

Meeting Date: October 13, 2015

Agenda Item 12

REQUESTED COMMISSION ACTION:

X Consent           Ordinance      X Resolution           Consideration           Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLA. APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND MENTAL HEALTH ASSOCIATION OF BROWARD COUNTY, INC. TO PROVIDE PROGRAMS THAT FOSTER SKILLS FOR MENTAL WELLNESS THROUGH PREVENTION AND EDUCATION AND TO PROVIDE SERVICES TO FAMILIES OF CHILDREN WITH MENTAL ILLNESSES; PROVIDING AN EFFECTIVE DATE.  
*(Total Cost: \$4,000)*

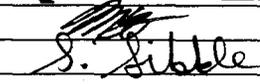
Summary of Purpose and Why:

The following Miscellaneous Appropriations Agreement with the Mental Health Association of Broward County, Inc. will be in effect during fiscal year 2016 to provide financial and programmatic accountability for expenditure of City funds. The Agreement is for a period of one (1) year and the funding level of \$4,000 was approved on September 21, 2015 with adoption of the FY 2016 budget.

Mental Health Association of Broward County, Inc. works to promote mental wellness for all persons in the community by educating the public about issues of mental health and illness; to promote prevention strategies that reduce stress and build competencies for healthy living; and to provide supports and services that help persons with mental illness to live successfully in the community. Programs include free information and referral services, court approved and community based parent training, school based mentoring, education programs for children, specific services to families with severe mental illnesses, a range of free support groups, professional training, social and outreach services to persons with mental illnesses and operation of a consumer directed drop-in center serving persons with behavioral health diagnoses. The number of Pompano residents proposed to be served is 1,700.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Budget Office
- (2) Primary staff contact: Ernesto Reyes, Assistant to the City Manager Ext. 4049
- (3) Expiration of contract, if applicable: September 30, 2016
- (4) Fiscal impact and source of funding: Funds budgeted in Account No. 001-9910-599.82-14

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Budget	<u>9-29-15</u>	<u>Approve</u>	
City Attorney	<u>10-1-15</u>	<u>Approve</u>	
Finance	<u>10-1-15</u>	<u>Approve</u>	<u>S. Sible</u>

[Signature]  
x City Manager

[Signature]  
W. W. Beach

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading _____	1st Reading _____	Results: _____	Results: _____
2nd Reading _____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND MENTAL HEALTH ASSOCIATION OF BROWARD COUNTY, INC. TO PROVIDE PROGRAMS THAT FOSTER SKILLS FOR MENTAL WELLNESS THROUGH PREVENTION AND EDUCATION AND TO PROVIDE SERVICES TO FAMILIES OF CHILDREN WITH MENTAL ILLNESSES; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a Miscellaneous Appropriations Agreement between the City of Pompano Beach and Mental Health Association of Broward County, Inc., a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Mental Health Association of Broward County, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

MISCELLANEOUS APPROPRIATIONS AGREEMENT  
BETWEEN THE  
CITY OF POMPANO BEACH  
AND

**Mental Health Association of Broward County, Inc.**

THIS AGREEMENT made and entered into in duplicate on this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter the CITY.

**Mental Health Association of Broward County, Inc.** a Florida corporation authorized to do business in the State of Florida, whose principal office is located at **7145 West Oakland Park Boulevard, Lauderhill, FL 33313** hereinafter referred to as RECIPIENT.

WITNESSETH:

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2015-16 (October 1<sup>st</sup> through September 30<sup>th</sup>), the sum of **\$4,000** to RECIPIENT, to conduct a program entitled or activity as described in *Addendum "I"* which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2015 and ending September 30, 2016; and

WHEREAS, it is in the best interest of the City of Pompano Beach to enter into a contract with the RECIPIENT for the conduct of said program or activity in accordance with the terms and conditions set forth herein; and

WHEREAS, I/We, the undersigned representative(s) of the RECIPIENT, am/are authorized to sign this Agreement binding said RECIPIENT.

NOW, THEREFORE, in CONSIDERATION of the mutual promises herein, the parties do hereby agree as follows:

- 1) RECIPIENT agrees to do as follows:
  - a) To accept the funds as appropriated in accordance with the terms of this Agreement;
  - b) If RECIPIENT intends on obtaining matching funds from another source at the time of the application for the CITY grant, to submit a matching fund commitment agreement which is attached hereto as *Exhibit "A"* and incorporated herein by reference in its entirety to the CITY; and
  - c) Prior to the award of any City funds, RECIPIENT shall provide documentation substantiating that RECIPIENT's corporation/organization falls within Section 501(c)(3) and Section 501(A) of the Internal Revenue Code; and
  - d) To abide by Chapter 119, Florida Statutes, as from time to time amended, and to comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations. Any difference between the above federal, state, county or municipal guidelines or regulations and this Agreement shall be resolved in favor of

the more restrictive guidelines; and

- e) Not to utilize allotted funds under this Agreement for any purpose other than the purpose set forth in this Agreement; and
- f) To return to the CITY within fifteen (15) days of demand all City funds paid to said RECIPIENT under the terms of this Agreement upon the finding that the terms of any agreement executed by the RECIPIENT of the provisions or any applicable ordinance or law have been violated by the RECIPIENT; and
- g) To return to the CITY all funds expended for disallowed expenditures as determined by the City of Pompano Beach; and
- h) To maintain books, records and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to the project(s), sufficiently and properly reflect all expenditures of funds provided by the City of Pompano Beach under this Agreement; and
- i) To consent to:
  - 1) Such audits of the financial affairs of the RECIPIENT by the City of Pompano Beach Internal Auditor as the CITY may require; and
  - 2) Producing all documents required by the Internal Auditor; and
  - 3) In the case of the RECIPIENT receiving Fifty Thousand Dollars (\$50,000) or more from the City of Pompano Beach, furnish the City of Pompano Beach a copy of a grant auditing report conducted in accordance with generally accepted auditing standards, Government Auditing Standards, issued by the Comptroller General of the United State and the provisions of Office of Management and Budget Circular A-133. All grant funds shall be shown via explicit disclosure in the annual financial statements and/or the accompanying notes to the financial statement. This report shall be due within 120 days of the close of the CITY'S fiscal year; and
  - 4) For grants less than \$50,000, the annual report of receipts and expenditures to be submitted shall use a budget to actual comparative basis which shows the approved budget updated for any budget changes (paragraph 5) and a compilation of quarterly progress reports (paragraph 6). The annual report of revenues and expenditures shall include a statement of expenditures made in each budget category and line item identified in the budget as well as annualized statistical information relative to the program or activity which was previously submitted in quarterly progress reports. Outstanding encumbrances should be indicated in quarterly progress reports of expenditures. Timely liquidation of encumbrances in the fourth quarter of grant activity to expedite the timely submission of the fourth quarterly report is required as there will be no carryover of residual funds remaining unspent or unencumbered by the recipient. This report shall be on a fiscal year of October 1st through September 30th, and shall be due on November 16th of

each fiscal year; and

- 5) Preserve and make available all financial records, supporting documents, statistical records and any other documents pertaining to this agreement for a period of three (3) years after termination of this Agreement; or, if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained until resolution of the audit.
- j) To operate the program or activity generally described herein and more particularly described in *Addendum "1"* to this Agreement. The RECIPIENT may not enter into subcontracts or sub-grants under the provisions of this Agreement without the City of Pompano Beach's written approval. The RECIPIENT must furnish the City of Pompano Beach a copy of all subcontracts or sub-grants prior to receiving written approval.
- 2) This Agreement shall become effective on the 1st day of October 2015, and shall terminate on the 30th day of September 2016, unless cancelled sooner with or without cause by either party by giving thirty (30) days prior written notice of such cancellation to the other party.
- 3) The City of Pompano Beach agrees to pay the RECIPIENT the sum of **\$4,000** for the program or activity. City of Pompano Beach funds will be provided upon a quarterly **reimbursement** basis for all awards above \$15,000 based upon documented invoices. Reimbursable amounts for all awards above \$15,000 will be limited to 1/4 of the total award amount per quarter. For those awards equal to or less than \$15,000, reimbursements will be based upon documented invoices for any given quarter up to the entire amount of the award. In the event that RECIPIENT does not receive matching funds described in *Exhibit "A"* or said funds are revoked during the term of the Agreement, CITY funding may be revoked and RECIPIENT shall comply with (1) (f) of this Agreement for returning all or part of awarded CITY funds.
- 4) RECIPIENT agrees to provide the City of Pompano Beach City Manager's Office with a quarterly narrative progress report on the program or activity described in *Addendum "1"*. Such reports shall include basic statistical information relative to the program or activity and a statement of expenditures made in each budget category and line item identified in the budget which is included in *Addendum "1"*. Distribution of each reimbursement payment to the RECIPIENT shall be contingent upon prior receipt of the required progress report which is due during the preceding quarter. Quarterly reports shall be due no later than the following dates:

1st Quarterly Report (October/November/December) - February 1st

2nd Quarterly Report (January/February/March) - May 1st

3rd Quarterly Report (April/May/June) - August 1st

4th Quarterly Report (July/August/September) - November 15th

However, if any of the above dates fall on a weekend, then the due date will be extended to the next business day, thereafter.

- 5) The approved budget for the RECIPIENT, included in *Addendum "1"* and any changes in the budget which would affect expenditure of funds provided under the terms of this contract, must be approved in writing by the City Manager or his/her designee prior to the expenditure of such funds; provided, that nothing herein shall authorize or allow any expenditure or obligation of funds in excess of the total sum aforesaid.
- 6) RECIPIENT agrees that any funds provided by the City of Pompano Beach for the operation of the program or activity during the period of October 1, 2015 through September 30, 2016 which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation shall be retained by the City of Pompano Beach.
- 7) THIS AGREEMENT shall apply to all funds appropriated during the fiscal year ending September 30, 2016, provided that the City of Pompano Beach's rights and the RECIPIENT'S duties hereunder shall continue after said date as provided herein;
  - a) In the event that the City of Pompano Beach fails for any reason to appropriate funds for this agreement, this AGREEMENT shall be deemed terminated and CITY shall provide RECIPIENT with thirty (30) days written notice. Upon receipt of said notice, RECIPIENT shall be responsible for any and all expenses and/or legal obligations made after receipt of written notice from the CITY.
- 8) Nothing in this AGREEMENT shall be deemed to constitute or create a joint venture, partnership, pooling arrangement or other form of business entity between the RECIPIENT and the City of Pompano Beach. RECIPIENT agrees to indemnify and hold harmless the City of Pompano Beach from an against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the RECIPIENT's expenditure of allotted funds under this AGREEMENT and the RECIPIENT's program or activity generally described herein and more particularly described in *Addendum "1"* to this Agreement.

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
Lamar Fisher, Mayor

\_\_\_\_\_

By: \_\_\_\_\_  
Dennis W. Beach, City Manager

Attest:

(SEAL)

\_\_\_\_\_  
Asceleta Hammond, CMC  
City Clerk

Approved As To Form:

\_\_\_\_\_  
Mark E. Berman, Esq.  
City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by LAMAR FISHER as Mayor of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation and who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Signature of Notary Taking Acknowledgment)

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by DENNIS W. BEACH, as City Manager of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation and who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Signature of Notary Taking Acknowledgment)

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by ASCELETA HAMMOND, as City Clerk of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation and who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Signature of Notary Taking Acknowledgment)

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

"RECIPIENT":

Witnesses:

Lois Cleary  
Sy Meyer

Mental Health Association of Broward County, Inc  
Organization

By Paul F. JAQUITH

PAUL F. JAQUITH  
Typed or Printed Name

Title: President/CEO

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14th day of August, 2015 by Paul Jaquith as CEO of Mental Health Assoc, a Florida corporation. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA



Julia L. Beck  
(Signature of Notary Taking Acknowledgment)

Julia L. Beck  
(Name of Acknowledger Typed, Printed or Stamped)

JULIA L. BECK  
MY COMMISSION # EE879397  
EXPIRES: May 23, 2017  
\_\_\_\_\_  
Commission Number



**ADDENDUM “1”**

8. Provide a brief description of how City funds would be spent and identifying the community need(s) to be addressed. This should include what exactly will be provided and to how many people (City residents).

Over 1,500 Pompano residents are expected to be served and based on the previous year experience this total will be more than met. The specific services will be Children’s Prevention Programming, I’m Thumbody and Listen to Children which is resiliency skill building services for more than 350 children from Pompano Beach. Parenting services for at least 75 families/caregivers and recovery focused services and resources for at least 100 Pompano Beach residents with behavioral health diagnoses. Public education to over 1100 Pompano Beach residents.

9. How will the recommended funding compliment the array of City services currently being provided to City residents?

This project funds services not otherwise available to Pompano Beach residents. Resiliency skills are introduced to children in local public and charter schools. Children participate actively in education and mentoring and receive materials to take home to their families/caregivers. Parent training meets the needs of the Court and Child Net for families pursuing reunification following the loss of custody. Specialized supports are offered to families whose children have behavioral health challenges. Adult services include recovery programming hosted MHA’s 9MusesArtCenter.

10. Will the recommended grant amount result in the leveraging of additional funds from the County, State, Federal or other foundations/agencies which require a local match like a contribution from the City of Pompano Beach? Yes X No

10a. If yes, what is the ratio of this other funding to the City’s recommended funding?  
Funds will contribute to local match requirements of MHA’s Broward Behavioral Health Coalition (BBHC) which specifies a 25% Local Match.

11. Does your organization receive support from the County or other cities? Yes X No

11a. If yes, please list the amount(s) and source(s).

County Funding:	
Broward County Local Match	\$ 94,824 (FY 14)
Broward County Service Funding	\$ 115,668 (FY 14 Consumer Support)
	\$ 128,720 (FY 14 Family Support)
 Total County	 \$ 339,212 (FY 14)
 City Funding:	
Tamarac (anticipated)	\$1,000
Coral Springs (anticipated)	\$1,000
Lauderhill (anticipated)	\$2,500

**ADDENDUM “1”**

12. What percentage of your organization’s budget is direct delivery of service as opposed to “overhead”? 92%

**13. PERFORMANCE MEASURES**

Please list below the various levels of service [performance measures] that your organization will be providing to residents of the City of Pompano Beach.

	<b>Most Recently Completed Year 2014</b>	<b>Current Year Estimated 2015</b>	<b>Next Year Proposed 2016</b>
Total Persons Served	10,000+	10,000+	10,000+
Number of Pompano Beach residents served	2,400+	2,400+	1,700
Children’s Prevention I’m Thumbbody and Listen to Children	1,143	541(actual)	500
Parent Training Classes, groups, individual and outreach	1,664	256 (actual)	100
Consumer Support 9Muses, support groups and peer support	1,208	410(actual)	150
Public Education Publication (Connections Guides), public education, advocacy initiatives, media	1,175+	1,175+	1,175+

ADDENDUM "1"

14. Agency Budget Information: *Please note that Total Resources Available and Total Resources Allocated should be EQUAL for each fiscal year.*

		Last Year Adopted 2015	Current Year Proposed 2016
<b>Resource Available:</b>			
City of Pompano Beach		\$4,000	\$4,000
Federal Funding		\$0	\$0
State Funding		\$284,470	\$334,470
Other Local Government Funding		\$339,212	\$355,858
Foundation Grants		\$30,000	\$30,000
User Fees		100,000	\$140,000
Other Revenue Sources		\$667,894	\$442,182
<b>Total Resources Available</b>		<b>\$1,425,576</b>	<b>\$1,306,510</b>

<b>Resource Allocated:</b>			
Salaries		\$940,312	\$839,695
Benefits		\$153,048	\$134,352
Supplies		\$10,000	\$10,000
Contractual Services		\$54,000	\$54,000
Capital Outlay [Equipment]		\$10,000	\$10,000
Other		\$258,216	\$258,463
<b>Total Resources Allocated</b>		<b>\$1,425,576</b>	<b>\$1,306,510</b>

- *Please provide line item detail for expenses over \$10,000*

## **LINE ITEM BUDGET BREAKDOWN**

PROPOSED  
BUDGET  
F.Y.E. JUNE  
30,2015-REV  
AUG. 30

COMPARATIVES

INCOME;

BBHC	334,470
County Grants	244,288
Non-Profit GRANTS	357,033
COUNTY MATCH	94,824
LOCAL GOV'T GRANTS	4,500
Fund Raising	53,126
Contributions	29,974
Program related sales	5,525
Program Fees	140,000
Membership Dues	4,350
Interest & Dividends	920
Affiliate Revenues	7,500
CEU	30,000
Total Income	<u>1,306,510</u>

EXPENSES:

PERSONNEL

Salary & wages	839,695
Taxes	80,988
Benefits	134,352
Processing	12,000
Total personnel	<u>1,067,035</u>

OTHER Expenses

BBHC & Fingerprinting	200
Independent Contractor's	54,000
Accounting Fees	7,700
Program Supplies	10,000
Telephone & Communication	10,000
Postage & Shipping	600
Equipment Rental & Maint.	10,000
Printing & Copying	5,000
Rent & Utilities	114,091
Travel & Meetings	600
Depreciation & Amortization	-
Liability Insurance	15,000
Membership Dues	1,000
Staff Development	734
CARF Certification	-
Advertising & Marketing	500
Fees paid on Investments	50
Fund Raising Expenses	500

PROPOSED  
BUDGET  
F.Y.E. JUNE  
30,2015-REV  
AUG. 30

COMPARATIVES

Bank & Credit Card Fees	500
License& Permits	1,000
Office Expenses	2,000
Client Transportation	5,500
Employee Mileage	500
Taxes	-
Total Other Expenses	<u>239,475</u>
Total Expenses	<u>1,306,510</u>
Net Operating Income	<u>-</u>

Lembo Estate

Other Income/Expenses	
Other Income	
Realized Gains/(losses)	-
Unrealized Gains/(losses)	-
Total Other Income	<u>-</u>
Other Expenses	
Payments to Affiliates	8,425
Program Admin Allocations	-
Transfer Account	-
Total Other Expenses	<u>8,425</u>
Net Other Income	<u>(8,425)</u>
Net Income	<u>(8,425)</u>

# *State of Florida*

## *Department of State*

I certify from the records of this office that MENTAL HEALTH ASSOCIATION OF BROWARD COUNTY, INC. is a corporation organized under the laws of the State of Florida, filed on May 15, 1986.

The document number of this corporation is N14936.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 9, 2015, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Ninth day of January, 2015*



*Ken Detzner*  
*Secretary of State*

Authentication ID: CC2687794773

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

**501(C)(3) LETTER**

**STATE OF FLORIDA INCORPORATION CERTIFICATE**

**Internal Revenue Service****Department of the Treasury**District  
Director

Baltimore District

31 Hopkins Plaza, Baltimore, Md. 21201

P.O. Box 13163, Room 817  
Baltimore, MD 21203

Date: April 29, 1996

Employer Identification Number:  
59-0816448MENTAL HEALTH ASSOCIATION OF  
BROWARD COUNTY, INC.  
5546 W. OAKLAND PARK BLVD  
SUITE 207  
LAUDERHILL, FL 33313Person to Contact:  
EP/EO Tax ExaminerTelephone number:  
(410) 962-6058

Dear Sir/Madam:

This is in response to your inquiry requesting a copy of the letter which granted tax exempt status to the above named organization.

Our records show that the organization was granted exemption from Federal Income Tax under section 501(c)(3) of the Internal Revenue Code effective April, 1993. We have also determined that the organization is not a private foundation because it is described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you under section 170 of the Code.

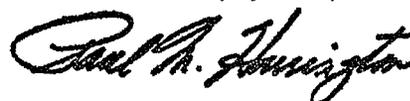
As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

You are required to file Form 990, Return of Organization Exempt From Income Tax, only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

A copy of our letter certifying the status of the organization is not available, however, this letter may be used to verify your tax-exempt status.

Because this letter could help resolve any questions about your exempt status, it should be kept in your permanent records.

Sincerely yours,

Paul M. Harrington  
District Director

## EXHIBIT A

## Broward Behavioral Health Coalition Standard Contract

THIS CONTRACT is entered into between the **Broward Behavioral Health Coalition, Inc.**, hereinafter referred to as the "BBHC" and **Mental Health Association of Broward County, Inc.**, hereinafter referred to as the "Provider". The BBHC and Provider agree as follows:

1. **Purpose.** BBHC is engaging the Provider for the purpose of delivering behavioral health services in Broward County, Florida as further described in **Attachment I** hereto. The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. These deliverables must be received and accepted by the contract manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of BBHC. Unless otherwise provided in the procurement document, if any, or governing law, BBHC reserves the right to add services incidental or complimentary to the original scope of services.
2. **Effective and Ending Dates.** This Contract shall be effective on July 1, 2015. The performance period under this Contract shall commence on the effective date of this Contract, and shall end at midnight, local time in Broward County, Florida on June 30, 2016, subject to the survival of terms provisions of Sections 33.j herein below.
3. **Payment for Services.** BBHC shall pay for contracted services according to the terms and conditions of this Contract in an amount of ~~\$401,364.00~~, and may exceed this amount subject to the availability of funds and satisfactory performance of all terms by the Provider, as more particularly set forth in Exhibit B of Attachment I. Of the total Contract amount, BBHC will be required to pay ~~\$334,470.00~~, subject to the delivery and billing for services. The remaining amount of ~~\$66,894.00~~ represents "Uncompensated Units Reimbursement Funds", which BBHC, 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 BBHC 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 formula prescribed the Method of Payment section of this Contract. BBHC's obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature and the Contract JH343 between BBHC and the Florida Department of Children and Families ("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.
4. **Contract Document.** The Provider shall provide services in accordance with the terms and conditions specified in this Contract including its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties. The definitions found in the Contract JH343 Definitions, located at <http://www.bbhcflorida.org> are incorporated into and made a part of this Contract. The State of Florida PUR 1000 Form (10/06 version, as may be amended from time to time), may be found at <http://www.bbhcflorida.org> and by reference is hereby incorporated into and made a part of this Contract. Sections 1.d., 2-4, 6, 8, 13, 20, 23, 27 and 31 of the PUR 1000 Form are not applicable to this Contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this Contract, the terms of this Contract shall take precedence over the PUR 1000 Form.
5. **Compliance with Statutes, Rules and Regulations.** In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all state and federal laws, rules and regulations relating to its performance as such laws or rules may be enacted or amended from time-to-time, including but not limited to those described in Section 35 of this Contract.
6. **Official Payee and Party Representatives.** BBHC will make payment to the Provider's official payee listed in the Provider's Application for Pre-Qualification/Program Description. The Provider's personnel responsible for financial matters, its Security and Privacy Officer, and its official responsible for the Administration of this Contract are listed in the Provider's Application for Pre-Qualification/Program Description. Upon any change of such representatives (names, telephone number, address, or email address), the Provider shall notify BBHC. Notice by either party shall be provided in writing to the other party within three (3) business days to the person and address as listed below:

	<b>For BBHC:</b>	<b>For the Provider:</b>
<b>NAME:</b>	Andrea Avecillas	Paul Jaquith
<b>TITLE:</b>	Contract Manager	Chief Executive Officer
<b>ADDRESS:</b>	1717 Southeast Fourth Avenue	7145 W. Oakland Park Boulevard
	Fort Lauderdale, FL 33316	Lauderhill, FL 33316
<b>TELEPHONE:</b>	305-514-5214	954-746-2055
<b>EMAIL:</b>	Andrea.Avecillas@concordiabh.com	<a href="mailto:paul@mhabroward.org">paul@mhabroward.org</a>
7. **Inspections and Corrective Action.** The Provider shall permit all persons who are duly authorized by BBHC to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure BBHC of the satisfactory performance of the terms and conditions of this Contract. Following such review, BBHC 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 BBHC's written report. This provision will not limit BBHC's termination rights under Section 30.
8. **Independent Contractor, Subcontracting and Assignments.**

- a. In performing its obligations under this Contract, the Provider, its officers, agents, and employees shall at all times be acting in the capacity as an independent contractor and not as an officer, employee, or agent of the BBHC or the State of Florida, except where the Provider is a state agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind BBHC or the State by virtue of this Contract, unless specifically authorized in writing to do so. The parties agree no joint employment is intended and regardless of any provision directing the manner of provision of services, the Provider and its subcontractors shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.
  - b. The Provider shall take such actions as may be necessary to ensure it and each subcontractor of the Provider will be deemed to be an independent contractor to BBHC and will not be considered or permitted to be an officer, employee, or agent of BBHC. BBHC will not furnish services or 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 BBHC in this Contract. 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.
  - c. The Provider shall not assign the responsibility for this Contract to another party without prior written approval of BBHC and upon BBHC's sole determination that such assignment will not adversely affect the public interest; 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 the Provider's duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Department shall be null and void. The Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of the BBHC. All such subcontracts shall conform to the requirements of this Contract.
  - d. BBHC shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Contract to another governmental agency of the State of Florida or to a provider of BBHC's selection, upon giving prior written notice to the Provider. In the event the State of Florida approves transfer of the Provider'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 lawful successors in interest of the Provider and the Department.
  - e. To the extent permitted by Florida Law, and in compliance with Section 8.c., the Provider is responsible for all work performed and for all services of commodities produced or provided pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Provider's relationship with any subcontractor performing any work under this Contract shall be evidenced by a written agreement with a copy provided to BBHC. The Provider further agrees BBHC shall not be liable to the subcontractor in any way or for any reason relating to this Contract.
  - f. The Provider shall include and incorporate, in all subcontracts (at any tier), the substance of all clauses contained in this Standard Contract that mention or describe subcontractor compliance.
  - g. To the extent that a subcontract provides for payment after Provider's receipt of payment from BBHC, the Provider shall make payments to such subcontractor within seven (7) working days after receipt of full or partial payments from BBHC in accordance with §287.0585, Florida Statutes, 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 (0.5%) 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 percent (15%) of the outstanding balance due.
9. Provider Indemnity. With respect to the subject of indemnification, Section 19 of PUR 1000 Form shall apply to this Contract, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this Contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this Contract," and the following additional terms will also apply:
- a. For any violation of infringement on a trademark, copyright, patent, trade secret or intellectual property right arising from this Contract, or, because it is not reasonably able to modify that product or secure BBHC the right to continue to use that product, the Provider shall indemnify BBHC, the State and their officers, agents, and employees from suits, actions, damages, and costs, including attorneys' fees, arising therefrom, or shall remove or shall replace that product with a non-infringing product BBHC determines to be of equal or better functionality or be liable for BBHC's cost in so doing.
  - b. Further, the Provider shall indemnify BBHC for all costs and attorneys' fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record, as provided for under Section 25 herein below, including litigation initiated by BBHC.

The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify BBHC after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding BBHC negligent may excuse the Provider of performance under this provision, in which case BBHC shall have no obligation to reimburse the Provider for the cost of

its defense. If the Provider is an agency or subdivision of the state, its obligation to indemnify, defend and hold BBHC harmless shall be to the extent permitted by §768.28, Florida Statutes, or other applicable law, and without waiving the limits of sovereign immunity.

10. Insurance. The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a state agency or subdivision as defined by §768.28(2), Florida Statutes, by execution of this Contract, 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 BBHC 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. BBHC reserves the right to require additional insurance as specified in this Contract.
11. Notice of Legal Actions. The Provider shall notify BBHC of any and all legal actions taken against it or claims, or potential actions related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or adversely impact BBHC. The Provider shall provide written notification to BBHC's Contract Manager within five (5) business days of Provider becoming aware of such actions or from the day of the legal filing, whichever comes first.
12. Client Risk Prevention. 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 as required pursuant to BBHC's Incident Reporting Policy (*Q1001, Incident Reporting*) which may be located at <http://www.bbhcflorida.org>. 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 (1-800-96-ABUSE). As required by Chapters 39 and 415, Florida Statutes, this provision is binding upon the Provider, its employees, agents, officers, and subcontractors.
13. Emergency Preparedness Plan. The Provider shall provide notification to BBHC in the event of an emergency and/or the activation of its Emergency Preparedness Plan submitted to BBHC in the Provider's Application for Pre-Qualification.
14. Intellectual Property. 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 BBHC, 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 BBHC shall have exclusive rights to all data processing software falling within the terms of §119.084, Florida Statutes, 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, Florida Statutes, shall apply, but BBHC 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.
  - a. If the Provider uses or delivers to BBHC 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 that, except as to those items specifically listed in the Special Provisions of Attachment I as having specific limitations, 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. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by BBHC, its employees, agents or contractors during the term of this Contract and perpetually thereafter.
  - b. 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 System of Florida, then §1004.23, Florida Statutes, shall apply, but BBHC 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.
15. Real Property. Any BBHC funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to BBHC a security interest in the property at least to the amount of the BBHC 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 BBHC funding for this purpose, the Provider agrees that, if it disposes of the property before the BBHC's interest is vacated, the Provider will refund the proportionate share of BBHC's initial investment, as adjusted by depreciation.
16. Publicity. Without limitation, the Provider and its employees, agents, and representatives will not, without prior written consent in each instance of BBHC or applicable State agency, use in advertising, publicity or any other promotional endeavor any BBHC or State of Florida mark (hereinafter referred to as the "State"); the name of the BBHC's or the State's mark; the name of BBHC or the State or any state agency or affiliate or any officer or employee of BBHC or the State; or any BBHC or State program or service; or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by BBHC or the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective customers.
17. Sponsorship. As required by §286.25, Florida Statutes, 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 (Provider's name), Broward Behavioral Health Coalition, Inc., and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families and Broward Behavioral Health Coalition, Inc." shall appear in at least the same size letters or type as the name of the organization. The Provider shall also include BBHC in all publicizing; advertising; describing; or referencing its program(s) related to this Contract.

18. Employee Gifts. The Provider agrees it will not offer to give or give any gift to any BBHC employee, agent or representative. 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 BBHC, 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 its subcontractors, if any, comply with these provisions.
19. Invoices. The Provider shall submit invoices 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 is permitted in this Contract, the Provider shall submit invoices for any travel expenses in accordance with §112.061, Florida Statutes, or at such lower rates as may be provided in this Contract.
20. Final Invoice. The final invoice for payment shall be submitted to BBHC as specified in **Exhibit C**. If the Provider fails to do so, all rights to payment are forfeited and BBHC 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 are approved by BBHC.
21. Financial Consequences. If the Provider fails to meet the minimum level of service or performance identified in this Contract, or that is customary for the industry, BBHC 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; applying liquidated damages to the extent this Contract so provides; imposition of penalties per Section 29; termination of contract per Section 30; 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 22, to the extent of such error.
22. Overpayments. The Provider shall return to BBHC any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by BBHC 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 BBHC. In the event the BBHC first discovers an overpayment has been made, the Contract Manager, on behalf of BBHC, will notify the Provider by letter of such findings. Should repayment not be made forthwith, the Provider will be charged interest at the lawful rate of interest on the outstanding balance after BBHC notification or Provider's discovery thereof. Payments made for services subsequently determined by BBHC to not be in full compliance with contract requirements shall be deemed overpayments. BBHC shall have the right to offset or deduct from any amount due under this Contract at any time any amount due to BBHC from the Provider under this or any other contract or agreement and payment otherwise due under this Contract will be deemed received regardless of such offset.
23. Payment on Invoices. Pursuant to §215.422, Florida Statutes, BBHC has five (5) working days to inspect and approve 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 BBHC, or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to §55.03, Florida Statutes, 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 0.03333%. Invoices returned to a Provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one dollar (\$1.00) will not be paid unless the Provider requests payment. Payment shall be made only upon written acceptance by BBHC and shall remain subject to subsequent audit or review to confirm contract compliance.
24. Records, Retention, Audits, Inspections and Investigations.
  - a. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by BBHC under this Contract.
  - 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 during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer as may be required by law or regulation. In the event an audit is required under 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 Provider's expense and no additional cost to BBHC.
  - c. Upon demand, at no additional cost to BBHC, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 25.b. BBHC will maintain confidentiality of any applicable record or document consistent with the requirements of the Provider, such as confidential record or documents provided to BBHC will either be maintained securely, returned or destroyed, as may be applicable, upon completion of review or such activity for which the record or document was requested.

- d. These records shall be made available at all reasonable times for inspection; review; copying; or audit by BBHC, Federal, State, or other personnel duly authorized by BBHC.
  - e. At all reasonable times for as long as records are maintained, persons duly authorized by BBHC and State and Federal auditors, pursuant to 45 CFR, §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 to BBHC 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, Florida Statutes).
  - h. No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections; reviews; copying; transfers; or audits based on any claim that any record is exempt from public inspection or is confidential; proprietary; or trade secret in nature; provided, however, this provision does not limit any exemption to public inspection or copying to any such record.
25. Public Records. The Provider shall allow public access to all documents; papers; letters; or other public records as defined in §119.011(12), Florida Statutes, as prescribed by §119.07(1), Florida Statutes,, made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must 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 BBHC may unilaterally terminate the Contract.
- a. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, Florida Statutes. Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (such as reports, deliverables or work-papers, 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 25.b.
  - b. The Provider must clearly label any portion of the documents, data, or records submitted it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret or with the appropriate exemption claimed. 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 Provider shall include information correlating the nature of the claims to the particular protected information.
  - c. BBHC, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret or otherwise exempt in accordance with Section 26.b. Accompanying the submission shall be an updated version of the justification under Section 26.b, correlated specifically to redacted information, either confirming the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portion claimed to be trade secret or exempt. If the Provider fails to promptly submit a redacted copy, BBHC 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 trade secret or exempt information are exempt from inspection and copying under Florida's Public Records Law. The Provider will indemnify BBHC, its officers, agents and employees, for any damages, claims, fees or fines imposed pertaining to the Provider's exertion of such exemption.
26. Client Information. The Provider shall not use or disclose any information concerning a recipient of services under this Contract for any purpose prohibited by state and federal laws, rules or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.
27. Data Security. The Provider shall comply with the following data security requirements:
- a. The Provider shall continually assign an appropriately skilled individual to function as its Data Security Officer. The Data Security Officer shall act as the liaison to BBHC's data 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 BBHC or DCF data system or information. The Data Security Officer will ensure user access to the data system or information has been removed from all terminated Provider employees and deactivation requests are forwarded to BBHC's data security staff upon termination of any Provider employee, volunteer, or intern with access to a BBHC or Department data system.
  - b. The Provider shall provide the latest BBHC approved security awareness training to its staff and subcontractors who have access to BBHC or DCF information.
  - c. All Provider employees who have access to BBHC or DCF information systems shall comply with, and be provided a copy of BBHC's Data Security policies (available at [www.bbhcflorida.org](http://www.bbhcflorida.org)) and DCF Operating Procedure 50-2, and shall sign the DCF **Security Agreement Form CF 0114** annually. A copy of Form CF 0114 may be obtained from the BBHC website ([www.bbhcflorida.org](http://www.bbhcflorida.org)).

- d. 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 BBHC's data security policies and DCF Operating Procedures 50-2. If encryption of these devices is not possible, then the Provider shall assure unencrypted personal and confidential BBHC and DCF data will not be stored on unencrypted storage devices. The Provider shall require the same of all subcontractors.
- e. The Provider shall provide written notification to BBHC's Data Security Officer and Director of Programs and Coordination of Care as soon as possible, but no later than five (5) working days following the determination of any breach or potential breach of personal and confidential BBHC or DCF data. The Provider shall require the same notification requirements of all subcontractors.
- f. The Provider shall at its own cost provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential BBHC or DCF data as provided in §817.5681, Florida Statutes. The Provider shall require the same notification requirements of all subcontractors. The Provider shall also at its own cost implement measures deemed appropriate by BBHC to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data.

29. Financial Penalties for Failure to Take Corrective Action.

- a. BBHC shall apply and enforce, acting in the place of DCF, in accordance with the provisions of §402.73(1), Florida Statutes, and Rule 65-29.001, Florida Administrative Code (FAC), corrective action plans required for non-compliance; non-performance; 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 BBHC determines 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.
- d. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment BBHC may deduct the amount of the penalty from invoices submitted by the Provider.

30. The Following Termination Provisions Apply to this Contract:

- a. In accordance with Section 22 of PUR 1000 Form, this Contract may be terminated by BBHC without cause upon no less than thirty (30) calendar days of notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.
- b. In the event funds for payment pursuant to this Contract become unavailable, BBHC may terminate this Contract upon no less than twenty-four (24) hours written notice to the Provider. BBHC shall be the final authority as to the availability and adequacy of funds.
- c. In the event the Provider fails to fully comply with the terms and conditions of this Contract, BBHC may terminate the Contract upon no less than twenty four (24) hours (excluding Saturday; Sunday; and holidays) notice in writing to the Provider after Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by BBHC specifying the nature of the non-compliance and the actions required to cure such non-compliance. In addition, BBHC may employ the default provisions in Rule 60A-1 .006(3), F.A.C., but is not required to do so in order to terminate the Contract. BBHC's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. BBHC'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 BBHC's right to any remedies available at law or in equity.
- d. Failure to have performed any contractual obligations under any other contract with BBHC in a manner satisfactory to BBHC 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 on a contract with BBHC; been notified by BBHC of the unsatisfactory; and failed to correct the unsatisfactory performance to the satisfaction of BBHC; or (2) had a contract terminated by BBHC for cause. Termination shall be upon no less than twenty-four (24) hours written notice to the Provider.

All notices of termination provided under this Section shall be in writing and sent by U.S. Postal Service or any other delivery service that provides verification of delivery or by hand delivery. In the event of termination under paragraphs a. or b., the Provider will be compensated for any work satisfactorily completed prior to delivery of notice of termination.

31. Transition Activities. Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall complete all actions necessary to smoothly transition service to the new provider. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Contract and shall support the requirements for transition as specified in a Transition Plan submitted to and approved by BBHC. Such activities will be without additional compensation and will include consultation on the resources needed to support transition; identification of a Transition Manager; the characteristics of transactions; and data and file transfer procedures.
32. Dispute Resolution. Any dispute concerning performance of the Contract or payment hereunder shall be decided by BBHC's Contract Manager, who shall reduce the decision to writing and provide a copy to the Provider. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Contract Manager's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution BBHC and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the **Attachment I** or other attachment, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties' rights of termination under Section 30.
33. Other Terms.
- a. Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication in writing, except for notices of termination pursuant to Section 30, communication may be effectuated by email, and attachments are deemed received when the email is received.
  - b. 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 with venue lying in Broward County, Florida. Unless otherwise provided in **Attachment I** or in any amendment hereto, any amendment, authorized extension or renewal may be executed in counterparts.
  - c. Articles which are the subject of or are required to carry out this Contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in §946.515(2) and (4), Florida Statutes. For purposes of this Contract, the Provider shall be deemed to be substituted for BBHC and DCF insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE at (800) 643-8459.
  - d. The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of §403.7065, Florida Statutes.
  - e. Where accreditation is generally accepted nationwide as a clear indicator of quality service, BBHC providers will either be accredited; have a plan to meet national accreditation standards; or will initiate a plan within a reasonable period of time if the provider delivers an applicable service.
  - f. The Provider agrees to participate in the DCF initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter the workforce and sustain gainful employment adopted by BBHC.
  - g. Transitioning Young Adults: The Provider agrees to assist any youth it serves aging out of the dependency system through participation with the local Community-Based Care Lead Agency Independent Living Program to offer/aid in identifying gainful employment.
  - h. 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.
  - i. 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.
  - j. Survival of terms. The parties agree that, unless a provision of this Contract, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this Contract concerning obligations of the Provider and remedies available to BBHC are intended to survive the "ending date" or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of this Contract are consideration for such performance.
  - k. Most Favored Party Status. The Provider represents and warrants that the prices and terms for its services under this Contract

are no less favorable to BBHC than those for similar services under any existing contract with any other party. The Provider further agrees that, within ninety (90) days of Provider entering into a contract; contract amendment; or offering to any other party services similar to those under this Contract under prices or terms more favorable than those provided in this Contract, the Provider will report such prices and terms to BBHC, which prices or terms shall be effective as an amendment to this Contract upon BBHC's written acceptance thereof. Should BBHC discover such other prices or terms, the same shall be effective as an amendment to this Contract retroactively to the earlier of the effective date of this Contract (for other contracts in effect as of that date) or the date they were first contracted or offered to the other party (for subsequent contracts, amendments, or offers) and any payment in excess of such pricing shall be deemed overpayments. Provider shall submit an affidavit no later than July 31 of each year during the term of this Contract attesting the Provider is in compliance with this provision, as required by §216.0113, Florida Statutes.

- I. The Provider will not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to BBHC or a provider of services to BBHC.
  - m. In the event of a conflict between the provisions of the documents comprising this Contract, the documents shall be interpreted in the following order of precedence:
    - i. Attachment I and other attachments, if any;
    - ii. Any documents incorporated into any attachment by reference;
    - iii. This Contract;
    - iv. Any documents incorporated into this Contract by reference.
34. 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 identified in BBHC's operating budget.
35. Additional Requirements of Law, Regulation, and Funding Source. As provided in Section 5 of this Contract, the Provider is required to comply with the following requirements, as applicable to its performance under this Contract. The Provider acknowledges it is independently responsible for investigating and complying with all state and federal laws, rules and regulations relating to its performance under this Contract and that the below is only a sample of the state and federal laws, rules and regulations that may govern its performance under this Contract.
- a. Federal Law
    - i. If this Contract contains federal funds, the Provider shall comply with the provisions of federal law and regulations including, but not limited to, 45 CFR, Part 74, 45 CFR, Part 92, and other applicable regulations.
    - ii. 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.
    - iii. If this Contract contains over \$100,000 of federal funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 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 BBHC.
    - iv. No federal funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature.
    - v. 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 the 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.
    - vi. Unauthorized aliens shall not be employed. BBHC shall consider the employment of unauthorized aliens a violation of section 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 BBHC. The Provider and its subcontractors will enroll in and use the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract located at <http://www.uscis.gov/e-verify>.
    - vii. The Provider shall comply with the National Voter Registration Act of 1993; s. 97.058, F.S., and Rule 1S-2.048, F.A.C. that requires, in part, public offices that serve individual who meet established criteria the opportunity to register to vote and/or update voter registration information. Specific reporting criteria is available on the BBHC website at [www.bbhcflorida.org](http://www.bbhcflorida.org). The Provider shall submit **Exhibit J**, entitled "Monthly Voter Registration Services Report" on a monthly basis to the BBHC Contract Manager.
    - viii. 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). In compliance with 45 CFR §164.504(e), the Provider shall comply with the provisions of **Attachment III**, entitled "HIPAA Requirements" governing the safeguarding, use, and disclosure of Protected Health Information ("PHI") created, received, and maintained and transmitted by the Provider or its subcontractors incidental to the Provider's performance of this Contract.

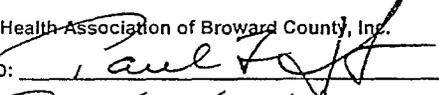
- b. Civil Rights Requirements. In accordance with Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act of 1990; or the Florida Civil Rights Act of 1992, as applicable, the Provider shall not discriminate against any employee (or applicant for employment) in the performance 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 Parts 80, 83, 84, 90, and 91; Title VII of the Civil Rights Act of 1964; or the Florida Civil Rights Act of 1992, as applicable and as contained in DCF Operating Procedure 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.
- c. Use of Funds for Lobbying Prohibited. The Provider shall comply with the provisions of §§11.062 and 216 .347, Florida Statutes, which prohibit the expenditure of Contract funds for the purpose of lobbying the Legislature, judicial branch, or a State agency.
- d. Public Entity Crime and Discriminatory Contractors. Pursuant to §§287.133 and 287.134, Florida Statutes, the following restrictions are placed on the ability of persons placed 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*; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in §287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- e. Health Insurance Portability and Accountability Act. 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). Any violation shall be reported to BBHC's Data Security Officer and Contract Manager within three (3) calendar days of identifying the violation.
- f. Whistle-blower's Act Requirements. In accordance with §112.3187(2), Florida Statutes, the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates a 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 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 Whistle-blower's Hotline number at 1-800-543-5353.
- g. Support to the Deaf or Hard-of-Hearing.
- i. The Provider and its subcontractors, where direct services are provided, shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, as implemented by 45 C.F.R. Part 84 ("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 DCF Operating Procedure ("CFOP") 60-10, Chapter 4, entitled "Auxiliary Aids and Services for Customers or Companions who are Deaf or Hard of Hearing."
  - ii. 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 customers or companions who are deaf or hard of hearing, in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single Point of Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database at <https://fs16.formsite.com/DCFuser/form3/secureindex.html>, by the 5<sup>th</sup> calendar day of the following month for which services were provided. A copy of the Report confirmation shall be submitted to the Contract Manager by the 5<sup>th</sup> calendar day of the following month for which services were rendered.
  - iii. The Provider shall contractually require 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 customers or companions who are deaf or hard of hearing in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single Point of Contact.
  - iv. The Single Point of Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and its subcontractors with fifteen (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

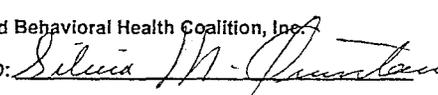
personnel file. The Provider shall direct service employees successfully complete the online training: *Serving our Customers who are Deaf or Hard of Hearing* and sign the Attestation of Understanding. Direct service employees will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

- v. The Provider's Single Point of Contact shall ensure conspicuous Notices, which provide information about the availability of appropriate auxiliary aids and services at no-cost to the customers or companions who are deaf or hard of hearing 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 Notices can be downloaded through the Internet at: <http://www.myfamilies.com/service-programs/deaf-and-hard-hearing/DCF-posters>.
  - vi. The Provider and its subcontractors shall document the client's or his/her 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 or was denied. The Provider shall distribute the Customer Feedback form to customer or companion for completion and submission to the DCF Office of Civil Rights.
  - vii. If the client or his/her companion is referred to another agency, the Provider shall ensure the receiving agency is notified of the client's or his/her companion's preferred method of communication and any auxiliary aids/service needs.
36. Rights of Third Parties. Nothing in this Contract, whether expressed or implied, is intended or should be construed to confer or grant to any persons or entities, except the provider and BBHC, and their respective permitted assignees and successors in interest, any claim, right, remedy, or privilege in connection with this Contract or any provision of it. This Contract inures to the benefit of, and is binding upon, each party's permitted assignees and successors interest.
37. Headings. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.
38. Legal Representation. It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.
39. All Terms and Conditions Included. This Contract including Attachments I – III; and Exhibits (A – Q) as listed in Attachment I, Section E., List of Exhibits, as applicable, and attached hereto; the BBHC Procedures Manual; and any materials referenced herein or in said attachments, together with any documents incorporated by reference, including but not limited to the BBHC's Contract JH343 with DCF (available upon request), 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.

BY SIGNING THIS CONTRACT, THE PARTIES AGREE THEY HAVE READ AND AGREE TO THE ENTIRE CONTRACT, AS DESCRIBED IN SECTION 36.

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.

Mental Health Association of Broward County, Inc.  
SIGNED:   
NAME: PAUL F JAQUITH  
TITLE: President / CEO  
DATE: 7/30/15  
Federal Tax ID# (or SSN) Provider: 59-0816448-004

Broward Behavioral Health Coalition, Inc.  
SIGNED:   
NAME: Silvia M. Quintana  
TITLE: Chief Executive Officer  
DATE: 7/30/15  
Provider Fiscal Year Ending Date \_\_\_\_\_

## Attachment I

### A. SERVICES TO BE PROVIDED

#### 1. Definition of Terms

The definitions of certain terms used in this Contract can be found in the Broward Behavioral Health Coalition, Inc. ("ME" or "BBHC") Definition of Terms, which is incorporated herein by reference and available on the BBHC website at [www.bbhcflorida.org](http://www.bbhcflorida.org).

#### 2. General Description

##### a. General Statement

The services provided under this Contract are community-based Substance Abuse and Mental Health ("SAMH") services for a client-centered and family-focused coordinated system of care. The Contract requires the qualified, direct service, community-based Provider to provide services for adults and/or children with behavioral health issues as authorized in §394.9082, Florida Statutes, consistent with Chapters 394, 397, 916, and §985.03, Florida Statutes (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 and which may be found on BBHC's website.

The Provider shall work in partnership with the ME to meet the needs of individuals, hereinafter referred to as clients, 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 term 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 participate in the ME's initiatives and adhere to the BBHC Operating Procedures Manual for Providers, which is located at [www.bbhcflorida.org](http://www.bbhcflorida.org) and is incorporated herein by reference, in the fulfillment its contractual obligations and to assist the ME in the fulfillment of its contractual obligations as required in the Prime Contract in the following areas:

- (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 Services

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 be delivered at the locations specified in and in accordance with the Provider's ME-approved Application for Pre-Qualification and Program Description which are incorporated herein by reference.
- (2) Services shall be delivered in Broward County, Florida.

**c. Major Program Goals**

- (1) The primary goal 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 evidence-based practices ("EBP") and 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 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) To promote and improve the behavioral health of Broward County by strategically applying substance abuse prevention programs and environmental strategies relevant to community needs through the delivery of substance abuse, mental health and prevention services.

**d. Minimum Programmatic Requirements**

The Provider shall maintain the following minimum programmatic requirements:

- (1) System of Care  
The Recovery Oriented System of Care must be consumer and family-driven and 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/linguistically responsive and responsible; and
  - (d) Be dedicated to excellence and quality results.

There is a commitment to expand clinical treatment to include the behavioral health 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**

All services delivered by the Provider shall:

- (a)** Include the client and families as full partners in the planning and delivery of services;
- (b)** Incorporate a broad array of service and support (e.g. physical, emotional, clinical, social, educational, and spiritual);
- (c)** Meet the client's individualized needs and strengths;
- (d)** Be provided in the least restrictive clinically appropriate setting;
- (e)** Be coordinated at the system and service delivery level to ensure multiple services are seamlessly provided;
- (f)** Be sensitive to cultural and linguistic needs of clients; and
- (g)** Be gender responsive

**3. Clients to be Served**

Behavioral Health services shall be provided to persons pursuant to §394.674, Florida Statutes, including those individuals who have been identified as requiring priority by state or federal law. These identified priorities include, but are not limited to, the categories in sections (a) through (j), below. Persons in categories (a) and (b) are specifically identified as persons to be given immediate priority over those in any other categories.

- a.** Pursuant to 45 C.F.R. §96.131, priority admission to pregnant women and women with dependent children by providers receiving Substance Abuse Prevention and Treatment ("SAPT") Block Grant funding;
- b.** Pursuant to 45 C.F.R. §96.126, compliance with interim services, for injection drug users, by providers receiving SAPT Block Grant funding and treating injection drug users;
- c.** Priority for services to families with children determined to require substance abuse and mental health services by child protective investigators and also meet the target populations in subsections (a) or (b), below. Such priority shall be limited to individuals not enrolled in managed care or another insurance program, or require services not paid by another payor source:
  - (1)** Parents or caregivers in need of adult mental health services pursuant to §394.674(1)(a)2, Florida Statutes, based upon the emotional crisis experienced from the potential removal of children; and
  - (2)** Parents or caregivers in need of adult substance abuse services pursuant to §394.674(1)(c)3, Florida Statutes, based on the risk to the children due to a substance use disorder.
- d.** Individuals who reside in civil and forensic state Mental Health Treatment Facilities and individuals who are at risk of being admitted into a civil or

forensic state Mental Health Treatment Facility pursuant to §394.4573, Florida Statutes, and Rules 65E-15.031 and 65E-15.071, F.A.C.;

- e. Individuals who are voluntarily admitted, involuntarily examined, or placed under Part I, Chapter 394, Florida Statutes;
- f. Individuals who are involuntarily admitted under Part V, Chapter 397, Florida Statutes;
- g. Residents of assisted living facilities as required in §§394.4574 and 429.075, Florida Statutes;
- h. Children referred for residential placement in compliance with Rule 65E-9.008(4), F.A.C.;
- i. Inmates approaching the End of Sentence pursuant to Children and Families Operating Procedure ("CFOP") 155-47; and
- j. In the event of a Presidential Major Disaster Declaration, Crisis Counseling Program ("CCP") services shall be contracted for according to the terms and conditions of any CCP grant award approved by representatives of the Federal Emergency Management Agency ("FEMA") and the Substance Abuse and Mental Health Services Administration ("SAMHSA").

**4. Determination of Individuals Served**

BBHC may delegate determinations to the Provider, subject to the provisions of paragraph (4), below;

- a. In no circumstances shall an individual's county of residence be a factor that denies access to service.
- b. The Provider shall attest on its monthly invoice submitted to BBHC, that at the time of submission, no other funding source was known for the invoiced services.
- c. The Department, in accordance with state law, is exclusively responsible for defining Individuals Served for services provided through this Contract. In the event of a dispute, the determination made by the Department is final and binding on all parties.

**B. MANNER OF SERVICE PROVISION**

1. **Service Tasks:** The following tasks must be completed during the term of 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 "Funding by Program and Activity" and the description of such services detailed in the "Application for Pre-Qualification and Program Description". No changes in the array of

services shall be made unless prior written approval is furnished by the ME.

- (2) The Provider shall serve the number of persons indicated in **Exhibit D**, entitled "Substance Abuse & Mental Health Required Performance Outcomes & Outputs" within the activities specified in **Exhibit G**.
- (3) The Provider shall ensure EBP are accessible to clients served and fidelity maintained by the Provider as described in the Provider's Quality Assurance/Improvement Plan, incorporated herein by reference. The Provider shall prepare quarterly updates of its implementation, which will be reviewed by the ME as part of its annual monitoring activities and agrees to make revisions when the ME determines there is a need.
- (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; and
    - ix. Program (AMH, ASA, CMH, CSA)
  - (b) Audit Documentation-Recipient Service/Non-Recipient Chart:
    - i. Recipient name and identification number or if non-recipient;
    - ii. Participant's name, address, and relation to recipient;
    - iii. Staff name and identification number;
    - iv. Service date;
    - v. Duration; and
    - vi. Group progress note
- (5) For licensable services, the Provider shall 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 provide immediate written notification to the ME's Contract Manager listed in Section 6 of the Standard Contract. Payment shall be suspended for services delivered by the Provider under such license(s) until said license(s) are reinstated.

- (6) 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 §394.676, Florida Statutes. Maintenance includes performing required lab tests, providing the medication, and providing appropriate physician oversight.
- (7) **Continuous Quality Improvement Programs:** The Provider shall adhere to its Continuous Quality Improvement (“CQI”) program included in the Provider’s Application for Pre-Qualification and accepted by the ME. The Provider shall ensure the implementation of the Program to objectively and systematically monitor and evaluate the appropriateness and quality of care; 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.
- (8) **Performance Measures for Continuous Quality Improvement Programs:** The Provider shall track by program, as applicable, the performance measures as specified in **Exhibit P**, entitled “**Performance Measures for CQI Programs**”.
- (9) **Trauma Informed Care (“TIC”):** The Provider’s services shall be delivered in a manner that addresses the impact of trauma on the client’s development; adjustment; and treatment. This includes comprehensive assessment tools to identify whether the client is impacted by trauma and appropriate services to successfully treat the client.
- (10) **Comprehensive Continuous Integrated System of Care (“CCISC”):** The Provider shall participate in the CCISC initiative and maintain a valid Memorandum of Understanding (“MOU”) with the ME and its partners. Any revisions to the MOU shall be submitted to the ME’s Contract Manager within five (5) calendar days of effective date. The ME will factor the Provider’s level of participation in the CCISC Initiative in making decisions related to the allocation of additional funding.
- (11) **Cultural and Linguistic Competence:** The Provider shall adhere to its Cultural and Linguistic Plan submitted in its Application for Pre-Qualification and Program Description and approved by the ME. As required in the BBHC Procedures Manual, the Provider will maintain strategies to increase cultural competence among board members; staff; and family members, when appropriate and ensure client access that address cultural and linguistic needs and preferences, including but not limited to sign language, Spanish, Creole, translation, and interpretive services.
- (12) **Institutional Review Board (“IRB”):** The ME requires the Provider comply with **CFOP 215-8, Oversight of Human Subject Research and Institutional Review Board Determination** and obtain the prior written approval of the ME 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. CFOP 215-8 is available on the ME website at [www.bbhcflorida.org](http://www.bbhcflorida.org) and incorporated herein by reference.

- (13) 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.
- (14) The Provider shall maintain a current MOU with the appropriate Federally Qualified Health Center ("FQHC") or hospital district that provides for the integration of primary care services to the medically underserved. The Provider shall submit to the ME's Contract Manager an updated MOU within five (5) calendar days of the effective date of any changes to the MOU on file with the ME.
- (15) **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") protocol BBHCOP 13-14 available in the ME's Operating Manual on the ME website at [www.bbhcflorida.org](http://www.bbhcflorida.org), and 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 29** of the Contract. Further, the Provider shall ensure the needs and preferences of clients and their families drive treatment planning and service delivery, and clients and their families (with consent) are involved in all aspects of treatment (pre, during and post); engage service clients, family members, and advocates in the design, development, and evaluation of services; provide clients with a choice of provider and services, whenever possible; and continuously assess and improve consumer satisfaction.
- (16) **Clients with special needs:** The Provider shall assess the client to identify whether specialty services apply including: employability skills training; victimization and trauma; infant mental health; elderly; family; recovery; blind, deaf, or hard of hearing; developmentally disabled; and criminally-involved/forensic. When specialty services are identified as a need and not delivered by the Provider, the Provider shall link the client to an appropriate service agency and engage the service agency in treatment planning and service delivery, as appropriate. The Provider shall provide early diagnosis and treatment intervention to enhance recovery and prevent hospitalization and partner 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. The Provider shall comply with the provisions of the ME's Procedures Manual related to "Assisted Living Facilities with a Limited Mental Health License," if services to such residents are offered and available for review on the ME website at [www.bbhcflorida.org](http://www.bbhcflorida.org) and is incorporated herein by reference.
- (17) **Develop and Disseminate Consumer Manual:** The Providers shall make available to all clients and client family members a copy of the BBHC Consumer Manual, which includes information about access procedures; recipient rights and responsibilities; and grievance and

appeal procedures. A copy of the BBHC Consumer Manual is available at [www.bbhcflorida.org](http://www.bbhcflorida.org), and is incorporated herein by reference.

- (18) **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.
- (19) **Assist Stakeholder Involvement in Planning, Evaluation, and Service Delivery:**
- (a) Provider will assist the ME in engaging local stakeholders, pursuant to §394.9082, Florida Statutes;
  - (b) Provider shall work with the ME to provide performance, utilization, and other information as may be required of the ME by DCF.
- (20) **Client Satisfaction Survey:** Pursuant to DCF Pamphlet 155-2 (“PAM 155-2”), Chapter 13, page 13-6, section V., the Provider shall conduct and submit quarterly Consumer Satisfaction Surveys of clients served. The total number of Consumer Satisfaction Surveys due from the Provider will be furnished in writing to the Provider’s Contract Manager by **July 31** each contract year. Failure to provide the required number of surveys or ME-approved Survey, **Exhibit Q**, entitled “Consumer Satisfaction Survey” may result in a corrective action and an imposed financial penalty.
- (21) **Utilization Management:** The Provider agrees to participate in all of the requirements of the ME Utilization Management Program as detailed in BBHC Procedures Manual available at [www.bbhcflorida.org](http://www.bbhcflorida.org), is incorporated herein by reference.
- (22) **Client Trust Funds (“CTF”):**
- (a) If the Provider is the representative payee for Supplemental Security Income (“SSI”); Social Security Administration (“SSA”); Veterans Administration (“VA”); 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 SSI; SSA; VA; or other federal benefits upon request from the ME.
  - (b) 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, Florida Statutes, within one (1) week of the determination.

- (23) **Complaints and Grievances:** The Provider shall adhere to its ME-approved Complaints and Grievances Policy and Procedures whereby clients may submit complaints and/or grieve concerns about contracted services delivered by the Provider through a progressive response within the Provider's organization that results in timely resolution and ultimately appeal to the ME for a final determination. The Provider shall ensure all written materials include the telephone number for the ME (1-877-698-7794) to which consumers, family members, employees, and the public may report grievances and clients and staff receive annual training topic evidenced through documentation of successful completion of training in the employee's Personnel File. Clients and client family members shall also be advised of the Provider Policy at intake for services.
- (24) The ME has the right to review the Provider's policies, procedures, and plans as they may apply to this Contract. Once reviewed by the ME, the policies and procedures, may be amended provided they conform to state and federal laws, rules and regulations. Substantive amendments to submitted policies, procedures and plans shall be provided to the ME.
- (25) The Provider shall provide an annual update to the 2-1-1 Broward Information and Referral Call Center site directly, and within seven (7) business days when program information changes. For instructions to update your agency's information, please contact 2-1-1 Broward or update online at <http://www.211-broward.org>. Updating provider program information is critical to ensure that a current and centralized information and referral point for services is available to the residents of Broward County.

**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. Furthermore, the Provider agrees to abide by the approved documents submitted in its Application for Pre-Qualification and 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 BBHC website at [www.bbhcflorida.org](http://www.bbhcflorida.org) 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.
- (3) The Provider shall adhere to applicable BBHC Credentialing Program requirements as detailed in the BBHC Credentialing Policy which can be located on the BBHC website at [www.bbhcflorida.org](http://www.bbhcflorida.org) and is incorporated herein by reference.

**b. Professional Qualifications**

The Provider shall ensure its staff successfully complete 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 §408.809, Florida Statutes, except as otherwise specified in §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 35** of the Contract, or any individuals with similar functions.

**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 documents submitted in the Provider's approved Application for Pre-Qualification and Program Description. 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 **PR006, Property Management**, which can be located at [www.bbhcflorida.org](http://www.bbhcflorida.org), and is incorporated herein by reference; DCF Operating procedures as outlined in CFOP 40-5, CFOP 80-2, and Rule 65E-14, F.A.C., as applicable, which are incorporated herein by reference and may be obtained from the ME.

**4. Deliverables**

**a. Services**

The Provider shall deliver the services specified in and described in the approved documents submitted in the Provider's Application for Pre-Qualification and 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 Contract to be in default.

(1) The Provider shall submit treatment data, as set out in §394.74(3) (e), Florida Statutes and Rule 65E-14.022, F.A.C, and 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) above**, 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 or other Prevention services utilizing **Exhibit I**, entitled "Outreach/Prevention Services Activities Log" and upon request by the ME.

(4) Data shall be submitted electronically to the ME by the 7<sup>th</sup> of each month following the month of service into; the Performance-Based Prevention System ("PBPS") maintained by KIT Solutions or other data reporting system designated by the ME (the "Portal"). 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 7<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 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 §402.73(1), Florida Statutes, and Rule 65-29.001, F.A.C., corrective action plans may be required for non-compliance, nonperformance, or unacceptable performance under this Contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans. 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**, entitled "Required Reports" 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 by the date specified in **Exhibit C**. The final submittal under this Contract shall be submitted to the ME no later than 90 days following the end of the ME's fiscal year (June 30).
- (8) The Provider must subtract all units which are billable to other sources, including Social Security, Medicare payments, managed care, 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.
- (9) Pursuant to §394.9082, F.S., providers designated by the Department to operate as a public receiving facilities under §394.875, F.S., which are operating as licensed crisis stabilization units shall report the following data daily to the ME:
  - (a) Admissions and discharges of clients who qualify as indigent under §394.4787 F.S.;
  - (b) Current census of total licensed beds;
  - (c) Number of beds purchased with department funds;
  - (d) Number of unoccupied licensed beds regardless of funding source; and,
  - (e) Number of indigent clients occupying licensed beds

**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 conflict will be resolved 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, managed care 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**, entitled "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 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 shall maintain 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 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. If the Provider receives Incidental funding from BBHC, it shall complete **Exhibit O**, entitled "Incidental Fund Invoice and Expenditure Log for Adult Mental Health Services" and submit on a monthly basis as supporting documentation for the invoice.
- (3) If the Provider 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, 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) If the Provider receives funding from the Substance Abuse Prevention and Treatment Block Grant ("SAPTBG") it shall maintain 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 CFR §54a.
- (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) The Provider shall provide additional performance information or reports other than those required by this Contract at the request of the ME as may be required by other funding or regulatory agencies.
- (7) The Provider shall cooperate with the ME, and other duly authorized representatives of the ME and federal and state representatives when investigations are conducted regarding a regulatory complaint of the Provider as it pertains to the services provided under this Contract.
- (8) The Provider shall be responsible for the fiscal integrity of all funds under this Contract, and for demonstrating 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.

- (9) 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) business 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.
- (10) 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.
- (11) 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").
- (12) 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.
- (13) 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 ME and DCF operating procedures as they may pertain to the services provided under this Contract.
- (14) 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 identified by the ME 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 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. The Provider will co-sign the CBC/DCF/ME agreement and submit to the ME Contract Manager before the close of business on **August 31**.
  - (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 and may be funded by the ME by further amendment to this Contract, if necessary;
  - (ii) When indicated by the ME, the Provider will ensure substance abuse and/or mental health services are available to clients served by the Broward Sheriff's Office's ("BSO") Protective Investigators to support the principle of keeping children in the home whenever possible. As specified in the BBHC Procedures Manual regarding the "Behavioral Health and Child Welfare

Integrated Recovery Initiative,” located on the BBHC website at [www.bbhcflorida.org](http://www.bbhcflorida.org) , 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 who are not eligible for managed care, or who require services not included as reimbursable by managed care, 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 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.

### b. **Monitoring Requirements**

- (1) The ME will monitor the Provider in accordance with this Contract and ME’s monitoring Policy and related procedures entitled “**PR001.01, Contract Accountability Reviews**”, which can be located at [www.bbhcflorida.org](http://www.bbhcflorida.org) 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 records, including 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 the BBHC Procedures Manual regarding the requirements and protocols for "Utilization Management", which is located on the ME website at [www.bbhcflorida.org](http://www.bbhcflorida.org) and is incorporated herein by reference.
- (2) 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 §985.19, Florida Statutes and DCF's operating procedures. 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:** The Provider shall be paid in accordance with the terms contained in

the following exhibits as completed by the appropriate party:

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

**Exhibit E**, entitled "Invoice", which is located on the BBHC website located at [www.bbhcflorida.org](http://www.bbhcflorida.org)

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

**Exhibit H**, entitled "Funding Detail"

**Exhibit H-1**, entitled "Local Match Plan"

**D. Special Provisions**

1. The Provider shall not charge the ME an administrative cost in excess of **9.99%** of the total Contract amount.

**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 and Procedure entitled, "**QI001, Incident Reporting**" which is located at [www.bbhcflorida.org](http://www.bbhcflorida.org) and is incorporated herein by reference. The Provider and any subcontractor must comply with and inform its employees of the mandatory reporting requirements. The Provider is advised 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 an Incident Reporting Logbook 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), F.A.C.

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 CFOP 155-47, "Processing Referrals from the Department Of Corrections" which can be located at: [www.bbhcflorida.org](http://www.bbhcflorida.org) and is incorporated herein by reference.

4. **Involuntary Outpatient Placements:** If referred, the Provider shall deliver services to persons who have been court ordered into involuntary outpatient placement in accordance with §394.4655, Florida Statutes

5. **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->

Providers shall comply with the BBHC Procedures Manual regarding "Children's Mental Health Services", which is available at [www.bbhcflorida.org](http://www.bbhcflorida.org).

**6. 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 SAPTBG 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.

7. 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.

8. **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.

9. **Sliding Fee Scale:** The ME requires the Provider to comply with the provisions of

Rule 65E-14.018, Florida Administrative Code. The Provider shall adhere to the Sliding Fee Scale submitted in its approved Application for Pre-Qualification and Program Description and submit an annual update to the ME Contract Manager.

**10. 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.

**11. Medicaid Enrollment**

(a) Those providers with a Contract that meet Medicaid MMA provider criteria and with funding in excess of \$500,000 annually shall enroll as a Medicaid MMA 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 MMA provider shall participate and ensure its subcontracted Medicaid MMA 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 MMA providers with contract amounts less than \$500,000 annually, and who have the technological capability to participate electronically.

(d) As applicable, the Provider shall comply with changes to Medicaid effective July 1, 2014, or as may be further amended thereafter.

**12. National Provider Identifier (“NPI”):** The Provider shall obtain and use an NPI, a HIPAA standard unique health identifier for health care providers.

**13. 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 35 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 §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.

14. **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.
15. **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.
16. **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 30** of the Contract. A loan is defined as any advancement of money for which the repayment period extends beyond the next scheduled pay period.
17. **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 §112.061, Florida Statutes, governing payments for traveling expenses. 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.
18. **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 on the BBHC website at [www.bbhcflorida.org](http://www.bbhcflorida.org).

<b>Exhibit Number</b>	<b>Exhibit Title</b>	<b>Applicable Services</b>
A	Clients to be Served	All (Attached)
B	Method of Payment	All (Attached)
C	Required Reports	All (Attached)
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	Funding by Program and Activity	All (Attached)
H	Funding Detail	All (Attached)
H-1	Local Match Plan	All (Attached)
I	Monthly Outreach/Prevention Activities Service Log	Outreach and Prevention Services
J	National Voter Registration Monthly Report	Direct Service Providers
K	SAMH Pre-Authorization Utilization Management Roster	Adult/Children's Residential (1 and 2); SRT; CSU; Detox
L	TANF Program Participant Log	TANF-Funded
O	Incidental Fund Invoice and Expenditure Log for Adult Mental Health Services	Providers with Incidental Funding
P	Performance Measures - Continuous Quality Improvement Programs	
Q	Consumer Satisfaction Survey	Direct Service Providers

## 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 §215.97, Florida Statutes, 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 DCF'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 §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 §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 §215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by §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 **170** days after the end of the Provider's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

- A. ME for this Contract one (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 Contract shall be submitted, when required by § .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 Contract 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

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 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 Contract 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 HIPAA

This Attachment contains the terms and conditions governing the Provider's access to and use of Protected Health Information ("PHI"), and provides the permissible uses and disclosures of protected health information by the Provider, also called the "Business Associate."

### Section 1. Definitions

#### 1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act ("HIPAA") Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

#### 1.2 Specific definitions:

1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR §160.103, and for purposes of this Attachment shall specifically refer to the Provider.

1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR §160.103, and for purposes of this Attachment shall refer to the Department.

1.2.3 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.2.4 "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR §160.103 and is defined as an individual to whom a business associate delegates a function, activity, service, other than in the capacity of a member of the workforce of such business associate.

### Section 2. Obligations and Activities of Business Associate

#### 2.1 Business Associate agrees to:

2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;

2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR §164.308, physical safeguards as set forth at 45 CFR §164.310, and technical safeguards as set forth at 45 CFR §164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR §164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI the Provider creates, receives, maintains or transmits on behalf of the Department/Managing Entity;

2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department/Managing Entity and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR §§164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including

- breaches of unsecured protected health information as required at 45 CFR §164.410, and any security incident of which it becomes aware;
- 2.1.5 Notify the Managing Entity's Security Officer, Privacy Officer and the Provider Relations Specialist as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental/Managing Entity data;
  - 2.1.6 Notify the Privacy Officer and Provider Relations Specialist within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
  - 2.1.7 Provide any additional information requested by the Department/Managing Entity for purposes of investigating and responding to a breach;
  - 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental/Managing Entity data as provided in §817.5681, Florida Statutes;
  - 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department/Managing Entity to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental/Managing Entity data;
  - 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department/Managing Entity;
  - 2.1.11 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of §164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR §164.532(d);
  - 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45CFR §164.524;
  - 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR §164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR §164.526;
  - 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR §164.528;
  - 2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
  - 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of

determining compliance with the HIPAA Rules.

**Section 3. Permitted Uses and Disclosures by Business Associate**

- 3.1 The Business associate may only use or disclose protected health information covered under this Attachment as listed below:
  - 3.1.1 The Business Associate may use and disclose the Department/Managing Entity's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.
  - 3.1.2 The Business Associate may use the Department/Managing Entity's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.
  - 3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department/Managing Entity for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.
  - 3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department/Managing Entity for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which It becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.
  - 3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department/Managing Entity with data analyses relating to the health care operations of the Department/Managing Entity (as defined in 45 C.F.R.§164.501).
  - 3.1.6 The Business Associate may de identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR §164.514(b).
  - 3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501,45 CFR §164.506 and 45 CFR §164.514.

**Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

- 4.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR §164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- 4.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- 4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR §164.522, to the extent that such restriction may affect business associate's use or

disclosure of protected health information.

## **Section 5. Termination**

### **5.1 Termination for Cause**

5.1.1 Upon the Department/Managing Entity's knowledge of a material breach by the Business Associate, the Department/Managing Entity shall either:

- 5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department/Managing Entity;
- 5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or
- 5.1.1.3 If neither termination nor cure is feasible, the Department/Managing Entity shall report the violation to the Secretary of the Department of Health and Human Services.

### **5.2 Obligations of Business Associate Upon Termination**

5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

- 5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- 5.2.1.2 Return to covered entity, or other entity as specified by the Department/Managing Entity or, if permission is granted by the Department/Managing Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
- 5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
- 5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
- 5.2.1.5 Return to covered entity, or other entity as specified by the Department/Managing Entity or, if permission is granted by the Department/Managing Entity, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.
- 5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

## **Section 6. Miscellaneous**

6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section

- as in effect or as amended.
- 6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.

**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 checked="" 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"/> Children's Mental Health-Emotional Disturbances	
<input type="checkbox"/> Children's Mental Health-At Risk of Emotional Disturbances	
<input type="checkbox"/> Children's Mental Health-Serious Emotional Disturbances	
<input type="checkbox"/> Mental Health Promotion	
<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 §394.674, Florida Statutes, and as described in the PAM 155-2, based on the availability of resources. PAM 155-2 is available on the Department's website at [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 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 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) §394.674(a)(2), Florida Statutes, for adult mental health services for the parents, based upon the emotional crisis experienced from the potential removal of children.

(b) §394.674(c)3., Florida Statutes, 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 Provider. The Provider shall adhere to the eligibility requirements as specified in **Exhibit F**, entitled "Minimum

Services Requirements". The ME reserves the right to review the Provider's determination of client eligibility and override the determination of the Provider. When this occurs the 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 32** 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 Provider, subject to the determination of the ME.

(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 Provider is not authorized to bill the ME for more units than are specified in **Exhibit G**, entitled "State Funding by Program and Activity", or for more units than can be purchased with the amount of funds specified in **Exhibit G**, subject to the availability of funds. An exception is granted at the end of the Contract, when the ME, at its sole discretion, may pay, subject to the availability of funds, the Provider for "Uncompensated Units Reimbursement Funds", in whole or in part, or not at all as determined by the delivery of services in excess of those units of service the ME is 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 DCF.

(2) The 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.b.(2). and limited by the availability of funds.

(4) The Provider may not authorize or incur indebtedness on behalf of the ME.

## 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 "Funding by Program and Activity". The ME shall pay for contracted services according to the terms and conditions of this Contract in an amount of \$401,364.00, and may exceed this amount subject to the availability of funds and satisfactory performance of all terms by the Provider. Of the total Contract amount, BBHC will be required to pay \$334,470.00, subject to the delivery and billing for services. The remaining amount of \$66,894.00 represents "Uncompensated Units Reimbursement Funds", which BBHC, 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 BBHC 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 formula prescribed the Method of Payment section of this Contract. BBHC's obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature and the Contract JH343 between BBHC and the Florida Department of Children and Families ("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 §394.76(3), Florida Statutes, the Provider agrees to provide local matching funds in the amount of \$111,490.00, as indicated in **Exhibit H**, entitled "Funding Detail". Should the Provider receive Uncompensated Units Reimbursement funds, the amount of Local Match as it appears on **Exhibit H-1**, will automatically change, utilizing the formula: additional match required on the uncompensated units = uncompensated Substance Abuse Services x 16.67% + uncompensated Mental Health Services not exempt from local match requirements x 33.33%.
- d. The ME shall reduce or withhold funds pursuant to Rule 65-29.001, F.A.C., 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, F.A.C., 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 of notification. Failure to provide written notice of close or suspend services may result in termination of this 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.

## **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 §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. A 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 Managed Medical Assistance (MMA) Programs, or Provider Services Networks**

Unless waived in this Contract, the Provider agrees payments from a health maintenance organization (“HMO”); or provider services network will be considered third party payor contractual fees as defined in Rule 65E-14.001(2)(z), F.A.C. 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.
- c. Provider’s that receive TANF funds shall complete **Exhibit L**, entitled TANF Program Participant Log and submit on a monthly basis as supporting documentation for the applicable invoice.

**VI. Invoice Requirements**

- a. The rates negotiated with the Provider Network will be used to reimburse for services.
- b. The Provider is required to comply with Rule 65E-14.021, F.A.C., 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 and as specified in **Exhibit C**. 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 the ME 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 as specified in **Exhibit C**.
- f. Pursuant to Rule 65E-14.021(10)(b)6.b., F.A.C., worksheet shall not exceed the total number of units reported and accepted in the ME data system pursuant to Rule 65E-

14.022, F.A.C.

- g. Pursuant to Rule 65E-14.021(10)(a)2., F.A.C., 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, 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 in the BBHC Procedures Manual regarding “Cost Center Description-Substance Abuse Recovery Support Services (Individual and Group)”; “Cost Center Description-Evidence-Based Practices Cost Center”; and “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 C – Required Reports

Required Reports	Due Date	#of Copies	Send to:
PAM155-2 Monthly Service Data	Seventh (7) calendar day of the following month for which services were rendered	NA	Portal / SAMHIS / PBPS
Invoice/Request for Reimbursement and supporting documentation	Tenth (10) calendar day of the following month for which services were provided	1	Provider Portal - Invoices
Exhibit O, Incidental Log (As applicable)	Tenth (10) calendar day of the following month for which services were provided	1	Provider Portal - Invoices
Outreach/Prevention/TANF Services Log	As Requested	1	Provider Portal - Invoices
Incident Reports	As required in QI001, Incident Reporting Policy	1	IRAS and iras.bbhc@concordiabh.com
Financial Statements (Balance Sheet and Statement of Activity)	Quarterly on October 7; January 7; April 7; July 7	1	Contract Manager
Ad-Hoc	As Requested	As Requested	As Requested
Voter Registration Report (As applicable)	Seventh (7) calendar day of the following month for which services were rendered	1	Contract Manager
Consumer Satisfaction Survey (As Applicable)	Quarterly on September 30; December 31; March 31; June 30	1	Director Of Quality via U.S. Mail
<b>Year-End Financial Reports for Providers <u>Not</u> Requiring Audits Per Attachment II</b>			
Schedule of State Earnings	45 calendar days after the end of the Provider's fiscal year.	1	Contract Manager
Schedule of Related Party Transaction Adjustments	45 calendar days after the end of the Provider's fiscal year.	1	Contract Manager
Projected Cost Center Operating and Capital Budget Actual Expenses & Revenues Schedule	45 calendar days after the end of the Provider's fiscal year.	1	Contract Manager
Schedule of Bed-Day Availability Payments	45 calendar days after the end of the Provider's fiscal year.	1	Contract Manager
Agency Prepared Financial Statements (Balance Sheet and Statement of Activity)	45 calendar days after the end of the Provider's fiscal year.	1	Contract Manager
<b>Year-End Financial Reports for Providers Requiring Audits Per Attachment II</b>			

Financial & Compliance Audit to include the necessary schedules per <b>Attachment II</b>	170 calendar days after the end of the Provider's fiscal year or 30 calendar days after its completion, whichever comes first. (See <b>Attachment II</b> )	1	Contract Manager
<b>Substance Abuse Providers</b>			
Annual Report for HIV Early Intervention Services (SAPT Block Grant Set Aside Funded Services Only)	Upon Request	1	As Requested
Annual Report for Evidence-Based Injection Drug User Outreach Services (SAPT Block Grant Mandate, Designated Providers Only)	June 30	1	Contract Manager
Annual Report for Pregnant Women and Women with Dependent Children (SAPT Block Grant Set Aside Funded Services Only)	Upon Request	1	As Requested
<b>Narrative Block Grant Report – as requested – once a year</b>			
<b>Miscellaneous</b>			
PBPS Data Entry Training Report for Prevention Program Coordinator and any data entry staff, if applicable (Prevention Service Providers)	Upon Request	1	As Requested
Prevention Planning Tool (PPT) (Prevention Services Providers)	July 31 annually	1	Portal
Prevention Services Invoices Back-Up Report printed from PBPS (Prevention Services Providers)	7 <sup>th</sup> calendar day of the following month for which services were rendered	1	Portal
Coalition Activities Report (Prevention Services Providers)	Quarterly on October 7; January 7; April 7; July 7	1	Portal
Final Invoice	By July 10 of each fiscal year and/or 15 days after Contract end	1	Portal
Civil Rights Compliance Questionnaire	June 30	1	Contract Manager
Tangible Property Inventory Report (As applicable)	April 15	1	Portal
TANF SAMH Program Logs and Service Data (As applicable)	Upon Request	1	Portal

ADA Client Communication Assessment Auxiliary Aid Service Record Monthly Summary Report (As applicable)	by the 5 <sup>th</sup> calendar day following the reporting month	1	Portal
External Quality Assurance Reviews, Monitoring Reports, Surveys & Corrective Action Plans	As specified in Paragraph 7 of the Standard Contract	1	As Requested
Payer Class Data	7 <sup>th</sup> calendar day for the following month for which services were rendered	1	Portal
<b>Adult Mental Health</b>			
PATH Annual Data Report to SAMHSA (As applicable)	Per PATH Grant Application Instructions	1	Contract Manager
PATH Annual Reports (As applicable)	Drafts to be submitted to ME for Southern Region SAMH Program Office	1	Contract Manager
Mental Health ALF Report (As applicable)	Quarterly on October 15; January 15; April 15; and July 15	1	Portal
<b>Forensic Services</b>			
Conditional Release Report (As applicable)	7 <sup>th</sup> calendar day for the following month for which services were rendered	1	BBHC Forensic Services Coordinator Provider
<b>Waitlist</b>			
Wait List (As applicable)	As prescribed by Utilization Management Protocol	1	Portal



<b>Exhibit D</b> <b>SUBSTANCE ABUSE &amp; MENTAL HEALTH REQUIRED PERFORMANCE</b> <b>OUTCOMES &amp; OUTPUTS</b>		Provider Name:	Mental Health Association of Broward County
		Contract Number:	34361-15
		Date:	July 1, 2015
		Revision:	Original
<b>Code</b>	<b>Performance Outcome</b>	<b>Contracted</b>	
<b>Mental Health Outcomes</b>			
<b>Mental Health Contracted Services</b>			
<b>Adult Mental Health</b>			
M0016	Adults with Severe and Persistent Mental Illness Served (SPMI)	1000	
M05301	Adults with Serious and Acute Episodes of Mental Illness	15	
<b>Special Outcomes</b>			
Drop In Center: At least 50 percent of members will complete satisfaction surveys			
Drop In Center: At least 75 percent of respondents will report satisfaction with services.			
Outreach: At least 50% of clients served will not be re-admitted to the State Hospital and/or receiving facilities (as reported by the			
100% of Peer Specialists working with the Power of Peers Program will be certified as Peer Specialist within 180 days of			

### Exhibit G, Funding by Program and Activity

Exhibit G		ADULT MENTAL HEALTH												
Contract #34361-15, MHA	RATE	MHA18	MHA70	MHA18	MHA01	MHA09	MHA25	MHA70	MHA72	MHA73	MHAPG	MHATB	MHA76	TOTAL
FUNDING BY OCA														
01	Assessment													\$ -
02	Case Management													\$ -
03	Crisis Stabilization													\$ -
04	Crisis Support/Emergency													\$ -
06	Day/Night													\$ -
07	Drop-in/Self Help Centers	\$ 42.38												\$ -
08	In-Home & On Site													\$ -
11	Intervention - Individual													\$ -
12	Medical Services													\$ -
14	Outpatient - Individual													\$ -
15	Outreach	\$ 52.41												\$ -
16	Prevention													\$ -
18	Residential Level I													\$ -
19	Residential Level II													\$ -
20	Residential Level III													\$ -
21	Residential Level IV													\$ -
24	Substance Abuse Detoxification													\$ -
25	Supported Employment													\$ -
26	Supportive Housing/Living													\$ -
27	TASC													\$ -
28	Incidental Expenses - General													\$ -
28	Incidental Expenses - FACES													\$ -
28	Incidental Expenses - Forensic													\$ -
29	Aftercare - Individual													\$ -
30	Information and Referral													\$ -
34	FACT Team													\$ -
35	Outpatient - Group	\$ -												\$ -
36	Room & Board Level I													\$ -
37	Room & Board Level II													\$ -
38	Room & Board Level III													\$ -
39	Short-term Residential Treatment													\$ -
40	Mental Health Clubhouse Services													\$ -
42	Intervention - Group	\$ -												\$ -
43	Aftercare - Group	\$ -												\$ -
46	Recovery Support - Individual													\$ -
47	Recovery Support - Group													\$ -
48	Clinical Supervision for EBP													\$ -
*Highlighted cost center are TANF eligible														

**EXHIBIT H - FUNDING DETAIL**

Provider Name: MENTAL HEALTH ASSOCIATION OF BROWARD COUNTY

Contract #: 34361-15

Revision #: Original

**MENTAL HEALTH**

ADULT MENTAL HEALTH			CHILDREN MENTAL HEALTH		
	OCA	AMOUNT		OCA	AMOUNT
<b>100610 - EMERGENCY STABILIZATION</b>			<b>100435 - EMERGENCY STABILIZATION</b>		
Crisis Services	MHA18		Crisis Services	MHC18	
Special Appropriation			Special Appropriation - BNET	MHCBN	
<b>100611 - BAKER ACT</b>			<b>104257 - BAKER ACT</b>		
Crisis Services - Baker Act	MHA18		Crisis Services - Baker Act	MHC18	
<b>Emergency Stabilization Total = \$</b>			<b>Emergency Stabilization Total = \$</b>		
-			-		
<b>100610 - RECOVERY &amp; RESILIENCY</b>			<b>100435 - RECOVERY &amp; RESILIENCY</b>		
Residential Services	MHA01		Residential Services	MHC01	
Non-Residential Services	MHA09	\$ 282,196	Non-Residential Services	MHC09	\$ -
Prevention Services	MHA25		Prevention Services	MHC25	
First Episode	MHA26		Special Appropriation		
Community Forensic Beds	MHA72		Special Appropriation - BNET	MHCBN	
FACT TEAM	MHA73				
PATH Grant	MHAPG				
TANF Services	MHATB	\$ 52,274			
<b>101350 - IDP</b>			<b>102780 - PRIS</b>		
Indigent Drug Program	MHA76		Purchased Residential Treatment Services	MHC71	
<b>Total Non-TANF = \$</b>			<b>Recovery &amp; Resiliency Total = \$</b>		
282,196			-		
<b>Recovery &amp; Resiliency Total = \$</b>			<b>Recovery &amp; Resiliency Total = \$</b>		
334,470			-		
<b>TOTAL ADULT MENTAL HEALTH = \$</b>			<b>TOTAL CHILDREN MENTAL HEALTH = \$</b>		
334,470			-		

**SUBSTANCE ABUSE**

ADULT SUBSTANCE ABUSE			CHILDREN SUBSTANCE ABUSE		
	OCA	AMOUNT		OCA	AMOUNT
<b>100618 - DETOXIFICATION</b>			<b>100420 - DETOXIFICATION</b>		
Detox Services - Alcohol	MSA21	\$ -	Detox Services - Alcohol	MSC21	\$ -
<b>Detoxification Total = \$</b>			<b>Detoxification Total = \$</b>		
-			-		
<b>100618 - PREVENTION</b>			<b>100420 - PREVENTION</b>		
Prevention Services	MSA25		Prevention Services	MSC25	
			Prevention Partnership Grant	MSCPP	
<b>Prevention Services Total = \$</b>			<b>Prevention Services Total = \$</b>		
-			-		
<b>100618 - TREATMENT &amp; AFTERCARE</b>			<b>100420 - TREATMENT &amp; AFTERCARE</b>		
Residential Services - Alcohol	MSA03	\$ -	Residential Services - Alcohol	MSC03	\$ -
At-Risk of Substance Abuse	MSA09	\$ -	At-Risk of Substance Abuse	MSC09	\$ -
Non-Residential Services - Alcohol	MSA11	\$ -	Non-Residential Services - Alcohol	MSC11	\$ -
HIV Services	MSA23		HIV Services	MSC23	
Special Appropriation			Special Appropriation		
Project Expansion for Pregnant Women	MSA81				
TANF Services	MSATB		TANF Services	MSCTB	
<b>Treatment &amp; Aftercare Total = \$</b>			<b>Treatment &amp; Aftercare Total = \$</b>		
-			-		
<b>TOTAL ADULT SUBSTANCE ABUSE = \$</b>			<b>TOTAL CHILDREN SUBSTANCE ABUSE = \$</b>		
-			-		

**FUNDS NOT REQUIRING MATCH:**

Drug Abuse Services	\$ -
Deinstitutionalization Project	\$ -
CMH Program	\$ -
MH Block Grant	\$ -
<b>TOTAL FUNDS NOT REQUIRING MATCH</b>	<b>\$ -</b>

<b>TOTAL ALL PROGRAMS = \$</b>	<b>334,470</b>
<b>UNCOMPENSATED UNITS = \$</b>	<b>66,894</b>
<b>TOTAL = \$</b>	<b>401,364</b>

**TOTAL LOCAL MATCH = \$ 111,490**

**FY 2014-15 Adjustments:**

- 4/24/14 \$6,255 added to CMH-MHC09 from the lapsed funds is withdrawn.
- 6/20/14 \$24,728 is reduced from CMH-MHC09 and transferred to United Way to fund CMH Prevention.

**FY 2014-15 Adjustments:**

- 3/18/15 \$50,000 is added in AMH-MHA09 to fund Power of Peers program

**FY 2015-16 Adjustments:**

- \$50,000 added in AMH-MHA09 to fund Power of Peers program in FY 2014-15 is made recurring.

## Exhibit H-1, Local Match Plan

Exhibit H-1 Local Match									
Mental Health Association of Broward County									
REQUIRED MATCH:	RATE	AMH		CMH		ASA		CSA	
		UNITS	MATCH	UNITS	MATCH	UNITS	MATCH	UNITS	MATCH
01 Assessment									
02 Case Management									
03 Crisis Stabilization									
04 Crisis Support/Emergency									
05 Day Care									
06 Day/Night									
<b>07 Drop-In/Self Help Centers</b>	<b>\$ 42.38</b>	1,393.12	\$ 59,041						
08 In-Home & On Site									
11 Intervention - Individual									
12 Medical Services									
14 Outpatient - Individual									
<b>15 Outreach</b>	<b>\$ 52.41</b>	1,000.75	\$ 52,450						
16 Prevention									
18 Residential Level I									
19 Residential Level II									
20 Residential Level III									
21 Residential Level IV									
22 Respite Services									
24 Substance Abuse Detoxification									
25 Supported Employment									
26 Supportive Housing/Living									
27 TASC									
28 Incidental Expenses - General									
28 Incidental Expenses - FACES									
28 Incidental Expenses - Forensic									
29 Aftercare - Individual									
30 Information and Referral									
34 FACT Team									
35 Outpatient - Group									
36 Room & Board Level I									
37 Room & Board Level II									
38 Room & Board Level III									
39 Short-term Residential Treatment									
40 Mental Health Clubhouse Services									
42 Intervention - Group									
43 Aftercare - Group									
46 Recovery Support - Individual									
47 Recovery Support - Group									
48 Clinical Supervision for EBP									
<b>MATCH ALLOCATION:</b>			<b>\$ 111,490</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
<b>GRAND TOTAL:</b>	<b>\$ 111,490</b>								