MEMORANDUM

Agenda Item No. 8(G)(4)

TO:	Honorable Chairman Oliver G. Gilbert, III and Members, Board of County Commissioners	**DATE:**	February 6, 2024
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Resolution retroactively authorizing the County Mayor to: (1) execute a contract in the amount of $1,000,000.00 with South Florida Behavioral Health Network, Inc., d/b/a Thriving Mind South Florida, for the provision of behavioral health services through the Miami-Dade County Central Receiving Facility; and (2) execute subcontract agreements and other agreements for the provision of such services, as well as exercise termination, modification, and other provisions contained therein; and requiring a report

Resolution No. R-95-24

This item was amended from the original version as stated in the County Mayor's memorandum.

The accompanying resolution was prepared by the Office of Management and Budget and placed on the agenda at the request of Prime Sponsor Senator René García.

For

Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum

Date: February 6, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Daniella Levine Cava

Subject: Agreement with South Florida Behavioral Health Network, Inc., d/b/a Thriving Mind South Florida for the provision of behavioral health services associated with the Miami-Dade County Central Receiving Facility

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This item was amended at the January 8, 2024 Community Health Committee meeting to require an annual report providing an analysis of the use of funds and the number of individuals served.

Executive Summary

The purpose of this item is to seek retroactive approval from the Board of County Commissioners (Board) to execute an agreement with South Florida Behavioral Health Network, Inc., d/b/a Thriving Mind South Florida (Thriving Mind) to reimburse expenses for the provision of behavioral health services associated with the Miami-Dade County Central Receiving Facility in FY 2022-23 and authorize up to four one-year options to renew that conform with Resolution No. R-688-22 subject to an annual appropriation of sufficient funding by the Board in each respective County Budget. The Board allocated $1,000,000.00 for this purpose in the FY 2022-23 budget.

On July 18, 2017, the Board adopted Resolution No. R-782-17 establishing the County's statutorily required Designated Receiving System and Transportation Plans. The Miami-Dade County Central Receiving Facility was organized and implemented pursuant to the Designated Receiving System Plan that was created to help individuals who: (1) have lost the power of self-control over their substance abuse; (2) do not appreciate their own need for help and cannot make rational decisions regarding their care as a result of their substance abuse; or (3) have become a danger to themselves or others. As designated by the State of Florida, Thriving Mind serves as the managing entity for Miami-Dade and Monroe Counties and is responsible for planning, coordination, administration, and subcontracting for the delivery of behavioral health services to a Provider Network as defined by section 394.9082(2)(f), Florida Statutes and managing the day-to-day operational delivery of behavioral health and support services available to children, adolescents, adults, and elders through a comprehensive and organized network of direct behavioral health treatment and prevention service providers. Additionally on July 19, 2022, the Board adopted Resolution No. R-688-22, which authorized intergovernmental transfers to the Florida Agency for Health Care Administration of up to $500,000.00 annually from the Board's Central Receiving Facility allocation.

The effective date of this agreement is October 1, 2022 to September 30, 2023. Although this item is being brought for the Board's consideration after the expiration of its term, all required services were provided satisfactorily during the term. This is a renewal of the first ever agreement for a Designated Receiving System in Miami-Dade County and incorporates provisions to bring the agreement into compliance with Resolution No. R-688-22.

Recommendation

It is recommended that the Board approve this item, which retroactively approves the County Mayor or County Mayor designee to execute an agreement between Miami-Dade County and Thriving Mind, in the amount of $1,000,000.00 and authorizes the County Mayor or Mayor's Designee to execute subcontract agreements and other agreements, as may be required by the Miami-Dade County Designated Receiving System Plan, as well as exercise the provisions contained in all such agreements.

Scope
The scope of this item is countywide in nature.

Delegation of Authority
This item retroactively delegates authority to the County Mayor or County Mayor's designee to execute the agreement with Thriving Mind and execute necessary subcontract agreements and other agreements, as well as exercise the provisions contained in all such agreements.

Fiscal Impact/Funding Source
The County has committed to expend $1,000,000.00 annually in support of the Designated Receiving Facility, subject to annual appropriation of adequate funds by the Board.

Track Record/Monitor
The Office of Management and Budget-Grants Coordination Division (OMB-GCD) will implement and manage the agreement with Thriving Mind, in conjunction with the County's Finance department. OMB-GCD will process disbursement and expenditure of County funds and manage programmatic and fiscal reporting.

Background
During the 2016 Legislative Session, the Florida Legislature adopted Senate Bill (SB) 12, a comprehensive omnibus bill relating to mental health and substance abuse, which is codified in chapter 2016-241, Laws of Florida. SB 12 requires counties to develop and implement plans for designated receiving systems and transportation of individuals requiring substance abuse and/or mental health treatment, in compliance with the Baker Act and Marchman Act. SB 12 amended sections 394.4573 and 394.461, Florida Statutes, and, among other things, the comprehensive legislation (1) broadly addressed Florida's system for the delivery of behavioral health services, (2) modified processes for assessment, evaluation, and provision of services, legal procedures and timelines (3) identified the components of a coordinated system of care to be provided for individuals with mental illness or substance use disorder, (4) defined a "No-Wrong-Door" model for accessing care, and (5) provided for mental health services for children, parents, and others seeking custody of children involved in dependency court proceedings

On July 18, 2017, pursuant to SB 12, this Board adopted Resolution No. R-782-17, which, in part, established the County's Designated Receiving System and Transportation Plans and authorized a multiyear contract with Thriving Mind, in an annual amount of $1,000,000.00, to carry out various aspects of the Designated Receiving System Plan for the provision of expanded mental health and addiction services for uninsured persons residing within Miami-Dade County Thriving Mind subsequently entered into a contract with Banyan Community Health Center, Inc., to serve as the designated receiving facility for the County and provide mental health and addiction services to uninsured persons with the County. As such, Banyan, under the supervision of Thriving Mind, was the sole recipient of the $1,000,000.00 in County funds, for the entire term of the County's previous contract with Thriving Mind, a total of four years.

On July 19, 2022, The Board adopted Resolution No. R-688-22, which retroactively authorized execution of a non-binding Letter of Agreement for an intergovernmental transfer with the State of Florida Agency for Health Care Administration on behalf of Banyan Community Health Center, Inc., prospectively authorized the issuance of payment in an amount not to exceed $500,000.00, and further authorized future such intergovernmental transfers subject to annual appropriations for such services.

Subsequent to the Board's FY 2022-23 appropriation of $1,000,000.00 for the Miami-Dade County Centralized Receiving Facility, it was determined that a new contract was necessary rather than an extension of the prior agreement. This item is being presented to the Board after the agreement's expiration due to protracted contract development and negotiations. Although the parties did not have an executed agreement for the services delivered during FY 2022-23, such services were provided pursuant to the terms of the prior agreement and in a satisfactory manner to the County. This agreement will allow the County to reimburse Thriving Mind for services rendered in FY 2022-23 and exercise future options to renew based on performance. Thriving Mind is a large and established organization with an annual operating budget of over $140 million and brings other resources and funds to further this mission.

Carladenise Edwards
Chief Administrative Officer

MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: February 6, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(G)(4)

Please note any items checked.

_______ **"3-Day Rule" for committees applicable if raised**

_______ **6 weeks required between first reading and public hearing**

_______ **4 weeks notification to municipal officials required prior to public hearing**

_______ **Decreases revenues or increases expenditures without balancing budget**

_______ **Budget required**

_______ **Statement of fiscal impact required**

_______ **Statement of social equity required**

_______ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_______ **No committee review**

_______ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve**

_______ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved ______________ Mayor
Veto __________
Override __________

Agenda Item No. 8(G)(4)
2-6-24

RESOLUTION NO. R-95-24

RESOLUTION RETROACTIVELY AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO: (1) EXECUTE A CONTRACT IN THE AMOUNT OF $1,000,000.00 WITH SOUTH FLORIDA BEHAVIORAL HEALTH NETWORK, INC., D/B/A THRIVING MIND SOUTH FLORIDA, FOR THE PROVISION OF BEHAVIORAL HEALTH SERVICES THROUGH THE MIAMI-DADE COUNTY CENTRAL RECEIVING FACILITY; AND (2) EXECUTE SUBCONTRACT AGREEMENTS AND OTHER AGREEMENTS FOR THE PROVISION OF SUCH SERVICES, AS WELL AS EXERCISE TERMINATION, MODIFICATION, AND OTHER PROVISIONS CONTAINED THEREIN; AND REQUIRING A REPORT

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The matters contained in the foregoing recital and the accompanying County Mayor's memorandum are incorporated as if fully set forth herein.

Section 2. This Board retroactively authorizes the County Mayor or County Mayor's designee to execute a contract, attached hereto as Exhibit 1, in the amount of $1,000,000.00 with South Florida Behavioral Health Network, Inc., d/b/a Thriving Mind South Florida ("Thriving Mind") for the provision of behavioral health services including, but not limited to assessments, case management, crisis stabilization, intervention, and medication-assisted treatment through the Miami-Dade County Central Receiving Facility. Thriving Mind will execute a subcontract agreement with Banyan Health Systems, or another behavioral health service provider, to deliver all contracted services.

Section 3. This Board retroactively authorizes the County Mayor or County Mayor's designee to execute subcontract agreements and other agreements, for the provision of services identified in section 2, as well as exercise termination, modification, and other provisions contained in the agreements, upon approval by the County Attorney's Office for form and legal sufficiency.

>>**Section 4.** This Board directs the County Mayor or County Mayor's designee to provide a written report to the Board no later than January 1 of each year that the agreement is in effect. Such report shall provide an analysis of the use of the funding described in section 2 for the prior contract term and, at a minimum, shall specify how the funds were spent, provide the number of individuals served, and describe the impact on the residents of Miami-Dade County. The County Mayor or County Mayor's designee is further directed to place the completed report on an agenda of the full Board without committee review pursuant to rule 5.06(j) of the Board's Rules of Procedure.<<[1]

The foregoing resolution was offered by Commissioner **Eileen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Anthony Rodriguez** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman **aye**
Anthony Rodríguez, Vice Chairman **aye**

Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Kevin Marino Cabrera	**aye**	Sen. René García	**absent**
Roberto J. Gonzalez	**aye**	Keon Hardemon	**aye**
Danielle Cohen Higgins	**aye**	Eileen Higgins	**aye**
Kionne L. McGhee	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

[1] Committee amendments are indicated as follows: Words stricken through and/or [[double bracketed]] are deleted, words underscored and/or >>double arrowed<< are added.

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of February, 2024. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Shanika A. Graves

AGREEMENT FOR DESIGNATED RECEIVING SYSTEM
BETWEEN MIAMI-DADE COUNTY AND THRIVING MIND SOUTH FLORIDA

Miami-Dade County, a political subdivision of the State of Florida, by and through its Office of Management and Budget – Grants Coordination located at 111 N.W. 1st Street, 22nd Floor, Miami, FL 33128 (hereinafter called "the **County**") and **Thriving Mind South Florida**, also known as the **South Florida Behavioral Health Network, Inc.,** located at 7205 Corporate Center Drive, Suite 200, Miami, Florida 33126 (hereinafter called the "**Provider**") (collectively referred to as the "**Parties**") hereby enter on this ____ day of August 2023, a Grant Agreement (hereinafter called "the Agreement") and therefore make the following recitals.

RECITALS

WHEREAS, during the 2016 Legislative session, the Florida Legislature adopted (Senate Bill ("SB") 12), a comprehensive omnibus bill relating to mental health and substance abuse, which is codified in chapter 2016-241, Laws of Florida; and

WHEREAS, pursuant to SB 12, on July 18, 2017, the Miami-Dade Board of County Commissioners (the "Board") adopted Resolution No. R-782-17, which approves a plan to establish the Miami-Dade County Designated Receiving System ("DRS"); and

WHEREAS, pursuant to section 394.9082, Florida Statutes, Provider serves as the managing entity for Miami-Dade and Monroe Counties and, as such, is, responsible for planning, coordination, administration, and subcontracting for the delivery of behavioral health services to a Provider Network as defined by section 394.9082(2)(f), Florida Statutes, and managing the day-to-day operational delivery of behavioral health and support services available to children, adolescents, adults, and elders through a comprehensive and organized network of direct behavioral health treatment and prevention service providers; and

WHEREAS, in accordance with sections 394.4573 and 394.462, Florida Statutes, the County and Provider, as the Managing Entity, developed the DRS Plan which provides for the organization and implementation of the Miami-Dade County Central Receiving Facility ("CRF"), a centralized receiving system, with coordinated entry points for persons with mental health or substance use disorders, or co-occurring disorders; and

WHEREAS, the Board has allocated $1,000,000.00 for the CRF since FY 2017-18 and, said funding is included in the County's proposed budget for the 2023-2024 Fiscal Year; and

WHEREAS, on July 19, 2022, the Board approved Resolution No R-688-22, which authorizes execution of annual Intergovernmental Transfer ("IGT") agreements, in amounts not to exceed $500,000.00, with the Florida Agency for Health Care Administration ("AHCA") on behalf of Banyan Community Health Center, Inc.; and

WHEREAS the County used an IGT to transfer $466,938.00 on behalf of Subcontractor for the State's FY 2022-23 ; and

WHEREAS, the County and the Provider entered into this Agreement for the provision of behavioral health services; and

WHEREAS pursuant to this Agreement, the Provider agrees to provide the program(s) and service(s) funded by the amount payable under this Agreement, which shall be supported by the aforementioned County funding.

NOW THEREFORE, in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES.

Provider will implement the Scope of Services as described in Attachment A entitled "Miami-Dade County Central Region Centralized Receiving Facility" using funds provided by the County in a manner deemed reasonably satisfactory to the County. Overall implementation and monitoring of this Agreement shall be carried out through cooperative efforts of the Parties' administrative staffs.

II. BUDGET SUMMARY.

Provider agrees that all expenditures or costs shall be made in accordance with the Budget, which is incorporated herein and attached hereto as Attachment B. Provider agrees to adhere to Attachment B of this Agreement. Provider shall submit a project budget, for the allocation payable to the Provider by the County up to $1,000,000.00 per year, less any amount transferred through an IGT to AHCA, pursuant to Section IV, Amount Payable, which shall be sufficiently detailed to show: (i) the total project cost; (ii) the amount of funds to be used for administrative and overhead costs; (iii) any Program income to be made by the Provider; and (iv) the amount of funds devoted toward the provision of the desired Services or activities.

The Provider may request budget modifications to amend the budget in Attachment B during the term of this Agreement. Budget modification requests must be submitted to OMB-GC no later than 60 days prior to the renewal of this agreement.

III. EFFECTIVE TERM.

The Parties agree that the effective term of this Agreement shall be October 1, 2022, through September 30, 2023, irrespective of the date of execution, with four one-year options to renew, subject to an annual appropriation of sufficient funding by the Board, which shall be provided for in each respective County Budget. The County shall not make payments or disburse funds for services performed or costs incurred outside of the effective term. This Agreement shall be deemed executed on the date of the last signature hereto.

IV. AMOUNT PAYABLE.

Subject to available funds and as may be appropriated by the Board, the amount payable for services rendered under this Agreement shall be $533,062.00 for contract year October 1, 2022 through September 30 2023, for the CRF and related services provided during the effective term of this Agreement as further described in Attachment B. Payment shall be made according to Section X-Payment Procedures. Provider agrees that should available funding be reduced, the amount payable under this Agreement may be reduced at the sole discretion of the County. The County will provide written notice to the Provider of any modifications in funding no later than 45 business days upon the County's knowledge of said modification. Provider reserves the right to negotiate a reduction in scope of work for this agreement if the County reduces funding, unless such reduction is the result of an IGT and the funds are used for services included herein. In such event, the County will notify the Provider in writing of the amount of the IGT and its effect on the total amount of annual funding.

V. SUBCONTRACTORS AND ASSIGNMENTS.

A. **Subcontracts.** Pursuant to section 394.9082, Florida Statutes, Provider is prohibited from providing direct services. As such, Provider shall subcontract with a qualified provider within its network for the provision of all services provided in the Scope of Services incorporated herein and attached hereto as Attachment A and otherwise required by this Agreement. The Parties agree that Banyan Health System will be the primary subcontractor to render said services. Any entity that Provider subcontracts services provided herein will be referred to as Subcontractor and is subject to applicable terms and provisions. Provider agrees to provide a copy of all subcontract agreements to the County within 60 days of execution.

The subcontract agreement shall adopt the applicable terms and conditions of this Agreement as follows.

1) Provider agrees to be responsible for contracting and monitoring all work performed and all expenses incurred by the Subcontractor in connection with the services funded by the amount payable under this Agreement. The act of subcontracting services does not relieve Provider of its obligations or liabilities incurred under this Agreement. Provider understands that it shall be solely liable to the Subcontractor for all expenses and liabilities incurred under the subcontract. The County agrees to pay the Provider for any unpaid approved services incurred prior to the effective date of such termination, subject to the availability of funds.

2) Provider shall monitor and review Subcontractor's performance for the services funded by the amount payable under this Agreement to the Provider and distributed to the Subcontractor during the fiscal year October 1, 2022, through September 30, 2023, and annually thereafter in accordance with Section III. This monitoring and review should be consistent with the terms and conditions of this Agreement and any amendments thereto and consistently applied to the use of County funds. Provider shall provide the results of such monitoring to the County, including any corrective action plans resulting from the monitoring process.

B. **Prompt Payments to Subcontractors that are Small Businesses.** Provider shall issue prompt payments to subcontractors that are small businesses (meaning annual gross sales of $750,000 or less with its principal place of business in Miami-Dade County) and shall have a dispute resolution procedure in place to address disputed payments. Pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance No. 94-40), Section 2-8.1.4 of the County Code, Administrative Order No. 3-19, and the Florida Prompt Payment Act, payments must be made within 30 days of receipt of a properly completed and accurate invoice. Failure to issue prompt payments to small business subcontractors or adhere to dispute resolution procedures may be grounds for suspension or termination of this Agreement or debarment.

VI. EMPLOYMENT SCREENING REQUIREMENTS.

Provider shall ensure that all staff utilized by the Subcontractor (hereinafter, "Contracted Staff"), that are required by Florida law and CFOP 60-25, Chapter 2, incorporated herein by reference, to be screened in accordance with chapter 435, Florida Statutes, are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection

39.001(2), Florida Statutes. Specifically, as a condition of initial and continued employment, Contracted Staff shall undergo Employment Screening standards that include, but are not limited to:

A. Employment history checks.

B. Fingerprinting for all criminal record checks.

C. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement.

D. Federal criminal record checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement.

E. Security background investigation, which may include local criminal record checks through local law enforcement agencies.

F. Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

Employment Screening Affidavit: Subcontractor shall sign the Florida Department of Children and Families ("DCF") Employment Screening Affidavit for the term of the Agreement stating that all required staff have been screened or the Subcontractor is awaiting the results of screening. Staff are prohibited from commencing any work under this Agreement until satisfactory background screening results have been received.

Provider shall monitor Subcontractor for compliance with these requirements.

The County shall not disburse any funds to Provider until Provider furnishes the County with a completed and signed Employment Screening Affidavit.

VII. AUTONOMY.

In performing its obligations under this Agreement, Provider shall always act in the capacity of an independent contractor and not as an officer, employee, or agent of the County. Provider nor its agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the County.

Provider shall take such actions as may be necessary to ensure that the Subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the County.

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

VIII. TERMINATION BY EITHER PARTY.

The Parties agree that this Agreement may be terminated by any party hereto by written notice to the other party of such intent to terminate, at least 45 days prior to the effective date of such termination. In the event of an issue involving health, safety or welfare of Program participants, or breach, any party may terminate the Agreement immediately. The County Mayor or County Mayor's designee is authorized to terminate this Agreement on behalf of the County. The President/CEO or designee is authorized to terminate this Agreement on the behalf of Provider.

IX. PROOF OF LICENSURE AND BACKGROUND SCREENING AND E-VERIFY.

E-Verify. By entering into this Agreement, Provider and its Subcontractors are jointly and severally obligated to comply with the provisions of section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Provider affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Provider; (b) it has required all Subcontractors to this Agreement to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Agreement attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of this Agreement.

If County has a good faith belief that Provider has knowingly violated section 448.09(1), Florida Statutes, then County shall terminate this Agreement in accordance with section 448.095(5)(c), Florida Statutes. In the event of such termination the Provider agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Provider shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of sections 448.09(1) or 448.095, Florida Statutes, but Provider has otherwise complied with its requirements under those statutes, then Provider agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Provider, or Subcontractor no later than 20calendar days after the date of contract termination. Public and private employers must enroll in the E-Verify System (http://www.uscis.gov/e-verify) and retain the I-9 Forms for inspection.

X. PAYMENT PROCEDURES

A. **Cost-Reimbursement.** The County agrees to reimburse Provider for costs incurred resulting from services rendered under this Agreement. Reimbursement of such costs shall not exceed the total amount payable under this Agreement and shall only be made upon receipt of properly executed invoices supporting any of the following Centralized Receiving Facility related services:

- Assessment
- Case Management
- Crisis Stabilization Services

- Crisis Support/Emergency Services
- Information and Referral
- Intervention
- Medical Services
- Medication-Assisted Treatment.
- Outreach.
- Recovery Support; Substance Abuse Detoxification Services

Upon execution of this Agreement, the Provider will request monthly reimbursement from the County for expenses incurred through the month in accordance with the Budget (Attachment B). Payments for the balance of the effective term of the Agreement will be requested monthly on the 25th day after the month in which services were provided. The County must receive payment requests, including retroactive payment requests no later than 30 days after the execution date of this Agreement.

B. **Requests for Payment**. The County agrees to transmit funding for all applicable expenditures to Provider within 45 days of receipt of all required reports submitted in accordance with Attachment D. All funding transmitted by the County to Provider shall be for all budgeted costs to be expended or incurred by Provider, which are allowable under County guidelines in accordance with this Agreement.

Provider to receive up to $1,000,000.00 per year, less any amount transferred to AHCA through an IGT. Note: County Fiscal Year- October 1 to September 30.

XI. NOTICES.

All notices or communication under this AGREEMENT by the Parties to each other shall be sufficiently given or delivered, using email or letters, as follows:

In the case of notice or communication to the County:

MIAMI-DADE COUNTY
Attn: Daniel T. Wall, Assistant Director
Office of Management and Budget
111 N.W. 1st Street, Suite 2210
Miami, Florida 33128

In the case of notice or communication to Provider:

THRIVING MIND SOUTH FLORIDA
Attn: John W. Newcomer, M.D., President and CEO
7205 Corporate Center Drive, Suite 200
Miami, Florida 33126

XII. INDEMNIFICATION.

A. **Provider Clause.** Provider shall indemnify and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals, or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by Provider or its employees, agents, servants, partners, principals or subcontractors, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon, up to the limits of Provider insurance.

XIII. PROHIBITED USE OF FUNDS.

A. **Religious Purposes**. County funds shall not be used for religious purposes.

B. **Commingling Funds**. Provider shall not commingle funds provided under this Agreement with funds received from any other funding sources.

XIV. RECORDS, REPORTS, AUDITS, MONITORING AND REVIEW.

A. **Board of Director Requirements.** Provider shall ensure that its Board of Directors is apprised of the fiscal, administrative and agreement obligations of the Program funded through the County by passage of formal resolutions or other formal action authorizing execution of this Agreement with the County. A copy of the resolutions must be forwarded with the Agreement to the County within 10 days of execution.

B. **Accounting Records**. Provider shall keep accounting records, which conform with generally accepted accounting principles. All such records will be retained by the Provider and be available for review by the County for not less than three (3) years beyond the term of this Agreement and the last date of compliance for all applicable terms of this Agreement. However, if any audit, claim, litigation or other action involving this Agreement or modification hereto has commenced before the expiration of the retention periods, then the records shall be retained until completion of the action and resolution of all issues, which arise from it, or until the end of the regular retention period, whichever is later.

C. **Reports**. Provider shall furnish the County with an aggregated Performance Measures Report showing the following seven measures achieved monthly and year-to-date, as listed in Attachment A, Section C, Performance Measures. The first Performance report will be provided within 10 business days of the end of each fiscal year (October 1 to September 30) of the contract. For any renewals or extensions to this Agreement, final reports will be provided to the county within 45 days of expiration or termination of the Agreement.

D. **Data Reporting**. Aggregated data reports related to client services rendered under this Agreement shall be provided to the County in a format mutually acceptable to the Parties. The components of the aggregated data reports are provided in Attachment C. The programmatic data report shall be due 45 days after the expiration or termination of this Agreement and any renewals or extensions thereto.

E. **Monitoring: Management Evaluation and Performance Review**. Pursuant to this Agreement, Provider agrees to permit County personnel to monitor, review and evaluate Provider's management and oversight of the servicesSubcontractor provides that are funded by the County. This does not include Provider's management and oversight of any services Subcontractor provides that are funded by DCF or AHCA which the Provider does not manage and is not a party to any contract for same. The County shall monitor both fiscal and programmatic compliance with all the terms and conditions of this Agreement. Provider and Subcontractor shall permit the County to conduct site visits, participant assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. If the County makes any findings while monitoring the Subcontractor, a report of the County's findings will be delivered to Provider and Provider will rectify all deficiencies cited within the period specified in the report. If such deficiencies are not corrected with the specified time, the County may suspend payments or terminate this Agreement. The County shall conduct one or more formal management evaluation and performance reviews of Provider. This Agreement will not be considered for appropriation of future funding unless the County concludes that Provider have satisfactorily performed the provisions of this Agreement.

F. **Access to Records**. The Parties shall provide access to all of their records which relate to this Agreement at their place of business during regular business hours and upon reasonable notice. Provider and/or its assignee agree to comply with all County ordinances and administrative orders relating to Inspector General Reviews and Audits. The Parties agree to provide such assistance as may be necessary to facilitate their review and/or audit.

XV. BREACH OF AGREEMENT: COUNTY REMEDIES.

A. **Breach by Provider.** A breach by Provider shall have occurred under this Agreement if: (1) Provider fails to provide the services outlined in the Scope of Services (Attachment A) within the effective term of this Agreement; (2) Provider improperly uses the County's funds allocated under this Agreement; (3) Provider does not furnish the Certificates of Insurance, if required by the County's Risk Management Division; (4) Provider does not furnish proof of licensure/certification or proof of employment screening; (5) Provider fails to submit proof of expenditures to support funding requested or disbursed or fails to submit reports of expenditures or final expenditure reports; (6) Provider does not submit the required reports listed in Attachment D; (7) Provider refuses to allow the County access to records or refuses to allow the County to monitor the Program; (8) Provider discriminates under any applicable, state, federal or local laws or laws outlined in this Agreement; (9) Provider attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement; (10) Provider fails to correct deficiencies found during a monitoring review; (11) Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement; and (12) Provider fails to make payments to the Subcontractor. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

B. **Breach by County.** A breach by the County shall have occurred under this Agreement if the County fails to provide timely payment to the Provider for services rendered based on the timely submission of properly completed invoices submitted by the Provider and approved by the County, as defined in VII PAYMENT PROCEDURES, section A. The waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

C. **County Remedies**. If Provider breaches this Agreement, the County may pursue any or all of the following remedies:

1. The County may terminate this Agreement by giving written notice to Provider of such termination and specifying the effective date thereof at least (30) days before, the effective date of termination, excluding Saturday, Sunday, and County observed holidays. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data reports prepared and secured by Provider with County funds under this Agreement; (b) seek reimbursement of County funds that are determined to be unallowable expenditures under this Agreement; (c) terminate or cancel any other contracts entered into between the County and Provider.
2. The County may suspend payment, in whole or in part, under this Agreement by providing written notice to Provider of such suspension and specifying the effective date thereof, at least *30* days before the effective date of suspension, excluding Saturday, Sunday, and County observed holidays. If payments are suspended, the County shall specify in writing the actions that must be taken by Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and Provider.
3. The County may seek enforcement of this Agreement, including, but not limited to, filing an action with a court of appropriate jurisdiction.
4. The County may debar Provider from future County contracting.
5. If, for any reason, Provider should attempt to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement, the County shall, whenever practical terminate this Agreement by giving written notice to the Provider of such termination and specifying the effective date thereof at least (30) days before the effective date of such termination, excluding Saturday, Sunday, and County observed holidays. The County may terminate or cancel any other contracts, which such individual or entity has with the County. Any individual or entity who attempts to meet its obligations under this Agreement with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years; and
6. Any other remedy available at law or equity.

C. **Provider Remedies.** If the County breaches this Agreement, the Provider may pursue any or all of the following remedies:

1. The Provider may terminate this Agreement by giving written notice to the County of such termination and specifying the effective date thereof at least 45 days before, the effective date of termination, excluding Saturday, Sunday, and State of Federally observed holidays. In the event of termination, the County agrees to pay the Provider and the Subcontractor for any unpaid services incurred prior to the effective date of such termination.
2. The Provider may seek enforcement of this Agreement, including, but not limited to, filing an action with a court of appropriate jurisdiction.
3. The Provider may debar the County from future contracting.

4. If, for any reason, the County should attempt to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement, the Provider shall, whenever practical, terminate this Agreement by giving written notice to the County of such termination and specifying the effective date thereof at least 45 days before the effective date of such termination, excluding Saturday, Sunday, and State or Federally observed holidays. The Provider may terminate or cancel any other contracts with the County. Any individual or entity who attempts to meet its obligations under this Agreement with the Provider through fraud, misrepresentation or material misstatement may be disbarred from contracting with the Provider for up to five (5) years; and

5. Any other remedy available at law or equity.

D. **Damages Sustained.** Notwithstanding any language in this Agreement to the contrary, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Agreement. The County may also seek any remedies available at law or equity to compensate for any damages sustained by the breach, up to the limits of Provider insurance. In any action brought in a court of competent jurisdiction arising from this Agreement, each party shall bear its own attorney's fees and costs.

XVI. PUBLIC RECORDS.

For purposes of this Section, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the provision of services under this Agreement.

This Agreement is subject to the provisions, limitations and exceptions of chapter 119, Florida Statutes, regarding public records. The Parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws and laws relating to records retention. Provider shall mandate that all Subcontractors providing services required herein comply with the public records requirements of this Agreement.

Pursuant to section 119.0701, Florida Statutes, if the Provider meets the definition of "Contractor" as defined in section 119.071(1)(a), the Provider shall:

1. Keep and maintain public records required by the County to perform the services under this Agreement.

2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and any extensions or renewals thereto and following completion of this Agreement if the Provider does not transfer the records to the County.

4. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of Provider or keep and maintain public records required by the County to

perform the service. If Provider transfers all public records to the County upon completion of the term of this Agreement, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Provider keeps and maintains public records upon completion of this Agreement, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request the County's custodian of public records, in a format that is compatible with the County's information technology systems.

5. Provider must make available, upon request of the County, a Federal granter agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Parties, which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT GRACE M. FERREIRA, THE CUSTODIAN OF PUBLIC RECORDS, OFFICE OF MANAGEMENT AND BUDGET, AT 305-375-5371. 111 N.W. 1st STREET, 22ND FLOOR, MIAMI, FLORIDA, 33128.

In the event the Provider does not comply with the public records disclosure requirements set forth in section 119.0701, Florida Statutes, and **Section XVI** of this Agreement, the County shall avail itself of the remedies set forth in **Sections VIII: Termination and XV: Breach of Agreement: County Remedies** of this Agreement. Additionally, Provider may be subject to penalties under section 119.10, Florida Statutes for failure to provide public records, as required by law, within a reasonable amount of time.

XVII. INSPECTOR GENERAL REVIEWS.

A. **Independent Private Sector Inspector General Reviews.** Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Provider shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Provider's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Provider, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Provider in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Provider or any third party.

B. **Miami-Dade County Inspector General Review.** According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Agreement shall be one quarter of one percent (0.25%) of the total Agreement amount which cost shall be included in the total Agreement amount. The audit cost will be deducted by the County from progress payments to the Provider. The audit cost shall also be included in all change orders and all Agreement renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. **Notwithstanding the foregoing, the Miami-Dade Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.**

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

XVIII. MISCELLANEOUS.

A. **Modifications and Change Orders.** The County and Provider mutually agree that any amendments, extensions, or waivers of provisions of this Agreement including, but not limited to, modifications of the Scope of Service, Budget, schedule of payment, billing, cash payment procedures, amount payable and effective term may be negotiated as a written amendment to this Agreement between the Parties. No amendment to this Agreement shall be effective until approved in the form of a written amendment executed by authorized representatives of the Parties and attached to the original of this Agreement.

The County Mayor or County Mayor's designee is authorized to amend, extend, or waive provisions of this Agreement on behalf of the County.

Provider's President/CEO or his or her designee is authorized to amend, extend, or waive of provisions of this Agreement on behalf of Provider.

B. **Applicable Laws or Ordinances.** The Parties agree to abide by any applicable state, federal or local laws or rules, or County resolutions applicable to this Agreement, whether such state, federal, or local laws, rules, or County resolutions are expressly mentioned in this Agreement.

Provider agrees to comply with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Fair Labor Standards Act, the Americans with Disabilities Act, and related regulations, and assures that it does not, and will not discriminate against any CRF client because of or on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, or actual or perceived status as a victim of domestic violence, dating violence or stalking.

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to applicable state and federal laws. Venue for any court action shall be in Miami-Dade County to the exclusion of all other venues. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding arising under this Agreement.

C. **Incident Reporting**. Provider shall complete an incident report using its existing incident reporting system, IRAS, in the event of any serious bodily injury to or an allegation of sexual harassment, sexual misconduct or sexual assault by anyone arising out of the performance of this Agreement. Provider shall provide written notification of the incident together with a redacted copy of the incident report to the County within three working days. Provider shall provide written notification to County within seven days if any legal action is threatened and/or filed as a result of such an injury.

D. **Publicity**. Provider agrees that activities, services, and events funded by this Agreement shall recognize the County in this effort. Provider shall ensure that all publicity, public relations, advertisements and signs within its control recognize the County for the support of all activities under this Agreement. The use of the County's logos is permissible. Provider shall use best efforts to ensure that all media representatives, when inquiring about the activities under this Agreement, are informed that the County is the funding source.

E. **Headings, Use of Singular and Gender**. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine, or neutral, as the context requires.

F. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

G. **Drafting; Neutral Interpretation.** Each party recognizes, acknowledges, and agrees that they have had the opportunity to consult with legal counsel of their choice. Each party has cooperated in the drafting, negotiation, and preparation of this Agreement. In any construction to be made of this Agreement, this Agreement shall be interpreted neutrally, and no rule of construction shall be construed against either party on the basis of that party being the drafter of such language.

H. **Totality of Agreement/ Severability of Provisions**. These fifteen (15) pages of the Agreement with its recitals on the first page and signatures on the last page of the Agreement and with its attachments as referenced below contain all the terms and conditions agreed upon by the Parties:

Attachment A: Scope of Services

Attachment B: Budget

Attachment C: TBD Based on Data Already Being Compiled and Aggregated through KIS

Attachment D: List of Required Reports

No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the Parties hereto. If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

SIGNATURES ARE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed in their respective corporate names and their corporate seals to be affixed by duly authorized officers, all on the day and year first set forth above.

THRIVING MIND SOUTH FLORIDA	MIAMI-DADE COUNTY, a political subdivision of the State of Florida
By: ______________________ President and CEO or Designee	By: ______________________ Mayor or Mayor's Designee
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
By: ______________________ N/A Attorney for THRIVING MIND SOUTH FLORIDA	By: Shanika A. Graves Assistant County Attorney
APPROVED AS TO INSURANCE REQUIREMENTS:	APPROVED AS TO INSURANCE REQUIREMENTS:
By: ______________________ N/A Risk Management	By: Adriana Cruz Risk Management

MIAMI-DADE COUNTY, FLORIDA

JUAN FERNANDEZ-BARQUIN, CLERK

By: ______________________

ATTACHMENT A: SCOPE OF SERVICES

The Provider (Thriving Mind South Florida) serves as a Regional Managing Entity responsible for: (1) planning; (2) coordination; (3) administration; (4) subcontracting for the delivery of behavioral health services to various behavioral health and substance abuse providers; and (5) managing the day-to-day operational delivery of behavioral health and support services available to children, adolescents, adults, and elders through a comprehensive and organized network of direct behavioral health treatment and prevention service providers. Provider shall subcontract with Banyan Health Systems for the purposes of implementing the Scope of Services contemplated herein as follows.

A. **Target Population.**

Through joint efforts of the Parties, the following populations will be served in accordance with the DRS Plan using both County and Provider funding:

1. Individuals needing evaluation or stabilization under section 394.463, Florida Statues, the Baker Act.
2. Individuals needing evaluation or stabilization under section 397.675, Florida Statutes, the Marchman Act. Individuals needing crisis services as defined in sections. 394.67, (18)-(19), Florida Statutes. and
3. Individuals needing screening for non-acute mental health and/or substance abuse treatment services and that meet the target population descriptions contained in section 394.674, Florida Statutes, and described in the DCF Pamphlet 155-2.

B. **Client Services.**

1. Provider shall enter into an agreement with a Subcontractor that is qualified direct service provider to perform the client services contemplated herein.
2. Subcontractor shall provide substance abuse detoxification services and crisis support emergency services reimbursable through the Provider's Agreement with the County.
3. Subcontractor shall provide crisis stabilization, crisis support/emergency, substance abuse detoxification, screenings and assessments for consumers that meet criteria for acute care services, and Medication Assisted Treatment, and care coordination for clients referred to other providers through funds contributed by Provider.
4. Screening services for individuals needing acute and non-acute mental health and/or substance abuse treatment services must be available through the CRF seven days per week, 365 days per year.
5. Screening Tools: Provider shall require Subcontractor to utilize the AST, and the GAIN SS, or any other screening tool(s) agreed to between the Parties.
6. Subcontractor must have a protocol to screen and triage all individuals to determine each individual's immediacy of needs and establish a plan for further assessment and treatment. At a minimum, the screening must include:
   - Reason for referral
   - Medical needs

- Current medications
- Current substance use, and
- Risk of harm to self and others

C. **Baker and Marchman Acts.** Subcontractor's ability to accept consumers under the CRF system is to be executed according to its capabilities and limitations as described in the table below and as described in the Miami-Dade County Transportation Plan for Involuntary Examinations (Baker Act). and Involuntary Admissions (Marchman Act), herein incorporated by reference.

D. **Performance Measures.**

1. **100%** of persons who walk into the CRF requesting screening services shall be screened on the same day.
2. **100%** of persons brought in involuntarily by law enforcement under Baker Act will be admitted for evaluation. Appropriate transfer to other Crisis Stabilization Unit/Inpatient will be secured by the Subcontractor staff upon evaluation and determination that continued admission is medically required. Transportation to the referral facility will be arranged by the Subcontractor.
3. **100%** of persons determined by the assessment process to need outpatient services must be secured by an appropriate provider within ten (10) business days of the assessment.
4. **100%** of persons referred to outpatient services will receive a follow-up within seventy-two (72) hours of scheduled appointment to determine if the person made it to the scheduled appointment.
5. **85%** of persons contacted for follow-up who did not make it their initial appointment will have an alternate appointment secured for outpatient services within ten (10) business days of the follow-up call from the CRF staff.
6. No more than 14.5% CSU readmissions within thirty (30) calendar days for consumers referred internally for post-CSU discharge services.
7. No more than 15.0% Detoxification readmissions within thirty (30) calendar days for consumers referred internally for post-detoxification discharge services.

ATTACHMENT B: BUDGET
Designated Receiving System Agreement
October 1, 2022 to September 30, 2023

FY 2022-23 (October-June)*

Service	Rate	County Funding	Service	Rate
Crisis Support/Emergency Services	$65.17/hr		Crisis Support/Emergency Services	$65.17/hr
			Substance Abuse Detox	$400.50/bed day
Crisis Stabilization Services	$500.00/bed day			
Total		$399,797		

FY 2023-24 (June-September)*

Service	Rate	County Funding	Service	Rate
Crisis Support/Emergency Services	$65.17/hr		Crisis Support/Emergency Services	$65.17/hr
			Substance Abuse Detox	$400.50/bed day
Crisis Stabilization Services	$500.00/bed day			
Total		$133,266		

TOTAL FOR EFFECTIVE TERM	$533,062

***Funding amounts overlap two of Thriving Mind's contract periods to conform with the County's fiscal year.**
Thriving Mind FY ends on June 30th.
Provider has the flexibility to provide the CRF services in Crisis Support or CSU covered services.

ATTACHMENT C: Based on Data Already Being Compiled and Aggregated through KIS

The aggregated report from the KIS data system shall include the following components:

1. Name of the Subcontractor
2. Subcontractor Federal Identification Number
3. Contract Number
4. Fiscal Year
5. Reporting Term (Monthly and/or Year-to-Date)
6. Contracted Program (Adult Mental Health, Children's Mental Health, Adult Substance Abuse, Children's Substance Abuse
7. Contracted Service(s) and Associated Contracted Service Number as Assigned in the DCF Pamphlet 155-2.
8. Other Cost Accumulator (OCA)
9. EC Modifier
10. Service Units
11. Unit of Measure
12. Total Units
13. Service Count
14. Services Added
15. Contracted Rate
16. Total Amount Billed (Subtotal)
17. Total Dollar Amount from Submitted Data

ATTACHMENT D: List of Required Reports

Document/Report Due	**Deadline**	**Contract Article Referencing the Requirement**
Payment requests	Initial request is due upon execution of the agreement covering the period from October 1, 2022, through the month of execution; thereafter, the report is due the 25th day after the month in which services were provided	X. Payment Procedures
Formal resolution or other formal action authorizing execution of the Agreement with the County	Within ten (10) days of contract execution	XIV. A. Board of Direct Requirement
Monthly Performance Report showing measures achieved monthly.	Submitted along with the monthly payment request for the previous month of service.	XIV. C. Reports
Aggregated data reports of client service	Forty-five (45) days after the expiration or termination of this agreement	XIV. D. Data Reporting
Copy of redacted incident report, should one occur; notice of legal filing or threat thereof	Within three (3) working days of the incident; within seven (7) days of the notice or filing	XVII. C. Incident Reporting

SOUTFLO-24 SE72KMORALESALVARE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners, Lake Mary 300 Colonial Center Parkway, Suite 270 Lake Mary, FL 32746	CONTACT NAME: Dee Dee Williams PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: deedee.williams@assuredpartners.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company — 18058
INSURED South Florida Behavioral Health Network, Inc. 7205 Corporate Center Drive, Suite 200 Miami, FL 33126-1216	INSURER B : Florida Insurance Trust — 27272
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			PHPK2507869	3/1/2023	3/1/2024	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PHPK2507869	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		FITWC382252023	6/1/2023	6/1/2024	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
A	Professional Liabili			PHPK2507869	3/1/2023	3/1/2024	Each Incident	2,000,000
A	Professional Liabili			PHPK2507869	3/1/2023	3/1/2024	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Florida Insurance Trust Reinsured by: Markel Global ReInsurance Company NAIC#10829 A+XIV

Certificate holder is added as an additional insured as respect to General Liability where required per written contract.

CERTIFICATE HOLDER	CANCELLATION
Miami-Dade County 111 NW 1st Street Ste 2340 Miami, FL 33128	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE S Merrell

AGENCY CUSTOMER ID: SOUTFLO-24 SE72KMORALESALVAREZ

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
AssuredPartners, Lake Mary	South Florida Behavioral Health Network, Inc. 7205 Corporate Center Drive, Suite 200 Miami, FL 33126-1216
POLICY NUMBER: SEE PAGE 1	
CARRIER: SEE PAGE 1 — NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

ADDITIONAL COVERAGES:
CYBER LIABILITY:
Carrier: Philadelphia Indemnity Insurance Company
Effective: 03/01/2023 - 03/01/2024
Policy#PHSD1780789
Coverage Limit: $1,000,000 Per Claim or Loss
Policy Aggregate Limit: $3,000,000

PROPERTY:
Carrier: Philadelphia Indemnity Insurance Company
Effective: 03/01/2023 - 03/01/2024
Policy#PHPK2507869
Property Contents Values: 200,000
Business Interruption Limit: $150,000
Replacement Cost
Special form Excluding Wind

MANAGEMENT LIABILITY:
Carrier: Philadelphia Indemnity Insurance Company
Effective: 03/01/2023 - 03/01/2024
Policy#PHSD1780798
Coverage Limit: $1,000,000 Per claim
Policy Aggregate Limit: $1,000,000

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Miami, Florida 33126
(305) 858-3335
ThrivingMind.org

September 6th 2023

Miami-Dade County
Risk Management Division
111 NW 1st Street; Suite 2340
Miami, FL 33128

Re: Auto Insurance Requirement

To Whom It May Concern:

This is to request an exemption from Auto Insurance Requirement. Our organization has no owned vehicles.

Sincerely,

John W. Newcomer, M.D., President/CEO