Served eligibility determinations to the Network Provider, subject to the determination of the Department.

**(4)** Participant eligibility (Direct Prevention) and target population eligibility (Community Prevention) shall also be based upon the community action plan or on the relevant epidemiology data.

#### D. Contract Limits

**(1)** The network provider is not authorized to bill the ME for more units than are specified in Exhibit G, State Funding by Program and Activity, or for more units than can be purchased with the amount of funds specified in Exhibit G, State Funding by Program and Activity, subject to the availability of funds. An exception is granted at the end of the contract term, when the ME at its sole discretion may pay, subject to the availability of funds, the network provider for "Uncompensated Units Reimbursement Funds", in whole or in part, or not at all, for Exemplary Performance by the network provider. Exemplary Performance will be determined by the network provider delivering and billing for services in excess of those units of service the ME will be required to pay. The ME's obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature and the Contract between the ME and the DCF.

**(2)** The network provider agrees that funds provided in this contract will not be used to serve persons outside the target population(s) specified in the paragraph above. NOTE: Prevention funds allocated to underage drinking programs and activities targeting eighteen (18) to twenty (20) year old individuals may be taken from Adult Substance Abuse Prevention funds.

**(3)** The provision of services required under this contract are limited to eligible residents, children, and adults receiving authorized services within the counties outlined in Attachment I, Section A. 2. c. (2) and limited by the availability of funds.

**(4)** The network provider may not authorize or incur indebtedness on behalf of the ME or the Department.

## Exhibit B Method of Payment

**Invoices shall be submitted in sufficient detail for the completion of a pre-audit and post-audit.**

### I. Payment Clauses

- a. This is a fixed price (unit cost) contract. The unit prices are listed on Exhibit G, entitled "State Funding by Program and Activity". The ME shall reimburse the Provider for the delivery of service units provided in accordance with the terms and conditions of this Contract for a total dollar amount not to exceed \$139,538.00, subject to the availability of funds. Of the total Contract amount, the ME will reimburse up to \$116,282.00, for services delivered in accordance with this Contract. The remaining amount of \$23,256.00 represents Uncompensated Units Reimbursement Funds, which the ME, at its sole discretion and subject to the availability of funds, may pay to the Provider, in whole or in part, or not at all, for delivering services in excess of those units of service BBHC will be required to pay. The ME's obligation to pay under this Contract is contingent upon an annual funding of its contract with DCF. Any costs or services eligible to be paid for under any other contract or from any other source are not eligible for payment under this Contract.
- b. Aftercare, Intervention, Outpatient, and Recovery Support Services (Substance Abuse) are eligible for special group rates. Group services shall be billed on the basis of a contact hour, at 25% of the Contract's established rate for the individual services for the same cost center. Excluding Outpatient, total hourly reimbursement for group services shall not exceed the charges for fifteen (15) individuals per group. Group size limitations outlined in the current Medicaid Handbook apply to Outpatient group services funded under this Contract.
- c. Pursuant to s. 394.76(3), Florida Statutes, the Provider agrees to provide local matching funds in the amount of \$0.00 as indicated in Exhibit H, entitled "Funding Detail and Local Match". Should the Provider receive Uncompensated Units Reimbursement funds, the amount of Local Match as it appears on Exhibit H, will automatically change, utilizing the following formula:  
  

$$\text{Additional match required on the uncompensated units} = \text{uncompensated Substance Abuse Services} \times 16.67\% + \text{uncompensated Mental Health Services not exempt from local match requirements} \times 33.33\% *$$
- d. BBHC shall reduce or withhold funds pursuant to Rule 65-29.001, Florida Administrative Code, if the Provider fails to comply with the terms of this Contract and/or fails to submit client reports and/or data as required in DCF PAM 155-2, Rule 65E-14, Florida Administrative Code, and in accordance with Exhibit C.
- e. When the ME finds cause to reduce or withhold funds invoiced by the Provider, the ME will provide written explanation of the reason(s) to the Provider.
- f. If the Provider closes or suspends the provision of services funded by this Contract, it agrees to provide the ME with no less than ninety (90) calendar days notification. Failure to provide written notice of close or suspend services.
- g. The ME, subject to the availability of funds, may purchase from the Provider any service units provided at any time during the term of the Contract.

### II. Additional Release of Funds

At its sole discretion, the ME may approve the release of more than the monthly pro-rated amount when the Provider submits a written request justifying the release of additional funds.

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<sup>1</sup> \*The following MH services are exempt from local match requirement – 1) Deinstitutionalization Projects (e.g. Case Management; Intensive Case Management; Residential Services I-IV; Supported Housing/Living; Supported Employment; Short Term Residential Treatment (not exempt if funded by Baker Act funds or operated by a public receiving facility); and FACT Teams; or 2) CMH Programs (100435 Category & 102780 (PRTS) Category) that are not grant funded.

**III. Medicaid Billing**

- a. The ME is the payor of last resort. The ME and the Provider agree DCF, through its contract with the ME, is not a liable as a third party for Medicaid eligible services provided to individuals that meet the eligibility criteria for Medicaid. Authorized Provider services shall be reimbursed in the following order of precedence:
1. Any liable first, second, and/or third party payors;
  2. Medicaid, pursuant to s. 409.910, Florida Statutes, if the individual meets the eligibility criteria for Medicaid, and the service is Medicaid eligible; and
  3. DCF through the ME (only if none of the above are available or eligible for payment)
- b. The Provider shall identify and report Medicaid earnings separate from all other fees. Medicaid earnings cannot be used as local match.
- c. The Provider shall ensure Medicaid payments are accounted for using generally accepted accounting practices and in adherence to federal and State laws, rules and regulations.
- d. In no event shall both Medicaid and the ME be billed for the same service.
- e. Providers operating a residential treatment facility licensed as a crisis stabilization unit ("CSU"); detoxification facility ("Detox"); short-term residential treatment ("SRT") facility; residential treatment facility Levels 1 or 2; or therapeutic group home with greater than sixteen (16) beds is not permitted to bill or knowingly access Medicaid Fee For-Service programs for any services for individuals eligible for Medicaid while in these facilities.
- f. The Provider operating a children's residential treatment center of greater than 16 beds is not permitted to bill or knowingly access Medicaid Fee-For Service programs for any services for individuals meeting the eligibility criteria for Medicaid in these facilities except as permitted under the Medicaid State Inpatient Psychiatric Program Waiver.
- g. The Provider shall assist eligible clients in preparing and submitting a Medicaid application, including assistance with medical documentation required in the disability determination process.
- h. The Provider agrees to assist Medicaid covered eligible clients of a Medicaid capitated entity in obtaining covered mental health services it determines medically necessary. This assistance shall include assisting clients in appealing a denial of services.

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

Unless waived in Section D of this Contract, the Provider agrees payments from a health maintenance organization ("HMO"); a prepaid mental health plan; or provider services network will be considered third party payor contractual fees as defined in Rule 65E-14.001(2)(z), Florida Administrative Code. Services which are covered by the sub-capitated contracts and provided to persons covered by these contracts shall not be billed to the ME.

**V. Temporary Assistance to Needy Families ("TANF")**

- a. The Provider's attention is directed to its obligations under applicable parts of Part A or Title IV of the Social Security Act and the Provider agrees TANF funds shall be expended for TANF participants as outlined in the Temporary Assistance to Needy Families (TANF) Guidelines. TANF Guidelines can be obtained from the ME, or can be found at the following web site:  
<http://www.dcf.state.fl.us/programs/samh/contract/tanf.pdf>
- b. The Contract shall specify the unit cost rate for each cost center contracted for TANF funding, which shall be the same rate as for non-TANF funding, but the Contract shall not specify the number of TANF units or the amount of TANF funding for individual cost centers.

**VI. Invoice Requirements**

- a. The rates negotiated with the Provider may not exceed the model rate as specified in Rule 65E-14, Florida Administrative Code. An exception is granted to the Provider whose rates were assigned to ME by its contract with DCF, and subject to compliance with the terms and conditions of the Contract.
- b. The Provider is required to comply with Rule 65E-14.021, Unit Cost Method of Payment, including but not limited to: cost centers; unit measurements; descriptions; program areas; data elements; maximum unit cost rates; required fiscal reports; program description; setting unit cost rates; payment for services including allowable and unallowable units; and requests for payments.
- c. The Provider shall request monthly reimbursement for services rendered via the completion of Exhibit E, entitled "Invoice for Services" as required in this Contract within seven (7) business days of the following month for which services were rendered. The invoice template is located at [concordia.iossolution.com](http://concordia.iossolution.com).
- d. If no services are due to be invoiced from the preceding month, the Provider shall submit written document to BBHC indicating this information within seven (7) days following the end of the month. If the Provider fails to submit written documentation of no reimbursement due, within thirty (30) calendar days following the end of the month, then ME may reallocate funds. If the Provider fails to submit written documentation of no reimbursement due for two (2) consecutive months within a twelve (12) month period, ME may exercise its termination clause.
- e. The Provider's final invoice must reconcile actual service units provided during the Contract with the amount paid by ME. The Provider shall submit its fiscal year final invoice to ME within fifteen (15) days after the end of each fiscal.
- f. Pursuant to 65E-14.021(10)(b)6.b., Florida Administrative Code, the year-to-date number of units of service reported on an Invoice or any associated worksheet shall not exceed the total number of units reported and accepted in the ME data system pursuant to Rule 65E-14.022, Florida Administrative Code.
- g. Pursuant to 65E-14.021(10)(a)2., Florida Administrative Code, any costs or service units paid pursuant to another contract or another source are not eligible for payment under this Contract. The Provider must subtract all units which are billable to Medicaid, and all units for client services paid from other sources, including Social Security, Medicare payments, and funds eligible for local matching which include patient fees from first, second, and third-party payers, from each monthly invoice. Services delivered on bed-day availability, shall be reported on the "**Schedule of Bed-Day Availability**" at the end of the fiscal year and refund any overpayment.

## VII. Supporting Documentation

- a. The Provider agrees to maintain and, when required by Contract, submit to the ME, service documentation for each service billed or subtracted to the ME. The Provider shall track all units billed to the ME by program and by Other Cost Accumulator (OCA). Proper service documentation for each cost center is outlined in Rule 65E-14.021, F.A.C., and **Exhibit AB**, entitled "Cost Center Description-Substance Abuse Recovery Support Services (Individual and Group)"; **Exhibit M**, entitled "Cost Center Description-Evidence-Based Practices Cost Center"; **Exhibit Y**, entitled "TANF SAMH Guidelines and TANF SAMH Incidental Expenditures for Housing Assistance", as applicable.
- b. The Provider shall ensure all services provided are entered into the ME identified data system and PBPS for Prevention Services.

## VIII. Funding Sweeps

The Provider agrees a review of the funding utilization rate or pattern of the Provider may be conducted by the ME. Based upon such review, if it is determined the rate of utilization may result in a lapse of funds, the ME may amend the Provider's Contract to prevent the lapse of funds. Furthermore, the Provider's Contract may be amended by the ME in order to meet the changing needs of the system of care. The ME will notify the Provider in writing of the need for an amendment prior to increases or decreases to the Contract amount.

**Exhibit D**  
**SUBSTANCE ABUSE & MENTAL HEALTH REQUIRED PERFORMANCE OUTCOMES & OUTPUTS**  
**(Part I)**

School Board of Broward County
343BBHC07
July 2013
Original

**Provider Name:**  
**Contract #:**  
**Date:**  
**Revision #:**

**I. Mental Health Contracted Services**

**A. Required Performance Output Standards for Each Target Population  
 (including all clients paid for by SAMH, and Local Match)**

**Minimum  
Numbers to Be Served**

**1. Adult Mental Health**

- a. Adults with Severe and Persistent Mental Illness (SPMI) (M0016)/(MH016)
- b. Adults with Serious and Acute Episodes of Mental Illness (M05301)/(MH5301)
- c. Adults with Mental Health Problems (M05302)/(MH5302)
- d. Adults with Forensic Involvement (M0018)/(MH018)

NA
NA
NA
NA

**2. Children's Mental Health**

- a. Children with Serious Emotional Disturbances (SED) (M0031)/(MH031)
- b. Children with Emotional Disturbances (ED) (M0032)/(MH032)
- c. Children at-risk of Emotional Disturbances (M0033)/(MH033)

5
5
1,800 prevention

**B. Required Performance Outcome Standards for Each Target Population  
 (GAA/NOMS)**

**Minimum Contract  
Standard**

**1. Adult Mental Health - Adults with Severe and Persistent Mental Illness**

- a. Percent of adults with severe and persistent mental illnesses who live in stable housing environment will be at least (M0742)/MH742)
- b. Average annual number of days (post admission assessments) worked for pay for adults with severe and persistent mental illness will be at least (M0003)/(MH003)

90%
40

**2. Adult Mental Health - Adults in Mental Health Crisis, including Adults with Serious and Acute Episodes of Mental Illness and Adults with Mental Health Problems**

- a. Percent of adults in mental health crisis who live in stable housing environment will be at least (M0744)/MH744)

86%
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**3. Adult Mental Health - Adults with Serious Mental Illness (SPMI, MH Crisis, Forensic)**

- a. Percent of adults with serious mental illness who are competitively employed will be at least (M0703)/MH703)

24%
-----

**4. Adult Mental Health - Forensic Involvement**

- a. Percent of adults in forensic involvement who live in stable housing environment will be at least (M0743)/MH743)

67%
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- 5. Adult Mental Health-(All Target Populations identified in Section I. A. 1. A.-d. above) Percent of persons served by the Department of Children and Families' funds that show a reduction in clinical and co-occurring symptoms

TBD
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from admission to discharge. (GAA 1)

6. Adult Mental Health-(All Target Populations identified in Section I. A. 1. A.-d. above) Percent of persons served by the Department of Children and Families' funds that improve their ability to care for themselves and manage their activities of daily living from admission to discharge (GAA 2)

TBD

7. Adult Mental Health-(All Target Populations identified in Section I. A. 1. A.-d. above) Percent of persons served by the Department of Children and Families' funds that show improvement in their interpersonal and family relationships, family environment or behavior in their home setting, and their work or school environments from admission to discharge. (GAA 3)

TBD

8. Adult Mental Health-(All Target Populations identified in Section I. A. 1. A.-d. above) Percent of Persons served by Department of Children and Families' funds that are satisfied with the services they receive (GAA 6)

TBD

9. Adult Mental Health-(All Target Populations identified in Section I. A. 1. A.-d. above) Percent of Persons served by Department of Children and Families' funds will show a reduction in criminal/juvenile justice involvement, harmful behavior to self or others, and security management needs. (GAA 7)

TBD

**6. Children Mental Health - Seriously Emotionally Disturbed**

a. Percent of children who live in stable housing environment will be at least (M0779)/(MH779)

93%

b. Percent of children who improve their level of functioning will be at least (M0378)/(MH378)

65%

c. Percent of school days seriously emotionally disturbed children attended will be at least (M0012)/(MH404)

86%

**7. Children Mental Health - Emotionally Disturbed**

a. Percent of children who live in stable housing environment will be at least (M0778)/(MH778)

95%

b. Percent of children who improve their level of functioning will be at least (M0377)/(MH377)

64%

**8. Children Mental Health - At-Risk of Emotional Disturbance**

a. Percent of children who live in stable housing environment will be at least (M0780)/(MH780)

96%

9. Children's Mental Health-(All Target Populations identified in Section I. A. 2.

a. - c. above) Percent of persons served by the Department of Children and Families' funds that show a reduction in clinical and co-occurring symptoms from admission to discharge. (GAA 1)

TBD

10. Children's Mental Health-(All Target Populations identified in Section I. A. 2.

a. - c. above) Percent of persons served by the Department of Children and Families' funds that improve their ability to care for themselves and manage their activities of daily living from admission to discharge (GAA 2)

TBD

11. Children's Mental Health-(All Target Populations identified in Section I. A. 2.

a. - c. above) Percent of persons served by the Department of Children and Families' funds that show improvement in their interpersonal and family relationships, family environment or behavior in their home setting, and their work or school environments from admission to discharge. (GAA 3)

TBD

12. Children's Mental Health-(All Target Populations identified in Section I. A. 2.

TBD



a. – c. above) Percent of Persons served by Department of Children and Families' funds that are satisfied with the services they receive (GAA 6)

13. Children's Mental Health-(All Target Populations identified in Section I. A.  
2. a. – c. above) Percent of Persons served by Department of Children and Families' funds will show a reduction in criminal/juvenile justice involvement, harmful behavior to self or others, and security management needs. (GAA 7)

**C. Required Internal Measures**

**1. Data Submission Outcomes for Mental Health**

a. Percent of persons receiving state-contracted mental health service event records which have matching mental health initial (purpose 1) admission records in the Substance Abuse and Mental Health Information System will be at least(SAMHIS) (M0759)

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TBD

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95%

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**Exhibit D**  
**SUBSTANCE ABUSE & MENTAL HEALTH REQUIRED PERFORMANCE OUTCOMES & OUTPUTS**  
**(Part II)**

**II. Substance Abuse Contracted Services**

**A. Required Performance Output Standards for Each Target Population  
(including all clients paid for by SAMH, and Local Match)**

**Minimum  
Numbers to Be Served**

**1. Adults with Substance Abuse Problems**

a. Number of Adults Served (M0063)/(SA063)

NA

**2. Children with Substance Abuse Problems**

a. Number of Children Served (M0052)/(SA052)

NA

**3. Adult At-Risk of Substance Abuse Problems - (Non GAA)**

a. Number of adults participating in Prevention Services (M0785)/(SA785)

NA

b. Number of adults participating in Level 1 Prevention Programs (M0767)/(SA767)

NA

c. Number of adults participating in Level 2 Prevention Programs (M0768)/(SA768)

NA

d. Number of adults participating in Level 1 Prevention Programs who complete 85 percent of the program's schedule of activities (M0769)/(SA769)

NA

e. Number of adults participating in Level 2 Prevention Programs who complete 85 percent of the program's schedule of activities (M0770)/(SA770)

NA

**4. Children At-Risk of Substance Abuse Problems - (Baseline-Non GAA)**

a. Number of children participating in Prevention Services (M0762)/(SA762)

NA

b. Number of children participating in Level 1 Prevention Programs (M0761)/(SA761)

NA

c. Number of children participating in Level 2 Prevention Programs (M0695)/(SA695)

NA

d. Number of children participating in Level 1 Prevention Programs who complete 85 percent of the program's schedule of activities (M0763)/(SA763)

NA

e. Number of children participating in Level 2 Prevention Programs who complete 85 percent of the program's schedule of activities (M0764)/(SA764)

NA

**B. Required Performance Outcome Standards for Each Target Population**

**Minimum Contract  
Standard**

**1. Adults with Substance Abuse Problems**

a. Percent of adults who successfully complete substance abuse treatment services will be at least (M0755)/(SA755)

51%

b. Percent change in clients who are employed from admission to discharge will be at least (M0753)/(SA405)

10%

c. Percent of adults who live in a stable housing environment at the time of discharge will be at least (M0756)/(SA756)

94%

d. Percent change in the number of adults arrested 30 days prior to admission versus 30 days prior to discharge (M0754)/(SA754)

14.60%

e. Percent of persons served by the Department of Children and Families' funds that show a reduction in clinical and co-occurring symptoms from admission to discharge. (GAA 1)

TBD

f. Percent of persons served by the Department of Children and Families' funds that improve their ability to care for themselves and manage their activities of daily living from admission to discharge. (GAA 2)

TBD

g. Percent of persons served by the Department of Children and Families' funds that show improvement in their interpersonal and family relationships, family environment or behavior in their home setting, and their work or school environments from admission to discharge. (GAA 3)

TBD

h. Percent of Persons served by Department of Children and Families' funds that are satisfied with the services they receive (GAA 6)

TBD

i. Percent of Persons served by Department of Children and Families' funds will show a reduction in criminal/juvenile justice involvement, harmful behavior to self or others, and security management needs. (GAA 7)

TBD

**2. Adult At-Risk of Substance Abuse Problems - (Baseline-Non GAA)**

a. Percent of adults participating in Level 1 Prevention Programs who complete 85 percent of the program's schedule of activities will be at least (M0771)/(SA771)

85%

b. Percent of adults participating in Level 2 Prevention Programs who complete 85 percent of the program's schedule of activities will be at least (M0772)/(SA772)

85%

**3. Children with Substance Abuse Problems**

a. Percent of children who successfully complete substance abuse treatment services will be at least (M0725)/(SA725)

48%

b. Percent of children who live in a stable housing environment will be at least (M0752)/(SA752)

93%

c. Percent change in the number of children arrested 30 days prior to admission versus 30 days prior to discharge will be at least (M0751)/(SA751)

19.60%

d. Percent of persons served by the Department of Children and Families' funds that show a reduction in clinical and co-occurring symptoms from admission to discharge. (GAA 1)

TBD

e. Percent of persons served by the Department of Children and Families' funds that improve their ability to care for themselves and manage their activities of daily living from admission to discharge (GAA 2)

TBD

f. Percent of persons served by the Department of Children and Families' funds that show improvement in their interpersonal and family relationships, family environment or behavior in their home setting, and their work or school environments from admission to discharge. (GAA 3)

TBD

g. Percent of Persons served by Department of Children and Families' funds that are satisfied with the services they receive (GAA 6)

TBD

h. Percent of persons served by Department of Children and Families' funds will show a reduction in criminal/juvenile justice involvement, harmful behavior to self or others, and security management needs. (GAA 7)

TBD

**4. Children At-Risk of Substance Abuse Problems - (Baseline-Non GAA)**

a. Percent of children participating in Level 1 Prevention Programs who complete 85 percent of the program's schedule of activities will be at least (M0765)/(SA765)

85%

b. Percent of children participating in Level 2 Prevention Programs who complete 85 percent of the program's schedule of activities will be at least (M0766)/(SA766)

85%

**5. Data Submission for Prevention Program Tool (baseline - Non GAA)**

a. Percent of approved Prevention Descriptions completed within 30 days of contract execution.

50%

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**C. Required Internal Measures**

**1. Data Submission Outcomes for Substance Abuse**

a. Percent of persons receiving state-contracted substance abuse service event records which have matching substance abuse initial (purpose 1) admission records in the Substance Abuse and Mental Health Information System will be at least(SAMHIS) (M0758)

95%

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**Exhibit C: STATE FUNDING BY PROGRAM & ACTIVITY**  
Fiscal Year 2013-2014

Provider Name: The School Board of Broward County

Contract #: 343BBHC07

Revision #:           

Activity / Cost Center	Adult Mental Health			Children Mental Health		
	TANFS X = Yes	Unit Rate		TANFS X = Yes	Unit Rate	
1	2	3	4	5	6	7
<b>Emergency Stabilization</b>			<b>502004</b>			<b>503001</b>
03. Crisis Stabilization (No TANF) Unit: bed-day						
04. Crisis Support/Emergency Unit: staff hour						
09. Inpatient (No TANF) Unit: 24-hr day						
		Non-TANF=			Non-TANF=	
		Total Emergency Stabilization =	\$0		Total Emergency Stabilization =	\$0
		Uncompensated Units =	\$0		Uncompensated Units =	\$0
<b>Recovery &amp; Resiliency</b>			<b>502018</b>			<b>503013</b>
01. Assessment Unit: contact hour						
02. Case Management Unit: direct staff hour						
05. Day Care Unit: 4-hr day						
06. Day/Night Unit: 4-hr day						
07. Drop-In/Self Help Centers (No-TANF) Unit: facility day						
08. In-Home and On Site Unit: direct staff hour						
10. Intensive Case Management Unit: direct staff hour						
11. Intervention - Individual Unit: direct staff hour					\$67.44	
12. Medical Services (No TANF) Unit: contact hour						
14. Outpatient - Individual Unit: contact hour						
15. Outreach Unit: non-direct staff hour						
16. Prevention Unit: non-direct staff hour					\$43.20	
17. Prevention/Intervention - Day Unit: 4-hr day						
18. Residential Level I Unit: 24-hr day						
19. Residential Level II Unit: 24-hr day						
20. Residential Level III Unit: 24-hr day						
21. Residential Level IV Unit: 24-hr day						
22. Respite Services Unit: contact hour						
23. Sheltered Employment (No TANF) Unit: 4-hr day						
25. Supported Employment Unit: direct staff hour						
26. Supportive Housing/Living Unit: direct staff hour						
29. Aftercare - Individual Unit: direct staff hour						
30. Information and Referral (No TANF) Unit: staff hour						
35. Outpatient - Group Unit: contact hour						
36. Room and Board w/Supervision Level I Unit: 24-hr day						

Activity/ Cost Center	Adult Mental Health			Children's Mental Health		
	TANF'S X=Yes	Unit Rate		TANF'S X=Yes	Unit Rate	
1	2	4	6	7	9	11
			502018			503013
40. Mental Health Clubhouse Services Unit: Clubhouse staff hour						
42. Intervention - Group Unit: contact hour						
43. Aftercare - Group Unit: contact hour						
48. Clinical Supervision for Evidence-Based Practices Unit: contact hour						
		Non-TANF=			Non-TANF=	
		TANF=			TANF=	
		Total Recovery & Resiliency =	\$0		Total Recovery & Resiliency =	\$0
		Uncompensated Units =	\$0		Uncompensated Units =	\$0
<b>Recovery &amp; Resiliency - FACT Team</b>			502018			
34. FACT Teams (No TANF) Unit: staff hour						
		FACT=				
		Total FACT=	\$0			
		Uncompensated Units =	\$0.00			
<b>Recovery &amp; Resiliency - Community Forensic</b>			502018			503013
19. Residential Level II Unit: 24-hr day						
39. Short-term Residential Treatment Unit: Bed-Day						
		Non-TANF=			Non-TANF=	\$0
		TANF=	\$0		TANF=	
		Total Forensic Services =	\$0		Total Forensic Services =	\$0
		Uncompensated Units =	\$0		Uncompensated Units =	\$0
<b>Recovery &amp; Resiliency - Incidental Expenses</b>			502018			503013
28. Incidental Expenses: General Unit: each \$50 spent						
28. Incidental Expenses: Forensic Unit: each \$50 spent						
		Non-TANF=			Non-TANF=	
		TANF=			TANF=	
		Total Incidental Expenses =	\$0		Total Incidental Expenses =	\$0
		Uncompensated Units =	\$0		Uncompensated Units =	\$0
		Total Non-TANF=	\$0		Total Non-TANF=	\$0
		Total TANF=	\$0		Total TANF=	\$0
		Total Mental Health Funds =	\$0		Total Mental Health Funds =	\$0



Activity/ Cost Center	Adult Substance Abuse			Children's Substance Abuse		
	TANFS	Unit		TANFS	Unit	
	X=Yes	Rate		X=Yes	Rate	
1	2	3	4	5	6	7
35. Outpatient - Group Unit: Contact Hour	<input type="text"/>	<input type="text"/>		<input type="text"/>	<input type="text"/>	
36. Room and Board w/Supervision Level I Unit: 24hr day	<input type="text"/>	<input type="text"/>		<input type="text"/>	<input type="text"/>	
37. Room and Board w/Supervision Level II Unit: 24hr day	<input type="text"/>	<input type="text"/>		<input type="text"/>	<input type="text"/>	
38. Room and Board w/Supervision Level III Unit: 24hr day	<input type="text"/>	<input type="text"/>		<input type="text"/>	<input type="text"/>	
42. Intervention - Group Unit: Contact hour	<input type="text"/>	<input type="text"/>		<input type="text"/>	<input type="text"/>	
43. Aftercare - Group Unit: contact hour	<input type="text"/>	<input type="text"/>		<input type="text"/>	<input type="text"/>	
46. Recovery Support - Individual Unit: direct staff hour	<input type="text"/>	<input type="text"/>		<input type="text"/>	<input type="text"/>	
47. Recovery Support - Group Unit: contact hour	<input type="text"/>	<input type="text"/>		<input type="text"/>	<input type="text"/>	
48. Clinical Supervision for Evidence-Based Practices Unit: contact hour	<input type="text"/>	<input type="text"/>		<input type="text"/>	<input type="text"/>	
	Total Non-TANF= _____ Total TANF= _____ Total Treatment & Aftercare = <u>\$0</u> Uncompensated Units = \$0			Total Non-TANF= _____ Total TANF= _____ Total Treatment & Aftercare = <u>\$0</u> Uncompensated Units = \$0		
<b>Incidental Expenses</b>			<b>603007</b>			<b>602003</b>
28. Incidental Expenses Unit: each \$50 spent	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Total Non-TANF= _____ Total TANF= \$0 Total Incidental Expenses = <u>\$0</u>			Total Non-TANF= _____ Total TANF= \$0 Total Incidental Expenses = <u>\$0</u>		
	Total Non-TANF= \$0 Total TANF= \$0 Total Substance Abuse Funds = <u>\$0</u>			Total Non-TANF= \$0 Total TANF= \$0 Total Substance Abuse Funds = <u>\$0</u>		



EXHIBIT H: FUNDING DETAIL

FY 2013-14

Provider Name: School Board of Broward County

Contract #: 343BBHC07

Revision #:

MENTAL HEALTH

Budget Entity 60910506 - Adult's Mental Health	OCA	AMOUNT
<b>502004-EMERGENCY STABILIZATION</b>		
<b>G/A-ADULT COMM. MENTAL HEALTH</b>	<b>(100610)</b>	
ADAMH Trust Fund TF (027005)*	AESS1	\$ -
General Revenue (000326)*	AESS1	
TSTF (122023)*	AESS1	
General Revenue (000326)*	SMHAI	
<b>G/A-BAKER ACT SERVICES</b>	<b>(100611)</b>	
General Revenue (000326)*	AESS1	
TSTF (122023)*	AESS1	
General Revenue (000326)*	ARRS1	

Emergency Stabilization Total = \$ -  
Uncompensated Units

Budget Entity 60910506 - Children's Mental Health	OCA	AMOUNT
<b>503001-EMERGENCY STABILIZATION</b>		
<b>G/A-CHILDREN'S MENTAL HEALTH</b>	<b>(100435)</b>	
ADAMH Trust Fund TF (027005)*	CESS1	
General Revenue (000326)*	CESS1	
FGTF - Title XXI (261015)	89Q01	
General Revenue (000326)*	SMHCI	
<b>G/A-CHILDREN'S BAKER ACT</b>	<b>(104257)</b>	
General Revenue (000326)*	CESS1	
Social Services Block Grant (639022)	CESS2	

Emergency Stabilization Total = \$ -  
Uncompensated Units

<b>502018-RECOVERY &amp; RESILIENCY</b>		
<b>G/A-ADULT COMM. MENTAL HEALTH</b>	<b>(100610)</b>	
General Revenue (000326)	ARRS1	
ADAMH Trust Fund TF (027005)	ARRS1	
O&MTF (027005)	ARRS1	
Tobacco Settlement Trust Fund (122023)	ARRS1	
Federal Grant Trust Fund (261015)	ARRS1	
GR/AGAPE Fam Ministry (000326)*	AFMM10	
GR/Comm Forensic Beds-Adult Svc (000326)	CFBAS	
ADAMH Trust Fund - FACT Admin (027005)	FTA19	
General Revenue - FACT Admin (000326)	FTA19	
FGTF -FMGPMA - Medicaid Admin (261015)	FTA19	
General Revenue - FACT svcs (000326)	FIS19	
FGTF -FGGJD - Jail Diversion Pro (261015)	GJDF1	
FGTF -FGGJPT-Trans From Homelessness (261015)	GJDF18	
O&MTF (027005)	MJHS18	
General Revenue (000326)	SMHAI2	
WTTF TANF (401001)	39A18	
General Revenue (000326)	LPPM17	

Total Non-TANF \$ -  
Recovery & Resiliency Total = \$ -  
Uncompensated Units

TOTAL ADULT'S MENTAL HEALTH = \$ -

<b>503013-RECOVERY &amp; RESILIENCY</b>		
<b>G/A-CHILDREN'S MENTAL HEALTH</b>	<b>(100435)</b>	
General Revenue (000326)*	CRRS1	\$ 50,749
ADAMH Trust Fund TF (027005)*	CRRS1	\$ 43,234
TSTF (122023)	CRRS1	
Federal Grant Trust Fund (261015)	CRRS1	\$ 22,299
General Revenue -Children At Risk of ID (000326)	CAREID	
General Revenue (000326)	SMHC2	\$ -
General Revenue (000326)	SP5MA	
GR-JV Restor Incomp To Pro(000326)*	32N03	
FGTF - Title XXI (261015)	89Q13	
<b>G/A-PURCHASED RESIDENTIAL TREATMENT SERVICES</b>	<b>(102780)</b>	
GR/MCAID & Non-MCAID MOE (000326)*	9PRNM	
GR/Purch Res Treatment-Medicaid Svcs (000326)	9PRTS	

Total Non-TANF \$ 116,282  
Recovery & Resiliency Total = \$ 116,282  
Uncompensated Units

TOTAL CHILDREN'S MENTAL HEALTH = \$ 116,282

SUBSTANCE ABUSE					
Budget Entity 60910604 - Adult's Substance Abuse	OCA	AMOUNT	Budget Entity 60910604 - Children's Substance Abuse	OCA	AMOUNT
<b>603005-DETOXIFICATION</b>			<b>602001-DETOXIFICATION/ARF</b>		
<b>G/A-COMM SUBSTANCE ABUSE SVCS</b>	<b>(100618)</b>		<b>G/A-CHILD/ADOL SUBSTANCE ABUSE SVCS</b>	<b>(100420)</b>	
ADAMH Trust Fund TF (027005)***	DTXAS		ADAMH Trust Fund TF (027005)***	DTXCS	
General Revenue (000326)**	DTXAS		General Revenue (000326)**	DTXCS	
			TSTF (122023)**	DTXCS	
Detoxification Total = \$ -			Detoxification Total = \$ -		
Uncompensated Units			Uncompensated Units		
<b>603006-PREVENTION SERVICES</b>			<b>602002-PREVENTION SERVICES</b>		
<b>G/A-COMM SUBSTANCE ABUSE SVCS</b>	<b>(100618)</b>		<b>G/A-CHILD/ADOL SUBSTANCE ABUSE SVCS (100420)</b>		
General Revenue (000326)**	PRVAS		ADAMH Trust Fund TF (027005)***	PRVCS	
ADAMH Trust Fund TF (027005)***	PRVAS		General Revenue (000326)**	PRVCS	
			General Revenue (000326)**	SPJCS	
Prevention Services Total = \$ -			Prevention Services Total = \$ -		
Uncompensated Units			Uncompensated Units		
<b>603007-TREATMENT &amp; AFTERCARE</b>			<b>602003-TREATMENT &amp; AFTERCARE</b>		
<b>G/A-COMM SUBSTANCE ABUSE SVCS</b>	<b>(100618)</b>		<b>G/A-CHILD/ADOL SUBSTANCE ABUSE SVCS (100420)</b>		
General Revenue (000326)**	TRIAS		General Revenue (000326)**	TRTCS	
ADAMH Trust Fund TF (027005)***	TRIAS		ADAMH Trust Fund TF (027005)***	TRTCS	
O&M TF (516015)	TRIAS		O&MTF (516015)**	TRTCS	
ADAMH Trust Fund TF (027005)***	27HIV		TSTF (122023)**	TRTCS	
ADAMH Trust Fund TF (027005)***	27WOM		SSBG TF (639002)	TRTCS	
General Revenue (000326)	39IC0		ADAMH Trust Fund TF (027005)***	27CHV	
WTTF TANF (401001)	39IC0		WTTF TANF (401001)	39ICI	
GR-Indigent Drug Pro MOE (000326)**	DP008		General Revenue (000326)**	SPJCS	
FGTF - FL Access to Rev (261015)	FA TR6		ADAMH Trust Fund TF (027005)***	SPJCS	
FGTF - Medicaid Adm (261015)	MAC01				
FGTF - Screen Interven Treat Pro (261015)	SIB01				
General Revenue (000326)**	SPIAS				
ADAMH Trust Fund TF (027005)***	SPIAS				
Total Non-TANF \$ -			Total Non-TANF \$ -		
Treatment & Aftercare Total = \$ -			Treatment & Aftercare Total = \$ -		
Uncompensated Units			Uncompensated Units		
<b>TOTAL ADULT'S SUBSTANCE ABUSE = \$ -</b>			<b>TOTAL CHILDREN'S SUBSTANCE ABUSE = \$ -</b>		
<b>TOTAL ALL PROGRAMS = \$ 116,282</b> <b>TOTAL ALL UNCOMPENSATED UNITS = \$ 23,256</b> <b>GRAND TOTAL OF PROGRAMS &amp; UNCOMPENSATED UNITS = \$ 139,538</b>					
<b>FUNDS NOT REQUIRING MATCH:</b>			TOTAL FUNDS REQUIRING MATCH = \$ -		
Drug Abuse Services		\$ -	LOCAL MATCH REQUIRED = \$ -		
Deinstitutionalization Project			ADDITIONAL LOCAL MATCH =		
CMH Program		\$ 116,282	GRAND TOTAL LOCAL MATCH = \$ -		
MH Block Grant					
<b>TOTAL FUNDS NOT REQUIRING MATCH = \$ 116,282</b>					
*Community Mental Health Block Grant					
** Expenditure must be Substance Abuse Prevention and Treatment Block Grant eligible					
*** Substance Abuse Prevention and Treatment Block Grant - Funding Agreement - RESTRICTIONS APPLY					