MEMORANDUM

Agenda Item No. 8(E)(1)

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

DATE: May 21, 2024

FROM: Geri Bonzon-Keenan County Attorney

SUBJECT: Resolution retroactively approving and authorizing the County Mayor's application for and receipt and expenditure of grant funds, in an amount up to $2,100,000.00, from South Florida Behavioral Health Network, Inc., d/b/a Thriving Mind South Florida ("SFBHN"), as well as the execution of Contract ME225-13-14 between the SFBHN and Miami-Dade County, through the Miami-Dade Fire Rescue Department, for the provision of Community Paramedic Post Overdose Recovery Services, for a term ending no later than June 30, 2024, with five annual options to renew; authorizing the County Mayor to exercise the provisions contained in the contract or renewal agreements, including amendment and termination provisions; and authorizing the County Mayor to apply for, receive, and expend future additional funds, for up to five years, should they become available for this purpose and to execute necessary agreements and documents for receipt of said funding as well as exercise the provisions contained in such agreements and documents, including amendment and termination provisions

Resolution No. R-424-24

The accompanying resolution was prepared by the Miami-Dade Fire and Rescue Department and placed on the agenda at the request of Prime Sponsor Commissioner Juan Carlos Bermudez.

Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum

Date: May 21, 2024

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

From: Daniella Levine Cava
Mayor

Subject: Resolution Retroactively Approving and Authorizing a Contract between South Florida Behavioral Health Network, Inc., d/b/a Thriving Mind South Florida, and Miami-Dade County, through the Miami-Dade Fire Rescue Department, to provide Community Paramedic Post Overdose Recovery Services

---

Summary

This item seeks retroactive approval and authorization for the application, receipt, and expenditure of $2,100,000.00 in funding and execution of Contract ME225-13-14 between the South Florida Behavioral Health Network, Inc., d/b/a Thriving Mind South Florida ("SFBHN") and Miami-Dade County through the Miami-Dade Fire Rescue Department ("MDFR") for MDFR to provide Community Paramedic Post Overdose Recovery services. MDFR Community Paramedic Post Overdose Recovery Team Abatement Liaisons (CP-PORTAL) provide face-to-face professional and peer intervention services as part of a substance use disorder (SUD) abatement program. This contract began on January 1, 2024, will end June 30, 2024, and has five one-year options for renewal. This item also seeks authorization to apply for, receive and expend additional grant funding for this purpose for up to five years from the effective date of this resolution.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution retroactively authorizing the County Mayor or County Mayor's designee's application, receipt, and expenditure of $2,100,000.00 in funding and execution of Contract ME225-13-14 between the MDFR for the provision Community Paramedic Post Overdose Recovery services. It is further recommended that the Board authorize the County Mayor or County Mayor's designee to exercise the five one-year options to renew as well as other provisions in the agreement including amendment and termination provisions, provided that any such amendments do not alter the purpose of the agreement and following approval from the County Attorney's Office for form and legal sufficiency. Additionally, it is recommended that the County Mayor or County Mayor's designee be authorized to apply for, receive and expend additional grant funding for the purposes provided herein for up to five years from the effective date of this resolution and to execute agreements and other necessary documents as well as exercise the provisions contained in such agreements and other necessary documents, including amendment and termination provisions, provided that any such amendments do not alter the purpose of the agreements or documents and following approval from the County Attorney's Office for form and legal sufficiency.

Scope

The services provided will be countywide.

Delegation of Authority
The County Mayor or County Mayor's designee has delegated authority to as well as execute renewal agreements of Contract ME225-13-14 and exercise the provisions contained in Contract ME22513-14 or the renewal agreements including, but not limited to, amendment and termination provisions for the delivery of Community Paramedic Post Overdose Recovery Team Abatement Liaisons services. The County Mayor or County Mayor's designee also has delegated authority to apply for, receive and expend additional funds for up to five years from the effective date of this resolution for the purposes provided herein and to execute agreements and other necessary documents for receipt of such funding as well as exercise the provisions contained in such agreements and other necessary documents, including amendment and termination provisions, provided that any such amendments do not alter the purpose of the agreements or documents and following approval from the County Attorney's Office for form and legal sufficiency.

Fiscal Impact/Funding Source
SFBHN shall pay up to $2,100,000.00 for contracted services, subject to the availability of funds and satisfactory performance. These funds are made available through the Florida Coordinated Opioid Recovery (CORE) initiative and the Opioid Settlement Trust Fund.

Track Record/Monitor
The Contract will be monitored by MDFR Grants Bureau and a MDFR Division Chief.

Background
As defined by the Centers for Disease Control and Prevention, a SUD, includes but is not limited to opioid use disorder (OUD), which is a problematic pattern of opioid use that causes significant impairment or distress and can lead to overdose and death. SUD is a treatable, chronic disease that can affect anyone, regardless of race, gender, income level, or social class. A diagnosis of SUD or OUD is based on specific criteria, such as unsuccessful efforts to cut down or control use, resulting in a failure to fulfill obligations at work, school, or home, among other criteria.

This contract is funded with Substance Abuse and Mental Health Services Administration Programs funds. The funds are derived from CORE and the Opioid Settlement Trust. The SFBHN's goals for this Contract are to improve access to care, promote service continuity, and to support efficient and effective delivery of services for SUD patients and their affected family members.

The CP-PORTAL program is founded on the following principles: evidence-based medicine, immediate lifesaving treatment to all in the community, and providing warm-handoffs for individuals served from inception to long-term treatment. In addition, the program follows the CORE initiative, which establishes a recovery-oriented continuum of care and support for those seeking treatment and recovery support services for SUD. This comprehensive approach expands every aspect of overdose response and treats all primary and secondary impacts of SUD. The CORE model disrupts the revolving door of addiction and overdose by providing primary care and peer navigators within the emergency department and

immediately connecting individuals to sustainable overall health care. The model includes the following tiered approach:

- Rescue Response
- Stabilization/ Assessment
- Long-term Treatment
- Recovery Supports

The CP-PORTAL is comprised of MDFR certified Community Paramedics who are trained in Medication-Assisted Treatment, recognizing behavioral health issues, Critical Stress Debriefings, abuse, neglect, drug & infectious disease testing, social worker services, and access to MDC/NGO resources. The program is designed to offer intervention resources to individuals who present with the disease of addiction during 911 calls or are referred by community or collaborating partners.

Using the established CORE program protocols, MDFR CP-PORTAL field teams will: (1) staff the daily operations units that respond to calls related to SUD and breakthrough events; (2) educate, patients and their family members in opioid avoidance, diversion and treatments including Narcan and other lifesaving skills; (3) enroll patients in the CP-PORTAL SUD program for Medication Assisted Treatment (MAT) such as Suboxone, to relive opioid withdrawal symptoms and temporarily remove the desire to substance abuse; (4) provide patients a warm hand-off to recovery resources including placement with in-patient recovery treatment centers through community partners; and (5) act as patient liaison with community partners to provide other community health treatments, continued SUD follow-up care, and specific medical testing, such as communicable disease testing and vaccinations. CP-Portal units may respond to the 911 scene, or post 911 call SUD individual's location, ER, or as needed to obtain consent, provide MAT treatment, connect patients to recovery resources, provide disease testing, and facilitate access to care and medications.

_____

James Reyes
Chief, Public Safety

MEMORANDUM
(Revised)

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

DATE: May 21, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(E)(1)

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(E)(1)
5-21-24

RESOLUTION NO. R-424-24

RESOLUTION RETROACTIVELY APPROVING AND AUTHORIZING THE COUNTY MAYOR'S OR COUNTY MAYOR'S DESIGNEE'S APPLICATION FOR AND RECEIPT AND EXPENDITURE OF GRANT FUNDS, IN AN AMOUNT UP TO $2,100,000.00, FROM SOUTH FLORIDA BEHAVIORAL HEALTH NETWORK, INC., D/B/A THRIVING MIND SOUTH FLORIDA ("SFBHN"), AS WELL AS THE EXECUTION OF CONTRACT ME225-13-14 BETWEEN THE SFBHN AND MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE FIRE RESCUE DEPARTMENT, FOR THE PROVISION OF COMMUNITY PARAMEDIC POST OVERDOSE RECOVERY SERVICES, FOR A TERM ENDING NO LATER THAN JUNE 30, 2024, WITH FIVE ANNUAL OPTIONS TO RENEW; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS CONTAINED IN THE CONTRACT OR RENEWAL AGREEMENTS, INCLUDING AMENDMENT AND TERMINATION PROVISIONS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO APPLY FOR, RECEIVE, AND EXPEND FUTURE ADDITIONAL FUNDS, FOR UP TO FIVE YEARS, SHOULD THEY BECOME AVAILABLE FOR THIS PURPOSE AND TO EXECUTE NECESSARY AGREEMENTS AND DOCUMENTS FOR RECEIPT OF SAID FUNDING AS WELL AS EXERCISE THE PROVISIONS CONTAINED IN SUCH AGREEMENTS AND DOCUMENTS, INCLUDING AMENDMENT AND TERMINATION PROVISIONS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying County Mayor's memorandum, a copy of which is incorporated herein by reference,

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

Section 1. Incorporates and approves the foregoing recital, as if fully set forth herein.

Section 2. Retroactively approves Contract ME225-13-14, in an amount up to $2,100,000.00, between South Florida Behavioral Health Network, Inc., d/b/a Thriving Mind South Florida ("SFBHN"), and Miami-Dade County, through the Miami-Dade Fire Rescue Department ("MDFR"), in substantially the form attached hereto and made a part hereof as Exhibit A. This contract is to provide Community Paramedic Post Overdose Recovery services by the MDFR Paramedic Post Overdose Recovery Team Abatement Liaisons ("CP-PORTAL"). As part of a substance use disorder ("SUD") abatement program, the CP-PORTAL field teams will: (1) staff the daily operations units that respond to calls related to SUD and breakthrough events; (2) educate patients and their family members in opioid avoidance, diversion and treatments including administering Narcan and other lifesaving skills; (3) enroll patients in the CP-PORTAL SUD program for Medication Assisted Treatment ("MAT") such as Suboxone, to relieve opioid withdrawal symptoms and temporarily remove the desire to substance abuse; (4) provide patients a warm hand-off to recovery resources including placement with in-patient recovery treatment centers through community partners; and (5) act as patient liaison with community partners to provide other community health treatments, continued SUD follow-up care, and specific medical testing, such as communicable disease testing and vaccinations. CP-Portal units may respond to the 911 call location, the location of a 911 caller who is impacted after the emergency, emergency department, or as needed to obtain consent, provide MAT treatment, connect patients to recovery resources, provide disease testing, and facilitate access to care and medications. The contract commenced on January 1, 2024, expires no later than June 30, 2024, and may be extended annually through five one-year options to renew.

Section 3. Retroactively authorizes the County Mayor's or County Mayor's designee's application for and receipt and expenditure of funding identified in section 2 as well as execution of Contract ME225-13-14. This Board further authorizes the County Mayor or County Mayor's designee to exercise the provisions contained in Contract ME225-13-14 or renewal agreements including amendment and termination provisions, provided that any such amendments do not alter the purpose of the agreements and following review and approval of such agreements for form and legal sufficiency by the County Attorney's Office.

Section 4. Authorizes the County Mayor or County Mayor's designee to apply for, receive, and expend future additional funds, for up to five years from the effective date of this resolution, should they become available for this purpose, and to execute necessary agreements and documents for receipt of said funding as well as exercise the provisions contained in such agreements and documents including amendment and termination provisions, provided that any such amendments do not alter the purpose of the agreements or documents and following review and approval of such agreements and documents for form and legal sufficiency by the County Attorney's Office.

The foregoing resolution was offered by Commissioner **Eileen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** 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	**absent**	Sen. René García	**aye**
Roberto J. Gonzalez	**aye**	Keon Hardemon	**aye**
Danielle Cohen Higgins	**absent**	Eileen Higgins	**aye**
Kionne L. McGhee	**absent**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of May, 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

THRIVING MIND
SOUTH FLORIDA™
Contracting as South Florida Behavioral Health Network, Inc

EXHIBIT A

CFDA No (s). See Post Award Notice
CSFA No (s). See Post Award Notice

Client Services ☒ **Non-Client Services** ☐
Subrecipient ☒ **Vendor** ☐
Federal Funds ☒ **State Funds** ☒

STANDARD CONTRACT

THIS CONTRACT is entered into between the South Florida Behavioral Health Network, Inc., d.b.a Thriving Mind South Florida("SFBHN") hereinafter referred to as the "Managing Entity" (ME) and Miami-Dade County through the Miami-Dade Fire Rescue Department, hereinafter referred to as the "Network Provider".

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

2. Provisions of the Prime Contract
All provisions, terms and conditions, or amendments, addendum, changes or revisions applicable to the Network Provider made subsequent to the initial execution of the Prime Contract, i.e., the Contract entered into between the Florida Department of Children and Families ("Department") and SFBHN (ME), not in conflict with this Contract, shall be binding upon the Network Provider and the Network Provider agrees to comply with same. The Prime Contract is incorporated by reference in this Contract. A copy of the Prime Contract can be found at the ME's website at www.thrivingmind.org. In case of conflict with the provisions, terms and conditions of the Prime Contract and this Contract, the provisions, terms and conditions of this Contract will prevail. In the event of a conflict between the provisions of the documents of this Contract, the documents shall be interpreted in the order of precedence listed in Section 55. of this Standard Contract.

3. Effective and Ending Dates
This contract shall begin on **January 1, 2024**. It shall end at midnight, local time in Miami-Dade County, Florida on **June 30, 2024**, subject to the survival of terms of Section 52.

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

a. The Network Provider name and mailing address of the official payee to whom the payment shall be made is:

Lieutenant Eric Rodriguez
Miami-Dade Fire Rescue Department
9300 NW 41st Street,
Doral, FL 33178

b. The name, address, and telephone of the Contract Manager for the ME for this contract is:

Stephanie Feldman, Contract & Procurement Specialist
South Florida Behavioral Health Network, Inc. d.b.a. Thriving Mind South Florida
7205 Corporate Center Drive, Suite 200
Miami, FL 33126
Tel. 305-858-3335
E-Mail: sfeldman@thrivingmind.org

c. The name of the contact person and street address where the Network Provider's financial and administrative records are maintained is:

Lieutenant Eric Rodriguez
Miami-Dade Fire Rescue Department
9300 NW 41st Street,
Doral, FL 33178
Tel. 305-753-7273

Email: Eric.rodriguez@miamidade.gov

d. The name, address, and telephone number of the representative of the Network Provider responsible for the administration of the program under this contract is:

Captain David Dunmore
Miami-Dade Fire Rescue Department
9300 NW 41st Street,
Doral, FL 33178
Tel. 954-662-6071
Email: David.dunmore@miamidade.gov

The ME's Contract Manager is the primary point of contact through which all contracting information flows between the ME and the Network Provider. Upon change of representatives (names, addresses, telephone numbers and e-mail addresses) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

5. Contract Amount

The ME shall pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **$2,100,000.00** subject to the availability of funds and satisfactory performance of all terms by the Network Provider. Of the total Contract amount, the ME will be required to pay **$1,750,000.00,** subject to the delivery and billing for services. The remaining amount of **$350,000.00,** represents "Uncompensated Units Reimbursement Funds", which the ME, at its sole discretion and subject to the availability of funds, may pay to the Network Provider, in whole or in part, or not at all, for Exemplary Performance by the Network Provider. Exemplary Performance will be determined by the Network Provider delivering and billing for services in excess of those units of service the ME will be required to pay. Should the Network Provider receive any funding from the "Uncompensated Units Reimbursement Funds", then the amount of Local Match as it appears on **Exhibit B, Method of Payment** and in **Exhibit H, Funding Detail**, will automatically change, utilizing the formula prescribed in the Method of Payment section of this contract. The ME's obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature and the Contract between the ME and the Department. 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.

6. Contract Payment

a. The Network Provider shall request payment monthly through submission of a properly completed invoice, per the requirements of this Contract, within eight (8) calendar days following the end of the month for which payment is being requested.
b. If no services are due to be invoiced from the preceding month, the network provider shall submit a written document to the ME indicating this information within eight (8) calendar days following the end of the month. Should the Network Provider fail to submit an invoice or written documentation (should no services be due to be invoiced from the preceding month), within thirty (30) calendar days following the end of the month, then the ME at its sole discretion will consider these funds as lapse and may reallocate these funds within the network of providers. If the Network Provider fails to submit an invoice or written documentation for two (2) consecutive months within a twelve (12) month period, the ME at its sole discretion can terminate the contract in whole or in part.
c. The ME has ten (10) working days, subject to the availability of funds, and/or the ME's receipt of payment from the Department, to inspect, and approve for goods and services, unless the bid specifications, purchase order, or this Contract specify otherwise. The ME's determination of acceptable services shall be conclusive. The ME receipt of reports and other submissions by the Network Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager or other designated ME employee. The MEs failure to pay the Network Provider within the ten (10) working days will result in penalties as referenced in the Prime Contract. Invoices returned to a Network Provider due to preparation errors will result in a non-interest-bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Network Provider requests payment. Payment shall be made only upon written acceptance by the ME and shall remain subject to the subsequent audit or review to confirm contract compliance.

7. Overpayment and Offsets

a. The Network Provider shall return to the ME any overpayments due to unearned funds or funds disallowed that were disbursed to the Network Provider by the ME and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the Network Provider or its auditor or upon written notice by the ME, the Network Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by the ME to not be in full compliance with contract requirements shall be deemed overpayments. The ME shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the ME from the Network Provider under this or any other contract or agreement. If this Contract involves federal or state financial assistance, the following applies: The Grantee shall return to the ME any unused funds; any accrued interest earned; and any unmatched grant funds, as detailed in the Final Financial Report, no later than 60 days following the ending date of this Contract.
b. The funds paid to the Network Provider are continually subject to Review, Revision and Adjustment after evaluation of Utilization and Performance measures monitored by ME.

8. Financial Consequences for Network Provider's Failure to Perform

If the Network Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the ME will apply financial consequences as provided for in Section 9, Financial Penalties for Failure to take Corrective Action. The parties agree that the penalties provided for under Section 9. constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per Section 10. and requisition of services from an alternate source. Any payment made in reliance on the Network Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 7., Overpayment and Offsets, to the extent of such error. Financial consequences directly related to the deliverables under this Contract.

9. Financial Penalties for Failure to Take Corrective Action

a. In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., should the ME require a corrective action to address noncompliance under this Contract, incremental penalties listed in Section 9.b. (i) – (iii) shall be imposed for Network Provider failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the ME to complete corrective action but shall not exceed ten (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. These penalties do not limit or restrict the ME's application of any other remedy available to it under law or this Contract.

b. The increments of penalty imposition that shall apply, unless the ME determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan, in accordance with the following standards:
   - **(i)** Noncompliance that is determined by the ME to have a direct effect on individual served 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.
   - **(ii)** Noncompliance involving the provision of service not having a direct effect on individual served health and safety shall result in the imposition of a five percent (5%) penalty.
   - **(iii)** Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

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

10. Termination

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

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

c. In the event the Network Provider fails to fully comply with the terms and conditions of this contract, the ME may terminate the Contract upon no less than twenty-four (24) hours in writing to the Network Provider, excluding Saturday, Sunday, and Holidays. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the non-compliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Network Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the ME specifying the nature of the noncompliance and the actions required to cure such noncompliance. The ME's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The ME's waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this contract. The provisions

herein do not limit the ME's right to remedies at law or in equity.

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

e. If this Contract is for an amount of $1 Million or more, the ME may terminate this Contract at any time the Network Provider is found to have submitted a false certification under section 287.135, F.S. , or, been placed on the Scrutinized Companies with Activities in Sudan List or the or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this Contract, the ME may terminate this Contract at any time the Network Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

11. 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 Network Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Network 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 an ME-approved Transition Plan, which shall be developed jointly with the new provider in consultation with the ME.

12. Use of Funds for Lobbying Prohibited

The Network Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a State agency.

13. Vendor Ombudsman

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

14. Public Records

a. The Network Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Network Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. As required by section 287.058(1)(c), F.S., it is expressly understood that the Network Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the ME may unilaterally terminate this Contract.

b. As required by section 119.0701, F.S., to the extent that the Network Provider is acting on behalf of the Department or the ME within the meaning of section 119.011(2), F.S., the Network Provider shall:

   (i) Keep and maintain public records that ordinarily and necessarily would be required by the Department and the ME in order to perform the service.

   (ii) Upon request from the ME or the Department's custodian of public records, provide to the ME or the Department a copy of 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, F.S., or as otherwise provided by law.

   (iii) 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 the contract term and following completion of the contract if the Network Provider does not transfer the records to the ME or the Department.

   (iv) Upon completion of the contract, transfer, at no cost, to the ME or the Department all public records in possession of the Network Provider or keep and maintain public records required by the Department to perform the service. If the Provider transfers all public records to the ME or the Department upon completion of the contract, the Network Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Network Provider keeps and maintains public records upon

completion of the contract, the Network Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the ME or the Department, upon request from the Department's or the ME's custodian of public records, in a format that is compatible with the information technology systems of the ME and the Department.

c. **IF THE NETWORK PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE NETWORK PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE ME's CUSTODIAN OF PUBLIC RECORDS AT 786-507-7458 OR BY EMAIL AT JRODRIGUEZ@SFBHN.ORG, OR BY MAIL AT SOUTH FLORIDA BEHAVIORAL HEALTH NETWORK D/B/A THRIVING MIND SOUTH FLORIDA, 7205 NW 19 STREET SUITE 200, MIAMI, FLORIDA 33126 OR CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT DCFCustodian@MYFLFAMILIES.COM, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 1317 WINEWOOD BLVD., TALLAHASSEE, FL 32399.**

15. Audits, Inspections, Investigations, Records and Retention

a. The Network Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds (to include funds used to meet the local match requirements per 65E-14 F.A.C., if applicable), provided by the ME under this Contract. Upon demand, and at no additional cost to the ME or the Department, the Network 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 15. b. below. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, ME, or other personnel duly authorized.

b. Retention of all individual served records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Network Provider during the term of this Contract and retained for a period of seven (7) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum period of seven (7) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the ME or the Department.

c. At all reasonable times for as long as records are maintained, persons duly authorized by the ME, State, and Federal auditors, pursuant to 2 C.F.R. § 200.336, shall be allowed full access to and the right to examine any of the Network Provider's contracts and related records and documents, regardless of the form in which kept.

d. A financial and compliance audit shall be provided to the ME and other entities as specified in this contract and in Attachment II, Financial and Compliance Audit.

e. The Network Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

f. The Network Provider shall include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

g. No record may be withheld, nor may the Network 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, that this provision does not limit any exemption to public inspection or copying to any such record.

16. Inspections and Corrective Action

The Network Provider shall permit all persons who are duly authorized by the ME and the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Network Provider which are relevant to this Contract, and to interview any individuals served, employees and subcontractor employees of the Network Provider to assure the ME of the satisfactory performance of the terms and conditions of this Contract. Following such review, the ME will deliver to the Network Provider a written report of its findings, and may direct the development, by the Network Provider, of a corrective action plan where appropriate. The Network Provider hereby agrees to timely correct all deficiencies identified in the corrective action plan. This provision will not limit the ME's choice of remedies under law, rule, or this Contract. Failure to implement corrective action plans to the satisfaction of the ME, after receiving due notice, shall be grounds for contract termination.

17. Federal Law

If this Contract contains federal funds and it is determined by the ME that the Network Provider is a subrecipient, the Network Provider must adhere to the terms below:

a. The Network Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 2 CFR, Part 200, and other applicable regulations.

b. If this Contract contains $10,000 or more of Federal Funds, the Network 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 if applicable.
c. If this Contract contains over $150,000 of Federal Funds, the Network Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), section 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 (2 CFR, Part 1500). The Network Provider shall report any violations of the above to the ME and to the Department.
d. No Federal Funds received in connection with this Contract may be used by the Network Provider, or agent acting for the Network Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains Federal funding in excess of $100,000, the Network Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment III. All disclosure forms as required by the Certification Regarding Lobbying from must be completed and returned to the ME Contract Manager, prior to payment under this Contract.
e. If this Contract provides services to children up to age 18, the Network 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.
f. If the Network Provider is a federal subrecipient or pass through entity, the Network Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
g. If the Network Provider is a federal subrecipient or pass through entity, the Network Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine whether or not its subcontracts are being awarded to a "contractor" or a "subrecipient," as those terms are defined in 2 CFR, Part 200. If a Network Provider's subcontractor is determined to be a subrecipient, the Network Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

18. Confidential Client and Other Information

Except as provided by this Contract, the Network Provider shall not disclose but shall protect and maintain the confidentiality of any individual served information and any other information made confidential by Florida Law or Federal laws or regulations that is obtained or accessed by the Network Provider or its subcontractor's incidental to performance under this Contract.

State laws providing for confidentiality of individual served and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 741.3165 and 916.107, F.S.

Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. § 2020(e)(8), 42 U.S.C. § 602 and 2 CFR § 200.303 and 2 CFR § 200.337, 7 CFR § 272.1(c), 42 CFR §§ 2.1-2.3, 42 CFR §§ 431.300-306, 45 CFR § 205.

A summary of Florida Statutes providing for confidentiality of this, and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

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

19. Health Insurance Portability and Accountability Act

In compliance with 45 CFR § 164.504 (e), the Network Provider shall comply with the provisions of the Business Associate Agreement, incorporated herein by reference, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Network Provider or its subcontracts incidental to the Network Provider's performance of this Contract.

20. Individual served Risk Prevention

a. If services to individuals served are to be provided under this Contract, the Network Provider and any subcontractors shall, in accordance with the individual served risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Network Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Network Provider and its employees.

b. The ME monitors timely submissions of incident reports and may impose financial penalties as described in Section 8. Financial Consequences for Network Provider's Failure to Perform.

21. Human Subject Research

The Network Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 CFR, Part 46, and 42 U.S.C. section 289, et seq., and may not commence such activity until review and approval by the Department of Children and Families Human Protections Review Committee and a duly constituted Institutional Review Board.

22. Support to the Deaf or Hard-of-Hearing

a. The Network Provider and its subcontractors 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 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Instruction (CFOP) 60-16, Chapter 3, entitled "Plan for Reasonable Modifications and Auxiliary Aids and Services for Individuals with a Disability.

b. If the Network Provider or any of its subcontractors employs fifteen (15) or more employees, the Network Provider and subcontractor shall designate a Single-Point-of-Contact to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504, the ADA. The Network Provider's Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database by the 4th business day of the month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The name and contact information for the Network Provider's Single-Point-of-Contact shall be furnished to the Contract Manager prior to the execution of this Contract, within ten (10) calendar days of staffing change, or within fourteen (14) calendar days of the effective date of this requirement.

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

d. The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA. Further, employees of the Network Provider and their subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA., This attestation shall be maintained in the employee's personnel file.

e. The Network Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by the Network Provider and subcontractors. The approved Notice is available at: DCF Training | Florida DCF (myflfamilies.com)

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

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

h. The Department requires each contract/subcontract provider agency's direct service employees to complete training on serving our customers who are Deaf or Hard-of-Hearing: DCF Training | Florida DCF (myflfamilies.com) and sign the

Attestation of Understanding. Direct service employees performing under this Contract will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

23. Emergency Preparedness

If the tasks to be performed pursuant to this Contract include the physical care or supervision of individuals served, the Network Provider shall, within thirty (30) days of the execution of this contract, submit to the Contract Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for individuals served in substitute care, supplies, and a recovery plan that will allow the Network Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term "supervision" includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home or be placed in a licensed foster care setting. No later than twelve months following the ME's original acceptance of a plan and every twelve (12) months thereafter, the Network Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary. The ME agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department or the ME may exercise oversight authority over such Network Provider in order to assume implementation of agreed emergency relief provisions.

24. Insurance

a. Continuous adequate liability insurance coverage shall be maintained by the Network Provider during the existence of this Contract and any renewal(s) and extension(s) thereof and in accordance with the requirements in Attachment I. By execution of this Contract, unless it is a State agency or subdivision as defined by subsection 768.28(2), F.S., the Network Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Network Provider and the individuals served to be served under this Contract. The limits of coverage under each policy maintained by the Network Provider do not limit the Network Provider's liability and obligations under this Contract. Upon the execution of this Contract, the Network Provider shall furnish the ME written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The ME reserves the right to require additional insurance as specified in this Contract. The Network Provider shall notify the Contract Manager within thirty (30) calendar days if there is a modification to the terms of insurance, to include but not limited to, cancellation or modification to policy limits.

b. To the fullest extent permitted by law, and not withstanding any other provision of this Contract, the Network Provider by signing this Contract acknowledges the value of obtaining Cyber Liability insurance, has considered all of the risks, and assumes all of the risks and liability associated with not obtaining such insurance. The Network Provider will indemnify, defend, and hold the ME harmless from any and all claims, losses, liabilities, damages, judgments, fees, expenses, awards, civil monetary penalties, and costs (including reasonable attorneys' and court fees and expenses) arising out of or related to any Breach or alleged Breach of Unsecured PHI created, received, maintained, transmitted, or otherwise used by the Network Provider and arising from the Network Provider's breach, or failure to perform pursuant to this Contract (collectively, a "Claim") up to and including the Appellate Court level and until the case is resolved. If the Network Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the ME shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waving the limits of sovereign immunity.

25. Indemnification

a. The Network Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the ME, State and the Florida Department of Children and Families, and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any alleged act or omission by the Network Provider, its agents, employees, partners, or subcontractors, provided, however, that the Network Provider shall not indemnify for that portion of any loss or damages caused by the negligent act or omission of the ME.

b. The Network Provider shall fully indemnify, defend and hold harmless the ME, the State and the Florida Department of Children and Families, from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation of infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to the ME's misuse or modification of Network Provider's products or a ME's operation or use of Network Provider's products in a manner not contemplated by the contract or the purchase order. If any product is the subject of an infringement suit or in the Network Provider's

opinion is likely to become the subject of such a suit, the Network Provider may at its sole expense procure for the ME the right to continue using the product or modify it to become non-infringing. If the Network Provider is not reasonably able to modify or otherwise secure the ME the use, the ME shall not be liable for any royalties. The Network Provider's indemnification for violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right shall encompass all such items used or accessed by the Network Provider, its officers, agents or subcontractors in the performance of this contract or delivered to the ME for the use of the ME, its employees, agents or contractors.

c. The Network Provider shall protect, defend, and indemnify, including attorney's fees and cost, the ME for any and all claims and litigation (including litigation initiated by the ME) arising from or relating to Network Provider's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the Network Provider's redaction, as provided for under Section 37., Network Provider's Confidential and Exempt Information.

d. The ME shall not be liable for any cost, expense, or compromise incurred or made by the Network Provider in any legal action. The Network Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the ME negligent shall excuse the Network Provider of performance under this provision, in which case the ME shall have no obligation to reimburse the Network Provider for costs of its defense. If the Network Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the ME shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

26. Independent Contractor

a. In performing its obligations under this Contract, the Network Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the ME or the State of Florida, except where the Network Provider is a State agency. Neither the Network Provider nor its agents, employees, subcontractors or assignees shall represent to others that it is an agent, officer or employee of or has the authority to bind the ME or the Department by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees as a result of performing the duties or obligations of this Contract.

b. The ME will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Network Provider, or its subcontractor or assignee, unless specifically agreed to by the ME in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Network Provider, the Network Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Network Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Network Provider and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

27. Assignments and Subcontracts

a. The Network Provider shall not assign the responsibility for this Contract to another party without prior written approval of the ME, upon the ME's sole determination that such assignment will not adversely affect the public interest; however, in no event may the Network 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 Network Provider's duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the ME shall be null and void. The Network Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of the ME, which shall not be unreasonably withheld.

b. The Network Provider shall ensure that all subcontract agreements, at any tier, for work contemplated under this Contract, adhere to all of the requirements of the ME's Prime Contract with the Department and all the requirements of this Contract. A copy of the Prime Contract can be found at the ME's website. www.thrivingmind.org.

c. To the extent permitted by Florida Law, and in compliance with Section 25., Indemnification, of this Standard Contract, the Network Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Network Provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The Network Provider further agrees that neither the ME nor the Department shall be liable to the subcontractor in any way or for any reason. The Network Provider, at its expense, will defend the ME against such claims.

d. The Network Provider shall make payments to any subcontractor within seven (7) working days after receipt of payment from the ME in accordance with section 287.0585, F.S., unless otherwise stated in the contract between

the Network Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Network Provider and paid by the Network Provider to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

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

f. The Network Provider shall include, or cause to be included, in all subcontracts (at any tier) the substance of all clauses contained in this Standard Contract that mention or describe subcontract compliance. as well as all clauses applicable to that portion of the Network Provider's performance being performed by or through the subcontract.

28. 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 Network 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 Network Provider shall not to discriminate against any applicant, individuals served, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, sub-grantees or others with whom it arranges to provide services or benefits to individuals served or employees in connection with its programs and activities. The Network Provider shall complete the Civil Rights Certificate, CF Form 707 and the Civil Rights Compliance Checklist, CF Form 946 in accordance with CFOP 60-16 and 45 CFR 80.

29. State and Federal Whistle-blower Act Requirements

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

b. Pursuant to Section 11(c) of the OSH Act of 1970 and the subsequent federal laws expanding the act, the Network Provider is prohibited from discriminating against employees for exercising their rights under OSH Act. Details of the OSH Act can be found at this website: https://www.whistleblowers.gov/

30. DEO and Workforce Florida

The Network Provider understands the Florida Department of Children and Families, the Department of Economic Opportunity, and CareerSource Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The ME encourages Network Provider participation with the Department of Economic Opportunity and CareerSource Florida, Inc.

31. Transitioning Young Adults

The Network Provider understands the Department's interest in assisting young adults aging out of the dependency system. The ME encourages Network Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

32. Sponsorship or Financial Support

As required by section 286.25, F.S., if the Network Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program State: "Sponsored by (*Network Provider's Name*), Thriving Mind South Florida and the State of Florida, Department of Children and Families". If the sponsorship reference is in written

material, the words "Thriving Mind South Florida" and "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

If the sponsorship reference includes any logos or marks, then the logo for Thriving Mind South Florida and for the State of Florida, Department of Children and Families shall appear at least the same size as that for the Network Provider or other entities referenced.

33. Publicity

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

34. Public Entity Crime and Discriminatory Contractors

Pursuant to section 287.133, F.S. and 287.134, F.S., the following restrictions are placed on the ability of persons on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; 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 section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. This provision applies to the Network Provider and all their subcontractors.

35. Employee Gifts

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

36. Intellectual Property

a. It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Network Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of the Department, fully compensated for by the contract amount, and that neither the Network 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 that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., 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 Network Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.
b. If the Network Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract. For the purposes of this provision, the term "use" shall include use by the Network Provider during the term of this contract and use by the ME, agents, or contractors and the Department during the term of this contract and perpetually thereafter.
c. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract.

Notwithstanding the foregoing provision, if the Network Provider or one of its subcontractors is a university and a member of the State University of Florida, then section 1004.23, F.S., shall apply, but the Department 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.

37. Network Provider's Confidential and Exempt Information

a. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. Any claim by Network Provider of trade secret (proprietary) confidentiality for any information contained in Network Provider's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the ME in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with Section 37. b. below.

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

c. The ME, when required to comply with a public records request including documents submitted by the Network Provider, may require the Network Provider to expeditiously submit redacted copies of documents marked as confidential or trade secret in accordance with Section 37. b. above. Accompanying the submission shall be an updated version of the justification under Section 37. b. correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis from the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be proprietary or trade secret. If the Network Provider fails to promptly submit a redacted copy, the ME is authorized to produce the records sought without any redaction of proprietary or trade secret information.

d. The Network Provider shall be responsible for defending its claim that each and every portion of the redactions of proprietary or trade secret information are exempt from inspection and copying under Florida's Public Records Law.

38. Real Property

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

39. Information Security

a. An appropriately skilled individual shall be identified by the Network Provider to function as its Information Security Officer. The Information Security Officer shall act as the liaison to the ME's and the Department's security staff and will maintain an appropriate level of information security for the ME's and the Department's information systems or any individual served or other confidential information the Network Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Network Provider's access, to ME or Department information systems or any individual served or other confidential information. The Information Security Officer will ensure that any access to the ME or Department information systems or any individual served, or other confidential information is removed immediately upon such access no longer being required for Network Provider's performance under this Contract.

b. The Network Provider shall provide the latest Department Security Awareness Training to all who request or have access, through the Network Provider's access, to ME and/or Department information systems or any individual served or other confidential information.

c. All who request or have access, through all Network Provider access, to ME or Department information systems or any individual served, or other confidential information shall comply with and be provided a copy of CFOP 50-2 and shall sign the Department's Security Agreement form CF 0112 annually or immediately upon hire and annually thereafter. The Network Provider shall maintain a copy of the signed Department Security Agreement form CF 0112 in the personnel file. The Network Provider agrees to submit copies of each signed Department Security Agreement form CF 0112 to the Contract Manager and the ME's Vice President of IT and Data Analytics upon request. A copy of CF 0112

may be obtained from the Contract Manager.

d. The Network 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 CFOP 50-2. The Network Provider shall require the same of all subcontractors.
e. The Network Provider agrees to notify the Contract Manager as soon as possible, but no later than four (4) business days following the determination of any potential or actual unauthorized disclosure or access to ME or Department information systems or to any individual served or other confidential information. The Network Provider shall require the same notification requirements of all subcontractors.
f. The Network Provider shall prevent unauthorized disclosure or access, from or to ME and/or Department information systems or individual served or other confidential information. Individual served or other confidential information on systems and network capable devises shall be encrypted per CFOP 50-2.
g. The Network Provider shall, at its own cost, comply with section 501.171. F.S. The Network Provider shall also, at its own cost, implement measures deemed appropriate by the ME and/or the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to ME or Department information systems or to any individual served or other confidential information. The Network Provider shall adhere to the requirements of the Business Associate Agreement, incorporated herein by reference. A violation or breach of any of the assurances as stipulated in the Business Associate Agreement must constitute a material breach of this Contract.

40. Accreditation

The ME is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the ME has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the ME's Network Providers will take appropriate steps to maintain its accreditation or become fully accredited by June 30, 2021.

41. Notice of Legal Action

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

42. Unauthorized Aliens and Employment Eligibility Verification (E-Verify)

Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the ME for violation of section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The Network 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. Employees assigned to the contract means all persons employed or assigned (including subcontractors) by the Network Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

43. Employment Screening

The Network Provider shall ensure that all staff utilized by the Network Provider and its subcontractors (hereinafter, "Contracted Staff") that are required by Florida law and by CFOP 60-25, Chapter 2, which is hereby incorporated by reference to be screened in accordance with chapter 435, F.S., 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), F.S., as a condition of initial and continued employment that shall include but not be 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 (FDLE);
d. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and
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.

44. Employment Screening Affidavit
The Network Provider shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits shall be signed more than 13 months apart) for the term of the Contract stating that all required staff have been screened or the Network Provider is awaiting the results of screening.

45. Office of Inspector General Request for Reference Check
The Department requires, as applicable, the use of the Officer of Inspector General's Request for Reference Check form (CF 774), which states: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families or a Contract or sub-contract provider, a check with the Office of Inspector General (IG) is required to determine if the individual is or has been a subject of an investigation with the IG's Office. The request will only be made on the individual that is being recommended to be hired for the position if that individual has previously worked for the Contract or sub-contract provider, or if that individual is being promoted, transferred or demoted within the Contract or sub-contract provider."

46. Pride
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, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this Contract, the Network Provider shall be deemed to be substituted for the Department 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, (800) 643-8459.

47. Recycled Products
The Network 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 sections 403.7065, F.S.

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

49. Dispute Resolution

a. The parties agree to cooperate in resolving any differences in interpreting the contract, including but not limited to, individual served eligibility and/or placement into the appropriate level of care, a general dispute arising out of, or relating to this contract, or contesting a financial penalty for failure to comply with requirements of a corrective action plan. Within five (5) working days of the execution of this contract, each party shall designate a Dispute Resolution Officer with the requisite authority to act as its representative for dispute resolution purposes and provide that information to the other party.
b. Within five (5) working days from delivery to the Dispute Resolution Officer of the other party of a written request for dispute resolution, the representatives will conduct a face-to-face meeting to resolve the disagreement amicably. If the parties are not able to meet within the five (5) working days due to scheduling difficulties, the meeting shall occur as mutually agreed to by the parties, but no later than ten (10) working days from the date of receipt of the written request for dispute resolution. If the representatives are unable to reach a mutually satisfactory resolution at the face-to-face meeting, the dispute resolution process in Section 49.c. shall be followed. In the event of a dispute regarding individual served eligibility and/or placement into the appropriate level of care, the dispute shall not preclude the Network Provider from providing the provision of services to eligible individuals until the dispute is resolved.
c. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the President/Chief Executive Officer of the respective parties. Upon referral to this next step, the President/Chief Executive Officer of the parties shall confer in an attempt to amicably resolve the issue. If the President/Chief Executive Officer of the parties cannot resolve the issue, the issue shall be presented at the discretion of the ME either to the Board of Directors Executive Committee and/or the ME's Board of Directors. Should the dispute not be resolved at the Board of Directors Executive Committee and/or the ME's full Board of Directors level, the decision of the ME shall prevail subject to any legal rights that the Network Provider may have and/or wish to exercise. Venue for any court action will be in Miami-Dade County, Florida. This provision shall not limit the parties' rights of termination under Section 10.

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

51. Final Invoice
The final invoice for payment shall be submitted to the ME no more than twenty (20) days, per the requirements stipulated in the Method of Payment section of this Contract, after the contract ends or is terminated. If the Network Provider fails to do so, all rights to payment are forfeited and the ME will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Network Provider and necessary adjustments thereto, have been approved by the ME.

52. Survival of Terms
Unless a provision hereof expressly states otherwise, all provisions hereof concerning obligations of the Network Provider and remedies available to the ME survive the ending date or an earlier termination of this Contract. The Network 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.

53. Governing Law and Venue
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. State Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be in Miami-Dade County, Florida.

54. Electronic Signature. This Contract may be executed by electronic signature as follows:

a. a fax copy of this Contract with a signature page that displays the image of a handwritten signature; or
b. a digital file that is transmitted by one party to the other which, when displayed on an electronic video display terminal, presents an image of this Contract with a signature page bearing the image of a handwritten signature: or,
c. electronic signatures, whether digital or encrypted, have the same force and effect as manual signatures.

55. All Terms and Conditions Included
This contract and it attachments, I, II, & III and any exhibits referenced in said attachments, together with any documents incorporated by reference, including the ME prime contract (which can be found at http://www.thrivingmind.org), contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken. In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

a. Attachment I through Attachment III, Exhibits, the Business Associate Agreement;
b. Any documents incorporated into any Exhibit or Attachment by reference or included as a subset thereof;
c. This Standard Contract;
d. Any documents incorporated into this Contract by reference

Signature Page Follows

THRIVING MIND SOUTH FLORIDA

Contracting as South Florida Behavioral Health Network, Inc.

BY SIGNING THIS CONTRACT, THE PARTIES AGREE THAT THEY HAVE READ AND AGREE TO THE ENTIRE CONTRACT, AS DESCRIBED IN SECTION 55. ABOVE.

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.

NETWORK PROVIDER: MIAMI-DADE COUNTY THROUGH MIAMI-DADE FIRE RESCUE DEPARTMENT

SIGNED BY: _____

NAME: James Reyes

TITLE: Chief of Public Safety

DATE: 3/21/2024

Federal Tax ID# (or SSN) _____

SOUTH FLORIDA BEHAVIORAL HEALTH NETWORK, INC.

SIGNED BY: John W. Newcomer, M.D.

Digitally signed by John W. Newcomer, M.D.
Date: 2024.03.22 19:13:08 -04'00'

NAME: John W. Newcomer, M.D.

TITLE: President and CEO

DATE: _____

Network Provider Fiscal Year Ending Date 30-Sept

ATTACHMENT I

A. Services to be Provided

1. Program/Service Specific Terms

(1) "Behavioral Health Services" are mental health services and substance abuse prevention and treatment services as defined by s. 394.9082(2)(a), F.S., and in Chapter 397. F.S.

(2) "Block Grants": The Community Mental Health Block Grant (CMHBG), pursuant to 42 U.S.C. s. 300x, et. seq., and the Substance Abuse Prevention and Treatment Block Grant (SAPTBG), pursuant to 42 U.S.C. s. 300x-21, et. seq.

(3) "Care Coordination" means the implementation of deliberate and planned organizational relationships and service procedures that improve the effectiveness and efficiency of the behavioral health system by engaging in purposeful interactions with individuals who are not yet effectively connected with services to ensure service linkage. Examples of care coordination activities include development of referral agreements, shared protocols, and information exchange procedures. The purpose of care coordination is to enhance the delivery of treatment services and recovery supports and to improve outcomes among priority populations.

(4) "Child Welfare Integration and Support Team" (CWIST) Child Welfare Integration and Support Team (CWIST) assists families under the investigation of Department of Children and Families. The CWIST responds to the needs of families in Miami-Dade County while promoting the integration of behavioral health services, substance abuse services, and child welfare systems. The CWIST consists of a clinician and family navigator that will respond to requests by the Florida Department of Children and Families to assist in case consultation and care coordination for families under investigation. The CWIST approach is to facilitate the assessment of the family and determine needed interventions by providing immediate consultation through teamwork with Subject Matter Experts, individuals from specific professional disciplines, Florida Department of Children and Families, and other involved stakeholders.

(5) "Citrus Family Care Network" is the Southern Region's (Circuit 11 & 16) Lead Agency for Community Based Care provider under contract with the State of Florida Department of Children and Families for the child protection and child welfare system.

(6) "Collaborative Planning Group Systems, Inc." is the entity contracted with the Department of Children and Families that maintains the database called Performance Based Prevention System (PBPS) that Network Providers contracted to provide substance abuse prevention services must utilize to upload substance abuse prevention data required by this contract.

(7) "Continuous Quality Improvement" is an ongoing, systematic process of internal and external improvements in service provision and administrative functions, taking into account both in process and end of process indicators, in order to meet the valid requirements of Individuals

Served.

(8) "Contract Manager" is the ME employee who is responsible for enforcing the compliance with administrative and programmatic terms and conditions of a contract. The Contract Manager is the primary point of contact through which all contracting information flows between the ME and the Network Provider. All actions related to the contract must be initiated by or coordinated with the Contract Manager.

(9) "Co-occurring Disorder" is any combination of mental health and substance use in any individual, whether or not they have been already diagnosed.

(10) "Co-occurring Disorder Service Capability" is the ability of any program to organize every aspect of its program infrastructure (policies, procedures, practices, documentation, and staff competencies), within its existing resources, to provide appropriately matched, integrated services to the individuals and families with co-occurring disorders that are routinely presenting for care in that program. Should services not be available at the Network Provider then then the individual served must be linked to an agency with the capability to meet the individual served needs.

(11) "Coordinated System of Care", as described in section 394.4573, F.S.is the full array of behavioral and related services in a region or community offered by all service providers, whether participating under contract with a Managing Entity or by another method of community partnership or mutual agreement.

(12) "Cost Analysis" is the review of the proposed cost elements to determine if they are necessary, allowable, appropriate and reasonable.

(13) "Cultural and Linguistic Competence" is a set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professional that enable effective work in cross-cultural situations that provides services that are respectful and/or responsive to cultural and linguistic needs.

(14) "Department" means the State of Florida Department of Children and Families.

(15) "Electronic Health Record (EHR)" is defined in s. 408.051(2)(a), F.S.

(16) "Evidenced-Based Practices (EBP) are programs, practices or strategies that are supported by research. EBP's are programs that have demonstrated effectiveness with established generalizability (replicated in different settings and with different populations over time) through research. The Department has established two options. For a list of approved registries used to identify, evaluate, and select EBP programs and strategies, refer to the Department's Guidance Document 1, Evidence Based Guidelines available at the following link:

Managing Entities | Florida DCF (myflfamilies.com)

Note: Click on FY23-24 ME Templates and click on Guidance Document 1, Evidence Based Guidelines

(17) "FASAMS DCF Pamphlet 155-2" is the Florida Department of Children & Families, Pamphlet 155-2 - Mental Health and Substance Abuse Measurement and Data means a document promulgated by the Department that contains required data-reporting elements for substance use and mental health services, and which can be found at: https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities

(18) "Financial and Services Accountability Management System (FASAMS)" is the Department's information management and fiscal accounting system for providers of community substance use and mental health services.

(19) "Forensic Mental Health Services" are services provided to individuals with mental illness pursuant to Chapter 916, Florida Statutes.

(20) "HIPAA" is the acronym for Health Insurance Portability and Accountability Act and must mean the Privacy, Security, Breach Notification, and Enforcement Rules at 42 U.S.C. §1320d, and 45 C.F.R. Parts 160, 162, and 164.

(21) "Individual(s) Served" (synonymous with Client, Consumer, Participant) is an individual who receives substance use or mental health services, the cost of which is paid, either in part or whole, by Department appropriated funds or local match (matching).

(22) "Knight Information Software (KIS)"is the ME's online data system which Network Providers that do not have their own data system are required to use to collect and report data and performance outcomes on individual served whose services are paid for, in part or in whole, by the ME's contract, Medicaid, local match, Temporary Assistance for Needy Families (TANF), Purchase of Therapeutic Services (PTS) and Title 21. The KIS, or other system designated by the ME, must be utilized to upload individual served-related data as required by this contract.

(23) "Lead Agency for Community-Based Care (CBC)" is an agency under contract with the Florida Department of Children and Families that provides care for children in the child protection and child welfare system.

(24) "Local Match" means funds received from governing bodies of local government, including city commissions, county commissions, district school boards, special tax districts, private hospital funds, private gifts both individual and corporate, and bequests and funds received from community drives or any other sources.

See § 394.67, F.S. F.S. and 65E-14.005, F.A.C.

(25) "Managing Entity (ME)" as defined in section 394.9082(2)(e), F.S., is a corporation selected by and under contract with the Department to manage the daily operational delivery of

behavioral health services through a coordinated system of care.

(26) "Mental Health Services" is defined pursuant to Chapter 394.67 (15), F.S.

(27) "Motivational Support Program" are services provided in Monroe County designed to reduce the incidence of child abuse and neglect resulting from parents' or caregivers' behavioral health and to improve outcomes for families in the child welfare system and/or community-based care.

(28) "Network Provider" is an entity that contracts with the ME and receives funding to provide services to eligible individuals; in this contract the Network Provider is synonymous with network service providers, provider or subcontractor.

(29) "Outcome for Individual Service Recipient" is a measure of the quantified result, impact, or benefit of services on the individual service recipient.

(30) "PBPS" is the Department's Performance Based Prevention System that collects data related to community assessments and plans and substance use prevention programs and activities.

(31) "Performance Measures" are quantitative indicators, outcomes and outputs that are used by the Department to objectively measure performance and are used by the ME and Network Providers to improve services.

(32) "Prevention" refers to the proactive approach to preclude, forestall, or impede the development of substance use or mental health related problems. These strategies focus on increasing public awareness and education, community-based processes, and incorporating evidence-based practices. Additional guidance regarding prevention services can be found in the Department's Guidance Document 10, Prevention Services and is available at the following link:

Managing Entities | Florida DCF (myflfamilies.com)

Note: Click on FY23-24 ME Templates and click on Guidance Document 10, Prevention Services

(33) "Prime Contract" is the contract between the Department of Children and Families and the ME.

(34) "Program Descriptions" are the documents the Network Provider prepares and submits to the ME for approval prior to the start of the contract period, which provide detailed description of the services to be provided under the contract pursuant to Rule 65E-14, F.A.C. It includes but is not limited to the Network Provider's organizational profile, the service activity description, a detailed description of each program and covered service funded in the contract, the geographic service area, service capacity, staffing information, and target population to be served.

(35) "Projects for Assistance in Transition from Homelessness (PATH)" is a federal grant to support homeless individuals with mental illnesses, who may also have co-occurring substance use and mental health treatment needs.

(36) "Protected Health Information" (PHI) relates to any information whether oral or recorded in any form or medium that is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

(37) "Provider Network" (subcontractor or Network Provider) refers to the group of direct service providers, facilities, and organizations under contract with a ME to provide a comprehensive array of emergency, acute care, residential, outpatient, recovery support, and support services including prevention services and any other services purchased by this contract. See section 394.9082, F.S.

(38) "Quality Assurance" is a process that measures performance in achieving pre-determined standards, validates internal practice, and uses sound principles of evaluation to ensure that data are collected accurately, analyzed appropriately, reported correctly and acted upon in a timely manner. The process may employ peer review, and outcomes assessment to assess quality of care.

(39) "Quality Improvement/Continuous Quality Improvement" is a management technique to assess and improve internal operations and network services. It focuses on organizational systems rather than individual performance and seeks to continuously improve quality. The process involves setting goals implementing systematic changes, measuring outcomes, and making subsequent appropriate improvements. Quality improvement activities will assess compliance with contract requirements, state and Federal law and associated administrative rules, regulations, and operating procedures and validate quality improvement systems and findings.

(40) "Representative Payee" refers to an entity/individual that is legally authorized to receive Supplemental Security Income, Social Security Income, Veterans Administration benefits, or other federal benefits on behalf of an individual who is unable to manage or direct the management of his or her benefits.

(41) "SAMH" stands for the Substance Abuse and Mental Health Programs within the Department.

(42) "Seclusion and Restraint Data System" referred to as SANDR in the Florida Department of Children and Families Pamphlet 155-2, is the Department of Children and Families' web-based data system used to collect and report the frequency and types of seclusion and restraint events that involve persons served in state-contracted and non-state contracted community substance use and mental health programs, and state mental health treatment

facilities. All facilities, as defined in section 394.455(10), F.S., are required to report each seclusion and restraint event to the Department of Children and Families in accordance with but not limited to Rule 65E-5.180, F.A.C.

(43) "SOAR" stands for Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach, Access and Recovery and is a Substance Abuse and Mental Health Services Administration (SAMHSA) technical assistance initiative designed to help individuals increase earlier access to SSI and SSDI through improved approval rates on initial Social Security applications by providing training, technical assistance, and strategic planning to Network Providers.

(44) "Stakeholder(s)" are individuals/groups with an interest in the provision of treatment services for substance use, mental health services, co-occurring disorders and prevention services in the county(ies) outlined in Section A.2.c.(2), of this Contract.

(45) "Statewide Inpatient Psychiatric Programs (SIPP)"" are residential inpatient facilities under contract with the Agency for Health Care Administration (AHCA) under the Medicaid Institutes for Mental Disease (IMD) 1915B waiver for children under age 18 to provide diagnostic and active treatment services in a secure setting.

(46) "Substance abuse" as defined in Chapter 397, F.S., means the misuse or abuse of, or dependence on alcohol, illicit drugs, or prescription medications. As an individual progresses along this continuum of misuse, abuse, and dependence, there is an increased need for substance abuse intervention and treatment to help abate the problem.

(47) "Substance Abuse and Mental Health Information System (SAMHIS)" is the Department's web-based data system for reporting data such as but not limited to, Demographic, Temporary Assistance to Needing Families data, Seclusion and Restraint data and Incident reports by the Managing Entity and all Network Service Providers in accordance with this contract.

(48) TANF Participant" is a person or family member of that person defined in 45 C.F.R. Part 260.30 and section 414.1585 and subsection 414.0252(9), F.S.

(49) "Temporary Assistance to Needy Families (TANF)" as defined by 42 U.S.C. ss. 601, et. seq., and ch. 414, F.S., is a federal block grant component which provides funding to states to help move recipients into work. In the context of the Department, Office of Substance Abuse and Mental Health (SAMH), TANF is a funding stream for providing substance use disorder services or mental health services to families receiving TANF cash assistance benefits.

(50) "Third Party Payer" means commercial insurers such as workers' compensation, TRICARE, Medicare, Health Maintenance Organizations, Managed Care Organizations, or other payers liable, to the extent that they are required by contract or law, to participate in the cost of providing services to a specific individual.

(51) "Warm Hand-off" as defined by the U.S. Department of Health and Human Services is a transfer of care between two members of the health care team, where the handoff occurs in front of the patient and family. This transparent handoff of care allows patients and families to hear what is said and engages patients and families in communication, giving them the opportunity to clarify or correct information or ask questions about their care. Warm handoffs engage the patient through structured communication and improve safety by helping prevent communication breakdowns.

2. General Description

a. General Statement

The services provided under this contract are community-based behavioral health services for a person-centered and family-focused recovery-oriented coordinated system of care (ROSC). A ROSC is a value-driven framework to guide transformation of a behavioral health system of care as described in Exhibit BH, Recovery Management Practices. The contract requires a qualified, direct service, community-based Network Provider who will provide services for children, adolescents, and adults as applicable, with behavioral health issues as authorized in section 394.9082, F.S., consistent with Chapters 394, 397, 916, section 985.03, F.S. (as applicable) and consistent with the Prime Contract (ME's contract with the Department), which is incorporated herein by reference.

The Network Provider must work in partnership with the ME to better meet the needs of individuals with co-occurring substance use and mental health disorders and expand its array of services to provide trauma informed care, as appropriate. The partnership process will be open, transparent, dynamic, fluid, and visible. The process must also serve as an opportunity for collaboration to continuously improve the quality of services. During the course of the contract period, the ME will require that the Network Provider participate in the process of improving co-occurring disorder service capability system wide, trauma informed care services and ensure the integration of behavioral health services and primary care services to all the individuals in care in coordination with a Federally Qualified Health Center or other medical facility as required by this Contract.

The Network Provider must work in collaboration and must assist, upon request of the ME, in fulfilling its contractual obligations pursuant to the Prime Contract with the Department of Children and Families including but not limited to the following functions:

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

b. Authority

Section 394.9082, F.S., and the Prime Contract provides the ME with the authority to contract for

these services.

c. Scope of Service

The following scope of service applies to the contract period and any renewal or extension:

(1) The Network Provider is responsible for the administration and provision of services to the target population(s) indicated in **Exhibit A, Individuals to be Served**, and in accordance with the tasks outlined in this contract. Services must also be delivered at the locations specified in, and in accordance with the Program Description, as required by Rule 65E-14, F.A.C., which is herein incorporated by reference, and maintained in the ME's Contract Manager's file.

(2) Unless otherwise authorized by the ME, services are to be delivered in the following county(ies):

X Miami-Dade County
Monroe County
Broward County

d. Major Contract Goals

The ME's goals for the SAMH Programs funded by this Contract are to improve access to care and promote service continuity and to support efficient and effective delivery of services, furthermore, the Florida Department of Children and Families is committed to partnering with stakeholders to transform Florida's substance use and mental health system into a recovery-oriented system of care (ROSC), and are as follows:

(1) Provide access to quality, recovery-oriented and community-based services and supports for persons with behavioral health disorders.

(2) Community-based health and prevention promotion by encouraging overall emotional health and wellness and preventing substance use, reduce the spread of infectious diseases, prevent and reduce attempted and completed suicides, and reduce opioid related overdose deaths.

(3) Integrate the Child Welfare and behavioral health systems.

(4) Improve co-occurring capability, trauma informed care, cultural and linguistic competence, ensure the integration of behavioral health and primary health care services and expertise in all programs.

(5) For funded substance use prevention services, the intent of substance use prevention is to promote and improve the behavioral health of Florida's Southern Region communities by strategically applying substance use prevention programs, and environmental strategies that are relevant to community needs as defined in a ME approved Comprehensive Community Action Plan (CCAP). The CCAP can be provided upon request to the ME's Director of Prevention Services Director.

e. Minimum Programmatic Requirements

The Network Provider must maintain the following minimum programmatic requirements:

(1) System of Care

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

(a) Be driven by the needs and choices of the individuals served;

(b) Promote family and personal self-determination and choice;

(c) Be ethically, socially, and culturally responsive; and

(d) Be dedicated to excellence and quality results.

There is a commitment to improve access to care, promote service continuity, support efficient and effective delivery of services that utilize evidence-based practices, recovery-oriented, and peer involved approaches in accordance with priorities established by the ME and the Department for substance use, mental health treatment and/or co-occurring disorders and, substance use prevention services.

(2) Guiding Principles

Guiding principles specify that services are as follows:

(a) Inclusive - involve and engage families and individuals served as full partners to participate in the planning and delivery of services;

(b) Comprehensive - incorporating a broad array of service and supports (e.g. physical, emotional, clinical, social, educational, community and spiritual);

(c) Individualized - meeting the individual's exceptional needs and strengths;

(d) Strengths based – focus on the strengths of the individual served, not their deficits;

(e) Community-based - provided in the least restrictive, clinically appropriate setting;

(f) Coordinated both at the system and service delivery levels to ensure that multiple services are provided and change as seamlessly as possible when warranted;

(g) Cultural and linguistic competent;

(h) Gender responsive;

(i) Sexual orientation; and

(j) Recovery-oriented and recovery-supported.

3. Individuals to be Served

See **Exhibit A, Individuals/Participants to be Served**

B. Manner of Service Provision

1) Service Tasks

The following tasks must be completed for each fiscal year covered in the contract period.

a. Task List

(1) Based on individual needs, the Network Provider agrees to provide appropriate services from the list of approved programs/activities described in **Exhibit M-1, Services to be Provided, Exhibit BL, Guidance 41, Coordinated Opioid Recovery (CORE) Network of Addiction,** and the description of such services specified in the approved Program Description as required by Rule 65E-14, F.A.C. Any change in the array of services must be justified in writing and submitted to the ME's Contract Manager for review and approval.

(2) The Network Provider must serve the number of persons indicated in **Exhibit M-1, Services to be Provided.** Failure to meet the minimum numbers served may result in a corrective action and an imposed financial penalty as described in the Standard Contract.

(3) The Network Provider must assure the delivery of services is based on Evidence-Based Practices implemented with fidelity and in accordance with the approved Program Descriptions.

(4) The Network Provider must develop and implement policies so that all applicable providers' employees abide by the terms and conditions of **Paragraph 39.**, Information Security, of the Standard Contract. The Network Provider must submit to the Managing Entities Contract Manager, by **04/01/2024,** an attestation that all applicable Network Provider employees and subcontractors who have access to ME and Department information systems have completed the Security Agreement form as required in **Paragraph 39.** Information Security, of the Standard Contract.

(5) For licensable services purchased by this Contract, the Network Provider must have and maintain correct and current Department of Children and Families, as required by Rule 65D-30, F.A.C., Licensure Standards for Substance Abuse Services and Agency for Health Care Administration (AHCA) licenses and only bill for services under those licenses. In the event any of the Network Provider's license(s) is suspended, revoked, expired or terminated, the ME must suspend payment for services delivered by the Network Provider under such license(s) until said license(s) is reinstated.

(6) Network Providers serving persons with substance use disorders must use the American

Society of Addiction Medicine (ASAM) to determine placement and level of care as required by FASAMS DCF Pamphlet 155-2.

(7) Should the ME conduct a mock emergency drill, the Network Provider must participate by activating their emergency/disaster plan and reporting on preparedness activities, response activities, and post-recovery activities.

(8) By **04/01/20224**, the Network Provider must submit to the ME's Contract Manager a Civil Rights Compliance Checklist (CF0946).

(9) By **04/01/2024**, the Network Provider must submit to the ME's Contract Manager a Civil Rights Certificate (CF707), signed a dated by the Network Provider's contract signer.

(10) By **N/A,** the Network Provider must submit to the ME's Contract Manager a *Quality Assurance Plan* that details how the Network Provider will ensure and document that quality services are being provided to the individuals served, which is herein incorporated by reference. The Network Provider must submit updates as amended of the Quality Assurance Plan within thirty (30) days of adoption. The Quality Assurance Plan should address the minimum guidelines for the Network Provider's continuous quality improvement program, including, but not limited to:

(a) Individual care and services standards to include transfers and referrals, co-occurring supportive services, trauma informed services, cultural and linguistic competence, integrated care, recovery-oriented system of care principles.

(b) Individual records maintenance and compliance.

(c) Staff development standards.

(d) Service-environment safety and infection control standards.

(e) Peer review procedures.

(f) Incident reporting policies and procedures that include verification of corrective action and a provision that specifies that a person who files an incident report, in good faith, may not be subjected to any civil action by virtue of that incident report.

(g) Fraud, waste, abuse and other potential wrongdoing auditing, monitoring, and remediation procedures.

(h) Evidence-based practices (EBPs) utilized by the agency and how these EBPs are monitored to ensure fidelity to the model.

(i) The Continuous Quality Improvement Initiatives identified in Section B.1.a.(22) below.

(11) By **N/A**, the Network Provider must submit its action plan on a template provided by the ME based on the results of the most recently completed Self-Assessment/Planning Tool for Implementing Recovery-Oriented Services (SAPT) and the Recovery Self-Assessment-R (RSA-R.) as required in Section B. 1.a (19) (a), Recovery Management Practices. The action plan will outline tasks and objectives that the Network Provider must address during the fiscal year that were identified in the self-assessments as needing improvement.

(13) The Network Provider should operate under a "no wrong door" model as defined in s. 394.4573, F.S., as well as the other guiding principles of ROSC. The network provider must also participate in all implementation activities and Technical Assistance provided by the Florida Department of Children and Families and the ME.

(14) Linkage and Referral Process

(a) The Network Provider's policies and procedures must address the referral and linkage process which include a "warm handoff" when referring individuals to all levels of services. This includes, but is not limited to, referrals within a Network Provider from one level of care to another, i.e. residential to outpatient; referrals outside of the Network Provider when a service is not offered by the Network Provider; and referrals to services upon discharge from the Network Provider, regardless if a planned or unplanned discharge. This also includes when an individual presents at the Network Provider for a service; however, they are not actually admitted to the service for varying reasons. Such referral services include, but are not limited to, detoxification services, linkages with community programs such as housing, employment, parenting supports, and primary health care.

(b) A warm handoff consists of the Network Provider coordinating and facilitating the individual's admission to the next appropriate level of care by direct communication and follow-up with the receiving provider. These efforts must be documented and maintained in the individual's clinical record and should include detailed information including dates, times, and names of people spoken to.

(c) When a referral is made for a service at another provider with the expectation to return to the referring provider, i.e. detoxification, the referring Network Provider should initiate the warm handoff and maintain follow-up with the receiving provider to coordinate entry back to the referring Network Provider. This must be documented and maintained in the individuals' clinical record and should include detailed information including dates, times,

names of people spoken to, and final disposition, i.e. date returned or justification when not returning.

(15) The Network Provider must ensure provision of services to individuals with special needs

The Network Provider must ensure the coordination of specialty services including employability skills training and linkage, victimization and trauma services, infant mental health services, and services to families in recovery. The Network Provider must also ensure the availability of appropriate services to individuals with special needs such as those who are blind, deaf or hard of hearing, developmentally disabled, physically handicap, criminally involved, or individuals with forensic involvement. The ME reserves the right to modify this list as the needs of the individuals change.

(a) The Network Provider must provide early diagnosis and treatment intervention to enhance recovery and prevent hospitalization.

(b) The Network Provider must work with the ME, the state, and other stakeholders to reduce the admissions and the length of stay for dependent children and adults with mental illness in residential treatment services.

(16) System of Care Management

The ME system of care staff ensures availability of and access to a broad, flexible array of effective, evidence-informed, community-based services and supports for children, youth, adults and their families that addresses their physical, emotional, social, and educational needs, including traditional and nontraditional services as well as informal and natural supports.

The spectrum of effective, community-based services and supports is organized and coordinated through the Provider Network. The goals of the System of Care management activities include elimination/management of wait lists, the maximum utilization of treatment resources, and the delivery of clinically appropriate services in the least restrictive setting and most cost-effective manner.

System of Care Management includes pre-service authorization for some services as well as management of continued stays and billing validation.

If the Network Provider contracts for services that are managed by the ME, the Network Provider must work in collaboration and assist the ME in fulfilling its contractual obligation and agrees to:

(a) The Network Provider agrees to assist the ME in the reporting and managing of the waiting list for all applicable levels of care:

i. Substance Abuse Residential Treatment Level II
ii. Mental Health Residential Treatment Level II
iii. Care Coordination
iv. Florida Assertive Community Treatment (FACT)
v. Short-term Residential Treatment
vi. Statewide Inpatient Psychiatric Program
vii. Specialized Therapeutic Group Homes

(b) The Network Provider agrees to submit real-time services data when required by the Prime Contract, state and/or federal rules, regulations, or the ME's policies and procedures, the Network Provider must submit to the ME real-time data in KIS Express, or other similar data structure, for services purchased by this contract. The Network Provider agrees to implement the new data reporting system(s) when notified and as directed by the ME.

(c) The Network Provider will have a data system in place that adequately supports the collection, tracking, and analysis of data necessary to perform the system of care management activities, reviews of clinical/administrative performance related to levels of care, clinical outcomes, and adherence to clinical/administrative standards.

(d) The Network Provider agrees to conduct financial screening to ensure maximization of fiscal resources including other third-party payors such as, but not limited to KidCare, Medicaid, Medicare, and other HMOs. These methods may include programs of intervention and/or diversion. System of Care management includes not only managerial and supervisory strategies, methods and tools to ensure timely access to care, but also includes processes to promote continuous improvement to manage resources.

(e) The Network Provider will offer individuals served a multi-level continuum of care services for treatment of behavioral health services and supports within the least restrictive, most normative environments that are clinically appropriate.

(17) Continuous Quality Improvement Programs- For the term of this Contract, this section is strictly for informational purposes only. *The requirements of this section will become effective should the Network Provider enter into future contracts with the ME.*

(a) The Network Provider must maintain a continuous quality improvement program and report on the continuous quality improvement activities. The program is the responsibility of the Director and is subject to review and approval by the governing board of the service Network Provider. Each director must designate a Quality

Assurance Officer/Compliance Officer who will be responsible for the continuous quality improvement program.

The continuous quality Improvement program should objectively and systematically monitor and evaluate the appropriateness and quality of care to ensure that services are rendered consistent with prevailing professional standards and identify and resolve problems.

(b) The quality improvement program must include at minimum:

i. Activities to ensure that fraud, waste and abuse do not occur.

ii. Composition of quality assurance review committees and subcommittees, purpose, scope, and objectives of the continuous quality assurance committee and each subcommittee, frequency of meetings, minutes of meetings, and documentation of meetings.

iii. A framework for evaluating outcomes, including:

1. Output measures, such as capacities, technologies, and infrastructure that make up the system of care.

2. Process measures, such as administrative and clinical components of treatment.

3. Outcome measures pertaining to the outcomes of services;

iv. A system of analyzing those factors which have an effect on performance;

v. A system of reporting the results of continuous quality improvement reviews; and,

vi. Best practice models for use in improving performance in those areas which are deficient.

vii. Establishment of a Seclusion and Restraint Oversight Committee per Chapter 65E-5.180, F.A.C. for agencies utilizing seclusion and/or restraint.

(18) Continuous Quality Improvement Initiatives – For the term of this Contract, this section is strictly for informational purposes only. The requirements of this section will become effective should the Network Provider enter into future contracts with the ME.

(a) Recovery Management Practices

The Network Provider must operate under the principles of a Recovery Oriented System of Care (ROSC) in accordance with the requirements of **Exhibit BH, Recovery**

Management Practices. ROSC principles promote a coordinated network of community-based services and supports that is person-centered, self-directed care, and builds on the strengths and resilience of individuals, families, and communities to achieve improved health, wellness, and quality of life. A ROSC is inclusive of clinical services that are recovery-focused, evidence-based, developmentally appropriate, gender-sensitive, culturally competent, trauma-informed and integrated with a broad spectrum of non-clinical recovery support services. As such, the Trauma Informed Care, Cultural and Linguistic Competence, and Integration of Behavioral Health Services and Primary Care initiatives are components of ROSC and will remain as integral parts of ROSC.

The Network Provider will work with the ME on the implementation of a Recovery Management system of care framework that aligns with the standards in **Exhibit BH**. The Network Provider agrees to conduct self-assessments annually, at minimum, or when directed by the ME, using the SAPT and RSA-R below, report the results to the ME when requested, and develop an action plan based on the results. The action plan should also include action steps toward implementation of the region-specific best practices as directed by the ME.

1) The Network Service Providers must use, at minimum, the following tools to assess recovery-oriented activities:

   i. The Self-Assessment/Planning Tool for Implementing Recovery-Oriented Services (SAPT) available at:

   https://www.usf.edu/cbcs/mhlp/tac/documents/toolkits/self-assessment-tool-recovery-oriented-mental-health.pdf,

   ii. The Recovery Self-Assessment-R (RSA) available at:

   https://medicine.yale.edu/psychiatry/prch/tools/rec_selfassessment, and

2) A Network Provider who employs peers must:

   i. Use the Recovery Capital Scale, available at https://facesandvoicesofrecovery.org/resource/recovery-capital-scale/ , in the recovery planning process.

   ii. Provide standardized training on Recovery Management best practices in employee orientation and refresher training.

   iii. Adhere the terms and conditions pursuant to **Exhibit AO, Peer Service.**

3) As part of the ROSC initiative, The Network Provider must also:

   i. Identify at least two ROSC Champions who will attend trainings and

meetings. The names of the ROSC Champions will be submitted upon request by ME staff. In the event a change in staff occurs, the Network Provider must notify the ME's Contract Manager, in writing within ten (10) calendar days.

ii. Attend scheduled ROSC meetings, trainings and activities to ensure staff and agency become knowledgeable of ROSC.

(b) Integration of Behavioral Health Services and Primary Health Care

Many individuals with behavioral health issues have chronic health conditions and may have neglected their primary health needs for some time. The ME and the Southern Region are committed to developing an integrated system of care that incorporates comprehensive screening and monitoring tools that identify those affected by chronic health conditions and a system of care that meets their needs. Network Providers will be implementing Integrated Primary and Behavioral Health principles within ROSC. The integration will be ensured through linkage from the behavioral health provider with the primary health care provider of the individual through an electronic health record or other means of contact (phone, in person, etc). Referral and linkage processes will be necessary for all individuals who do not have a primary health care provider at entry into the system of care. Follow up and coordination of services are essential to meeting an individual health and behavioral health needs.

(c) Trauma Informed Care

Many individuals with behavioral health issues have experienced trauma that affects their development and adjustment. The ME and the Southern Region are committed to developing a system of care that incorporates comprehensive assessment tools that identify those affected by trauma and a system of care that meets their needs. Network Providers will be implementing Trauma Informed Care (TIC) principles within ROSC. Progress on TIC should continue to be reported in the CQI semi-annual update, and should include, at minimum, required trauma trainings for all staff upon hire, and annually thereafter.

(d) Cultural and Linguistic Competence

It is the goal of the ME to become a culturally and linguistically proficient network, through the full implementation of The National Standards for Cultural and Linguistically Appropriate Services (the National CLAS Standards). The National Culturally and Linguistically Appropriate Services (CLAS) Standards in Health and Health Care are intended to advance health equity, improve quality, and help eliminate health care disparities by establishing a blueprint for health and behavioral health care. In order to accomplish this task, the Network Provider:

1) Collaborate with the ME to identify and utilize the Network Provider's data to (1) identify sub-populations (i.e., racial, ethnic, Lesbian, Gay, Bisexual, Transgender, Questioning, Intersex, or Two-Spirited (LGBTQI-2S), minority groups) vulnerable to disparities and (2) implement strategies to decrease the differences in access, service use, and outcomes among sub-populations. These strategies should include the use of the enhanced National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care.

2) Agrees to implement effective language access services to meet the needs of individuals with limited-English-proficiency, and/or who are deaf or hard-of-hearing and increase their access to behavioral health care by providing sign language, translation, and interpretive services required to meet the communication needs of the individual seeking and or receiving services as required by state and federal laws, including English, Spanish and Creole. Services will meet the cultural needs and preferences of the populations served.

(e) Integration of Behavioral Health and the Child Welfare System

1) The Network Provider will ensure that behavioral health services are available to individuals and families referred by the Community Based Care Organizations (CBC) or by the Department's Child Protective Investigators in cases where behavioral health indicators are present during the initial child abuse/neglect investigation or at any point during child protective supervision or out-of-home care. Priority will be given to cases where a child is at risk for immediate removal or has been removed from the family, with a goal of reunification in the family safety plan.

   Services may also be provided for the enrolled parent(s)'/caregiver(s)' family members, household residents, or significant others in need of behavioral health prevention or treatment services, as well as children in relative placements. For a detailed description of the eligibility criteria please refer to the approved CWIST Protocols and Family Intensive Treatment Team Protocols, herein incorporated by reference, and available upon request to the MEs Contract Manager.

2) The coordination of efforts between the CBC, the ME and Network Providers is essential to the efficient service delivery for child-welfare involved families in behavioral health treatment. The ME and the Southern Region's Lead Agency for Community Based Care Provider are committed to developing an integrated system of care that meets the needs of children and their families. Network Providers will implement the Child Welfare Integration (CWI) initiative through a continuous quality improvement plan or component in the existing agency wide continuous quality improvement plan that delineates participation in the CWI initiative. As part of the plan or component of the plan must include the following:

i. Identification of at least two CWI Champions who will attend trainings and meetings. The names of the CWI Champions will be submitted upon request by ME staff. In the event a change in staff occurs, the Network Provider must notify the ME's Contract Manager, in writing within ten (10) calendar days.

ii. Attendance at scheduled CWI meetings including Integration Workgroup meetings to develop the process for identifying and responding to child-welfare involved families.

iii. Attendance at trainings regarding CWI when notified by the ME. Attendance at applicable trainings will be documented in the Continuous Quality Improvement Updates

iv. Participation in all CWI related activities to ensure staff and agency become knowledgeable of the Child Welfare system.

v. Description of the process to monitor and ensure that requests for any requested reports from the CBC or a CBC Network Provider is provided in a timely manner. The Network Provider must provide the reports within five (5) business days of receipt of the written request from the requestor. In cases of emergencies, (less than 24-hour notice), the supervisor at the Network Provider will accept the telephone call request for the report(s). The supervisor will request and ensure receipt of a written request within twenty-four (24) hours following the initial telephone call.

(f) Accreditation

The Network Provider must take appropriate steps to maintain its accreditation in order to promote best practices and the highest quality of care. The Network Provider must provide the ME with their full accreditation and licensing reports upon request.

Network Provider applicants for licensure and licensed network providers must meet the most current best practice standards related to the licensable service components of the accrediting organization.

Accreditation by an accrediting organization recognized by the Department, as required by Chapter 397, F.S., is a requirement for licensure renewal of clinical substance use treatment services. The licensable substance use treatment components are listed in subsection 65D-30.002 (17), F.A.C.

Failure to meet the accreditation requirements will be considered by the ME to be a breach of this Contract and this contract may be subject to termination.

The Network Provider must participate in all implementation activities and Technical Assistance provided by the Florida Department of Children and Families and the ME.

(19) Continuous Quality Improvement Updates

The Network Provider must submit semi-annual updates, by the dates specified in **Exhibit C, Required Reports**, on the implementation and progress of the following activities:

(a) ROSC Action Plan, including the scores from the SAPT and R-RSA.

(b) Integration of Behavioral Health Services and Primary Care, including evidence of the implementation of integrated care, including warm hand-offs and the process to track and report referrals of individuals from behavioral health to primary care and from primary care to behavioral health services.

(c) Trauma Informed Care, including required trauma trainings for all staff upon hire, and annually thereafter.

(d) Cultural and Linguistic Competence.

(e) Identification of the evidence-based practices (EBPs) utilized by the agency and address how these EBPs are monitored to ensure fidelity to the model.

(f) Participation in trainings and activities relating to the Integration of Behavioral Health and Child Welfare Systems.

(g) Monitoring processes to ensure that licensable substance use, and mental health treatment services are appropriately licensed by either the Florida Department of Children and Families and/or the Agency for Health Care Administration, as applicable prior the start of services;

(20) Care Coordination

Network Providers providing care coordination, are required to implement Care Coordination services as defined in section 394.4573(1)(a), F.S., and specified on the Florida Department of Children and Families Guidance Document 4, Care Coordination, and the ME's Care Coordination Exhibit AC, all documents are incorporated herein by reference and available when requested to the ME's Contract Manager.

Section 394.4573(1)(a), F.S., defines Care Coordination to "mean the implementation of deliberate and planned organizational relationships and service procedures that improve the effectiveness and efficiency of the behavioral health system by engaging in purposeful interactions with individuals who are not yet effectively connected with services to ensure

service linkage. The purpose of care coordination is to enhance the delivery of treatment services and recovery supports and to improve outcomes among priority populations." The priority populations are defined in the Florida Department of Children and Families Guidance Document 4, Care Coordination. Care Coordination serves to assist individuals who are not effectively connected with the services and supports they need to transition successfully from higher levels of care to effective community-based care. Care Coordination is not intended to replace case management.

ME Care Coordination staff identifies individuals eligible for Care Coordination through data surveillance, refer individuals to the Network Provider, track individual's progress through the service continuum, ensure e linkages to a wide range of services and monitor outcome metrics.

The Network Provider is also responsible for the identification of eligible for Care Coordination individuals through internal data surveillance. Upon identification of eligible individuals, the Network Provider refer individuals to their internal Care Coordination services internally, and to the ME Care Coordination Department.

(21) Transitional Voucher Program

The Transitional Voucher project is a flexible, individual served-directed voucher system designed to bridge the gap for persons with behavioral health disorders as they transition from acute or more restrictive levels of care to lower levels of care. The intent of this project is to enable individuals to live independently in the community with treatment and support services based on need and choice and build a support system to sustain their independence, recovery, and overall well-being. For individuals identified as meeting criteria for the transitional voucher project, the Network Provider shall adhere to the Department's Guidance Document 29, the **ME Care Coordination, Exhibit AC**, and the **Exhibit AV, Transitional Voucher Program**.

(22) Financial Audit Reports

(a) The Network Provider must submit financial statements consisting of Balance Sheet and Statement of Activity (income statement) per the schedule and to the individual(s) identified in the **Exhibit C, Required Reports**. The Network Provider agrees to provide the ME with any requests for additional financial statements/documentation.

(b) Network Providers who withhold income taxes, social security tax, or Medicare tax from employee's paychecks or who must pay the employer's portion of social security or Medicare tax must use Form 941, Employer's Quarterly Federal Tax Return, to report those taxes. On a quarterly basis, and by the dates specified in **Exhibit C, Required Reports**, the Network Provider, must submit an attestation that the 941 has been filed timely and any

taxes due have been paid timely to IRS.

(c) The Network Provider must complete and submit the Department-approved Local Match Calculation Form as a supplemental report to the annual financial audit reports as required by Attachment II, Financial and Audit Compliance per the schedule and to the individual(s) identified in the **Exhibit C, Required Reports**. The Department-approved Local Match Calculation Form, Template 9 – Local Match Calculation Form is available at the following website:

Managing Entities | Florida DCF (myflfamilies.com)

Note: Click on FY23-24 ME Templates and click on Reporting Template 9 – Local Match Calculation Form

(23) The Network Provider must ensure that its audit report will include the standard schedules that are outlined in Rule 65E-14, F.A.C. and submitted within the timeframes specified in **Exhibit C, Required Reports**.

(24) The Network Provider must implement and maintain fiscal operational procedures. These must contain but, not be limited to procedures relating to overpayments, charge-backs that directly apply to subcontractors and documentation of cost sharing (match) that comply with state and federal rules, regulations and/or ME policies and procedures and must comply with the requirements in Section 7., Audits, Inspections, Investigations, Records, and Retention.

(25) The Network Provider must make available upon request all plans, policies, procedures, and manuals to ME staff, Department staff, Network Provider staff, and to individuals served/stakeholders if applicable and appropriate.

(26) The Network Provider must comply with Children and Families Operating Procedure 215-8, OVERSIGHT OF HUMAN SUBJECT RESEARCH AND INSTITUTIONAL REVIEW BOARD DESIGNATION. The policy and guidance can be found at: CFOP-215-8.pdf (myflfamilies.com)

Approval from the Department through the ME is mandatory for all research conducted by any employee, contracted organization or individual, or any public or private vendor, even if the aforementioned has their own Institutional Review Board which has granted approval.

(27) The Network Provider must meet with the ME's staff at regularly scheduled or any called meetings when notified by the ME.

(28) The Network Provider must notify the ME within forty-eight (48) hours of conditions related to performance that may interrupt the continuity of service delivery or involve media coverage.

(29) **Referrals and Case Management Services to Individuals Residing in Assisted Living Facilities with a Limited Mental Health License**

(a) The Network Provider agrees to comply with provisions and the reporting requirements of Exhibit L, Assisted Living Facilities with a Limited Mental Health License, if services to such residents are offered.

(b) It is unlawful to knowingly refer a person for residency to an unlicensed assisted living facility; to an assisted living facility the license of which is under denial or has been suspended or revoked; or to an assisted living facility that has a moratorium pursuant to part II of chapter 408. Referrals to unlicensed facilities are not lawful and subject to sanctions by the Agency of Health Care Administration (AHCA).

(c) The Network Provider is directed to only refer individuals receiving mental health services to Assisted Living Facilities with a Limited Mental Health License. It is the referring Network Provider's responsibility to verify licensure. AHCA licenses can be verified at the following website:

http://www.floridahealthfinder.gov/facilitylocator/FacilitySearch.aspx

(30) Community Resource Manual

The Network Provider must assist the ME in developing and maintaining the Community Resource Manual. This manual must be available for use by individuals served within each subcontractor location where services are provided.

(31) Work and Social Opportunities for Peer Specialists

Nationwide, health systems have accepted peers as a valuable part of the workforce. A shift to a more person-centered approach, a focus on integrated health, and a demand for more workers have increased the role peer specialists play in Florida's mental health and substance use systems. In keeping with Florida's goal of increasing the number of peer specialists, the Network Provider is encouraged to provide employment and social opportunities to individuals who have lived experience of mental health and/or substance use conditions and/or lived experience of trauma.

If the Network Provider employs Peer Specialists anytime during the term of this Contract with funding from this Contract, the Network Provider must adhere the terms and conditions pursuant to **Exhibit AO, Peer Services**.

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

(a) At the ME's request, the Network Provider will assist the ME in engaging local stakeholders, per section 394.9082 F.S., in its support activities for the Department's local plans.

(b) The Network Provider must work with the ME to provide performance, utilization, and other information for the Department's Substance Abuse and Mental Health Services Plan, and annual updates thereof, and to provide appropriate information for the Department's Long-Range Program Plan and its Annual Business Plan.

(33) Community Person Served Satisfaction Survey (if applicable)

The Network Provider must conduct satisfaction surveys of individuals served pursuant FASAMS DCF Pamphlet 155-2. The Network Provider must utilize a Department-approved satisfaction survey instrument. Failing to provide the required number of satisfaction surveys and/or utilizing a survey instrument other than that approved by the Department will result in a corrective action and an imposed financial penalty as described in the Standard Contract.

(34) Department-Sponsored Surveys

The Network Provider must participate in any Department-sponsored satisfaction surveys.

(35) Individual Served Trust Funds (CTF)

(a) The Network Provider must submit a letter to the Contract Manager certifying that they either are or are not the representative payee for Supplemental Security Income, Social Security Administration, Veterans Administration, Food Stamps, or other federal benefits on behalf of an individual served by **N/A.**

(b) If the Network Provider is the representative payee for Supplemental Security Income, Social Security Administration, Veterans Administration, or other federal benefits on behalf of the individual served, the Network Provider must comply with the applicable federal laws including the establishment and management of individual trust accounts (20 C.F.R. 416 and 31 C.F.R. 240).

(c) Any Network Provider assuming responsibility for administration of the personal property and/or funds of individuals served must follow the Department's Accounting Procedures Manual 7 APM, 6, incorporated herein by reference. Department or the ME personnel or their designees upon request may review all records relating to this section. Any shortages of funds in an individual served account that are attributable to the Network Provider must be repaid, plus applicable interest, within one (1) week of the determination.

(d) All reports specified in the Department's Accounting Procedures Manual 7 APM, 6, must be maintained onsite and available for review by Department or ME staff, and must be submitted to the ME upon request.

(e) The Network Provider must also maintain and submit documentation of all

payment/fees received on behalf of SAMH individuals served receiving Supplemental Security Income, Social Security Administration, Veterans Administration, Food Stamps, or other federal benefits upon request from the ME.

b. Task Limits

The Network Provider must perform services in accordance with applicable, rules, statutes, licensing standards and policies and procedures.

The Network Provider agrees to abide by the approved Program Description, and is not authorized by the ME to perform any tasks related to the services purchased by this Contract other than those described in the approved Program Description and in this contract, without the express written consent of the ME. The Network Provider must ensure that services are performed in accordance with applicable rules, statutes, and licensing standards.

1. Staffing Requirements

a. Staffing Levels

(1) The Network Provider must maintain staffing levels in compliance with applicable rules, statutes, licensing standards and policies and procedures. See **Exhibit F, SAMH Programmatic State and Federal Laws, Rules, and Regulations**.

(2) The Network Provider must engage in recruitment efforts to maintain as much as possible staff with the ethnic and racial composition of the individuals served. The ME, at its sole discretion may request documentation evidencing recruitment efforts.

b. Professional Qualifications

(1) The Network Provider must comply with applicable rules, statutes, requirements, and standards with regard to professional qualifications. **See Exhibit F, SAMH Programmatic State and Federal Laws, Rules, and Regulations.**

(2) The Network Provider must provide employment screening for all mental health personnel and all chief executive officers, owners, directors, and chief financial officers of service Network Providers using the standards for Level II screening set forth in Chapter 435, and s. 408.809 F.S., except as otherwise specified in s. 394.4572(1)(b)-(d), F.S. 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 who have direct contact with individuals held for examination or admitted for mental health treatment.

(3) Additionally, the Network Provider must provide employment screening for substance use personnel using the standards pursuant to Chapter 397.4073, F.S.,

(4) Network Providers who have programs for children are required to meet the requirements of s. 39.001(2), (a) and (b) F.S.

c. Staffing Changes

The Network Provider must notify the ME's Contract Manager, in writing within ten (10) calendar days of staffing changes regarding the positions of Chief Executive Officer, Chief Financial Officer, Medical Director, Clinical Director, IT Director, Dispute Resolution Officer, Data Security Officer, and Single Point of Contact (section 504 of the ADA), or any individuals with similar functions.

d. Subcontractors

(1) This contract allows the Network Provider to subcontract for the provision of services related to the performance required under this Contract, subject to the provisions relating to Assignments and Subcontracts in the Standard Contract and referenced therein. Written requests by the Network Provider to subcontract for the provision of services under this contract will be routed through the ME's Contract Manager for approval. The ME is not obligated nor, will it pay for any services delivered prior to its written approval of the act of subcontracting. The act of subcontracting will not in any way relieve the Network Provider of any responsibility for the contractual obligations of this contract. The pre-approval process applies to Subcontractors and not Independent Contractors as defined below.

(2) The ME has adopted the following definitions for vendors, subcontractors and/or independent contractors who are contracted by the Network Provider to do work contemplated under this contract:

(a) Vendor: A person or company offering something for sale.

(b) Subcontractor: A business to business relationship; contracting a business or person outside of one's own company to do work as part of a larger project.

(c) Independent Contractor: a person who is in an independent trade, business, or profession in which they offer their services and/or expert advice to an individual or organization. The general rule is that an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done. The earnings of a person who is working as an independent contractor are subject to Self-Employment Tax.

(3) The Network Provider shall that ensure that block grant funding is not expended on the restricted activities pursuant to pursuant to 45 CFR s. 96.135, 42 U.S.C. s. 300x-5, and 42 U.S.C. s.300x-31. Restricted activities include, but are not necessarily limited to, the following. Network Providers may consult the ME for technical assistance to address allowability of specific cases before subcontracting. Refer to section D. Special Provisions, Federal Block Grant Requirements.

(4) Any vendor, subcontractor, or independent contractor the Network Provider contracts to do work contemplated under this contract, and who meets the definition of a Business Associate as defined in 45 C.F.R. 160.103, must sign a legally binding document with the Network Provider that contains the same restrictions and conditions of the Business Associate Agreement between the Network Provider with the ME. The binding document must meet the requirements of 45 C.F.R. s.164.504(e), Standard: Business Associate Contracts, the

Privacy Rule, the Security Rule, the Breach Notification Rule, the Health Information Technology for Economic and Clinical Health ("HITECH") Act, the provisions included in the Network Provider's Business Associate Agreement with the ME, the ME's contractual requirements, and other laws and regulations pertaining to access, use, disclosure, and management of Protected Health Information ("PHI") without limitation, PHI in an electronic format (EPHI) created, received, maintained, or transmitted by the Network Provider or its subcontractors incidental to Network Provider's performance of this Contract.

(5) All agreements, for services contemplated under this contract, must adopt the applicable terms and conditions of the Network Provider's contract with the ME, including but not limited to, any Federal block grant requirements. In addition, all subcontract agreements must contain the applicable terms and conditions, and any amendments thereto, found in the ME's contract with the Department (Prime Contract), which is incorporated herein by reference. Subcontract agreements must include a detailed scope of work; term of the agreement, method of payment, clear and specific deliverables; and performance standards.

(6) The Network Provider must maintain individual subcontractor files for each subcontractor and provide a copy of all subcontract's agreements prior to the execution of those subcontracts and any amendments to the ME's Contract Manager.

(7) All independent contractor agreements, and subcontractor agreement, vendor agreements, and business associate agreements, or other legally binding agreements, for work contemplated under this contract must be available upon request by ME staff and at the time of monitoring.

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

(9) The Network Provider must not subcontract for substance abuse/mental health services with any person, entity, vendor, purchase orders or any like purchasing arrangements that:

(a) is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity in accordance with s. 287.133. F.S.;

(b) is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on their ability to provide services, or which adversely reflects their ability to properly handle public funds;

(c) has had a contract terminated by the Department or ME for failure to satisfactorily perform or for cause;

(d) has failed to implement a corrective action plan approved by the ME, the Department, or any other governmental entity, after having received due notice, or

(e) is ineligible for contracting pursuant to the standards in s. 215.473, F.S.

(10) Regardless of the amount of the subcontract, the Network Provider must immediately terminate a subcontract for cause, if at any time during the lifetime of the agreement/subcontract, a subcontractor, **person, entity, vendor, purchase orders or any like purchasing arrangements, is:**

(a) Found to have submitted a false certification under s. 287.135, F.S., or
(b) Placed on the Scrutinized Companies with Activities in Sudan List or
(c) Placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or
(d) Placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(11) Unless the Department agrees to an alternative payment method as authorized in section 394.74, F.S., and prior to entering into any subcontract, or an amendment which modifies the previously negotiated unit cost rate or adds additional covered services, the Network Provider must conduct a cost analysis for said subcontract, in accordance with Rule 65E-14. F.A.C. A cost analysis is the review of the proposed cost elements to determine if they are necessary, allowable, appropriate and reasonable. Subcontractors will be required to comply with Rule 65E-14.19, F.A.C., Methods of Paying for Services, including but not limited to, covered services, measurement standard, 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.

(12) The Network Provider must monitor the performance of all subcontractors and perform follow up actions as necessary. The Network Provider must notify the ME within forty-eight (48) hours of conditions related to subcontractor performance that could impair continued service delivery or involve media coverage.

2. Service Location and Equipment

a. Service Delivery Location

The location of services will be as specified in the approved Program Description required by Rule 65E-14, F.A.C.

b. Service Times

(1) A continuum of services must be provided on the days and times as specified in the approved Program Description.

(2) The Network Provider must notify the ME's Contract Manager, in writing, at least ten (10) calendar days prior to any changes in days and times where services are being provided.

c. Changes in Location

The Network Provider must notify the ME's Contract Manager, in writing, at least ten **(10)** calendar days prior to any changes in location where services are being provided pursuant to Rule 65E-14, F.A.C.

d. Equipment

The Network Provider must furnish all appropriate equipment necessary for the effective delivery of the services purchased.

In the event that the Network Provider is allowed to purchase any non-expendable property with funds under this contract, the Network Provider will ensure compliance with the Tangible Personal Property Requirements, Department operating Policies and Procedures as outlined in CFOP 80-2, Property Management, and Rule 65E-14, F.A.C., which are incorporated herein by reference. The provider must submit a completed inventory report, as provided in Template 1, Provider Tangible Property Inventory Form, dated 7/1/2023, or the latest revision thereof, by the date(s) listed in **Exhibit C, Required Reports.** The Department-approved Tangible Property Inventory Form is available at the following website:

Managing Entities | Florida DCF (myflfamilies.com)

Note: Click on FY23-24 ME Templates and click on Template 1 – Provider Tangible Property Inventory Form

3. Deliverables

a. Services

The Network Provider must deliver the services specified in and described in the approved Program Description submitted by the Network Provider in accordance with **Exhibit M-1, Services to be Provided and Exhibit BL, Guidance 41, Coordinated Opioid Recovery (CORE) Network of Addiction.**

b. Reporting

(1) The Network Provider must submit reports included in **Exhibit C, Required Reports.** In all cases, the delivery of reports, ad hoc or scheduled, must not be construed to mean acceptance of those reports. Acceptance, in writing, of required reports must constitute a separate act and must be approved by the ME's Contract Manager. The ME reserves the right to reject reports as incomplete, inadequate or unacceptable.

(2) The Network Provider must provide performance information or reports other than those required by this agreement at the request of the ME, the Southern Region's SAMH Regional Director, or their designee. For requests that are complex and difficult to address, all parties will develop and implement a mutually viable work plan.

(3) The ME, at its sole option, may allow additional time within which the Network Provider may remedy the objections noted by the ME or the ME may, after having given the Network Provider a reasonable opportunity to comply with the report requirements, declare this agreement to be in default.

c. Electronic Data Submission

(1) The Network Provider agrees to comply with the data submission requirements for CORE funded network providers outlined in **Exhibit BL, Guidance 41, Coordinated Opioid Recovery (CORE) Network of Addiction Care.**

The following data requirements are not currently mandated but may be required in the future based on the funding source allocated to this Contract. The ME will provide reasonable notice and training to the Network Provider if and when these requirements become mandatory.

(2) The Network Provider also agrees to comply with the data submission requirements outlined in FASAMS DCF Pamphlet 155-2, in SAMHIS, PBPS, as applicable, by the dates specified in **Exhibit C, Required Reports.** Upon request, the network provider must submit to the ME and the Department information regarding the amount and number of services paid for by the Substance Abuse Prevention and Treatment Block Grant.

The Network Provider must submit treatment data, as set out in subsection 394.74(3) (e), F.S. and FASAMS DCF Pamphlet 155-2.

The Network Provider is instructed to report the modifiers to procedure codes in compliance with the FASAMS DCF Pamphlet 155-2.

In addition to the modifiers to procedure codes that are currently required to be utilized as per FASAMS DCF Pamphlet 155-2, and in SAMHIS, as applicable, the Network Provider is directed to utilize the modifiers required for Block Grant funds, where applicable. The Network Provider also agrees to report to the ME and/or the Department, 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.

Service data must be submitted electronically, weekly, by 12:00 Noon every Wednesday. Final monthly service data will be submitted electronically to the ME no later than the 4th of each month following the month of service into KIS, SAMHIS, FASAMS or other data reporting system designated by the ME and/or the Department. If the 4th falls on a weekend or holiday, data will be due on the next business day.

If the Network Provider is funded to provide substance use prevention services, the Network Provider must submit prevention services data to PBPS, maintained by Collaborative Planning Group Systems, Inc., or other data reporting system as directed by the ME, electronically no later than the 4th of each month following the month of service.

The Network Provider must also:

(a) To establish a unique Individual Served identifier for all individuals served, the Network Provider must submit the Demographic Data Set required by FASAMS DCF Pamphlet 155-2, within five (5) business days after the initial intake or admission.

(b) Ensure that the data submitted clearly documents all individuals served admissions and discharges which occurred under this contract. Ensure that substance use prevention

services data entered into PBPS maintained by Collaborative Planning Group Systems, Inc., or other data reporting system designated by the ME, clearly documents all program Individual Served, programs and strategies which occurred under this contract, if applicable;

(c) Ensure that all data submitted to KIS, SAMHIS, FASAMS, or other data reporting system designated by the ME is consistent with the data maintained in the Network Provider's individuals served files/EMR-EHR systems. Ensure that substance use prevention services data entered into PBPS, or other data reporting system designated by the ME and/or the Department, is consistent with the data maintained in the Network Provider service documentation and/or individual's served files, if applicable;

(d) Review the ME's KIS error / download error reports to determine the number of records accepted and rejected. Based on this review, the Network Provider must make sure that the rejected records are corrected and resubmitted in KIS, SAMHIS, FASAMS, or other data reporting system designated by the ME. Only error-free data as processed by KIS will be accepted by the ME for monthly state reporting and payment validation;

(e) Resubmit corrected records no later than the next monthly submission deadline. The failure to submit any data set or the Network Provider's total monthly submission per data set, which results in a rejection rate of 5% or higher of the number of monthly records submitted will require the Network 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

(f) In accordance with the provisions of section 402.73(1), F. S., 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, must be grounds for contract termination.

4. Performance Specifications

a. Performance Measures

(1) The Network Provider will work in collaboration with the ME and the Department in the collection and reporting of the performance standards and required outcomes as referenced in **Exhibit BL, Guidance 41, Coordinated Opioid Recovery (CORE) Network of Addiction Care** and as specified in **Exhibit D, Substance Abuse and Mental Health Required Performance Outcomes/Outputs.**

(2) The Network Provider agrees that CORE data will be reported into the ClearPoint system in the established format as required by **Exhibit BL, Guidance 41, Coordinated Opioid Recovery (CORE) Network of Addiction Care.** Should services data be required to be entered into KIS, SAMHIS, and FASAMS, or other data reporting system designated by the ME, the ME will provide reasonable notice and training to the Network Provider. Any conflicts will be clarified by the ME and the Network Provider must adhere to the ME's resolution. The Network Provider must submit all

service-related data for individuals receiving services funded in whole or in part by SAMH funds, local match, or Medicaid.

b. Performance Measurement Terms

The Department will define the performance measurement terms for data files submitted to ClearPoint. Should future funding necessitate data submission in accordance with FASAMS DCF Pamphlet 155-2, or any other data system, the ME will provide reasonable notice and training to the Network Provider.

c. Performance Evaluation Methodology

(1) The Network Provider must collect information and submit performance data and individual served outcomes, to ClearPoint as required in **Exhibit BL, Guidance 41, Coordinated Opioid Recovery (CORE) Network of Addiction Care.** The ME will work with the Network Provider on defining the methodologies for the services funded under this Contract.

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

(3) By execution of this contract the Network Provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth in this contract. If the Network Provider fails to meet these standards, the ME, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Network Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the ME within the prescribed time and if no extenuating circumstances can be documented by the Network Provider to the ME's satisfaction, the ME must terminate the contract. The ME has the sole authority to determine whether there are extenuating or mitigating circumstances.

5. Network Provider Responsibilities

a. Network Provider Unique Activities

(1) In the event of a dispute as to the ME's determination regarding eligibility for services for individuals and/or placement into the appropriate level of care, the ME's dispute resolution process, as described in the Standard Contract must be followed. An eligibility dispute must not preclude the provision of services to Individuals Served, unless the dispute resolution process reverses the ME's determination.

(2) The Network Provider is responsible for the satisfactory performance of the tasks referenced in this contract. By executing this contract, the Network Provider recognizes its responsibility for the tasks, activities, and deliverables described herein and warrants that it has fully informed itself of all relevant factors affecting the accomplishment of the tasks, activities and deliverables and agrees to be fully accountable for the performance thereof whether performed by the Network Provider or its

subcontractors.

(3) The Network Provider agrees that services other than those set out in this contract will be provided only upon receipt of a written authorization from the ME's Contract Manager or an authorized ME staff member. The Department through the ME has final authority to make any and all determinations that affect the health safety and well-being of the residents of the State of Florida.

(4) The Network Provider must be responsible for the fiscal integrity of all funds under this contract, and for demonstrating that a comprehensive audit and tracking system exists to account for funding by individual served and has the ability to provide an audit trail. The Network 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 Network 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.

(5) The Network Provider must ensure that the invoices submitted to the ME reconcile with the amount of funding and services specified in this contract, as well as the Network Provider's agency audit report and information system and this information is reconciled with KIS, PBPS, FASAMS, or other data reporting system designated by the ME.

(6) The Network Provider must make available source documentation of units billed by Network Provider upon request from the ME staff. The Network Provider must track all units billed to the ME by program and by Other Cost Accumulator (OCA).

(7) A Network Provider that receives block grant funding must comply with state or federal requests for information related to Substance Abuse Prevention and Treatment and Community Mental Health Services block grants.

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

(9) The Network Provider must make available to the ME and the Department all records pertaining to service delivery. These records must be made available at all reasonable times for inspection, review, copying, or audit. Service delivery records include but are not limited to, invoicing, fiscal management, data management, incident reporting, clinical records for individuals served, and such documents determined to assure accountability of service provision and/or the expenditure of state and federal funds.

(10) The Network Provider must assist the ME and the Department in developing legislative budget requests based upon identified needs of the community.

(11) The Network Provider must provide to the ME, copies of, including but not limited to, evaluations, assessments, surveys, monitoring reports that pertain to licensure, accreditation, or other administrative or programmatic review, when those reports identify deficiencies that require corrective action. The Network Provider must submit to the ME all of the applicable reports, including

copies of the corrective action plan(s) within ten (10) calendar days of receipt by the Network Provider from the reviewing entity.

(12) The Network Provider must cooperate with the ME and the Department when investigations are conducted regarding a regulatory complaint of the Network Provider. When additional information or documentation is requested by the ME, the Network Provider will submit the information within twenty-four (24) hours of the request unless otherwise specified in the ME's request.

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

(14) The Network Provider must maintain in one place for easy accessibility and review by ME and/or Department staff all policies, procedures, tools, and plans adopted by the Network Provider. The Network Provider's policies, procedures, and plans must conform to state and federal laws, the Florida Administrative Code, state and federal regulations, state and federal rules, and minimally meet expectations/ requirements contained in applicable Department of Children and Families and ME operating procedures.

(15) The Network Provider must 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.

(16) The Network Provider must comply with all other applicable federal laws, state statutes and associated administrative rules as may be promulgated or amended. See **Exhibit F, SAMH Programmatic State and Federal Laws, Rules, and Regulations**, and ME policies and procedures.

Records relating solely to actions taken in carrying out the quality assurance and /or quality improvement program requirements of this contract and records obtained by the ME and/or the Department to determine a Network Provider's compliance of said programs in accordance with 394.907, F.S. and 397.4103 F.S. are confidential and exempt from s. 119.07(1) F.S. and s. 24(a), Article. I, Constitution of the State of Florida.

b. State and Federal Laws, Rules, and Regulations

See **Exhibit F, SAMH Programmatic State and Federal Laws, Rules, and Regulations.**

6. Managing Entity Responsibilities

a. Managing Entity Obligations

(a) The ME must only subcontract with entities that are fiscally sound, and that can adequately ensure the accountability of public funds.

(b) The ME must assess the Network Provider's financial stability, using a risk assessment

approach; the risk assessment approach will examine the impact of programmatic requirements on the Network Provider's financial stability. Any issues identified as a result of the financial risk assessment must be reported to the Department during the monthly reconciliation and performance review identified in the Prime Contract.

(c) The ME will provide administrative and programmatic oversight to ensure that Network Providers comply with all behavioral health treatment and prevention service requirements and other requirements of this contract.

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

(e) The ME reserves the right terminate this contract in whole or in part, for non-performance as determined by the ME and to procure the services purchased through this contract to another entity and/or Network Provider.

(f) The ME is responsible for the administration, management, and oversight, and through subcontracts, the provision of behavioral health services in Miami-Dade and Monroe Counties.

(g) The ME must monitor and take action when necessary so that services which meet the standards defined herein will be provided throughout the contract period.

(h) The ME will ensure that the Network Provider utilizes the approved assessment and placement tool designated by the ME. Standardized tools and assessments approved by the ME must be used to determine placement and level of care.

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

b. Monitoring Requirements

(1) The ME will monitor the Network Provider in accordance with this contract and the ME's Contract Accountability Policies and Procedures which can be obtained from the designated ME Contract Manager and is incorporated herein by reference. The Network Provider must comply with any coordination or documentation required by the ME's monitor(s) to successfully evaluate the programs and must provide complete access to all budget and financial information related to services provided under this contract, regardless of the source of funds.

(2) Network Providers with electronic health record (EHR) or electronic medical record systems (EMR) must provide access to ME funded service and service data contained in these systems for individuals funded under this Contract to the ME's monitoring team and provide sufficient resources to facilitate the monitoring process of services provided under this contract. Resources is defined but is not limited to, personnel, terminals, guest read-only accounts, privileges for monitors to access clinical/service records, and/or remote access into the systems by the monitors.

(3) The ME will monitor the Network Provider on its performance of all tasks and special provisions of the contract.

(4) The ME will provide a written report to the Network Provider within thirty (30) calendar days of the exit conference. If the report indicates corrective action is necessary, the Network Provider will have ten **(10)** calendar days from receipt of the monitoring report to respond in writing to the request. In the sole discretion of the ME, if there is a threat to health, life, safety or well-being of the individual's receiving services, 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 subjects the Network Provider to the remedies expressed in the Standard Contract.

c. Training and Technical Assistance

(1) The ME's contract manager, or designee, will provide training and technical assistance concerning the terms and conditions of this contract.

(2) The ME will provide technical assistance and support to the Network Provider to ensure the continued integration of services and support for individuals served, to include but not limited to, quality improvement activities to implement evidenced-based practice treatment protocols, the application of process improvement methods to improve the coordination of access and services that are culturally and linguistically appropriate.

(3) The ME will provide technical assistance and support to the Network Provider for the maintenance and reporting of data on the performance standards

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

(5) The ME will participate in the collaborative development and implementation of the working agreement with the Community Based Care and behavioral health Network 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.

(6) The ME has the right to review the Network Provider's policies, procedures, and plans. Once

reviewed by the ME, the policies and procedures may be amended provided that they conform to state and federal laws, the state Administrative Code, and federal regulations. Substantive amendments to submitted policies, procedures and plans must be provided to the ME within thirty (30) calendar days of adoption.

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

d. Managing Entity Determinations

The ME has exclusive authority to make the following determination(s) and to set the procedures that the Network Provider must follow in obtaining the required determination(s):

(1) Whether the Network Provider is meeting the terms and conditions of this contract, to include the documents that constitute this contract, any documents incorporated into any exhibit or attachment by reference, Program Description, policies and procedures and any documents incorporated herein by reference.

(2) The ME reserves the exclusive right to make certain determinations in these specifications. The absence of the ME setting forth a specific reservation of rights does not mean that all other areas of this contract are subject to mutual agreement. The ME reserves the right to make exclusively any and all determinations that it deems are necessary to protect the best interests of the State of Florida and the health, safety, and welfare of the individuals who are served by the ME either directly or through any one of its contracted Network Providers.

(3) In the event of any disputes regarding the eligibility of individuals served, the determination made by the ME is final and binding on all parties.

C. Method of Payment

Exhibit B, Method of Payment
Exhibit H, Funding Detail
Exhibit M-1, Cost Reimbursement-Services to be Provided
Exhibitt M-2, Cost Reimbursement-Line Item Operating Budget
Exhibit M-3, Cost Reimbursement-Budget Narrative
Exhibit M-4, Cost Reimbursement, Expenditures and Request for Payment

D. Special Provisions

1. Florida Opioid Settlement Funds: Receipt of Opioid Settlement funds is an express acknowledgement of the obligation to report data on services funded by the Settlement. Recipients shall provide data to the Department of Children and Families (Department) through the Opioid Data Management System (ODMS) or through ClearPoint as prescribed by the Department. Opioid Settlement funding is contingent upon satisfactory data reporting.

2. The Network Provider is expected to maintain its administration cost to **10.00%** or less for Fiscal Year 2023-2024 for SAMH services purchased under this contract. The cost savings must be reallocated to support the increase of direct services, improved access to quality care, promotion of service continuity, and the implementation and/or expansion in the use of evidence-based practices. The Network Provider's SAMH Projected Operating and Capital Budget must evidence the reduction and redistribution of the cost savings.

3. The ME contracts with Mobile Response Teams (MRT's) in both Miami-Dade and Monroe Counties. MRTs provide on-demand crisis intervention services in any setting in which a behavioral health crisis is occurring, including homes, schools and emergency rooms. MRTs are multi-disciplinary teams of behavioral health professionals and paraprofessionals with specialized crisis intervention and operations training. Mobile response services are available 24/7 with the ability to respond within 60 minutes. MRT staff triage calls in order to determine the level of severity and prioritize calls that meet the clinical threshold required for an in-person response. The primary goals of the MRTs is to lessen trauma, divert from emergency Departments or juvenile/criminal justice, and prevent unnecessary psychiatric hospitalizations. MRTs are designed to be accessible in the community at any time.

The Network Provider must provide the contact information for the Southern Region's Mobile Response Teams to parents and caregivers of children, adolescents, and young adults between the ages of 18 and 25, inclusive, who receive behavioral health services.

For Miami-Dade County the MRT Network Provider is **The Village South, Inc.**
The 24-Hour Crisis Hotline: 1-800-HELP-YOU (1-800-435-7968).
Website: WestCare Village South | Uplifting the Human Spirit

For Monroe County, the MRT Network Provider is **Guidance Care/Center, Inc.**
The 24-Hour Crisis Hotline is: (305) 434-7660, option #8.
Website: http://guidancecarecenter.org/

4. **Real-time Data Entry:**
When required by the Prime Contract, state and/or federal rules, regulations, or the ME's policies and procedures, the Network Provider must submit to the ME real-time data in KIS Express, or other similar data structure, for services purchased by this contract. The Network Provider agrees to implement the new data reporting system(s) when notified and as directed by the ME.

5. **Waitlist Data Entry:**
The Network Provider must submit waitlist data information through upload or direct entry into KIS Express, or other similar data structure for services purchased by this Contract, to ensure compliance with several Block Grant regulations. Waiting lists records are created for individuals who have received an assessment and a recommended service but who are unable to receive recommended service.

The Waiting List reporting manual is found in the FASAMS DCF Pamphlet 155-2 FASAMS Chapter 7, Waiting List and can be found at:

Managing Entities | Florida DCF (myflfamilies.com)

Failure to comply with the reporting requirements constitutes a lack of compliance with contract provisions. The Network Provider may be assessed financial consequences for failure to perform pursuant to section 8., of the Standard Contract.

6. **Medication-Assisted Treatment Services**

   a. The Network Provider must discuss the option of medication-assisted treatment with individuals with opioid use disorders or alcohol use disorders.

   b. For individuals with opioid use disorders, the Network Service Provider shall discuss medication-assisted treatment using FDA-approved medications including but not limited to methadone, buprenorphine-based products, and naltrexone.

   c. For individuals with alcohol use disorders, the Network Service Provider shall discuss medication-assisted treatment using FDA-approved medications including but not limited to disulfiram, and acamprosate products.

   d. The Network Provider must actively link individuals to medication-assisted treatment providers upon request of the individual served.

   e. The Network Provider is prohibited from automatic discharges or discontinuing medications as a consequence of continued substance use or positive drug tests, unless the combination of substances used is medically contraindicated.

   f. Access to Services: The Network Provider must not deny eligible individual from accessing its program or services based on the individual's current or past use of FDA-approved medications for the treatment of substance use disorders. Specifically, the Network Provider must ensure that:

      i. The Network Provider's programs and services do not prevent the individual from participating in methadone treatment rendered in accordance with current federal and state methadone dispensing regulations from an Opioid Treatment Program when ordered by a physician who has evaluated the client and determined that methadone is an appropriate medication treatment for the individual's opioid use disorder;

      ii. The Network Provider must permit the individual to access medications for FDA-approved medication-assisted treatment by prescription or office-based implantation if the medication is appropriately authorized through prescription by a licensed prescriber or provider;

iii. The Network Provider must permit continuation in medication-assisted treatment for as long as the prescriber or medication-assisted treatment provider determines that the medication is clinically beneficial; and

iv. The Network Provider must prohibit compelling an individual to no longer use medication-assisted treatment as part of the conditions of any program or services if stopping is inconsistent with a licensed prescriber's recommendation or valid prescription.

v. The Network Provider must prohibit caps or limits on the length of medication-assisted treatment, except for limits imposed by a documented lack of eligible public funds.

vi. The Network Provider is prohibited from requiring mandatory counseling participation requirements and mandatory self-help group participation requirements imposed as a condition of initiating or continuing medications that treat substance use disorders, except those established by methadone providers and applied to individuals on methadone pursuant to section 65D-30.014(2)(o) and section 65D-30.0142(q)2.a., Florida Administrative Code.

7. Intern Registration Requirements pursuant to section 491.0045, F.S.

a. The Network Provider must monitor and ensure that an individual who has not satisfied the postgraduate or post-master's level experience requirements, as specified in s. 491.005(1)(c), (3)(c), or (4)(c), F.S., register as an intern in the profession for which he or she is seeking licensure before commencing the post-master's experience requirement or for an individual who intends to satisfy part of the required graduate-level practicum, internship, or field experience, outside the academic arena for any profession, the network provider must monitor and ensure that the individual registers as an intern in the profession for which he or she is seeking licensure before commencing the practicum, internship, or field experience.

b. An intern registration is valid for five (5) years.

c. A registration issued on or before March 31, 2017, expires March 31, 2022, and may not be renewed or reissued. Any registration issued after March 31, 2017, expires 60 months after the date it is issued. The board may make a one-time exception to the requirements of the statute in emergency or hardship cases, as defined by board rule, if the candidate has passed the theory and practice examination described in s. 491.005(1)(d), (3)(d), and (4)(d), F.S.

d. An individual who has held a provisional license issued by the board may not apply for an intern registration in the same profession.

8. Incident Reports

a. The Network Provider must submit incident reports into the Incident Reporting and Analysis System (IRAS) on all reportable incidents per CFOP 215-6. and in Ch.65D-30.004, Florida

Administrative Code, Common Licensing Standards. All critical incidents must be entered into IRAS within twenty-four (24) hours of the incident occurring . Failure to comply with the reporting requirements constitutes a lack of compliance with licensure status or contract provisions. The Network Provider may be assessed financial consequences for failure to perform pursuant to section 8., of the Standard Contract.

Certain incidents may warrant additional follow-up by the ME. Follow-up may include on-site investigations or requests for additional information or documentation. When additional information or documentation is requested, the Network Provider will submit the information requested by the ME within 24 hours unless otherwise specified in the request.

It is the responsibility of the Network Provider to maintain a monthly log listing all incidents occurring at the agency, including those submitted to the Office of the Inspector General and those not reportable in IRAS, with the following information: Individual served initials, incident report tracking number from IRAS (if applicable), incident report category, date and time of incident, and follow-up action taken.

b. All designated public and private Baker Act receiving facilities, all State Mental Health Treatment Facilities, and all licensed Addictions Receiving Facilities that provide for the evaluation, diagnosis, care, treatment, training, or hospitalization of persons who appear to have a mental illness or have been diagnosed as having a mental illness must report seclusion and restraint event data in accordance with the DCF Pamphlet 155-2, Version 14, or the latest revision thereof. This chapter is posted on the Florida Department of Children and Families website at:

Managing Entities | Florida DCF (myflfamilies.com)

9. Mandatory Reporting Requirements

a. The Network Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Network Provider, and of any subcontractor, providing services in connection with this contract who has any knowledge of a reportable incident must report such incident as follows:

1) A reportable incident is defined in CFOP 180-4, which can be obtained from the ME's Contract Manager.
2) Reportable incidents that may involve an immediate or impending impact on the health or safety of an Individual Served shall be immediately reported to the ME's Continuous Quality Improvement Manager and the ME Contract Manager.
3) Other reportable incidents must be reported to the ME's and Department's Office of Inspector General. Notification to the Inspector General shall be through the Internet at https://www.myflfamilies.com/admin/ig/rptfraud1.shtml or by completing a Notification/Investigation Request (form CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myflfamilies.com. The Network Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at

(850) 488-1428.

b. In the event of a breach or potential breach of Protected Health Information, the Network Provider is directed to the reporting requirements delineated in the executed Business Associate Agreement, incorporated herein by reference.

10. Contracted Mental Health Network Providers must participate in the Department'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 is required. Participation must be as specified in Children and Families Operating Procedure 155-47 (CFOP 155-47), Processing Referrals from the Department Of Corrections which can be obtained at: CFOP 155 Mental Health - Substance Abuse | Florida DCF (myflfamilies.com)and is incorporated herein by reference.

11. **Federal Block Grant Requirements**

(a) A Network Provider that receives federal block grant funds from the Substance Abuse Prevention and Treatment or Community Mental Health Block Grants agrees to comply with Subparts I and II of Part B of Title XIX of the Public Health Service Act, s. 42 U.S.C. 300x-21 et seq. (as approved 06/24/2021) and the Health and Human Services (HHS) Block Grant regulations (45 C.F.R. Part 96).

(b) A Network Provider that receives funding from the SAPTBG certifies compliance with all of the requirements of the Substance Abuse and Mental Health Services Administration (SAMHSA) Charitable Choice provisions and the implementing regulations of 42 C.F.R. s. 54a.

(c) A Network Provider that receives block grant funding must monitor its compliance with block grant requirements and activities.

(d) The Network Provider must comply with ME, state and federal requests for information related to the SAPT and CMHS block grants.

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

(f) As applicable, the Network Provider must comply with the requirements set forth in 45 C.F.R. Subpart L – Substance Abuse Prevention and Treatment Block Grant and with the requirements of 42 C.F.R. Part 2.

(g) A Network Provider that receives SAPT block grant funding for the purpose of primary prevention of substance use, must comply with 45 C.F.R. s. 96.125.

(h) Behavioral health services must be provided to persons pursuant to s. 394.674, F.S., including those individuals who have been identified as requiring priority by state or federal law. The identified priority populations are found in **Exhibit A, Individuals/Participants to be Served,** however persons in categories (i) and (ii) below are specifically identified as persons to be given immediate priority over those in any other categories. These individuals may not be placed on a wait list without receiving interim services within the required timeframes.

(i) Pursuant to 45 C.F.R. s. 96.131, priority admission to pregnant women by Network Service Providers receiving SAPT Block Grant funding. If the clinically appropriate services cannot be provided for the pregnant woman, interim services, not later than forty (48) hours after the woman seeks treatment services, must be provided pursuant to 45 C.F.R. s. 96.123;

(ii) Pursuant to 45 C.F.R. s. 96.126 (b), (1) and (2), adherence with the requirement to provide interim services for injection drug users by Network Service Providers receiving SAPT Block Grant funding and until the clinically appropriate level of treatment can be provided to the individual as follows:

45 C.F.R. s. 96.126 (b), (1)- (2) Capacity of treatment for intravenous substance abusers and any other requirement.

(1) *14 days after making the request for admission to such a program; or*

(2) *120 days after the date of such request, if no such program has the capacity to admit the individual on the date of such request and if interim services, including referral for prenatal care, are made available to the individual not later than 48 hours after such request.*

(i) In accordance with 45 C.F.R. s. 96.131 (a) and (b), the Network Provider that receive Block Grant funds and that serve injection drug users must publicize the following notice: "This program receives federal Substance Abuse Prevention and Treatment Block Grant funds and serves people who inject drugs. This program is therefore federally required to give preference in admitting people into treatment as follows: 1. Pregnant injecting drug users; 2. Pregnant drug users; 3. People who inject drugs; and 4. All others."

(j) Pursuant to 45 CFR s. 96.123(a)(7) and s. 96.132(b), the Network Provider that receives block grant treatment or prevention funds (or both, as the case may be) shall ensure that continuing education in such services are available to the employees who provide such services or activities, and this must be documented to demonstrate the provision of said education.

(k) Outreach Services to Injection Drug Users: The Network Provider must carry out outreach activities to encourage injection drug users in need of treatment to undergo such treatment pursuant to the requirements in 45 C.F.R. s. 96.126(e)., The Network Provider must document the services to demonstrate the provision of these services per the documentation requirements for Outreach services specified in Rule 65E-14, F.A.C.

(l) The Network Provider must ensure compliance with 45 C.F.R. Subpart C – Financial Management.

(m) Only if such services are purchased through this contract is the Network Provider responsible for complying with the reporting requirements outlined in Exhibit AB, Substance Abuse Prevention and Treatment Block Grant (SAPTBG) Early Intervention Funded Services for Human Immunodeficiency Virus (HIV) by the dates and to the individual(s) listed in Exhibit C, Required Reports. Subject to other applicable state and/or federal requirements, the ME may require additional reports from the Network Provider.

(n) Only if such services are purchased through this contract is the Network Provider responsible for complying with the for SAPTBG set-aside funded services for pregnant women and women with dependent children services, SAPTBG set-aside funded services for HIV Early Intervention Programs and the SAPTBG set-aside funds for Evidenced-based Outreach Services to Injection Drug Users as outlined in **Exhibit C, Required Reports**.

(o) Pursuant to 45 CFR s. 95.127, the Network Provider shall ensure the provision of tuberculosis services, in compliance with Ch. 65D-30.004(9). F.A.C

(p) The Network Provider must 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, Covered Service Funding by OCA.

(q) The Network 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 C.F.R. 96.136.

(13) The Network Provider shall ensure that block grant funding is not expended on the restricted activities pursuant to 45 CFR s. 96.135, 42 U.S.C. s. 300x-5, and 42 U.S.C. s.300x-31. Restricted activities include, but are not necessarily limited to, the following. Network Providers may consult the ME for technical assistance to address allowability of specific cases before subcontracting.

(a) The CMHS block grant and the SAPT block grant may not be used to:

i. Provide inpatient hospital services;
ii. Fund the enforcement of alcohol, tobacco, or drug laws;
iii. Make cash payments to intended recipients of health services;
iv. Purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment;
v. Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds; or
vi. Provide financial assistance to any entity other than a public or nonprofit private entity.

(b) Primary prevention set-aside funds from the SAPT block grant may not be used to:

i. Provide Screening, Brief Intervention, and Referral to Treatment (SBIRT) programs; or
ii. Provide Mental Health First Aid or Crisis Intervention Training programs.

(c) The CMHS block grant funds may be used to provide mental health treatment services to adults with serious mental illness and children with serious emotional disturbance within jails, prisons, and forensic settings, as long as these services are provided by programs that also treat the nonincarcerated community at-large and provide continuity of care through discharge planning and case management.

(d) The SAPT block grant may not be used to provide any services within prisons or jails.

(r) SAMHSA grant funds may not be used to purchase, prescribe, or provide marijuana or treatment using marijuana.

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

13. Option for Increased Services

The Network Provider acknowledges and agrees that the contract may be amended to include additional, negotiated, services as deemed necessary by the ME. Additional services can only be increased if the Network Provider demonstrates competence in the provision of contractual services and meets whatever criteria are established by the ME from time to time. The ME in its sole discretion must determine at what time and to which Network Provider and what amounts are to be given to Network Providers for additional services.

14. Sliding Fee Scale

The Network Provider must develop a sliding fee scale, that is updated annually, in conjunction with the Federal Poverty Guidelines and applies to individuals receiving services that are paid for by state, federal, or local matching funds. The Network Provider shall make a determination of ability to pay in accordance with the sliding fee scale for all individuals seeking substance abuse or mental health services in accordance with Rule 65E-14.018, F.A.C. Payment of fees shall not be a pre-requisite to treatment or the receipt of services.

15. Travel and Transportation

The Network Provider agrees to comply with the provisions of chapter 427, F.S., Part I, Transportation Services, and Chapter 41-2, F.A.C., Commission for the Transportation Disadvantaged, if public funds provided under this contract will be used to transport individuals served. The Network Provider agrees to comply with the provisions of Children and Families Operating Procedures 40-1 (CFOP 40-1), Official Travel of DCF Employees and Non-Employees, effective February 19, 2009, or the latest revision thereof, if public funds provided under this contract will be used to purchase vehicles which will be used to transport individuals served.

16. National Provider Identifier (NPI)

a. All Network Providers must obtain and use an NPI, a HIPAA standard unique health identifier for health care providers.

b. An application for an NPI may be submitted online at:
https://hmsa.com/portal/provider/zav_pel.ph.NAT.500.htm

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

(1) The National Plan and Provider Enumeration System (NPPES) located at:
https://nppes.cms.hhs.gov/NPPES/Welcome.do

(2) The CMS NPI located at:
https://www.cms.gov/Regulations-and-Guidance/Administrative-Simplification/NationalProvIdentStand/

17. Ethical Conduct

The Network Provider understands that 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 Network Provider to perform its services in accordance with the very highest standards of ethical conduct. No employee, director, officer, agent of the Network Provider must 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. Network Providers' directors, officers or employees must not participate in any matter that would inure to their special gain and must 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 Section 12., of the Standard Contract of this contract. The Network Provider understands that the ME contracts with the Department, and as a subcontractor, recognizes that the Department is a public agency which is mandated to conduct business in the sunshine, pursuant to section 286.011, F.S., and chapter 119, Florida Law, and that all issues relating to the business of the Department, the ME and the Network Provider are public record and subject to full disclosure. The Network Provider understands that attempting to exercise undue influence on the ME, the Department and its employees to allow deviation or variance from the terms of this contract other than a negotiated, publicly disclosed amendment, is prohibited by the State of Florida, pursuant to section 286.011, F.S. The Network Provider's conduct is subject to all state and federal laws governing the conduct of entities engaged in the business of providing services with government funds.

18. Information Technology Resources

If applicable, the Network Providers must receive written approval from the ME prior to purchasing any Information Technology Resource (ITR) with contract funds. The Contract Manager is responsible for serving as the liaison between the Network Provider and the ME during the completion of the process as instructed by the Contract Manager. The Network Provider will not be reimbursed for any ITR purchases made prior to obtaining the ME's written approval.

19. Programmatic, Fiscal & Contractual Contract File References

All of the documentation submitted by the Network Provider which may include, but not be limited to

the Network Provider's original proposal, Program Descriptions, SAMH Projected Operating and Capital Budget, Agency Capacity Report, are herein incorporated by reference for programmatic, contractual and fiscal assurances of service provision. These referenced contractual documents will be part of the Contract Manager's file. Documents incorporated by reference in this contract are available in the ME Contract Manager's file.

20. Employee Loans

Funds provided by the ME to the Network Provider under this contract must not be used by the Network Provider to make loans to their employees, officers, directors and/or subcontractors. Violation of this provision is considered a breach of contract and this contract will be terminated in accordance with **Section 10.**, of the Standard Contract. A loan is defined as any advancement of money for which the repayment period extends beyond the next scheduled pay period.

21. Travel

The Network 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 Network 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 Network Provider. Section 287.058 (1) (b) F.S., requires that bills for any travel expense must be maintained in accordance with Section 112.061, F.S. 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 Network 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.

22. Property and Title to Vehicles

a. Property

(1) Equipment, pursuant to Rule 65E=15, F.A.C., means fixtures and other tangible personal property of a nonconsumable and nonexpendable nature, the value of which is $1,000 or more and the normal expected life of which is one year or more, and hardback-covered bound books that are circulated to students or the general public, the value or cost of which is $25 or more, and hardback-covered bound books, the value or cost of which is $250 or more. Equipment also includes intangible data processing applications and/or computer software, regardless of its value. The value of donated equipment shall be based upon the item's market value at the time of donation. Motor vehicles include any automobile, truck, airplane, boat or other mobile equipment used for transporting persons or cargo.

(2) When state property will be assigned to a provider for use in performance of a contract, the title for that property or vehicle must be immediately transferred to the Network Provider where it must

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 Network Provider, the Department must pay for the title transfer. The Network Provider's responsibility starts when the fully accounted for property or vehicle is assigned to and accepted by the Network Provider. Business arrangements made between the Network Provider and its subcontractors must 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 must hold the Network Provider solely responsible for the use and condition of said property. Network Provider inventories must be conducted in accordance with CFOP 80-2.

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

(4) The Network Provider must complete and submit the Provider Tangible Property Inventory Form – Template 1, available at the following link: Managing Entities | Florida DCF (myflfamilies.com). If the property is 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's Contract Manager must provide disposition instructions to the Network Provider prior to the end of the contract period. The Network Provider cannot dispose of any property that reverts to the ME or Department without the Contract Manager's approval. The Network Provider must furnish a Closeout Inventory Form no later than 30 days before the completion or termination of this contract. The Closeout Inventory Form must include all nonexpendable property including all computers purchased by the Network Provider. The Closeout Inventory Form must contain, at a minimum, the same information required by the annual inventory.

(6) The Network Provider hereby agrees that all inventories required by this contract must 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 must be agreed upon by both the Network Provider and the ME and must be used in place of the original acquisition cost.

(7) Title (ownership) to and possession of all property purchased by the Network Provider pursuant to this contract must be vested in the ME upon completion or termination of this contract. During the term of this contract, the Network Provider is responsible for insuring all property purchased by or transferred to the Network Provider is in good working order. The Network 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 Network Provider must 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 Network Provider to the ME, the Network Provider must be responsible for paying for the title transfer.

(8) If the Network Provider replaces or disposes of property purchased by the Network Provider pursuant to this Contract, the Network Provider is required to provide accurate and complete

information pertaining to replacement or disposition of the property as required on the Network Provider's annual inventory.

(9) The Network Provider hereby agrees to indemnify the ME and the Department against any claim or loss arising out of the Network Provider's operations of any motor vehicle purchased by or transferred to the Network 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 must be vested in the ME upon completion or termination of the contract. The Network 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 the state or acquired at the direction of the state (using state or federal funds) must not be vested in the Network Provider. Subcontractors must not be assigned or transferred title to these vehicles. The Network Provider hereby agrees to indemnify the ME or the Department 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.

23. National Voter Registration Act (NVRA) of 1993

a. The Network Provider must comply with the National Voter Registration Act (NVRA) of 1993, Pub. L. 103-31 (1993), ss. 97.021 and 97.058, F.S., and ch. 1S-2.048, F.A.C., in accordance with Guidance 25 – National Voter Registration Act Guidance, incorporated herein by reference;

b. As a Voter Registration Agency, the Network Provider must designate a Voting Registration Activities Coordinator and provide the contact information of the Coordinator by the date and to the individual(s) identified in **Exhibit C, Required Reports**. The Network Provider must notify the ME's Contract Manager, in writing within (10) calendar days of staffing changes regarding this position.

c. As a Voter Registration Agency, the Network Provider must provide individuals seeking services and/or individuals served with an opportunity at admission or when they change their address, to either register or update their voter registration. The National Voter Registration Act Preference Form/Application are DS-DE77-ENG and DS-DE77-SPN, are available at the link provided in paragraph f., below

d. The Network Provider must submit a NVRA Voter Registration Agencies Quarterly Activities Report Form, DS-DE131, by the dates and to the individual(s) identified in **Exhibit C, Required Reports**. The Quarterly Activity Report Form is available at the link provided in paragraph f., below.

e. Any person aggrieved by a violation of either the National Voter Registration Act or a voter

registration or removal procedure under the Florida Election Code may file a written complaint with the Department of State by completing and submitting the NVRA Complaint Form (DS-DE 18).

f. The Department of State has published all form referenced herein, along with online training and additional guidance to implement NVRA at:

http://dos.myflorida.com/elections/for-voters/voter-registration/national-voter-registration-act/

24. Special Insurance Provisions

a. The Network Provider must notify the ME Contract Manager within thirty **(30)** calendar days if there is a modification to the terms of insurance including but not limited to, cancellation or modification to policy limits.

b. The Network Provider acknowledges that, as an independent contractor, the Network Providers, and its subcontractors, at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by s. 284.30, F.S.

c. The Network Provider must obtain and provide proof to the ME's Contract Manager of comprehensive general liability insurance coverage (broad form coverage), specifically including premises, fire and legal liability to cover managing the Network Provider and all of its employees. The limits of Network Provider's coverage must be no less than $300,000 per occurrence with a minimal annual aggregate of no less than $1,000,000.

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

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

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

g. All such insurance policies of the Network Providers, and its subcontractors at all tiers, must be

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

h. The requirements of this section must be in addition to, and not in replacement of, the requirements of Section 24., Insurance, of the Standard Contract but in the event of any inconsistency between the requirements of this section and the requirements of the Standard Contract, the provisions of this section must prevail and control.

i. If the Network Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the ME shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waving the limits of sovereign immunity.

E. List of Exhibits

The Network Provider agrees to comply with the requirements contained in the exhibits listed below. The following exhibits, or the latest revisions thereof, are incorporated in and made a part of the contract.

1. **Exhibit A, Clients/Participants to be Served**
2. **Exhibit B, Method of Payment**
3. **Exhibit C, Required Reports**
4. **Exhibit D, Substance Abuse and Mental Health**
5. **Exhibit F, State and Federal Laws Rules**
6. **Exhibit H, Funding Detail**
7. **Exhibit M-1 Cost Reimbursement, Services to be Provided**
8. **Exhibit M-2, Cost Reimbursement, Line Item Budget**
9. **Exhibit M-3, Cost Reimbursement, Budget Narrative**
10. **Exhibit M-4, Cost Reimbursement, Expenditures and Request for Payment**
11. **Exhibit AO, Peer Services**
12. **Exhibit AV, Transitional Voucher Program**
    Appendix 1, State Hospital Transitional Voucher
    Appendix 2, Transitional Voucher Funds Request Form
13. **Exhibit BH, Recovery Management Practices**
14. **Exhibit BL, Guidance 41, Coordinated Opioid Recovery (CORE) Network of Addiction Care**

EXHIBIT A
Individuals /Participants to be Served

A. GENERAL DESCRIPTION

The Network Provider must provide services funded by this contract to the target population(s) checked below:

Non-Prevention	Prevention
☐ Adult Mental Health-Severe & Persistent Mental Illness	☐ Adult Substance Abuse
☐ Adult Mental Health-Serious & Acute Episodes of Mental Illness	☐ Children's Substance Abuse
☐ Adult Mental Health-Mental Health Problems	☐ Substance Abuse Community Coalition
☐ Adult Mental Health-Forensic Involvement	
☐ Children's Mental Health-Serious Emotional Disturbances	
☐ Children's Mental Health-Emotional Disturbances	
☐ Children's Mental Health-At Risk of Emotional Disturbances	
☒ Adult Substance Abuse	
☐ Children's Substance Abuse	

B. INDIVIDUAL SERVED/PARTICIPANT ELIGIBILITY

1. The Network Provider agrees that all individuals meeting the target population descriptions in the table above are eligible for services based on the availability of resources. To be eligible to receive substance abuse and mental health services funded by the Department, an individual must be indigent, uninsured, or underinsured and meet at least one of the target populations in s. 394.674, Florida Statutes.

   Link to s. 394.674, Florida Statute:
   http://www.leg.state.fl.us/STATUTES/index.cfm?App_mode=Display_Statute&URL=0300-0399/0394/0394.html

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

   a. Pursuant to 45 C.F.R. s. 96.131, priority admission to pregnant women and women with dependent children by Network Providers receiving SAPT Block Grant funding;
   b. Pursuant to 45 C.F.R. s. 96.126, compliance with interim services, for injection drug users, by Network Providers receiving SAPT Block Grant funding and treating injection drug users;
   c. Priority for services to families with children that have been determined to require substance abuse and mental health services by child protective investigators and also meet the target populations in subsections (a) or (b), above. Such priority

must be limited to individuals that are not enrolled in Medicaid or another insurance program, or require services that are not paid by another payor source:

(1) Parents or caregivers in need of adult mental health services pursuant to s. 394.674(1)(a)2., F.S., based upon the emotional crisis experienced from the potential removal of children; and
(2) Parents or caregivers in need of adult substance abuse services pursuant to s. 394.674(1)(c)3., F.S., based on the risk to the children due to a substance use disorder.

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;
e. Individuals who are voluntarily admitted, involuntarily examined, or placed under Part I, Chapter 394, F.S.;
f. Individuals who are involuntarily admitted under Part V, Chapter 397, F.S.;
g. Residents of assisted living facilities as required in ss. 394.4574 and 429.075, F.S.;
h. Children referred for residential placement in compliance with Ch. 65E-9.008, F.A.C.;
i. Inmates approaching the End of Sentence pursuant to Children and Families Operating Procedure (CFOP) 155-47, "Processing Referrals from the Department of Corrections," and
j. In the event of a Presidential Major Disaster Declaration, Crisis Counseling Program (CCP) services must 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).

3. Mental health crisis intervention and crisis stabilization facility services, and substance abuse detoxification and addiction receiving facility services, must be provided to all individuals meeting the criteria for admission, subject to the availability of beds and/or funds.

C. INDIVIDUAL/PARTICIPANTS DETERMINATION

1. Determination for eligibility for services for individuals seeking and receiving services funded under this Contract is the responsibility of the Network Provider subject to the provision of Section C. 5, below. The Network Provider must adhere to the eligibility requirements as specified in **Exhibit F, SAMH Programmatic State and Federal Laws, Rules, and Regulations**. The ME reserves the right to review the Network Provider's determination of eligibility and override the determination of the Network Provider. When this occurs the Network Provider will immediately provide services to the individual until such time the individual completes his/her treatment, voluntarily leaves the program, or the ME's decision is overturned as a result of the dispute resolution.

2. In no circumstances must an individual's county of residence be a factor that denies access to service. Authorized services must only be provided within the serviced area(s) outlined in Attachment I, Section A.2.c.(2), subject to the availability of funds.

3. In the event of a dispute regarding an individual's eligibility for services and/or placement into the appropriate level of care, the dispute must not preclude the Network Provider from

providing the services to eligible individuals until the dispute is resolved. The dispute resolution process is described in Paragraph 49. of the Standard Contract.

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

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

D. CONTRACT LIMITS

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

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

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

4. The Network Provider may not authorize or incur indebtedness on behalf of the ME or the Department.

EXHIBIT B

METHOD OF PAYMENT

1. PAYMENT CLAUSES

This is a Cost Reimbursement method of payment contract.

a. **Fee-for-Service:** This is a Fee-for-Service contract, paid in accordance with subsection 65E-14.021(2), F.A.C. The unit prices for the covered services purchased under this contract are listed in **Exhibit G, Covered Service Funding by OCA**. The ME may pay the Network Provider for the delivery of service units provided in accordance with the terms and conditions of this contract for a total dollar amount not to exceed **($0.00)**, subject to the availability of funds and satisfactory performance of all terms by the Network Provider.

b. **Case Rate:** This contract purchases (**Name the Program**) services and is reimbursed by the ME using a Case Rate in accordance with subsection 65E-14.021(2), F.A.C. The ME shall pay the Network Provider for the delivery of services provided in accordance with the service delivery described in the approved Program Description, incorporated herein by reference, and terms and conditions of this contract for a total dollar amount not to exceed **($0.00),** subject to the availability of funds. The approved Case Rate is listed in **Exhibit G, Covered Services Funding by OCA under OCA (Identify OCA)**.

c. **Capitation Rate:** This contract purchases (**Name the Program**) services and is reimbursed by the ME using a Capitation Rate in accordance with subsection 65E-14.021(2), F.A.C. The ME shall pay the Network Provider for the delivery of services provided in accordance with the service delivery described in the approved Program Description, incorporated herein by reference, and terms and conditions of this contract for a total dollar amount not to exceed **($0.00),** subject to the availability of funds. The Capitation Rate is listed in **Exhibit G, Covered Services Funding by OCA under OCA (Identify OCA).**

d. **Cost Reimbursement:** The ME shall reimburse the Network Provider for allowable expenditures incurred pursuant to the terms of this contract and the terms in Exhibit M-1, Services to be Provided, for a total dollar amount not to exceed **$1,512,378.00**, subject to the availability of funds and Exhibit M-2, Line Item Operating Budget.

e. The total contract amount for services purchased through this contract is **$2,100,000.00** of the total Contract amount, the ME will be required to pay **$1,750,000.00** subject to the delivery and appropriate billing for services. The Network Provider may be eligible to receive up to **$350,000.00** representing "Uncompensated Units Reimbursement Funds", which the ME, at its sole discretion and subject to the availability of funds, may pay to the Network Provider, in whole or in part, or not at all, for Exemplary Performance by the Network Provider. Exemplary Performance will be demonstrated by the Network Provider's service delivery and billing for those services in excess of those units of service the ME will be required to pay. The ME's obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature and the Contract between the ME and the Department. 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.

2. GROUP SERVICES

Aftercare, Intervention, Outpatient, and Recovery Support Services (Substance Abuse) are eligible for special group rates. Group services shall be billed based on a direct staff hour, at 25% of the contract's established rate for the individual services for the same covered service. 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.

3. FLEXIBILITY

Unless otherwise notified in writing by the ME, the Network Provider is authorized to use the funds within each Other Cost Accumulator ("OCA"), and for the approved covered services within that OCA as listed **in Exhibit G, Covered Services Funding by OCA**, with 100% flexibility without the need for an amendment to this contract.

4. LOCAL MATCH REQUIREMENT

a. Pursuant to s. 394.76(3), Florida Statutes (F.S.), the Network Provider agrees to provide local matching funds in the amount of **$0.00** as indicated in **Exhibit H, Funding Detail and Local Match Plan.**

b. Should the Network Provider receive any funding from the *"Uncompensated Units Reimbursement Funds"*, then the amount of Local Match Plan as it appears on **Exhibit H, Funding Detail**, will automatically change, utilizing the following formula:

The additional match required on the uncompensated units = Uncompensated Substance Abuse Services X 16.67% + Uncompensated Mental Health Services that is not exempt from local match requirements X 33.33%. *

*The following MH services are exempt from the local match requirement

i. Deinstitutionalization Projects

Case Management
Intensive Case Management
Residential Services I-IV
Supported Housing/Living
Short Term Residential Treatment (not exempt if funded by Baker Act funds or operated by a public receiving facility)
FACT Teams

ii. CMH Programs (100435 Category & 102780 (PRTS) Category) that are not grant funded.

5. CORRECTIVE ACTION PLANS

In accordance with the provisions of s. 402.73(1), F.S., and Rule 65-29.001, Florida Administrative Code (F.A.C.), corrective action plans may be required for noncompliance, nonperformance, or unacceptable

performance under this contract. Penalties may be imposed, to include contract termination in whole or in part, for failures to implement or to make acceptable progress on such corrective action plans.

6. REDUCTION OR WITHOLDING OF FUNDS

a. The ME may reduce or withhold funds pursuant to Rule 65-29.001, F.A.C., if the Network Provider fails to comply with the terms of the 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 by the due dates listed on **Exhibit C, Required Reports.**

b. The ME's decision to reduce or withhold funds will be submitted to the Network Provider in writing. The written notice will specify the manner in which the Network Provider has failed to comply with the terms of the contract. When, and if, compliance is achieved, the withheld funds will be disbursed to the Network Provider.

7. CLOSURE OR SUSPENSION OF SERVICES

If the Network Provider closes or suspends the provision of services funded by this contract, the Network Provider agrees to notify the ME in writing thirty (30) calendar days prior to their intent to close, suspend or end service(s). If the Network Provider fails to notify the ME, the Network Provider hereby agrees not to request payment for services provided in prior months if the actual number of services in the month for which payment is being requested is less than twenty-five percent (25%) of the prorated amount of services by covered service as given on **Exhibit G, Covered Service Funding by OCA**, or twenty-five percent (25%) of the prorated share of the amount of funding as specified on **Exhibit G, Covered Service Funding by OCA**.

8. PURCHASE OF ADDITONAL SERVICES

The ME in its sole discretion and subject to funding availability, may purchase from any Network Provider prior to the end of the contract period any service units provided at any time during the term of the contract.

9. ADDITIONAL RELEASE OF FUNDS

At its sole discretion, the ME may approve the release of more than the monthly prorated amount when the Network Provider submits a written request justifying the release of additional funds, if funds are available and services have been provided.

10. THIRD PARTY BILLING

a. For the purposes of payment, the Department nor the ME shall be considered a liable third-party payer for Medicaid or other publicly funded benefits assistance program. A Medicaid enrolled Network Provider shall not bill the ME for Medicaid covered services provided to a Medicaid eligible recipient. The Network Providers shall not bill the ME for:
   i. Any Covered Service that is partially compensated by Medicaid, or another publicly funded benefits program source. This shall include any difference in a network provider's rate for a Covered Service and any discount or contracted rate payable by another source, or
   ii. An individual's share of service cost, when that cost is reimbursable by Medicaid, or another publicly funded benefits program.

Nothing in this section shall be construed to prevent payment for Covered Services that are not covered by Medicaid or another publicly funded benefits assistance program or provided to an individual who has depleted other fund sources.

b. Department funds may not reimburse services provided to:

i. Individuals who have third party insurance coverage when the services provided are covered under the insurance plan; or

ii. Medicaid enrollees or recipients of another publicly funded health benefits assistance program, when the services provided are covered by said program.

c. Department funds may reimburse services provided to:

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

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

iii. The Network Provider shall ensure that Medicaid funds are accounted for separately from funds for this contract.

d. In no event shall Medicaid, any health insurance, another publicly funded health benefits assistance program, or the ME be billed for the same service provided to the same individual on the same day.

e. Medicaid earnings cannot be used as local match.

f. The Network Provider shall ensure that Medicaid payments are accounted for in compliance with federal regulations.

g. The Network Provider shall ensure that Medicaid funds will be accounted for separately from funds for this Contract. This includes services such as Statewide Inpatient Psychiatric Program ("SIPP"), Florida Assertive Community Treatment ("FACT'), Community Action Treatment ("CAT"), Family Intensive Treatment ("FIT"), and Central Receiving Facilities.

11. PAYMENT FROM MEDICAID HEALTH MAINTENANCE ORGANIZATIONS, PREPAID MENTAL HEALTH PLAN, OR PROVIDER SERVICE NETWORKS

a. The Network Provider shall make every reasonable effort to identify and collect benefits from third-party payers for services rendered to eligible individuals. Third party payers are, unless waived in Section D (Special Provisions) of this contract, the Network Provider agrees that payments from commercial insurers such as worker's compensation, TRICARE, Medicare, Health Maintenance Organization, Managed Care Organizations, or other payers liable, to the extent that they are required by contract or law, to participate in the cost of providing services to a specific individual.

b. Requirements for all Medicaid-enrolled Network Service Providers, prior to invoicing the Managing Entity for any services provided to any Medicaid-enrolled recipients, the Network Provider must maintain documentation for each individual served in a format that is easily accessible and retrievable for monitoring or auditing purposes by the ME or Department that it has:

i. Submitted a prior authorization request for any Medicaid-covered services provided.

ii. Appealed any denied prior authorizations.

iii. Provided assistance to appeal a denial of eligibility or coverage.

iv. Verified the provided service is not a covered service under Florida Medicaid, as defined in Chapter 59G-4, F.A.C., or is not available through the individual's MMA Plan.

v. In cases where the individuals Medicaid-covered service limit has been exhausted for mental health services, an appropriately licensed mental health professional has issued a written clinical determination that the individual continues to need the specific mental health treatment service provided.

vi. In cases where the individual's Medicaid-covered service limit has been exhausted for substance use disorder treatment services a qualified professional as defined in Section 397.311, F.S., has issued a written clinical determination that the individual continues to need the specific service provided.

12. TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF) BILLING, IF APPLICABLE

The Network Provider's attention is directed to its obligations under applicable parts of Part A or Title IV of the Social Security Act and the Network Provider agrees that TANF funds shall be expended for TANF participants in accordance with Chapters 414, and 445, F.S. and the Department's State Plan for Temporary Assistance for Needy Families, renewal October 1, 2020 – September 30, 2023, or the latest revision thereof. Department's State Plan for Temporary Assistance for Needy Families can be obtained from the contract manager, or can be found at the following web site:

https://www.myflfamilies.com/service-programs/access/docs/TANF-Plan.pdf

The contract shall specify the unit cost rate for each covered service 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 covered services.

13. INVOICE REQUIREMENTS

a. The rates negotiated with any Network Provider may not exceed the rate as specified in in **Exhibit G, Covered Service Funding by OCA** and/or the amounts listed in **Exhibit M-2, Line Item Operating Budget**, where applicable.

b. Network Providers are required to comply with Rule 65E-14.021, F.A.C., Schedule of Covered Services, including but not limited to, covered services, methods of payments, descriptions, program areas, data elements, required fiscal reports, program description, rate setting process, payment for services including allowable and unallowable units and requests for payments.

c. For Network Providers that receive block grant funding, the invoice shall include the minimum data elements to satisfy the Department's application and reporting requirements.

d. A Network Provider that receives block grant funding shall, in its invoice, provide sufficient detail that captures, reports, and tests the validity of expenditures and service utilization.

e. The Network Provider shall request payment monthly through submission of a properly completed invoice, within eight (8) days following the end of the month for which payment is being requested for the delivery of service. Payment to the Network Provider by the ME is subject to the availability of funds and payments received from the Department. The invoice, Monthly Payment Request, is incorporated herein by reference and available upon request from the ME's Contract Manager.

f. If no services are due to be invoiced from the preceding month, the Network Provider shall submit a written document to the ME indicating this information within eight (8) calendar days following the end of the month. Should the Network Provider fail to submit an invoice or written documentation if no services are due to be invoiced from the preceding month, within thirty (30) calendar days following the end of the month, then the ME at sole discretion can reallocate funds. If the Network Provider fails to submit an invoice or written documentation for two (2) consecutive months within a twelve (12) month period, the ME at sole discretion can terminate the contract.

g. The Network Provider's final invoice must reconcile actual service units provided during the contract period with the amount paid by the ME. The Network Provider shall submit their fiscal year final invoice to the ME within twenty (20) days after the end of each state fiscal year in the contract period.

h. The Network Provider shall ensure that the year-to-date number of units of service reported on a request for payment or any associated worksheet shall reconcile with the total number of units reported and accepted in KIS, PBPS, FASAMS, or other data system designated by the ME.

i. Pursuant to 65E-14.021(7)(a)2., F.A.C., the Network Provider shall not invoice for any Covered Services paid for under any other contract or from any other source. The Network Provider must subtract all units which are billable to Medicaid, and all units for SAMH client services paid from other sources, including Social Security, Medicare payments, Food Stamps, 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 Network Provider must immediately refund any overpayment to the ME, including but not limited to services provided to a Medicaid-eligible individual prior to becoming a Medicaid recipient when those services are subsequently covered under a retroactive Medicaid reimbursement determination. For services provided based on bed-day availability, the Network Provider must report any payments received from all other sources on the "Schedule of Bed-Day Availability" at the end of the fiscal year and refund any overpayment.

j. Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit.

14. SUPPORTING DOCUMENTAITON

a. The Network Provider agrees to maintain and submit to the ME, if applicable, service

documentation for each service billed to the ME pursuant to this contract. The Network Provider shall track all units billed to the ME by program and by Other Cost Accumulator (OCA). Proper service documentation for each SAMH covered service is outlined in Rule 65E-14.021, F.A.C., **Exhibit Y, Temporary Assistance for Needy Families (TANF) Funding Guidance,** if applicable.

b. The Network Provider shall maintain documentation to support all units billed to the ME and units subtracted for SAMH client services on each monthly request for payment.

c. Upon request, the network provider must submit to the ME and the Department information regarding the amount and number of services paid for by the Substance Abuse Prevention and Treatment Block Grant.

d. The Network Provider shall ensure that all services provided are entered into KIS, PBPS, FASAMS, or other data system designated by the ME.

e. The ME, Department and the State's Chief Financial Officer, reserve the right to request supporting documentation at any time after actual units have been delivered.

15. The Network Provider shall comply with the policies set forth in the Department of Financial Services Reference Guide for State Expenditures for guidance regarding the requirements applicable to the disbursement of funds from the State Treasury, regardless of payment methods. The Reference Guide for State Expenditures can be obtained at the following website:

https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf

The Network Provider shall also comply with active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing. The Division of Accounting and Auditing Memoranda website is found in the link below:

https://www.myfloridacfo.com/division/aa/state-agencies/cfo-memos

16. FUNDING SWEEPS

The Network Provider agrees that at the sole discretion of the ME and at such time and upon terms, conditions or criteria set by the ME, a review of the funding utilization rate or pattern of the Network Provider may be conducted by the ME. Based upon such review, if it is determined that the rate of utilization may result in a lapse of funds, then in that event the ME may amend the Network Provider's total amount of funding by reducing same to prevent the potential lapse. Additionally, the Network Provider's funding may be reduced and reallocated within the system of care, as determined by the ME and its sole discretion, to meet the changing needs of the system of care. The ME will notify the Network Provider in writing of the reduction prior to amending the total amount of funding. The ME's Lapse Policy is incorporated herein by reference.

Exhibit C
Required Reports

Required Reports	Due Date	# of Copies	Send to:
Response to Monitoring Reports and Corrective Action Plans	Within 10 business days from the day the report is received	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. SFBHN staff member issuing CAP
External Quality Assurance Reviews, Monitoring Reports, Surveys and Corrective Actions, as applicable	As requested by the Contract Manager or other SFBHN staff	1 (Electronic Submission via E-mail)	1. ME Contract Manager
Memorandum of Understanding (MOU) with a Federally Qualified Health Center (FQHC) **or** Federally Qualified Health Centers are required to submit policies and procedures that explain the access to primary care services to the medically underserved behavioral health client	Within 90 calendar days of the effective date of the contract between the ME and the Network Provider (for newly executed MOU's); Within 30 calendar days for renewed MOU's; Updates to P&P for FQHC's shall be submitted within 30 calendar days of adoption	1 (Electronic Submission via E-mail)	ME Contract Manager
Sliding Fee Scale [reflecting the uniform schedule of discounts referenced in 65E-14.018(4)]	Prior to contract execution	1 (Electronic Submission via E-mail)	ME Contract Manager
Final FY 2023-2024 (1) Projected Cost Center Operating and Capital Budget, (2) Budget Narrative, (3) Network Providers Agency Service Capacity Report, (4) Cost Center Personnel Detail Report	Submitted annually prior to contract execution. Submit updates within 30 calendar days of execution of an amendment to the contract affecting the budget.	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. VP of Finance

Exhibit C
Required Reports

Program Description (1) Organizational Profile (2) Service Activity Description (3) Supplemental Program Description(s)	Annually, prior to contract execution. Submit updates within 30 calendar days of amendment	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. VP of Behavioral Health
Affidavit Regarding Debarment	Annually prior to contract execution, or as requested by the Contract Manager	1	ME Contract Manager
Incident Report	Reporting will occur in accordance with CFOP 215-6 and reportable incidents defined CFOP 180-4 Mandatory Reporting Requirements to the Office of the Inspector General	Submission through IRAS. IRAS reporting process does not replace the reporting of incidents to other entities as required by statute, rules or operating procedure	Submission through IRAS. IRAS reporting process does not replace the reporting of incidents to other entities as required by statute, rules or operating procedure
Monthly Data Required by DCF into ClearPoint	Service data shall be submitted electronically, weekly, by 12:00 Noon every Wednesday. Final monthly shall be submitted electronically to the ME no later than the 4th of each month following the month of service	Electronically	ClearPoint or other data system designated by the ME or the Department
ADA Client Communication Assessment Auxiliary Aid Service Record Monthly Summary Report (Applicable to agency's that employ fifteen (15) or more employees)	By the 4th business day following the reporting month	1 (Electronic Submission via E-mail)	https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html Confirmation E-mail to the ME Contract Manager
Monthly Service Invoice	Monthly, by the eighth (8th) calendar day after the month of service	1	ME Sr. Accountant (Fiscal Department)
Invoice Review Supporting Documentation	Submitted with the monthly invoice, as appropriate, and/or as requested by SFBHN staff	1	As requested by ME staff

Exhibit C
Required Reports

Final Invoice	By July 20 of each fiscal year and/or 20 days after contract end date	1	ME Sr. Accountant (Fiscal Department)
Designation of Dispute Resolution Officer	Within 5 working days of contract execution	1 (Electronic Submission via E-mail)	ME Contact Manager
Affidavit of Employment Eligibility in accordance with 448.095, FS	Annually, prior to contract execution.	1 (Electronic Submission via E-mail)	ME Contract Manager
Provider Tangible Property Inventory Form/Report	04/01/2024	1 (Electronic Submission via E-mail)	ME Contract Manager
Attestation of Network Provider's Verification that all applicable employees and subcontractors with access to ME and/or DCF information systems have signed a DCF Security Agreement Form	04/01/2024	1 (Electronic Submission via E-mail)	ME Contract Manager
Civil Rights Compliance Checklist (CF0946)	04/01/2024	1 (Electronic Submission via E-mail)	ME Contract Manager
Civil Rights Certificate (CF707)	04/01/2024	1 (Electronic Submission via E-mail)	ME Contract Manager
Signed Florida Department of Children and Families Employment Screening Affidavit that all required staff have been screened or Network Provider	04/01/2024	1 (Electronic Submission via E-mail)	ME Contract Manager

Exhibit C
Required Reports

is awaiting the results of screening			
Quarterly Financial Statements (Balance Sheet and Statement of Activity)	**April 29, 2024** (Period: 01/01/24 - 03/31/24) **July 31, 2024** (Period: 04/01/24 - 06/30/24)	1 (Electronic Submission via E-mail)	**1.** ME VP of Finance **2.** ME Contract Manager
Attestation indicating the filing of Form 941 and payment of any taxes due to the IRS have been paid.	**April 29, 2024** (Period: 01/01/24 - 03/31/24) **July 31, 2024** (Period: 04/01/24 - 06/30/24)	1 (Electronic Submission via E-mail)	ME Contract Manager
Year-End Financial Reports for Network Provider's Not Requiring Audits Per Attachment II			
Certification indicating that recipient expended less than $750,000 in Federal Awards or in State Awards during the fiscal year	Due 180 days after the end of the Network Provider's fiscal year or within 30 days (federal) or 45 (state) of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes The schedule shall be based on revenues and expenditures recorded during the state's fiscal year.	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** VP of Finance
Schedule of State Earnings	Due 180 days after the end of the Network Provider's fiscal year or within 30 days (federal) or 45 (state) of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes The schedule shall be based on revenues and expenditures recorded during the state's fiscal year.	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** VP of Finance

Exhibit C
Required Reports

Projected Cost Center Operating and Capital Budget Actual Expenses & Revenues Schedule	Due 180 days after the end of the Network Provider's fiscal year or within 30 days (federal) or 45 (state) of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes The schedule shall be based on revenues and expenditures recorded during the state's fiscal year.	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. VP of Finance
Local Match Calculation Form - Template 9 - Department of Children and Families form, available at the following website: Managing Entities | Florida DCF (myflfamilies.com)	Due 180 days after the end of the Network Provider's fiscal year or within 30 days(federal) or 45 (state) of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes The schedule shall be based on revenues and expenditures recorded during the state's fiscal year.	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. VP of Finance
Schedule of Bed-Day Availability Payments	Due 180 days after the end of the Network Provider's fiscal year or within 30 days(federal) or 45 (state) of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes The schedule shall be based on revenues and expenditures recorded during the state's fiscal year.	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. VP of Finance
Agency Prepared Financial Statements (Balance Sheet and Statement of Activity	Due 180 days after the end of the Network Provider's fiscal year or within 30 days(federal) or 45 (state) of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. VP of Finance

Exhibit C
Required Reports

	Statutes The schedule shall be based on revenues and expenditures recorded during the state's fiscal year.		
Year-End Financial Reports for Network Provider's Requiring Audits Per Attachment II			
Correspondence from the Auditor showing proof of submission of the Audit Report and Management Letter to the Network Provider.	Due 180 days after the end of the Network Provider's fiscal year or within 30 days (federal) or 45 (state) of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes The schedule shall be based on revenues and expenditures recorded during the state's fiscal year.	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. VP of Finance
Management letter addressed to the Network Provider issued by the Auditor	Due 180 days after the end of the Network Provider's fiscal year or within 30 days(federal) or 45 (state) of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes The schedule shall be based on revenues and expenditures recorded during the state's fiscal year.	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. VP of Finance
Financial & Compliance Audit to include the necessary schedules per Attachment II	Due 180 days after the end of the Network Provider's fiscal year or within 30 days (federal) or 45 (state) of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes The schedule shall be based on revenues and expenditures recorded during the state's fiscal year.	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. VP of Finance

Exhibit C
Required Reports

Schedule of State Earnings	Due 180 days after the end of the Network Provider's fiscal year or within 30 days(federal) or 45 (state) of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes The schedule shall be based on revenues and expenditures recorded during the state's fiscal year.	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. VP of Finance
Schedule of Related Party Transaction Adjustments	Due 180 days after the end of the Network Provider's fiscal year or within 30 days (federal) or 45 (state) of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes The schedule shall be based on revenues and expenditures recorded during the state's fiscal year.	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. VP of Finance
Local Match Calculation Form - Template 9 - Department of Children and Families form, available at the following website: Managing Entities | Florida DCF (myflfamilies.com)	Due 180 days after the end of the Network Provider's fiscal year or within 30 days (federal) or 45 (state) of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes The schedule shall be based on revenues and expenditures recorded during the state's fiscal year.	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. VP of Finance

Exhibit C
Required Reports

Projected Cost Center Operating and Capital Budget Actual Expenses & Revenues Schedule	Due 180 days after the end of the Network Provider's fiscal year or within 30 days (federal) or 45 (state) of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes The schedule shall be based on revenues and expenditures recorded during the state's fiscal year.	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** VP of Finance
Schedule of Bed-Day Availability Payments	Due 180 days after the end of the Network Provider's fiscal year or within 30 days (federal) or 45 (state) of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes The schedule shall be based on revenues and expenditures recorded during the state's fiscal year.	1 (Electronic Submission via E-mail)	**1.** ME Contract Manager **2.** VP of Finance
Reports Required for State Opioid Response Discretionary Grant Providers			
Quarterly Outreach and Community Education Activities Log	Due monthly, by the 15th of every month following the month of service	1 (Electronic Submission via E-mail) Encrypted and Password Protected	1. ME Contract Manager 2. Adult System of Care Specialist
Monthly/Quarterly Vacancy and Engagement Report	Due monthly, by the 15th of every month following the month of service	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. Adult System of Care Specialist
Thriving Mind MDFR CP Data Report	Due monthly, by the 15th of every month following the month of service	1 (Electronic Submission via E-mail)	1. ME Contract Manager 2. Adult System of Care Specialist

Exhibit C
Required Reports

Peer Support Services			
Peer Support Employment Report (Monthly, per Exhibit AO)	By the 10th day of the month following the month of services	One (1) Password, protected and encrypted Electronic Submission	1. ME Peer Services Manager 2.ME Contract Manager
Peer Support Services Report (Monthly, per Exhibit AO)	By the 10th day of the month following the month of services	One (1) Password, protected and encrypted Electronic Submission	1.ME Peer Services Manager 2.ME Contract Manager

Note: When a regular due date for a required report falls on a weekend or a legal holiday, the due date is extended to the next business day immediately following the weekend or holiday.

EXHIBIT D

Substance Abuse & Mental Health Required Performance Outcomes & Outputs

Network Provider Name:	Miami-Dade County through the Miami-Dade Fire Rescue Department
Contract #:	ME225-13-14
Date:	January 1, 2024
Amendment #:	

The Network Provider is directed to the Department's Guidance Document 24, Performance Measurement Manual for program guidance on the measures in Tables 1 & 2 below. To access the Department's FY 23-24 Guidance Document 24, click on the link below: https://www.myflfamilies.com/service-programs/samh/managing-entities/index.shtml. *Note: Click on FY23-24 ME Templates and click on Guidance Document 24 – Performance Measurement Manual*

Table 1 -Network Provider Measures

Target Population and Measure Description	Annual Target	Minimum Acceptable Performance	Performance This Period	Year to Date Performance
Adults Community Mental Health				
a. MH003- Average annual days worked for pay for adults with severe and persistent mental illness	40	38		
b. MH703- Percent of adults with serious mental illness who are competitively employed	24%	22.8%		
c. MH742 - Percent of adults with severe and persistent mental illnesses who live in stable housing environment	90%	85.5%		
d. MH743 - Percent of adults in forensic involvement who live in stable housing environment	67%	63.7%		
e. MH744 - Percent of adults in mental health crisis who live in stable housing environment	86%	81.7%		
Adult Substance Abuse				
a. SAA73 - Percentage change in clients who are employed from admission to discharge	10%	9.5%		
b. SA754 - Percent change in the number of adults arrested 30 days prior to admission versus 30 days prior to discharge	15%	14.3%		
c. SA755 - Percent of adults who successfully complete substance abuse treatment services	51%	48.5%		
d. SA756 - Percent of adults with substance abuse who live in a stable housing environment at the time of discharge	94%	89.3%		
Children's Mental Health				
a. MH012 - Percent of school days seriously emotionally disturbed (SED) children attended	86%	81.7%		
b. MH377 - Percent of children with emotional disturbances (ED) who improve their level of functioning	64%	60.8%		
c. MH378 - Percent of children with serious emotional disturbances (SED) who improve their level of functioning	65%	61.8%		
d. MH778 - Percent of children with emotional disturbance (ED) who live in a stable housing environment	95%	90.3%		
e. MH779 - Percent of children with serious emotional disturbance (SED) who live in a stable housing environment	93%	88.4%		
f. MH780 - Percent of children at risk of emotional disturbance (ED) who live in a stable housing environment	96%	91.2%		
Children's Substance Abuse				
a. SA725 - Percent of children who successfully complete substance abuse treatment services	48%	45.6%		
b. SA751 - Percent change in the number of children arrested 30 days	20%	19.0%		

prior to admission versus 30 days prior to discharge				
c. **SA752** - Percent of children with substance abuse who live in a stable housing environment at the time of discharge	93%	88.4%		

Table 1 – Network Service Provider Performance Measures	Annual Target	Minimum Acceptable Performance	Performance This Period	Year to Date Performance

Network Provider Compliance: Network Providers shall achieve a minimum of 95% of the annual target levels in Table 1. The measures shall be demonstrated on an annual basis but will be monitored by the ME monthly.

For each measure where the Year-to-Date performance falls below the Minimum Acceptable Performance, the Network Provider will submit a brief narrative, at the request of the ME, describing each of the following elements:

1. Any specific challenges, obstacles, or other operational considerations which are identified as significant factors underlying the unsatisfactory level of performance.
2. Any extenuating circumstances beyond the Network Provider's scope which are identified as significant factors underlying the unsatisfactory level of performance.
3. Efforts the Network Provider has undertaken to support improved performance during this reporting period.
4. Efforts the Network Provider will undertake in the future to support improved performance during subsequent reporting periods.
5. Any region-wide guidance, capacity, training, or other logistical supports needed to support improved performance during subsequent reporting periods.

	Table 2 Network Service Provider Output Measures – Persons Served For Fiscal Year FY23-24	
	Service Category	**FY Target**
Adult Mental Health	Residential Care	N/A
	Outpatient Care	N/A
	Crisis Care	N/A
	State Hospital Discharges	N/A
	Peer Support Services	N/A
Children's Mental Health	Residential Care	N/A
	Outpatient Care	N/A
	Crisis Care	N/A
Adult Substance Abuse	Residential Care	N/A
	Outpatient Care	250
	Detoxification	N/A
	Women's Specific Services	N/A
	Injecting Drug Users	N/A
	Peer Support Services	250
Children's Substance Abuse	Residential Care	N/A
	Outpatient Care	N/A
	Detoxification	N/A
	Prevention	N/A

Network Provider Compliance: Failure to meet the applicable standards established in Tables 1 and 2 shall be considered nonperformance pursuant to **Standard Contract, Section 8. Financial Consequences for Network Provider's Failure to Perform.**

EXHIBIT F
SAMH PROGRAMMATIC STATE AND FEDERAL LAWS, RULES, AND REGULATIONS

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

F2: The Department's contract document Exhibit A2 – SAMH Programmatic State and Federal Law, Rules and Regulations, dated July 1, 2023 or the latest revision thereof, herein incorporated by reference found at: https://www.myflfamilies.com/services/substance-abuse-and-mental-health/samh-providers/managing-entities/managing-entities-fy23

F2-1 Federal Authority

F2-1.1 Block Grants Regarding Mental Health and Substance Abuse

F2-1.1.1 Block Grants for Community Mental Health Services

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

F2-1.1.2 Block Grants for Prevention and Treatment of Substance Abuse

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

45 CFR Part 96, Subpart L

F2-1.2 Department of Health And Human Services, General Administration, Block Grants

45 CFR Part. 96

F2-1.3 Charitable Choice Regulations Applicable to Substance Abuse Block Grant and PATH Grant

42 CFR Part 54

F2-1.4 Confidentiality Of Substance Use Disorder Patient Records

42 CFR Part 2

F2-1.5 Security and Privacy

45 CFR Part 164

F2-1.6 Supplemental Security Income for the Aged, Blind and Disabled

20 CFR Part 416

F2-1.7 Temporary Assistance to Needy Families (TANF)

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

45 CFR, Part 260

F2-1.8 Projects for Assistance in Transition from Homelessness (PATH)

42 U.S.C. ss. 290cc-21 – 290cc-35

F2-1.9 Equal Opportunity for Individuals with Disabilities (Americans with Disabilities Act of 1990)

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

F2-1.10 Prevention of Trafficking (Trafficking Victims Protection Act of 2000)

22 U.S.C. s. 7104

2 CFR Part 175

F2-1.11 Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

2 CFR Part 182

2 CFR Part 382

F2-2 Florida Statutes

F2-2.1 Child Welfare and Community Based Care

Ch. 39, F.S.	Proceedings Relating to Children
Ch. 402, F.S.	Health and Human Services: Miscellaneous Provisions

F2-2.2 Substance Abuse and Mental Health Services

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

F2-2.3 Developmental Disabilities

Ch. 393, F.S.	Developmental Disabilities

F2-2.4 Adult Protective Services

Ch. 415, F.S.	Adult Protective Services

F2-2.5 Forensics

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

F2-2.6 State Administrative Procedures and Services

Ch. 119, F.S.	Public Records
Ch. 120, F.S.	Administrative Procedures Act
Ch. 287, F.S.	Procurement of Personal Property and Services
Ch. 435, F.S.	Employment Screening
Ch. 815, F.S.	Computer-Related Crimes
Ch. 817, F.S.	Fraudulent Practices
S. 112.061, F.S.	Per diem and travel expenses of public officers, employees, and authorized persons; statewide travel management system
S. 112.3185, F.S.	Additional standards for state agency employees
S. 215.422, F.S.	Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
S. 216.181(16)(b), F.S.	Advanced funds for program startup or contracted services

F2-3 Florida Administrative Code

F2-3.1 Child Welfare and Community Based Care

Ch. 65C-45, F.A.C.	Levels of Licensure
Ch. 65C-46, F.A.C.	Child-Caring Agency Licensing
Ch. 65C-15, F.A.C.	Child-Placing Agencies

F2-3.2 Substance Abuse and Mental Health Services

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

Ch. 65E-26, F.A.C.	Substance Abuse and Mental Health Priority Populations and Services

F2-3.3 Financial Penalties

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

F2-4 MISCELLANEOUS

F2-4.1 Department of Children and Families Operating Procedures

CFOP 170-18	Services for Children with Mental Health and Any Other Co-Occurring Substance Abuse or Developmental Disability Treatment Needs in Out-of-Home Care Placements
CFOP 155-11	Title XXI Behavioral Health Network
CFOP 155-47	Processing Referrals From The Department Of Corrections
CFOP 215-6	Incident Reporting and Analysis System (IRAS)

F2-4.2 Standards applicable to Cost Principles, Audits, Financial Assistance and Administrative Requirements

S. 215.425, F.S.	Extra Compensation Claims prohibited; bonuses; severance pay
S. 215.97, F.S.	Florida Single Audit Act
S. 215.971, F.S.	Agreements funded with federal or state assistance
Ch. 65I-42, F.A.C.	Travel Expenses
Ch. 69I-5, F.A.C	State Financial Assistance
CFO's Memorandum No. 01	Contract and Grant Reviews and Related Payment Processing Requirements
CFO's Memorandum No. 02	Reference Guide for State Expenditures
Comptroller's Memorandum No. 04	Guidance on all Contractual Service Agreements Pursuant to Section 215.971, Florida Statutes
CFO's Memorandum No. 20	Compliance Requirements for Agreements
2 CFR, Part 180	Office of Management and Budget Guidelines to Agencies on Government Wide Debarment and Suspension (Non-procurement),
2 CFR, Part 200	Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200

2 CFR, Part 300	Department of Health and Human Services - Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Adoption of 2 CFR Part 200
45 CFR, Part 75	Uniform Administration Requirements, Cost Principles, and Audit Requirements for HHS Awards

F2-4.3 Data Collection and Reporting Requirements

S. 394.74(3)(e), F.S.	Data Submission
S. 394.9082, F.S.	Behavioral health managing entities
S. 394.77, F.S.	Uniform management information, accounting, and reporting systems for providers
S. 397.321(3)(c), F.S.	Data collection and dissemination system
DCF PAM 155-2	Financial and Services Accountability Management System (FASAMS)

EXHIBIT H - FUNDING DETAIL

Provider: Miami-Dade County through the Miami-Dade Fire Rescue Department **Contract #:** ME225-13-14 **Amendment #**

ADULT MENTAL HEALTH

OCA DESCRIPTION	NEW OCA	AMOUNT
Residential Services	MH001	$ -
Non-Residential Services	MH009	$ -
Crisis and Baker Act Services	MH018	$ -
Early Intervention - Psychotic Disorders	MH026	$ -
Community Forensic Program	MH072	$ -
Indigent Drug Program	MH076	$ -
Proviso Allocation - Citrus	MH094	$ -
Carry Forward	MH0CF	$ -
Care Coordination	MH0CN	$ -
Forensic Hospital Multidisciplinary Team	MH0FH	$ -
FACT Team	MH0FT	$ -
PATH Grant	MH0PG	$ -
TANF Services	MH0TB	$ -
BSCA Early Intervention SVC-Psychotic Disorders	MH26B	$ -
BSCA 988 Suicide & Crisis Lifeline	MHCBS	$ -
Citrus Health Network ACS	MH128	$ -
Expanding 211 Call Volu Coordination Initiative	MH211	$ -
Emergency COVID-19 Grant Supplemental	MHCOS	$ -
Early Intervention Services MHBG Supplemental 2	MH262	$ -
Supported Employment Services	MHEMP	$ -
Forensic Transitional Beds	MHFM1	$ -
Residential stability Coord MHBG SUP2	MHRE2	$ -
For Profit Sub-Recipient - Key West HMA	MHSFP	$ -
MDC – Central Receiving Facility	MDCRF	$ -
Suicide Prevention MHBG Supplemental 2	MHPV2	$ -
Community Action Treatment (CAT) Team	MHCAT	$ -
Mobile Crisis Team	MHMCT	$ -
Involuntary Outpatient Services Pilot Project	MH021	$ -
MH Services MHBG Supplemental 2	MHARP	$ -
Connect Familias Youth Screen	MHCFY	$ -
JCS Crisis Line	MHJCL	$ -
JCS Surfside	MHSUR	$ -
Core Crisis Set Aside MHBG Supplemental 2	MH988	$ -
Core Crisis Set Aside MHBG Supplemental 2	MHCC2	$ -
Agape Network - Community Reentry	MH101	$ -
MDC-HT/ Project Lazarus Specialized Outreach	MH119	$ -
CRF- Banyan	MHSCR	$ -
TOTAL ADULT MENTAL HEALTH =		**$ -**

CHILDREN MENTAL HEALTH

OCA DESCRIPTION	NEW OCA	AMOUNT
Residential Services	MH001	$ -
Non-Residential Services	MH009	$ -
Crisis and Baker Act Services	MH018	$ -
Purchased Residential Treatment (PRTS)	MH071	$ -
Special Appropriation - ICFH	MH0BN	$ -
BSCA 988 Suicide & Crisis Lifeline	MHCBS	$ -
Carry Forward	MH0CF	$ -
		$ -
Community Action Treatment (CAT) Team	MHCAT	$ -
Mobile Crisis Team	MHMCT	$ -
ME Other Multidisciplinary Team	MHMDT	$ -
Telehealth Behavioral Health Services	MHTLH	$ -
		$ -
Specialty Programs	SPLTY	$ -
Connect Familias Youth Screen	MHCFY	$ -
JCS Crisis Line	MHJCL	$ -
		$ -
MH Services MHBG Supplemental 2	MHARP	$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
TOTAL CHILDREN MENTAL HEALTH =		**$ -**

ADULT SUBSTANCE ABUSE

OCA DESCRIPTION	NEW OCA	AMOUNT
Residential Services	MS003	$ -
Non-Residential Services	MS011	$ -
Detox Services	MS021	$ -
HIV Services	MS023	$ -
Prevention Services	MS025	$ -
Women's Services	MS027	$ -
Pregnant Women Project	MS081	$ -
FIT Team	MS091	$ -
Care Coordination	MS0CN	$ -
Carry Forward	MS0CF	$ -
TANF Services	MS0TB	$ -
Opioid TF Hospital Bridge Programs	MSOHB	$ -
Opioid TF Non-Qualified Counties	MSONQ	$ -
Opioid TF Peer Supports & Recovery Comm	MSOPR	$ -
Opioid TF Treatment and Recovery	MSOTR	$ 1,750,000
McKinsey Settlement- SA Services	MS925	$ -
Community Based Services	MSCBS	$ -
		$ -
NES/SEN Care Coordination SAPT Supplemental 2	MSCS3	$ -
Opioid Response Disc. Rec Comm Org-Year 4	MSRC4	$ -
Opioid Response Disc. Rec Comm Org-Year 5	MSRC5	$ -
SOR-MAT Year 4	MSSM4	$ -
SOR-MAT Year 5	MSSM5	$ -
Suicide Prevention SAPT SUP1	MSSPV	$ -
Specialty Programs	SPLTY	$ -
		$ -
JCS Crisis Line	MHJCL	$ -
		$ -
SA Services SAPT Supplemental 2	MSARP	$ -
Primary Prevention SAPT Supplemental 2	MS252	$ -
COSSAP	COSSAP	$ -
TOTAL ADULT SUBSTANCE ABUSE =		**$ 1,750,000**

CHILDREN SUBSTANCE ABUSE

OCA DESCRIPTION	NEW OCA	AMOUNT
Residential Services	MS003	$ -
Non-Residential Services	MS011	$ -
Detox Services	MS021	$ -
HIV Services	MS023	$ -
Prevention Services	MS025	$ -
Prevention Partnership Grant	MS0PP	$ -
Carry Forward	MS0CF	$ -
TANF Services	MS0TB	$ -
		$ -
		$ -
		$ -
Proviso Allocation - Here's Help	MS903	$ -
Here's Help Residential Treatment Expansion	MS921	$ -
Prevention Partnership Prog SAPT SUP1	MSPPS	$ -
Suicide Prevention SAPT SUP1	MSSPV	$ -
Suicide Prevention SAPT Supplemental 2	MSPV2	$ -
SOR- Prevention Year 4	MSSP4	$ -
SOR- Prevention Year 5	MSSP5	$ -
Specialty Programs	SPLTY	$ -
		$ -
JCS Crisis Line	MHJCL	$ -
		$ -
Prevention Partnership Program SAPT Supplemental 2	MSPP2	$ -
Primary Prevention SAPT Supplemental 2	MS252	$ -
SA Services SAPT Supplemental 2	MSARP	$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
TOTAL CHILDREN SUBSTANCE ABUSE =		**$ -**

FUNDS NOT REQUIRING MATCH:

Drug Abuse Services	$ 810,527
Block Grant (CMHC)/MHG Increase	$ 701,852
Deinstitutionalization Project	$ -
CMH Program	$ -
	$ -
TOTAL FUNDS NOT REQUIRING MATCH	**$ 1,512,378**

TOTAL ALL PROGRAMS =	$ 1,750,000
UNCOMPENSATED UNITS =	$ 350,000
TOTAL =	**$ 2,100,000**
TOTAL FUNDS REQUIRING MATCH =	$
LOCAL MATCH REQUIRED =	**$**

NOTES
#N/A

EXHIBIT H - FUNDING DETAIL

Provider: Miami Dade Fire Rescue | Contract #: ME225-13-14 | Amendment #

ADULT MENTAL HEALTH

OCA DESCRIPTION	NEW OCA	AMOUNT
Residential Services	MH001	$ -
Non-Residential Services	MH009	$ -
Crisis and Baker Act Services	MH018	$ -
Early Intervention - Psychotic Disorders	MH026	$ -
Community Forensic Program	MH072	$ -
Indigent Drug Program	MH076	$ -
Proviso Allocation - Citrus	MH094	$ -
Carry Forward	MH0CF	$ -
Care Coordination	MH0CN	$ -
Forensic Hospital Multidisciplinary Team	MH0FH	$ -
FACT Team	MH0FT	$ -
PATH Grant	MH0PG	$ -
TANF Services	MH0TB	$ -
BSCA Early Intervention SVC-Psychotic Disorders	MH26B	$ -
BSCA 988 Suicide & Crisis Lifeline	MHCBS	$ -
Citrus Health Network ACS	MH128	$ -
Expanding 211 Call Vol& Coordination Initiative	MH211	$ -
Emergency COVID-19 Grant Supplemental	MHCOS	$ -
Early Intervention Services MHBG Supplemental 2	MH262	$ -
Supported Employment Services	MHEMP	$ -
Forensic Transitional Beds	MHFMH	$ -
Residential stability Coord MHBG SUP2	MHRE2	$ -
For Profit Sub-Recipeint - Key West HMA	MHSFP	$ -
MH 988 State & Territory Improvement Grant	MH981	$ -
MH 988 Implementation Fed Discretionary Grant	MH98G	$ -
MDC - Central Receiving Facility	MDCRF	$ -
Suicide Prevention MHBG Supplemental 2	MHPV2	$ -
Community Action Treatment (CAT) Team	MHCAT	$ -
Mobile Crisis Team	MHMCT	$ -
Specialty Programs	SPLTY	$ -
Involuntary Outpatient Services Pilot Project	MH021	$ -
MH Services MHBG Supplemental 2	MHARP	$ -
Connect Familias Youth Screen	MHCFY	$ -
JCS Crisis Line	MHJCL	$ -
JCS Surfside	MHSUR	$ -
Core Crisis Set Aside MHBG Supplemental 2	MH988	$ -
Core Crisis Set Aside MHBG Supplemental 2	MHCC2	$ -
Agape Network - Community Reentry	MH101	$ -
MDC-HT/ Project Lazarus Specialized Outreach	MH119	$ -
CRF- Banyan	MHSCR	$ -
TOTAL ADULT MENTAL HEALTH =		$ -

CHILDREN MENTAL HEALTH

OCA DESCRIPTION	NEW OCA	AMOUNT
Residential Services	MH001	$ -
Non-Residential Services	MH009	$ -
Crisis and Baker Act Services	MH018	$ -
Purchased Residential Treatment (PRTS)	MH071	$ -
Special Appropriation - ICFH	MH0BN	$ -
BSCA 988 Suicide & Crisis Lifeline	MHCBS	$ -
Carry Forward	MH0CF	$ -
		$ -
Community Action Treatment (CAT) Team	MHCAT	$ -
Mobile Crisis Team	MHMCT	$ -
ME Other Multidisciplinary Team	MHMDT	$ -
Telehealth Behavioral Health Services	MHTLH	$ -
		$ -
Specialty Programs	SPLTY	$ -
Connect Familias Youth Screen	MHCFY	$ -
JCS Crisis Line	MHJCL	$ -
		$ -
MH Services MHBG Supplemental 2	MHARP	$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
TOTAL CHILDREN MENTAL HEALTH =		$ -

ADULT SUBSTANCE ABUSE

OCA DESCRIPTION	NEW OCA	AMOUNT
Residential Services	MS003	$ -
Non-Residential Services	MS011	$ -
Detox Services	MS021	$ -
HIV Services	MS023	$ -
Prevention Services	MS025	$ -
Women's Services	MS027	$ -
Pregnant Women Project	MS081	$ -
FIT Team	MS091	$ -
Care Coordination	MS0CN	$ -
Carry Forward	MS0CF	$ -
TANF Services	MS0TB	$ -
Opioid TF Hospital Bridge Programs	MSOHB	$ -
Opioid TF Non-Qualified Counties	MSONQ	$ -
Opioid TF Peer Supports & Recovery Comm	MSOPR	$ -
Opiod TF Treatment and Recovery	MSOTR	$ 750,000
McKinsey Settlement- SA Services	MS925	$ -
Community Based Services	MSCBS	$ -
SOR-MAT Year 6	MSSM6	$ -
NES/SEN Care Coordination SAPT Supplemental 2	MSCS2	$ -
Opioid Response Disc. Rec Comm Org-Year 4	MSRC4	$ -
Opioid Response Disc Rec Comm Org-Year 5	MSRC5	$ -
SOR-MAT Year 4	MSSM4	$ -
SOR-MAT Year 5	MSSM5	$ -
Suicide Prevention SAPT SUP1	MSSPV	$ -
Specialty Programs	SPLTY	$ -
Opioid Response Disc Rec Comm Org-Year 6	MSRC6	$ -
JCS Crisis Line	MHJCL	$ -
Opioid TF Coord Opioid Recovery Care	MSOCR	$ 1,000,000
SA Services SAPT Supplemental 2	MSARP	$ -
Primary Prevention SAPT Supplemental 2	MS252	$ -
COSSAP	COSSAP	$ -
TOTAL ADULT SUBSTANCE ABUSE =		$ 1,750,000

CHILDREN SUBSTANCE ABUSE

OCA DESCRIPTION	NEW OCA	AMOUNT
Residential Services	MS003	$ -
Non-Residential Services	MS011	$ -
Detox Services	MS021	$ -
HIV Services	MS023	$ -
Prevention Services	MS025	$ -
Prevention Partnership Grant	MS0PP	$ -
Carry Forward	MS0CF	$ -
TANF Services	MS0TB	$ -
SOR- Prevention Year 6	MSSP6	$ -
		$ -
		$ -
Proviso Allocation - Here's Help	MS903	$ -
Here's Help Residential Treatment Expansion	MS921	$ -
Prevention Partnership Prog SAPT SUP1	MSPPS	$ -
Suicide Prevention SAPT SUP1	MSSPV	$ -
Suicide Prevention SAPT Supplemental 2	MSPV2	$ -
SOR- Prevention Year 4	MSSP4	$ -
SOR- Prevention Year 5	MSSP5	$ -
Specialty Programs	SPLTY	$ -
		$ -
JCS Crisis Line	MHJCL	$ -
		$ -
Prevention Partnership Program SAPT Supplemental 2	MSPP2	$ -
Primary Prevention SAPT Supplemental 2	MS252	$ -
SA Services SAPT Supplemental 2	MSARP	$ -
		$ -
		$ -
		$ -
		$ -
		$ -
TOTAL CHILDREN SUBSTANCE ABUSE =		$ -

FUNDS NOT REQUIRING MATCH:

Drug Abuse Services	$ 810,527
Block Grant (CMHC/BG Increase	$ 701,852
Deinstitutionalization Project	$ -
CMH Program	$ -
	$ -
TOTAL FUNDS NOT REQUIRING MATCH	$ 1,512,378

TOTAL ALL PROGRAMS =	$ 1,750,000
UNCOMPENSATED UNITS =	$ 350,000
TOTAL =	$ 2,100,000
TOTAL FUNDS REQUIRING MATCH =	$ 237,622
LOCAL MATCH REQUIRED =	$ 79,207

NOTES
#N/A

CONTRACT/OCA LEVEL PAN SUMMARY
SFY 2023-24

OCA	OCA TITLE	PAN SECTION	ALN/CFDA NUMBER AND TITLE	GRANTOR AGENCY	OBJECT CODE	OBJECT CODE TITLE	AMOUNT
MSRCS	ME ST OPIOID RESPONSE DISC-REC COMM ONG-TR S	I - FEDERAL FUNDS AWARDED TO THE RECIPIENT	93.788 OPIOID STATE TARGETED RESPONSE	U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES	730000	FEDERAL FINANCIAL ASSISTANCE - GENERAL	$ 1,750,000
MSRCS Total							$ 1,750,000
Grand Total							$ 1,750,000

MSRCS includes the following OCA	Amount
ASA - MSOTR	$750,000.00
ASA - MSOCR	$1,000,000.00
Total	$1,750,000.00

Exhibit M-1

SERVICES TO BE PROVIDED

Provider: Miami Dade Fire Rescue

Contract Number: ME225-13-14

A. Purpose:

The Miami Dade Fire Rescue ("MDFR") Community Paramedic Post Overdose Recovery Team Abatement Liaisons (CP-PORTAL) program follows Florida's Coordinated Opioid Recovery (CORE). It is founded on the following principles: evidence-based medicine, immediate lifesaving treatment to all in the community, and providing warm-handoffs for individuals served from inception to long-term treatment. CP-PORTAL is comprised of MDFR certified Community Paramedics who are trained in Medication-Assisted Treatment (MAT), recognizing behavioral health issues, Critical Stress Debriefings (CISD), abuse, neglect, drug & infectious disease testing, social worker services, and access to MDC/NGO resources. The program is designed to offer intervention resources to individuals who present with the disease of addiction during 911 calls or are referred by community or collaborating partners.

The CORE model establishes a recovery-oriented continuum of care and support for those seeking treatment and recovery support services for OUD. This comprehensive approach expands every aspect of overdose response and treats all primary and secondary impacts of substance use disorder (SUD). The CORE model disrupts the revolving door of addiction and overdose by providing primary care and peer navigators within the emergency department and immediately connecting individuals to sustainable overall health care. Department approval is required before implementing any variation of the CORE model.

The model includes the following tiered approach:

- Rescue Response
- Stabilization/ Assessment
- Long-term Treatment
- Recovery Supports

To ensure the implementation and administration of CP-PORTAL services, Thriving Mind shall require that the CP Provider adheres to the service delivery and reporting requirements referenced in the Department of Children and Families **Exhibit BL, Guidance 41, Coordinated Opioid Recovery (CORE) Network of Addiction Care**, dated October 1, 2023, or the latest revision thereof. Additional requirements established by Thriving Mind in this document must be adhered to and are contractually required.

Opioid Use Disorder (OUD):

As defined by the CDC, a substance use disorder is a problematic pattern of opioid use that causes significant impairment or distress. OUD is a treatable, chronic disease that can affect anyone – regardless of race, gender, income level, or social class. A diagnosis of OUD is based on specific criteria, such as unsuccessful efforts to cut down or control use or use, resulting in a failure to fulfill obligations at work, school, or home, among other criteria. It can even lead to overdose and death. In 2020, an estimated 2.7 million people ages 12 or older reported having an OUD.

Authority:

- Section 394.9082, F.S. C-1.2.3.25
- Chapter 2023-184 Act relating to opioid abatement.
- A contract between the Department of Children and Families and South Florida Behavioral Health Network d/b/a Thriving Mind South Florida.
- Thriving Mind South Florida and MDFR Community Paramedic Post Overdose Recovery Team Abatement Liaisons (CP-PORTAL) Requirements described in this Exhibit.

Clinical Opioid Withdrawal Scale (COWS):

A numbered scale designed to help clinicians tailor opioid withdrawal treatment to individual people. It is used in both inpatient and outpatient rehabilitation settings to determine the severity of opioid withdrawal and monitor how symptoms change over time during treatment. The scale uses 11 common symptoms of opioid withdrawal and measures their severity.

Buprenorphine:

A partial opioid agonist that provides some relief from opioid withdrawal symptoms. It is safe and effective for paramedic administration with these parameters and guidelines.

Naloxone:

A medication approved by the U.S. Food and Drug Administration (FDA) designed to rapidly reverse opioid overdose. It is an opioid antagonist, binding to opioid receptors and can reverse and block the effects of other opioids.

Precipitated withdrawal:

A rapid and intense onset of withdrawal symptoms initiated by medication as part of addiction treatment. In the case of buprenorphine, because it has a higher binding strength at the opioid receptor, it competes for the receptor, "kicks off" and replaces existing opioids. If a significant amount of opioids are expelled from the receptors and replaced, the opioid physically dependent individuals served will feel the rapid loss of the opioid effect, initiating

withdrawal symptoms. More precisely, precipitated withdrawal can occur when an antagonist (or partial agonist, such as buprenorphine) is administered to an individual with a physical dependence on full agonist opioids. Due to the high affinity but low intrinsic activity of buprenorphine at the μ-receptor, the partial agonist displaces full agonist opioids from the μ-receptors but activates the receptor to a lesser degree than full agonists which results in a net decrease in opioid agonist effect, thereby precipitating withdrawal.

B. Minimum Staffing Requirements:

MDFR Community Paramedic Post Overdose Recovery Team Abatement Liaisons (CP-PORTAL) program services use face-to-face professional and peer intervention. Services are deployed in real-time to the individual's location to achieve the needed and best outcomes for that individual. Below is the prescribed staffing pattern for the CP-PORTAL program. It is expected that the CP-PORTAL offers services in the four (4) quadrants of Miami-Dade County (North, South, East, and West) designated areas. Thriving Mind will allow negotiation with the CP Provider to go beyond the minimum staffing pattern indicated below for this program, including staff scheduling and whether each staff member works from an office setting or remotely during their scheduled hours. At a minimum, there must be a CP-PORTAL Officer, and a CP-PORTAL Driver staffed on each field team. Additionally, as staffing allows, the unit will have a Certified Peer Specialist, Mental Health Counselor, Addiction Specialist, and Psychiatrist. If the situation requires Mental Health oversight, a Psychiatrist or Behavioral Health Counselor can be accessed via telehealth or the designee.

C. Staffing Requirements

(1) Part-Time Board-Certified Psychiatrist (.3 FTE for program oversight & direction)

Minimum Qualifications: Mental Health and addiction treatment oversight by a Clinical Assistant Medical, Behavioral, and Addiction direction MD Psychiatrist. Board-certified licensed Psychiatrist with specialty experience in addiction medicine & psychiatry, treatment, particularly opioid care.

Roles & Functions: Provide psychiatric services and support when necessary to the individuals served.

(2) Program Director (.3 FTE for program oversight & direction)

Minimum Qualifications: Previous experience managing an opiate abatement program. Minimum (5) years in administrative and clinical

oversight and program development. Trained in Medication-Assisted Treatment (MAT), recognizing behavioral health and substance use needs, Critical Stress Debriefings (CISD), abuse, neglect, drug & infectious disease testing, and social worker services. The Program Director should also have experience in in-home assessments and social determinant health screening evaluation development. National Registry Certified Paramedic for a minimum of 5 years.

Roles & Functions: Responsible for overall program operations, overseeing daily operations and administrative operations, ensuring the program functions as agreed to by contract with Thriving Minds. The Program Director oversees adherence to regulatory compliance, scope of care, data agreements, billing, and appropriate use of funding.

(3) Community Paramedic Daily Field Operations Supervisor - Officer in Charge (CP-OIC) - (.5 FTE Supervises field teams)

Minimum Qualifications: MDFR Captain, Community Paramedic Certification, Registered Nurse (RN) preferred or Physician's Assistant or licensure in Social Work, Psychiatry, Mental Health, or related Human Services field. Minimum of one (1) year of related administrative experience in a behavioral health setting. Minimum two (2) years of experience in a supervisory role.

Role and Function: Directs day-to-day clinical operations of the CP-PORTAL units. Conducts supervision, weekly & monthly reporting, outreach, completed qualitative audits of clinical record documents, and scheduling, part of the CP-PORTAL Protocol Committee. Respond on the scene or to facilities as needed. Trained in Medication-Assisted Treatment (MAT), recognizing behavioral health issues, Critical Stress Debriefings (CISD), abuse, neglect, drug & infectious disease testing, social worker services, and access to MDC/NGO resources. Also trained in-home assessments and Social Determinant Health Screening. This includes but is not limited to supervising the urine drug screen, urine pregnancy test, clinical opioid withdrawal scale (COWS), vitals, PHQ 2 and/or 9, CIWA, and PDMP. Understanding of purified protein derivative skin test (PPD) will be administered to all appropriate individuals, as determined using the TB screening form. Direct the screening ordered if PPD is found not to be appropriate. Oversight Lab orders to include but not limited to HIV, hepatitis B and C, and syphilis testing. Managing the other infectious disease workup will be deferred to the clinical judgment of the provider Oversight of staff during daily operations of the units responding to substance use disorder (SUD) calls breakthrough events, follows, disease testing. As needed, responding to 911 scene, SUD individual's location, ER, or as needed, overseeing the obtaining consent, providing treatment, connecting to resources/recovery, disease testing,

and facilitating access to care and medications.

(4) Community Paramedic Officer (5.0 FTE 1 team leader per team)

Minimum Qualifications: Fire Officer and a Certified Community Paramedic trained in Medication-Assisted Treatment (MAT) certification, recognition of behavioral health issues, certified in Critical Stress Debriefings (CISD),* First Aid recognition of abuse, neglect, drug & infectious disease testing, in addition to certified Community Health Worker. Must be trained to complete Brief Addiction Monitor (BAM) Tool.

Role and Function: To staff the unit, the Certified Community Paramedic Officer will be responsible for final decisions on calls, documentation overview and also have one or more of the following specialties: Registered Nurse, Psychologist, Mental Health Counselor, Advance Care Nurse Practitioner, Physician's Assistant, License Social Worker, Licensed in Psychiatry or Psychology. Trained in Medication-Assisted Treatment (MAT), recognizing behavioral health issues, Critical Stress Debriefings (CISD), abuse, neglect, drug & infectious disease testing, social worker services, and access to MDC/NGO resources. Community Paramedics are also trained in-home assessments, Social Determinant Health Screening, Patient health Questionaire-2(PHQ2) &/or Patient Health Questionnaire -9(PHQ9), and CIWA psychological evaluations. The Community Paramedic will educate and train MDFR units combined with detailed, clear program implementation strategies. An effective, comprehensive roll-out plan is critical to the success of the new initiatives, assisting MDFR frontline units on when and how to best implement the resources provided by the Community Paramedics. The Community Paramedics will, as part of the abatement program, educate, enroll, treat, assist in acquiring resources, liaison with community partners, and provide treatment, continued care, and specific testing.

Program Scope Workflow: Staff the daily operations units responding to substance use disorder (SUD) calls, breakthrough events, follows, and disease testing. Responding to 911 scene, SUD individual's location, ER, or as needed to obtain consent, provide treatment, connect to resources/recovery, disease testing, and facilitate access to care and medications.

This includes, but is not limited to, urine drug screen, urine pregnancy test, clinical opioid withdrawal scale (COWS), vitals, PHQ 2 and/or 9, CIWA, and PDMP. A purified protein derivative skin test (PPD) will be administered to all appropriate individuals, as determined using the TB screening form. Other screening will be ordered if PPD is found not to be appropriate. Lab orders to include but not limited to will be completed for HIV, hepatitis B and C, and syphilis. Other infectious disease workups will

be deferred to the provider's clinical judgment.

(5) Community Paramedic (5.0 FTE for five teams-1 per team)

Minimum Qualifications: Certified Community Paramedic trained in Medication-Assisted Treatment (MAT) certification, recognition of behavioral health issues, certified in Critical Stress Debriefings (CISD),* First Aid recognition of abuse, neglect, drug & infectious disease testing, in addition to certified Community Health Worker. Must be trained to complete Brief Addiction Monitor (BAM) Tool.

Role and Function: To staff the unit, the Certified Community Paramedic will also have one or more of the following specialties: Registered Nurse, Psychologist, Mental Health Counselor, Advance Care Nurse Practitioner, Physician's Assistant, License Social Worker, Licensed in Psychiatry or Psychology. Trained in Medication-Assisted Treatment (MAT), recognizing behavioral health issues, Critical Stress Debriefings (CISD), abuse, neglect, drug & infectious disease testing, social worker services, and access to MDC/NGO resources. Community Paramedics are also trained in-home assessments, Social Determinant Health Screening, Patient health Questionaire-2(PHQ2) &/or Patient Health Questionnaire -9(PHQ9), and CIWA psychological evaluations. The Community Paramedic will educate and train MDFR units combined with detailed, clear program implementation strategies. An effective, comprehensive roll-out plan is critical to the success of the new initiatives, assisting MDFR frontline units on when and how to best implement the resources provided by the Community Paramedics. The Community Paramedics will, as part of the abatement program, educate, enroll, treat, assist in acquiring resources, liaison with community partners, and provide treatment, continued care, and specific testing.

Staff the daily operations units responding to substance use disorder (SUD) calls, breakthrough events, follows, and disease testing. Responding to 911 scene, SUD individual's location, ER, or as needed to obtain consent, provide treatment, connect to resources/recovery, disease testing, and facilitate access to care and medications.

This includes, but is not limited to, urine drug screening, urine pregnancy test, clinical opioid withdrawal scale (COWS), vitals, PHQ 2 and/or 9, CIWA, and PDMP. A purified protein derivative skin test (PPD) will be administered to all appropriate individuals, as determined using the TB screening form. Other screening will be ordered if PPD is found not to be appropriate. Lab orders to include but not limited to will be completed for HIV, hepatitis B and C, and syphilis. Other infectious disease workups will be deferred to the provider's clinical judgment.

(6) ***Grant Manager Administrative (.25 FTE for the overall program)***

Minimum Qualifications: Minimum of two (2) years' experience with managing contracts, legal compliance, drafting contracts and memos of understanding. Able to perform program audits as needed by MDFR, Thriving Mind of other funding sources.

Role and Function: Conducts grant-required documentation and upkeep. Is responsible for maintaining regulatory and contract funding compliance. Supervised monthly reporting and completed qualitative audits of clinical record documents and scheduling. Works with Thriving Minds to review and ensure the agreement is maintained to its' intent.

(7) ***Data Analyst (.50 FTE for the overall program)***

Minimum Qualifications: Bachelor's degree in health administration with a minimum of 5 years' experience in healthcare performing data analytics. Experienced in quality control and creating program performance data metrics. Able to perform as the Quality Assurance and Quality Improvement Officer with a mastery of statistical analysis software with 2 years' experience.

Role and Function: Directs day-to-day clinical operations of the CP-PORTAL within a geographic region. Conducts supervision, monthly reporting, outreach, completed qualitative audits of clinical record documents, and scheduling. Able to perform as the Quality Assurance and Quality Improvement Officer, ensuring the Key Performance indicators are adhered to and tracked. Conduct qualitative and quantitative internal/external reviews, able to complete projection planning and implementation of the QA/QM policies.

(8) ***Administrative Assistant (1.0 FTE for the overall program)***

Minimum Qualifications: Must have at least an associate degree in Arts/Science, Business Administration, or Health Services with at least two (2) years of administrative experience.

Role and Function: Assist the Program Manager with administrative tasks, including maintaining clinical records, completing quantitative audits of files, scheduling meetings, and submitting monthly reporting.

(9) ***Licensed Mental Health Clinician- (1.0 FTE for overall program)***

Minimum Qualifications: Licensed Clinical Social Worker, Licensed

Mental Health Counselor, or Licensed Marriage/Family Therapist. Minimum of two (2) years of experience in behavioral health crisis services. Bilingual in English/Spanish and/or English/Creole

Role and Function: Responds to calls/telehealth 24/7, meets the individual in person, conducts risk assessments, completes safety planning over a dedicated CP-PORTAL phone line, and provides therapy and counseling to individuals, couples, and families during the crisis. Complete required Assessments/Evaluations and Baker Acts when appropriate.

(10) ***Certified Peer Specialist-(1.0 FTE per team)***

Minimum Qualifications: Have a high school diploma or general equivalency diploma. Minimum two (2) years demonstrated recovery time from a significant mental health and/or substance use disorder at the date of application. Be at least 18 years of age. Within the last year have maintained at least 12 months of successful work or volunteer experience. Be certified recovery peer specialists or recovery support specialists certified by the Florida Certification Board or in the process of becoming certified. Recovery support specialists and recovery peer specialists are allowed one year from the date of their employment to obtain certification through the Florida Certification Board.

Role and Function: Serves as a positive role model to individuals and their families, sharing experiential knowledge and skills. The Peer Specialist must have experience and training in Crisis Intervention and be able to work with individuals experiencing crisis. Peer Specialists may be part of the in-person response team during the initial crisis event. Peer Specialists also provide follow-up services as needed.

D. Triage/Screening

MDFR 911 Calls

MDFR frontline units may refer an individual who experienced an overdose from a 911 call to the CP-PORTAL for follow-up. CP-PORTAL will reach out to the individual either still at the hospital or at their residence.

At the hospital: CP-PORTAL will meet the individual still in the hospital to provide information about the program, enroll and obtain consent from the individual to be part of the CP-PORTAL Opioid program. Once the individual is discharged, the individual will have a scheduled visit from the CP-PORTAL. During the initial visit Medication Assisted Treatment (MAT) may be started if

applicable, and a schedule that best suits the individual's needs will be established.

At the individual's home: CP-PORTAL will contact the individual served and provide information about the program, enroll and obtain consent from the individual to be part of the CP-PORTAL Opioid program. During the initial visit Medication Assisted Treatment (MAT) may be started if applicable, and a schedule that best suits the individual's needs will be established.

E. Assessments

CP-PORTAL is responsible upon initial contact for completing an assessment. All CP-PORTAL's referred with the individual's consent will have an assessment completed on the individual and will be maintained and accessible to Thriving Mind upon request. CP will be available with a variety of medication assisted treatments (MAT), including buprenorphine (Suboxone) and vivitrol, and referrals for methadone, if needed. The CP-PORTAL's may continue prescribing MAT for 30 Days or more, if needed. The CP-PORTAL's will consider the appropriate approach to dosing MAT that considers the situation and use pattern of the individual. CP's will also assess using Clinical Opioid Withdrawal Scales and Q Scores, in addition to other relevant mental health and social determinants screenings. Additionally, CP will have the ability to perform lab work on all individuals served for infectious disease. CP's will follow established protocols for buprenorphine induction. The CP-PORTAL assessment will include:

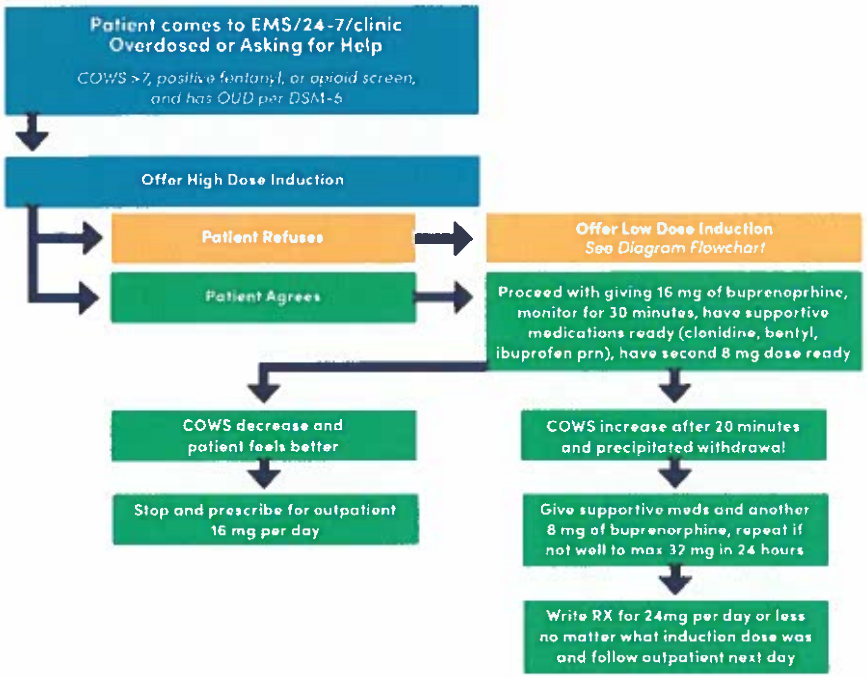
(1) Causes leading to the overdose event; including psychiatric, substance abuse, social, familial, and legal factors; safety and risk for the individual and others involved.

(2) Strengths and resources of the person, as well as those of family members and other natural supports; an Opioid Use Disorder/ Safety plan will be developed to assist the family.

(3) Recent inpatient hospitalizations and/or any current relationship with a behavioral health program .

(4) Medications prescribed as well as information on the individual's compliance with the medication regimen; and

(5) Medical history as it may relate to the OUD event.



CPs must also complete the Brief Addiction Monitor (BAM) Tool, as stipulated in Guidance Document 41, Coordinated Opioid Recovery (CORE) Network of Addiction Care. The BAM tool is a multidimensional scale of addiction used during Substance Use Disorder (SUD) treatment, which includes symptom level and functional outcomes. It is a brief, 17-item instrument administered either as a clinical interview or by patient self-report.

F. Resolution

CP-PORTALs engage with individuals on a regular basis for their scheduled MAT's if unable to provide them a "Warm Handoff". The follow-up visits are as described in the MAT Flow Chart. Once an individual has been granted a spot in an in/out-patient treatment program, the individual graduates the CP-PORTAL opioid program. Individuals may be re-enrolled on an as needed basis.

G. Peer Support

Peers should not duplicate the role of Licensed Clinicians but instead should establish rapport, share experiences, and strengthen engagement with the individual experiencing Opioid Use Disorder crisis. All Peers are also certified Community Paramedics. They may also engage with the family members of (or other persons significant to) those in crisis to educate them about self-care and ways to provide support. Peers should be certified or working towards certification but must be certified within one year of hire. Peer Specialists will

engage with the caller during or after the initial crisis call based on necessity. Should a Peer Specialist also have another role on the Team, such as a Licensed Clinician, they cannot serve the same individual in both capacities.

H. Coordination with Medical and Behavioral Health Services

Community Paramedics, as part of an integrated crisis system of care, must focus on linking individuals in Opioid Use Disorder event to all necessary medical and behavioral health services that can help resolve the situation and prevent future crises. These services include but not limited to, crisis stabilization or acute inpatient hospitalization, substance abuse detoxification, and treatment in the community (e.g., community mental health clinics, in-home therapy, family support services, and therapeutic mentoring).

I. Crisis Planning and Follow-Up

An adequate crisis response requires measures that address the person's unmet needs, both through individualized planning and by promoting systemic improvements. During an Opioid Use Disorder (OUD) crisis intervention, the Community Paramedics should engage the individual in an OUD crisis planning process, resulting in the creation or update of a range of planning tools, including a safety plan. When agreed to with the caller, follow-up with individuals will occur to assess the caller's safety, determine if the services to which they were referred were provided in a timely manner and are meeting their needs. If necessary, CP-PORTAL's may help facilitate the scheduling of in-person or telehealth appointments with a behavioral health provider. Follow-up services/activities is typically completed through telephonic outreach but there may be times when further face-to-face, in-person engagement may be warranted or even necessary when the individual cannot be reached by phone. The initial follow-up should occur within 24 – 72 hours or sooner of the initial interaction/contact, as determined by the CP-PORTAL's and clinician the recommendation. When requested, the CP-PORTAL's act as a liaison and will link the caller, person experiencing the OUD event, and/or family to community services.

J. Reporting Requirements and Continuous Quality Improvement

Apart from the report requirements listed in Exhibit C, Required Reports, the Network Provider will be required to submit several reports and documents to the Thriving Mind as follows:

(1) Monthly/Quarterly Vacancy and Engagement Report: To ensure that CP-PORTAL's and administrative staff are actively working to obtain and maintain qualified staff, the Network Provider via their Special Projects Bureau (SPB) must submit a monthly Vacancy and Engagement Report due by the fifteenth

(15th) of every month following the month of service, until the CP-PORTAL's Teams are fully staffed. Once fully staffed, the SPB will submit this report on a quarterly basis to the ME. Should the SPB experience an increase in staff shortages, the reporting will revert to monthly submissions. This report must include a listing of all vacant positions, the date they became vacant, the date of expected hire, and any engagement efforts that have taken place to hire staff for the vacant role (tabling at job/recruitment fairs, utilization of job seeking websites, etc.).

(2) Memorandum of Understanding (MOU): The Network Provider is encouraged to establish formal MOUs with other Network Providers, hospitals, schools and any other organization that may benefit from a relationship with this program.

(3) Thriving Mind MDFR CP Data Report: The Network Provider shall submit to the ME the Network Provider's SPB Data Report, herein incorporated by reference, monthly by the 4th of every month following the month of service.

(4) Quarterly Outreach and Community Education Activities Log: At a minimum the log will include the following elements:

- Name of the staff
- Target/Intended audience (i.e., community behavioral health providers, schools, private sector providers, etc.)
- Type of Activity (Event, Training, Community Fair, etc.)
- Date of Activity
- Location of Activity
- Number of Attendees

Copies of the following documents must be maintained on file and will be made available to Thriving Mind upon request.

- Any social media posts about the presentation, if applicable
- Attendance Sheets
- Agendas or Handouts
- PowerPoint Presentation(s)

(5) All reports and data required in **Guidance Document 41, Coordinated Opioid Recovery (CORE) Network of Addiction Care for Miami Dade County, dated October 1, 2023, or the latest revision.**

K. Promotion and Community Education

The promotion of the services provided by the Network Provider is an important component of effectively increasing community access to CP-PORTAL services.

(1) Collaborating with other key stakeholders such as city governments, community centers/JCC/YMCA's, schools, adult living facilities, town halls and private coordinated groups.

(2) Community Engagement by the Network Provider's SPB Health Emergency Life Protection (HELP) Program.

Thriving Mind requires that all promotional materials created by the Network Provider be submitted within thirty (30) calendar days prior to publication and receive written approval from Thriving Mind, and/or the Department of Children and Families Substance Abuse and Mental Health Office. At minimum, Thriving Mind requires that all flyers or ads be made available in English, Spanish, and Creole. Once Thriving Mind and DCF approves the promotional material, internal MDFR approval policies will review and approve it for use.

O. Technology and Communication

(1) The Network Provider aims to include technology that allows for improved delivery of services including but not limited to:
(2) GPS-enabled mobile team dispatch.
(3) Capability to coordinate telehealth services.
(4) Multi-system integrated electronic patient care reports.
(5) Longitudinal-based emergency medical reporting that exports to other stakeholders.
(6) Two way digital radio system that enables immediate communication and dispatching county wide 911 dispatching system.
(7) Coordinated fail-over systems via multiple means: Cellphone, texting, and emails systems.
(8) Telehealth platforms that may connect to advanced level practitioners.

Application of HIPAA compliant telehealth services must align with local, state and federal regulations and should continue to involve other members of the CP-PORTAL in face-to-face support as these advanced technologies are incorporated in crisis care practices. The intent is to allow interface of the field team with staff such as the Mental Health Counselor and Psychiatrist to provide direction and guidance.

L. Protocols:

Medically Assisted Treatment for CP-PORTAL and Warm Handoff Workflow. This plan will need to further expand to add resources. The goals of the pilot program are to increase access to ethical treatment and support intervention resources for individuals served who present with a substance use disorder and to offer supportive care after an overdose or withdrawal episode.

Exclusion Criteria

- *All excluded individuals who report opioid use disorder should be transferred to an emergency department for assessment for induction.*
- Age < 18 years.
- Known pregnancy (relative exclusion criteria – physician discretion).
- Methadone use in the last 5 days.
- Altered mental status (unable to consent).
- Severe medical illness (such as sepsis) or psychiatric illness (suicidal thoughts, psychosis, etc.).
- Unwilling to provide full name AND date of birth.
- Received chest compressions/CPR prior to or after Emergency Medical Service (EMS) arrival.
- Clinical Opioid Withdrawal Scale (COWS) <7: If an individual admits to a problem with Opioid Use Disorders and has cows less than 7, transport to local ED for further assessment.

Inclusion Criteria

The CORE model prioritizes adults aged 18 or older who experience any of the following:

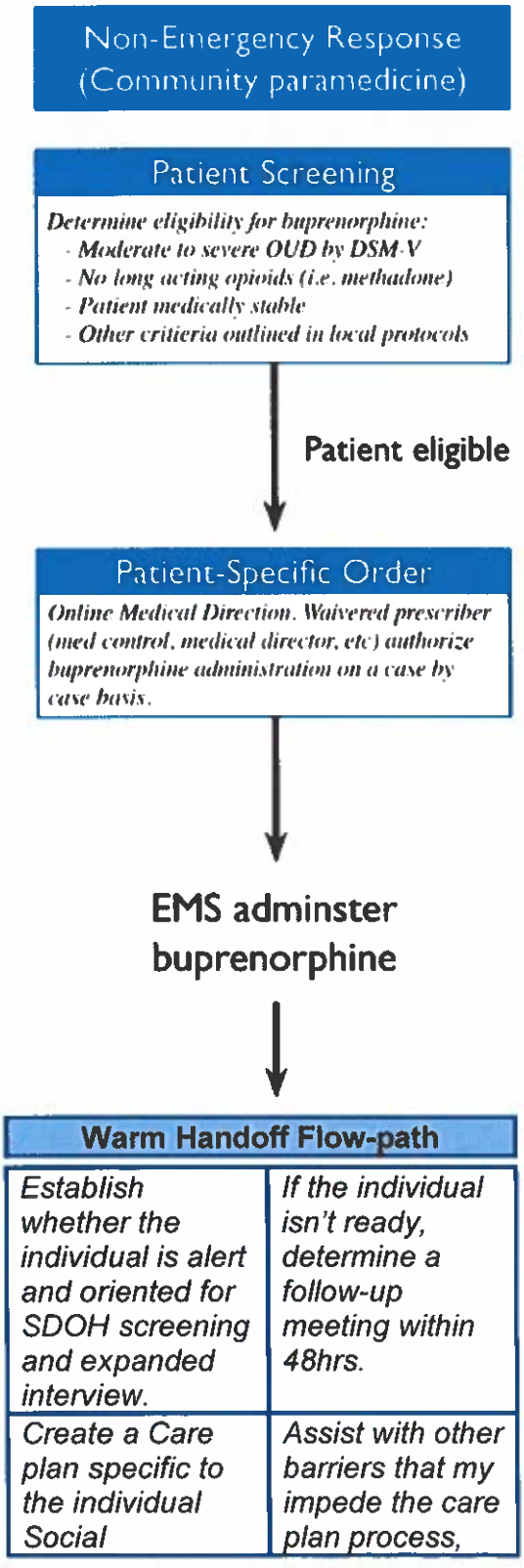
1. A confirmed or suspected opioid overdose requiring naloxone administration.
2. Signs and symptoms of severe opioid withdrawal.
3. Acute opioid withdrawal as a chief complaint.
4. Individuals seeking support for opioid use disorder (OUD) at any county CORE partner location.

Once it was determined that the individual meets inclusion criteria, is willing and eligible, their Electronic Patient Care Reports (EPCR) is added to the EPCR specific software for the CP-PORTAL Case Queue. If the incident was referred

from the field, the EPCR was again moved to the Electronic Medical Record (EMR) Case Queue and a message from the CP-PORTAL was sent to the responding crew via EMR to confirm that individual contact would be attempted.

The first contact preferred method is face-to-face. If the CP is not able to reach an individual in person, they will make additional attempts via phone and in-person. Each eligible individual will receive at least three (3) call or in-person attempts on three (3) different days and different times in the day, for three (3) weeks. If contact could not be made in person or if the individual's listed phone number on record was disconnected or incorrect the individual was deemed ineligible, and the corresponding data is entered into the Mobile Integrated Health Call Statistics Spreadsheet and EMR. The general intent and tone of the phone call is to offer supportive listening (or peer support if applicable); empowerment to consider intervention resources and offer the MAT services with a "Warm Handoff". If contact is unsuccessful via phone calls, home visits will be made. CP's will visit the individual's home location on two separate occasions in a week, over two weeks. To maintain HIPPA compliance no voicemails were left, and contact was made with the individual served only. If the individual was receptive upon contact intervention resources will be offered and a notation will be made in the EMR summarizing the phone call and future, follow up plans. If the individual served refused intervention resources a notation was made in EMR summarizing the reason for refusal if provided and the case was then closed.

The remainder of page has been left blank intentionally


Non-Emergency Response
(Community paramedicine)
Patient Screening
Determine eligibility for buprenorphine:
- Moderate to severe OUD by DSM-V
- No long acting opioids (i.e. methadone)
- Patient medically stable
- Other critieria outlined in local protocols
Patient eligible
Patient-Specific Order
Online Medical Direction. Waivered prescriber (med control, medical director, etc) authorize buprenorphine administration on a case by case basis.
EMS adminster buprenorphine
Warm Handoff Flow-path
Establish whether the individual is alert and oriented for SDOH screening and expanded interview.
If the individual isn't ready, determine a follow-up meeting within 48hrs.
Create a Care plan specific to the individual Social
Assist with other barriers that my impede the care plan process,

Determinates of health SDOH	*(Food, housing, safety, etc.)*
Attempt to refer individual to a treatment center	*Create a re-administering plan for Buprenorphine*

Addiction to Substances

- All individuals who are an immediate danger to themselves and others shall be treated as Baker Act.
- CP-PORTAL Personnel are to place themselves in a secure location immediately and notify MDFR SPB and Miami Dade Police Department and request a transport unit for assistance. These individuals shall be denied on-site visits.
- Any individual with a known recent involuntary Baker act history shall be pre-screened for further safety by the CP-PORTAL and Mental Health Clinician.
- Individuals served will be contacted by phone and/or may occasionally also be visited on site.
- Individuals served s are to be offered resources and care every individual contact
- Ensure the individual remains in safe living conditions.
- Assess individual for substance-abuse related findings.
- Offer compassionate care and education, directly related to substance-abuse disorder.
- Offer resources and guidance utilizing Addiction Program Handbook as needed.
- Perform blood glucose screening and head-to-toe assessment including vital signs if on-scene.
- Assess for signs of infection.
- Ensure individual has proper medical care.
- Family members may request assistance in dealing the various issues associated with substance related disorders. If individuals refuse CP-PORTAL MIH resources, other avenues are may be taken. CP-PORTAL will refer the family to the resources that may best serve their needs, if available.

M. Resource Behavioral Health Directory

The Network Provider shall develop and maintain an updated resource directory to include all Thriving Mind Network Providers under contract. This resource directory may be updated, at a minimum, annually, to provide appropriate referrals to individuals. Information on Network Providers can be found on the Thriving Mind Website: https://www.thrivingmind.org/providers

The directory must have at minimum:
(1) Name of Provider
(2) Phone
(3) Address
(4) Contact Person

(5) Contact Email
(6) Services Provided
(7) Locations Where Services are Provided
(8) Website if available

The remainder of page has been left blank intentionally

N. Medication Assisted Treatment Flow Chart

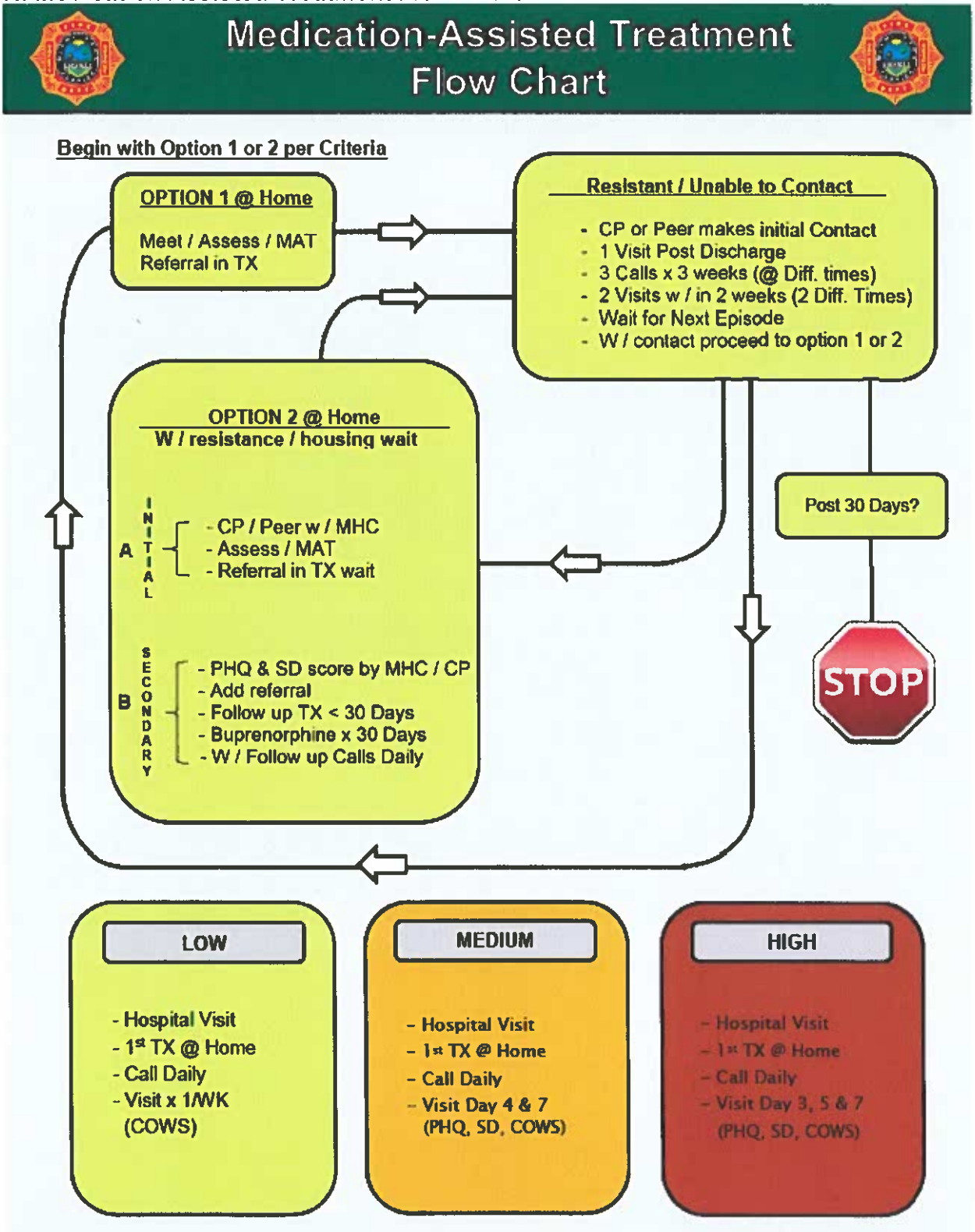


Exhibit M - 2
Cost Reimbursement - Line Item Operation Budget

AGENCY: Miami-Dade County through the Miami-Dade Fire Rescue Department

CONTRACT #: ME225-13-14

CONTRACT PERIOD: FROM 01/01/2024 TO 6/30/2024 DATE PREPARED: 2/1/2024

LINE ITEMS	CONTRACTED AMOUNTS	MATCH AMOUNTS	TOTAL
I. PERSONNEL SERVICES			
(a) SALARIES	$ 1,295,377.00	$ -	
(b) FRINGE	$ -	$ -	
TOTAL PERSONNEL =	$ 1,295,377.00	$ -	
II. EXPENSES			
(a) BUILDING OCCUPANCY	$ -	$ -	
(b) PROFESSIONAL SERVICES	$ -	$ -	
(c) TRAVEL	$ 12,400.00	$ -	
(d) EQUIPMENT COSTS	$ 7,500.00	$ -	
(e) FOOD SERVICES	$ -	$ -	
(f) MEDICAL AND PHARMACY	$ 23,040.00	$ -	
(g)SUBCONTRACTED SERVICES Transportatio	$ -	$ -	
(h)INSURANCE	$ -	$ -	
(i) INTEREST	$ -	$ -	
(j) OPERATING SUPPLIES & EXPENSES	$ -	$ -	
(k) OTHER/Training	$ 22,043.00		
(l) DONATED ITEMS	$ -		
TOTAL EXPENSES =	$ 64,983.00		$ -
III. NONEXPENDABLE PROPERTY			
(a) EQUIPMENT		$ -	
(b) PROPERTY	$ -		
TOTAL NONEXPENDABLE PROPERTY =			$ -
IV. COMPUTER HARDWARE, SOFTWARE, & SERVICES			
TOTAL COMPUTER EXPENSES =			
V. ADMINISTRATION	$ 152,018.00	$ -	
GRAND TOTAL =	$ 1,512,378.00		

EXHIBIT M-3

BUDGET NARRATIVE

Provider: Miami Dade Fire Rescue Contract Number: ME225-13-14

Budget Details:

1. **Personnel:**

(1) Part-Time Board-Certified Psychiatrist (.3 @ $46,800 FTE for 6 months): The Part-Time Board-Certified Psychiatrist provides psychiatric services and support when necessary to the individuals served.

(2) Community Paramedic Daily Field Operations Supervisor - Officer in Charge (CP-OIC) - (.5 @ $63,671 FTE for 6 months)

The Community Paramedic Daily Field Operations Supervisor directs day-to-day clinical operations of the CP-PORTAL units. Conducts supervision, weekly & monthly reporting, outreach, completed qualitative audits of clinical record documents, and scheduling, part of the CP-PORTAL Protocol Committee. Respond on the scene or to facilities as needed. Trained in Medication-Assisted Treatment (MAT), recognizing behavioral health issues, Critical Stress Debriefings (CISD), abuse, neglect, drug & infectious disease testing, social worker services, and access to MDC/NGO resources. Also trained in-home assessments and Social Determinant Health Screening. This includes but is not limited to supervising the urine drug screen, urine pregnancy test, clinical opioid withdrawal scale (COWS), vitals, PHQ 2 and/or 9, CIWA, and PDMP. Understanding of purified protein derivative skin test (PPD) will be administered to all appropriate individuals, as determined using the TB screening form. Direct the screening ordered if PPD is found not to be appropriate. Oversight Lab orders to include but not limited to HIV, hepatitis B and C, and syphilis testing. Managing the other infectious disease workup will be deferred to the clinical judgment of the provider Oversight of staff during daily operations of the units responding to Substance Use Disorder (SUD) calls breakthrough events, follows, disease testing. As needed, responding to 911 scene, SUD individual's location, ER, or as needed, overseeing the obtaining consent, providing treatment, connecting to resources/recovery, disease testing, and facilitating access to care and medications.

(3) Community Paramedic Officer (5.0 FTE @ $127,341 X 5 for $636,706, for 6 months 1 team leader per team)

The Certified Community Paramedic Officer will be responsible for final decisions on calls, documentation overview and also have one or more of the following specialties: Registered Nurse, Psychologist, Mental Health Counselor, Advance Care Nurse Practitioner, Physician's Assistant, License Social Worker, Licensed in Psychiatry or Psychology. Trained in Medication-Assisted Treatment (MAT), recognizing behavioral health issues, Critical Stress Debriefings (CISD), abuse, neglect, drug & infectious disease testing, social worker services, and access to MDC/NGO resources. Community Paramedics are also trained in-home

assessments, Social Determinant Health Screening, Patient health Questionaire-2(PHQ2) &/or Patient Health Questionnaire -9(PHQ9), and CIWA psychological evaluations. The Community Paramedic will educate and train MDFR units combined with detailed, clear program implementation strategies. An effective, comprehensive roll-out plan is critical to the success of the new initiatives, assisting MDFR frontline units on when and how to best implement the resources provided by the Community Paramedics. The Community Paramedics will, as part of the abatement program, educate, enroll, treat, assist in acquiring resources, liaison with community partners, and provide treatment, continued care, and specific testing.

Staff the daily operations units responding to Substance Use Disorder (SUD) calls, breakthrough events, follows, and disease testing. Responding to 911 scene, SUD individual's location, ER, or as needed to obtain consent, provide treatment, connect to resources/recovery, disease testing, and facilitate access to care and medications. This includes, but is not limited to, urine drug screen, urine pregnancy test, clinical opioid withdrawal scale (COWS), vitals, PHQ 2 and/or 9, CIWA, and PDMP. A purified protein derivative skin test (PPD) will be administered to all appropriate individuals, as determined using the TB screening form. Other screening will be ordered if PPD is found not to be appropriate. Lab orders to include but not limited to will be completed for HIV, hepatitis B and C, and syphilis. Other infectious disease workups will be deferred to the provider's clinical judgment.

(4) Community Paramedic (5.0 FTE @$103,273 X 5 for $516,365, for 6 months five teams-1 per team)

The Certified Community Paramedic will also have one or more of the following specialties: Registered Nurse, Psychologist, Mental Health Counselor, Advance Care Nurse Practitioner, Physician's Assistant, License Social Worker, Licensed in Psychiatry or Psychology. Trained in Medication-Assisted Treatment (MAT), recognizing behavioral health issues, Critical Stress Debriefings (CISD), abuse, neglect, drug & infectious disease testing, social worker services, and access to MDC/NGO resources. Community Paramedics are also trained in-home assessments, Social Determinant Health Screening, Patient health Questionaire-2(PHQ2) &/or Patient Health Questionnaire -9(PHQ9), and CIWA psychological evaluations. The Community Paramedic will educate and train MDFR units combined with detailed, clear program implementation strategies. An effective, comprehensive roll-out plan is critical to the success of the new initiatives, assisting MDFR frontline units on when and how to best implement the resources provided by the Community Paramedics. The Community Paramedics will, as part of the abatement program, educate, enroll, treat, assist in acquiring resources, liaison with community partners, and provide treatment, continued care, and specific testing. Staff the daily operations units responding to Substance Use Disorder (SUD) calls, breakthrough events, follows, and disease testing. Responding to 911 scene, SUD individual's location, ER, or as needed to obtain consent, provide treatment, connect to resources/recovery, disease testing, and facilitate access to care and medications. This includes, but is not limited to, urine drug screening, urine pregnancy test, clinical opioid withdrawal scale (COWS), vitals, PHQ 2 and/or 9, CIWA, and PDMP. A purified protein derivative skin test (PPD) will be administered to all appropriate individuals, as determined using the TB screening form. Other screening will be ordered if PPD is found not to be appropriate. Lab orders to include

but not limited to will be completed for HIV, hepatitis B and C, and syphilis. Other infectious disease workups will be deferred to the provider's clinical judgment.

(5) Data Analyst (.25 FTE @ $31,835 for 6 months for the overall program)

Directs day-to-day clinical operations of the CP-PORTAL within a geographic region. Conducts supervision, monthly reporting, outreach, completed qualitative audits of clinical record documents, and scheduling. Able to perform as the Quality Assurance and Quality Improvement Officer, ensuring the Key Performance indicators are adhered to and tracked. Conduct qualitative and quantitative internal/external reviews, able to complete projection planning and implementation of the QA/QM policies.

Total Personnel: $1,295,377 for the 6-month budget period

2. Fringe Benefits: No fringe cost will be allocated to this item.

3. Building Occupancy: No building occupancy cost will be allocated to this item.

4. Professional Services: No professional services cost will be allocated to this item.

5. Travel: Travel consists of two items: 1) Travel for individuals who cannot be transported will be provided via Uber or Lyft at $20 average per ride, totaling 200 potential rides @ $4,000. Individuals can use this service to reach appointments at provider locations, hospital visits, and doctor visits. This service will not be utilized for travel that is unrelated to direct service access. 2) Fuel for vehicles used by CP-PORTAL staff to provide direct services to the community, including conducting visits to homes, hospitals, etc., conduct outreach and transporting individuals as needed. 80 gallons per month @ $3.50/gal average for 6 months, totaling $8,400.

Total Travel: $12,400 for the 6 month budget period

6. Equipment Cost: Vehicles will be utilized to conduct visits to homes, hospitals, transport individuals when feasible, and conduct outreach. Vehicle Quarterly maintenance for 5 vehicles at $750 per vehicle for 2 quarters.

Total Equipment Cost: $7,500 for 6 months budget period

7. Food Services: No food service cost will be allocated to this line item.

8. Medical and Pharmacy: The purchase of Suboxone medication from 2-8 MG at about $8 per pill/dose and usually $50 to $60 per individual served, 50 individuals @ $50. Administered onsite for initial dose and then a prescription will be provided after; not included in the budgeted amount.

Total Medication and Pharmacy: $23,040 for the 6-month budget period

9. Subcontracted Services: No subcontracted services cost will be allocated to this item.

10. Insurance: No insurance cost will be allocated to this line item.

11. Interest: No interest cost will be allocated to this line item.

12. Operating Supplies and Expenses: No Operating Supplies and Expenses cost will be allocated to this line item.

13. Other: Training Fees for staff which include and not limited to Medication-Assisted Treatment (MAT), recognizing behavioral health issues, Critical Stress Debriefings (CISD), abuse, neglect, drug & infectious disease testing, social worker services, and access to MDC/NGO resources. Community Paramedics are also trained in-home assessments, Social Determinant Health Screening, Patient health Questionaire-2(PHQ2) &/or Patient Health Questionnaire -9(PHQ9), and CIWA psychological evaluations. Additional training for peer specialists will also be obtained to ensure that all are certified within the year.

Cost of trainings for 14 personnel staff including peer specialists 14 staff x $1,431.

Total Other (Training): $23,043 for the 6-month budget period

14. Donated items: No donated items cost will be allocated to this line item.

15. Non Expendable Property: No non-expendable property cost will be allocated to this line item.

16. Computer Hardware, Software and Services: No Computer Hardware, Software and Services cost will be allocated to this line item.

17. Administration:

(1) Grant Manager Administrative (.25 FTE @ $25,818 for 6 months for the overall program)

The Grant Manager Administrative Conducts grant required documentation and upkeep. Is responsible for maintaining regulatory and contract funding compliance. Supervised monthly reporting and completed qualitative audits of clinical record documents and scheduling. Works with Thriving Minds to review and ensure the agreement is maintained to its' intent.

(2) Administrative Assistant (1.0 FTE @ $80,000 for six months for the overall program)

The Administrative Assistant Assists the Program Manager with administrative tasks, including maintaining clinical records, completing quantitative audits of files, scheduling meetings, and submitting monthly reporting.

(3) Program Director (.3 FTE @ $46,200 for 6 months for program oversight & direction)

The Program Director is responsible for overall program operations, overseeing daily operations and administrative operations, ensuring the program functions as agreed to by contract with Thriving Minds. The Program Director oversees adherence to regulatory compliance, scope of care, data agreements, billing, and appropriate use of funding.

Total Administration: $152,018 for the 6-month budget period

Total Budget: $1,512,378 for the 6-month budget period

EXHIBIT M-4
COST REIMBURSEMENT REPORT OF EXPENDITURES AND REQUEST FOR PAYMENT / ADVANCE

PROVIDER NAME : Miami Dade Fire Rescue
ADDRESS: 9300 NW 41 St, Doral, FL 33178
TYPE OF REQUEST:
CONTRACT # ME225-13-1· APPR. CAT. _____ OCA _____ FUND _____ EO _____

PERIOD COVERED BY THIS REPORT: From __/__/__ To __/__/__

BUDGET SUMMARY	TOTAL CONTRACT AMOUNT	AMENDED AMT DATE_____	TOTAL EXPEND. THIS REPORT	EXPENDITURES YEAR TO DATE
I. PERSONNEL SERVICES				
(a) SALARIES	$ 1,295,377.00			
(b) FRINGE				
TOTAL PERSONNEL =	$ 1,295,377.00			
II. EXPENSES				
(a) BUILDING OCCUPANCY				
(b) PROFESSIONAL SERVICES				
(c) TRAVEL	$ 12,400.00			
(d) EQUIPMENT COSTS	$ 7,500.00			
(e) FOOD SERVICES				
(f) MEDICAL AND PHARMACY	$ 23,040.00			
(g) SUBCONTRACTED SERVICES				
(h) INSURANCE				
(i) INTEREST				
(j) OPERATING SUPPLIES & EXPENSES				
(k) OTHER Training	$ 22,043			
(l) DONATED ITEMS				
TOTAL EXPENSES =	$ 64,983.00			
III. NONEXPENDABLE PROPERTY				
(a) EQUIPMENT				
(b) PROPERTY				
TOTAL NONEXPENDABLE PROPERTY =				
IV. COMPUTER HARDWARD, SOFTWARE, &SERVICES				
TOTAL COMPUTER EXPENSES =				
V. ADMINISTRATION	$ 152,018.00			
GRAND TOTAL =	$ 1,512,378.00			

AMOUNT OF FUNDS REQUESTED $ _____

AMOUNT OF ADVANCED FUNDS RECOUPED $ _____

STATE AMOUNT OF PAYMENT $ _____
(to be completed by contract manager)

I CERTIFY THE ABOVE REPORT IS A TRUE AND CORRECT REFLECTION OF THIS PERIOD'S ACTIVITIES AND THAT REPORTED EXPENDITURES HAVE BEEN MADE FOR ALLOWABLE ITEMS RELATED TO THE PURPOSE OF THIS CONTRACT

_____
SIGNATURE OF PROVIDER AGENCY OFFICIAL

_____
TITLE

_____
DATE

_____
PHONE

Date Invoice Received: _____

Date Goods/Services Received: _____

Date Inspected and Approved: _____

Approved by: _____
Signature

_____
Title Date

Exhibit AO
Peer Services

Peer Support Specialists (as defined in s. 397.311(30), F.S.) and Recovery Management practices (as described in Exhibit BH, Recovery Management Practices) have become an integral part of recovery services. . The state of Florida has committed to delivering behavioral health services in a recovery-oriented and peer involved approach. A Peer Specialist is a person who uses their lived experience of recovery from mental illness and/or addiction, plus skills learned in formal training, to deliver services in behavioral health settings to promote mind-body recovery and resiliency [SAMHSA.gov]. A Peer Support Specialist may go by different names (e.g. life coach, recovery coach, recovery support specialist, peer-bridger, etc.) nevertheless they perform similar duties. The primary activities of peer specialists are to provide support and advocacy, role model recovery, and facilitate positive change, while working alongside the treatment team if applicable. Peer support is voluntary, mutual and reciprocal, equally shared power, strengths-focused, transparent, and person driven [National Practice Guidelines for Peer Supporters – International Association of Peer Supporters].

The requirements in this exhibit applies to all Network Providers providing peer support services funded by this contract.

NETWORK PROVIDER RESPONSIBILITIES

1. Employee Orientation for Peers: The Network Provider must provide standardized training on Recovery Management best practices in employee orientation and refresher trainings, as required by Exhibit BH, Recovery Management Practices.

2. Assessment Tools: Peers must use the Recovery Capital Scale available at https://facesandvoicesofrecovery.org/resource/recovery-capital-scale/ in the recovery planning process. The ME may require the Network Provider to report aggregate scores derived from the collection of Recovery Capital Scale tool. This information may be used to determine baseline data for the development of future performance measures.

3. Attain Client Consent: Initiate peer support services after voluntary consent when there is reason to believe such services will help the individuals served recovery, build resilience, or assist the individual to live successfully in their community with greater purpose.

4. Educate Peer Staff Regarding Community Resources: Peer Specialist can greatly assist individuals if the specialist is familiar with appropriate community resources that can advance the individual's recovery. Peers should be well integrated into the community to assist individuals served with the development of natural supports, community activities and employment.

5. Peer Specialist Education, Trainings, Seminars, and Committees: Peer Specialists must be allowed time for attending trainings and seminars that advance the practice of peer support and further

their professional development. They should also be allowed and encouraged to join committee meetings where their lived experience can be valued.

6. Document Peer Services Provided: Peer services must be documented in each client's clinical file, for example, development of wellness plans, WRAP Plans, the goals of the individual served, progress notes, linkages, etc. These plans should be updated regularly in consultation with the client to review progress and evidenced by proper documentation in the client file.

7. Maintain and Update Internal Policies and Procedures for Peer Services: These should include best practices and standards for delivering peer support services and supervision. Each Network Provider must solicit the input and opinions of Peer Specialists they have on staff when drafting or updating Internal Policies and Procedures. The Network Provider also must institute a process for Peer Specialists to provide perspective and input on all Policies and Procedures at any time; this process may include an online form for the Peer Specialist to complete.

8. Weekly Supervision: Weekly supervision meetings are required so case issues are addressed quickly, and also to make sure that the peer specialists are receiving supportive oversight for their own well-being.

9. Recovery Oriented: The peer must provide Recovery-Oriented care recognizing that each person must be the agent of and the central participant in their own recovery journey. All services and supports need to be organized to support the developmental stages of this process. Services should instill hope, be person- and family-centered, offer choice, elicit, and honor each person's potential for growth, build on a person's and family's strengths and interests, and attend to the overall quality of life, including health and wellness. These values can be the foundation for all services regardless of the service type.

10. Reporting Requirements: No later than the 10th of each month, the Network Provider must submit to the Managing Entity, the following monthly reports:

    A. **Monthly Peer Support Employment Report** -This report must be signed by the Peer Supervisor, which must include the following information:
        a. Number of Peers funded by the ME with Network Provider,
        b. Number of vacancies for Peer Specialists jobs,
        c. Position Title(s) and Program Name for current vacancies
        d. Duration of current Peer Specialist vacancies,
        e. Name of the Peer Specialist
        f. Certification Status
        g. Role/Title
        h. Status (full-time vs. part-time)
        i. Program Name

j. Number of persons served by each Peer Specialist,
k. Maximum recommended caseload for the Peer, and
l. Hours of Peer Supervision

B. **Monthly Peer Support Services Report** – This report should be completed by the Peer Specialist and signed by the Peer Supervisor.
   a. Peer-to-Peer Contact
   b. Groups
   c. Treatment Team Staffing's
   d. Outside Agency Staffing's
   e. Trainings
   f. Outreach
   g. Trainings taken

C. The Network Provider shall submit any ad-hoc reports requested by the ME.

D. The reports must be submitted by the dates and to the individuals specified in **Exhibit C, Required Reports.**

11. ROSC Champion: By **05/31/2024**, the Network Provider must submit the name and contact information of at least two Integrated ROSC Champions who will attend trainings and meetings. The information must be submitted to the individuals and by the dates listed in Exhibit C, Required Reports. One of the identified Champions should be a Peer Specialist who is providing peer services, if at all possible. In the event of change in staff occur, the Network Provider must notify the ME's Contract Manager, in writing within ten (10) calendar days.

    a. Responsibilities of champion:
       i. Attendance at scheduled ROSC meetings including ROSC Steering Committee Workgroup meetings and peer or peer supervisor meetings conducted by the ME to continue the development and implementation of a recovery-oriented system of care.
       ii. Participation in all ROSC related activities to ensure staff and agency become knowledgeable of a Recovery-Oriented System of Care.
       iii. Participation in all Peer related activities to ensure staff and agency become knowledgeable of the role/supervision of peer supports.

Network Provider Compliance: Failure to meet the applicable standards established in Sections I and II shall be considered non-performance pursuant to **Standard Contract, Paragraph 8. Financial Consequences for Network Provider's Failure to Perform.**

I. MANAGING ENTITY RESPONSIBILITES

1. The ME must monitor the Network Provider's performance on all tasks identified in this Exhibit and issue corrective actions if deemed necessary.

2. The ME shall provide training and technical assistance when requested by the Network Provider.

REVISED EXHIBIT AV
TRANSITIONAL VOUCHER PROGRAM

DISCUSSION: The purpose of this document is to provide guidance for the implementation and management of the Transitional Voucher project. This project provides care coordination and vouchers to purchase treatment and support services for adults transitioning from Florida Assertive Community Treatment (FACT) teams, acute crisis services, and institutional settings to independent community living; and individuals experiencing homelessness, at risk for homelessness, or receiving care coordination services. Vouchers may also be utilized to assist eligible individuals maintain their current level of care by achieving residential stability.

I. GOALS

The Transitional Voucher project is a flexible, consumer-directed voucher system designed to bridge the gap for persons with behavioral health disorders as they transition from acute or more restrictive levels of care to lower levels of care. The intent of this project is to enable individuals to live independently in the community with treatment and support services based on need and choice and build a support system to sustain their independence, recovery, and overall well-being. The project aims to:

- Prevent recurrent hospitalization and incarceration,
- Provide safe, affordable, and stable housing opportunities,
- Maximize use of FACT resources and community supports,
- Increase participant choice and self-determination in their treatment and support service selection; and
- Improve community involvement and overall quality of life for program participants.

Transitional Vouchers provide a participant with a monthly budget to be spent on allowable services pursuant to Rule 65E-14.021, F.A.C. This service is intended to support Care Coordination efforts outlined in **Guidance 4 – Care Coordination**.

To access the Department's FY 23-24 Guidance Document 4, click on the link below:

https://www.myflfamilies.com/service-programs/samh/managing-entities/index.shtml

Note: Click on FY23-24 ME Templates and click on Guidance Document 4, Care Coordination

"Voucher" refers to any electronic or paper record documenting a Network Service Provider's agreement to pay a third party for allowable services provided to an eligible program participant. This project offers time-limited financial assistance to support consumer-driven services based on the person's needs assessment and care plan objectives. The use of vouchers requires shared decision making in planning and service determinations, emphasizing self- management. Care Coordinators provide options and choices such that the care plan reflects the individual's values and preferences.

This project has two funding and implementation components. The first component targets FACT participants and individuals discharging from a state mental health treatment facility (SMHTF) back to

their regions; the second targets additional individuals in need of specialized community integration supports.

II. FACT AND SMHTF TARGETS

This component satisfies the terms of a settlement agreement entered into by the Department and Disability Rights Florida and amended on July 27, 2018.[1] The settlement agreement requires the Department to develop a project designed to more fully utilize existing FACT resources and create additional opportunities for community integration of individuals being discharged from SMHTFs. This component is intended to transition approximately 96 FACT participants each fiscal year to less intensive community-based services and supports, allowing persons referred from SMHTFs to fill the vacated slots, if appropriate. Other allowable options for individuals discharging from SMHTFs using Transitional Voucher funds are to adult family care homes with community-based services and directly into permanent supported housing with community-based services.

Managing Entities and Network Service Providers shall select FACT participants determined to be clinically and functionally ready for lower levels of care ready to transition out of FACT services. Considerations for transition readiness include, at a minimum, the individual's choice, their ability to self-manage, and the availability of a natural support system. Transition is gradual, individualized and actively involves the participant and the next provider to ensure effective coordination and engagement.

Each Network Service Provider FACT team shall accept individuals referred for discharge from SMHTFs to replace individuals selected to receive Transitional Voucher services.

III. COMMUNITY INTEGRATION TARGETS

Research indicates that a combination of long-term housing, treatment, and recovery support services leads to improved residential stability and reductions in substance use and psychiatric symptoms[2]. The Transitional Voucher project is intended to assist eligible individuals obtain and maintain accessible, affordable housing with supportive recovery services. Each Managing Entity shall approve individuals who meet Transitional Voucher eligibility requirements. Persons eligible for services under this component must be currently receiving Department-funded SAMH services pursuant to Chapters 394 and 397, F.S., and must meet one the following alternative characteristics:

A. Experiencing homelessness, meaning an individual who lacks housing, including:

1. An individual whose primary overnight residence is a temporary accommodation provided by a supervised public or private facility, or
2. An individual who resides in transitional housing, or
3. An individual at risk for homelessness; for example: *an individual whose only housing option is shelter due to lack of affordable housing opportunities.*

[1] T.W., P.M. and Disability Rights Florida v. Michael Carroll, Department of Children and Families (Case No. 4:13-CV-457 RFUCAS) Settlement Agreement, Amended July 27, 2018

[2] Substance Abuse and Mental Health Services Administration, Leading Change: A Plan for SAMHSA's Roles and Actions 2011-2014. HHS Publication No. (SMA) 11-4629. Rockville, MD: Substance Abuse and Mental Health Services Administration, 2011.

4. Vouchers may also be utilized to assist eligible individuals maintain their current level of care by achieving residential stability.

Or

B. Receiving Care Coordination services pursuant to **Guidance 4.**

Or

C. Participating in FACT teams and ready to transition to a lower level of care.

Or

D. Discharging from SMHTFs to adult family care homes or directly into permanent supported housing with community-based services.

IV. REQUEST PROCESS

A. The Care Coordinator or Case Manager at the provider will ensure that services and/or supports requested cannot or are not funded through any other source. The Network Provider must exhaust all other funding alternatives before submitting a funding request to the ME. Steps taken with alternative sources must be documented in the individual's file/chart.

B. A Funds Request Form and Treatment/Service Plan should be submitted to the ME's Housing Coordinator or designee to the following email address: housing@sfbhn.org. All supports and services requested and authorized must directly address specific need to achieve goals on the current service plan or treatment plan when applicable.

1) If requesting assistance for individuals exiting a state treatment facility the State Hospital Transitional Voucher Funds Request Form must be used, attached herein as Appendix 1.

2) For all other requests, the Transitional Voucher Funds Request Form must be used, attached herein as Appendix 2

C. If requesting assistance with payments for an ALF, the following is required:

1) A copy of the AHCA Facility Finder ALF page indicating active LMH License. If ALF does not have an LMHL please include justification for other specialty license(s).

2) Description of actions that will be taken to sustain funding, including a plan of self-sustainability with an estimated end date. i.e. SSA Benefits pending (include application date), SSA Benefits suspended (date will be taken to SSA for reinstatement), Being assessed for SOAR process (date of assessment), etc.

D. The ME's Housing Coordinator or designee will review funding requests and make a determination of approval or denial of funding within 3 business days of receipt of the request. If necessary, the ME Housing Coordinator will contact the referral source to staff a case prior to approval or denial.

E. The ME Housing Coordinator or designee shall notify the Care Coordinator or Case Manager of the decision to approve or deny funding via email.

V. ALLOWABLE EXPENSES

A. Transitional Voucher services may be authorized only to the extent that they are reasonable, allowable, and necessary as determined through the assessment process; are clearly identified in the individual's service plan or treatment plan when applicable; and only when no other funds are available to meet the expense.

1) Transitional Vouchers will be approved for no more than a three (3) month period. Each month requires a new voucher request and ME approval,
2) All fund requests must be submitted to the ME for prior approval.

B. The person served is the primary decision maker as to the services and supports to be purchase and from what vendor those services are procured.

C. Allowable expenses include the following Covered Services as defined by ch. 65E-14.021, F.A.C.:

1) Aftercare;
2) Assessment;
3) Case Management;
4) Day Care;
5) Day Treatment;
6) Incidental Expenses;
7) In-Home and On-Site;
8) Intensive Case Management;
9) Intervention;
10) Medical Services;
11) Medication-Assisted Treatment;
12) Outpatient;
13) Recovery Support;
14) Respite Services;
15) Substance Abuse Outpatient Detoxification;
16) Supported Employment
17) Supportive Housing/Living

D. Allowable Incidental Expenses include time limited transportation, childcare, housing assistance, clothing, educational services, vocational services, medical care, housing subsidies, pharmaceuticals and other incidentals as approved by the Managing Entity in compliance with Rule 65E-14.021, F.A.C.

E. Network Service Providers adhere to:
   1) State purchasing guidelines for allowable expenses as promulgated by the Department and the Department of Financial Services
   2) The requirements of Chapter 65E-14, F.A.C., and
   3) Managing Entity protocols regarding allowable purchases.

VI. NETWORK SERVICE PROVIDERS RESPONSIBILITIES

A. The Care Coordinator or Case Manager will verify that the funds requested directly address specific needs to achieve goals on the individual's current Service Plan.

B. The Care Coordinator or Case Manager will ensure Transitional Voucher funds are used only for services and supports that cannot be paid for by another funding source; specifically:

   a) Network Providers and participants are responsible for locating other non-SAMH payor sources for services or supports prior to using Transitional Voucher funds.
   b) In collaboration with the participant, Network Providers must certify no other payer source is available and due diligence was exercised in searching for alternative funding prior to the use of Transitional Voucher funds. Network Providers must submit a signed certification for each use of Transitional Voucher funds with the monthly invoice.

C. Establish accurate record keeping that reflects specific services offered to and provided for each participant.

D. Approve Transitional Voucher invoices and expenditures for services provided by non-Network Service Providers.

E. The Care Coordinator or Case Manager must maintain in the individuals' file a record of all individual expenses charged against the funds.

F. The Care Coordinator or Case Manager will provide the following documents in a timely manner:

   a) Transitional Voucher request form with the individual's service plan or treatment plan. All supports and services requested must directly address specific needs to achieve goals on the current service plan or treatment plan.

   b) Documents with attempts made to use alternative sources of funding.

G. All Transitional Vouchers must be coded with the appropriate modifier:

   a) For Substance Abuse use modifier: DS
   b) For Mental Health use modifier: DM

H. All invoices and supporting documentation must be submitted to the ME by the 8th of the month. Any voucher that has not been invoiced to the ME within 45 days from the approval date will be voided, and the approved amount will return to available transitional voucher funds. The Network Provider must ensure the service data is entered in FASAMS during the service month and coded with the

appropriate modifier. The service data must be less or equal to the approved voucher amount. Any discrepancies in service data will delay payment of the invoice. It is the responsibility of the Network Provider to update service data and resubmit invoice for reimbursement.

VII. ME RESPONSIBILITIES

A. For all voucher requests:

1) The ME will review the completed transitional voucher request form along with all supporting documents (i.e. service plan, treatment plan, lease agreement, etc.) for authorization.

2) The ME Housing Coordinator will provide authorization or denial to the Care Coordinator/Case Manager requesting the funds within three (3) business days via email. In case of a denial, an email will be sent with reason(s) for denial. Should the ME Housing Coordinator not be available, the ME Housing Peer or Care Coordinator Lead will provide authorization or denial for transitional vouchers within three (3) business days.

3) The ME will conduct service data validation using FASAMS service data. Service data for each invoice must be equal or less to the ME Voucher approved amount. Invoice not matching approved amount, or without service data, will not be approved for payment. The ME will inform the provider of the denial and reason for denial.

B. For all voucher reporting:

1) The ME Housing Coordinator, or designee, will keep track of the voucher requests and funding approvals.

2) The ME Housing Coordinator or monitoring team may periodically request individual files for auditing purposes.

3) Upon completion of the monthly review, the Network Provider will be notified of any discrepancies and the invoice will be adjusted accordingly.

4) The Network Provider shall adhere to the requirements identified in the Department's Transitional Voucher **Guidance Document 29, dated 7/1/2023,** or the latest revision thereof.

To access the Department's FY 23-24 Guidance Document 29, click on the link below:

https://www.myflfamilies.com/service-programs/samh/managing-entities/index.shtml

Note: Click on FY23-24 ME Templates and click on Guidance Document 29, Transitional Voucher

THRIVING MIND
SOUTH FLORIDA

A network of exceptional mental health and substance use providers

Appendix 1
State Hospital Transitional Voucher (TV) Funds Request Form

Date of TV Submission: _____ Date of Expected Discharge: _____

Agency / Provider: _____

Funds requested by / Title: _____

Phone number: _____ Fax number: _____

Email address: _____

Individual's Name: _____

Date of Birth: _____ Sex: _____ SSN: _____

Recommended Discharge Environment: _____

Description of goods or services being requested, plan for self-sustainability:

_____

_____

_____

_____

_____

Required Additional Documentation	Choose One that Applies:
☐ Attached copy of AHCA Facility Finder ALF page indicating LMH License (if applying for ALF funding) ☐ Attached signed consent form ☐ Copy of the Transition/Discharge Plan ☐ Completed Care Coordination Enrollment Form	☐ SSA Application Date: _____ ☐ SSA Appointment Date for Benefits Reinstatement: _____ ☐ SOAR Screening Date: _____ ☐ Other: _____

Amount requested: _____ One time request: ☐ Yes
☐ No, Estimated end date: _____

Funding source: ☐ Mental Health ☐ Substance Abuse

THRIVING MIND
SOUTH FLORIDA

A network of exceptional mental health and substance use providers.

CERTIFICATION: I here certify that the information above is accurate and that this request is for appropriate therapeutic reasons which have been documented in the consumers' service and treatment plans. In collaboration with the above named participant, I certify that no other payer source is available and due diligence was exercised in searching for alternative funding prior to the use of the Transitional Voucher funds.

Form completed by: _____ Title: _____

Signature: _____ Date: _____

AUTHORIZATION OF SERVICES: (SFBHN USE ONLY)

Approved by: _____ Date: _____

Signature: _____ Title: _____

Authorization number: _____ DCF Approval Date: _____

OCA: ☐ Mental Health MHTRV ☐ Substance Abuse MSTRV

Not approved by: _____ Date: _____

Reason not approved:

_____

_____

_____

Signature: _____ Title: _____

THRIVING MIND
SOUTH FLORIDA

A network of exceptional mental health and substance use providers.

Appendix 2
Transitional Voucher
Funds Request Form

Date: _____ Agency / Provider: _____

Funds requested by / Title: _____

Phone number: _____ Fax number: _____

Email address: _____

Individual's Name: _____

Date of Birth: _____ Sex: _____

SSN: _____

Does the consumer fall under any of the following categories?

☐ Care Coordination ☐ Homeless/or at risk

☐ FACT Team

Description of goods or services being requested:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

THRIVING MIND
SOUTH FLORIDA

A network of exceptional mental health and substance use providers.

The assistance requested is for (please check one):

☐ Housing Assistance	☐ Childcare
☐ Clothing	☐ Transportation (Bus passes, bicycles, airfares)
☐ Educational Services	
☐ Vocational Services	
☐ Medical Care (Medication, doctor visits)	
☐ Housing Subsidies (Utility bills, furniture, toiletries)	
☐ Other Incidentals	

Amount requested: _____ One time request: ☐ Yes ☐ No

Funding source: ☐ Mental Health ☐ Substance Abuse

CERTIFICATION: I here certify that the information above is accurate and that this request is for appropriate therapeutic reasons which have been documented in the consumers' service and treatment plans. In collaboration with the above named participant, I certify that no other payer source is available and due diligence was exercised in searching for alternative funding prior to the use of the Transitional Voucher funds.

Form completed by: _____ Title: _____

Signature: _____ Date: _____

AUTHORIZATION OF SERVICES: (SFBHN USE ONLY)

Approved by: _____ Date: _____

Signature: _____ Title: _____

Authorization number: _____

OCA: ☐ Mental Health MHTRV ☐ Substance Abuse MSTRV

Not approved by: _____ Date: _____

Reason not approved:

_____

_____

_____

Signature: _____ Title: _____

Exhibit BH
(Guidance 35)
Recovery Management Practices

The purpose of this document is to provide direction and recommendations for implementation of Recovery Management practices in Network Service Providers. These practices are accomplished using Florida's Recovery-Oriented System of Care (ROSC) Framework. This document provides best practice standards to transform delivery of care to one that focuses on sustainable wellness and recovery.

The Network Provider must operate under the principles of a Recovery Oriented System of Care (ROSC). ROSC principles promote a coordinated network of community-based services and supports that is person-centered, self-directed care, and builds on the strengths and resilience of individuals, families, and communities to achieve improved health, wellness, and quality of life. As such, the Network Provider should operate under a "no wrong door" model as defined in s. 394.4573, F.S., as well as the other guiding principles of ROSC. The Network Provider must participate in all implementation activities and Technical Assistance provided by the Department and the ME.

The purpose of this document is to provide direction and recommendations for implementation of Recovery Management practices in Network Service Providers in accordance with the guidelines is this document and in the Department's Guidance Document 35, Recovery Management Practices, dated July 1, 2023, or the latest revision thereof, herein incorporated by reference. These practices are accomplished using Florida's Recovery-Oriented System of Care (ROSC) Framework. This document provides best practice standards to transform delivery of care to one that focuses on sustainable wellness and recovery.

I. DEFINITIONS

A. Peer Specialist: As defined in s. 397.311(30), F.S.

B. Recovery: As defined in s. 397.311(37), F.S.

Through key stakeholder engagement, SAMHSA developed the following working definition of recovery.[1]

Recovery is a process of change through which individuals improve their health and wellness, live self-directed lives, and strive to reach their full potential.

This definition describes recovery as a process, not an end state. Complete symptom remission is neither a prerequisite of recovery nor a necessary process outcome. Recovery can have many pathways including professional clinical treatment and use of medications; family, school, and faith-based supports; peer support and other approaches. Four major dimensions support a life in recovery:

1. Health: Learning to overcome, manage, or more successfully live with symptoms; and making health choices that support one's physical and emotional wellbeing.
2. Home: A safe, stable place to live.
3. Purpose: Meaningful daily activities such as, work, school, volunteer activities, or creative endeavors; an increased ability to lead a self-directed life; and meaningful engagement in society.
4. Community: Relationships and social networks providing support, friendship, love, and hope.

C. Recovery Management (RM): A philosophical framework for organizing treatment services to provide pre- recovery identification and engagement, recovery initiation and stabilization, long-term recovery maintenance, and quality-of-life enhancement for individuals and families affected by behavioral health disorders.[2]

[1] (Recovery, 2010)
[2] White, W. (2008). Recovery management and recovery-oriented systems of care. Chicago: Great Lakes Addiction Technology Transfer Center, Northeast

D. Recovery-Oriented: Recovery-Oriented care recognizes that each person must be the agent of and the central participant in their own recovery journey. All services and supports need to be organized to support the developmental stages of this process.

E. Services should instill hope, be person and family-centered, offer choice, elicit and honor each person's potential for growth, build on a person's and family's strengths and interests, and attend to the overall quality of life, including health and wellness. These values can be the foundation for all services regardless of the service type.

F. Recovery-Oriented system of care (ROSC): A value-driven framework to guide transformation of a behavioral health system of care. The framework structures behavioral health systems to involve a network of clinical, nonclinical services, and supports that sustain long-term, community-based recovery. Formal and informal service networks are developed and mobilized to sustain long-term recovery for individuals and families impacted by behavioral health disorders. ROSC reflects variations in each community's vision, institutions, resources, and priorities. The "system" is not a treatment agency but a macro-level organization of a community, a state, or a nation.

G. Recovery Capital: Recovery capital is the breadth and depth of internal and external resources that can be drawn upon to initiate and sustain recovery.

H. Recovery Support: As defined in s 397.311(40), F.S.

I. Support Services: As defined in s. 394.67(16)(c), F.S.

II. ROSC TRANSFORMATION OVERVIEW

Based on the Department's Florida Substance Abuse and Mental Health Plan Triennial State and Regional Master Plan[3], Florida's behavioral health, recovery-oriented transformation includes:

A. Action-Oriented Priority Areas to Foster:

1. **Collaborative Service Relationship** indicated by a mutual service relationship between the provider and the service recipient that shift from a hierarchy model to the shared decision-making process and best practices that support the service recipients.
2. **Cross-system Partnerships** indicated by strategically leveraging resources and working across sectors to achieve common goals.
3. **Community Integration** indicated by assertively connecting service recipients to natural community- based resources to promote development of interest, skills, and supportive relationships.
4. **Community Health and Wellness** indicated by a focus on prevention, early intervention, wellness and increased recovery capital through targeted community education, strategic partnership development, and improved connections between system and local communities.
5. **Peer-based Recovery Support** indicated by increasing access to peer-based recovery support services.

B. Goals of a Recovery-Oriented System of Care

1. Promote good quality of life community health and wellness for all.

Addiction Technology Transfer Center and Philadelphia Department of Behavioral Health and Mental Retardation Services.

[3] Florida Substance Abuse and Mental Health Plan, Triennial State and Regional Master Plan, Fiscal Years 2019-2022, Department of Children and Families, Office of Substance Abuse and Mental Health, May 30, 2019

2. Prevent the development of behavioral health conditions.
3. Intervene earlier in the progression of illnesses.
4. Reduce the harm caused by substance use disorders and mental health conditions on individuals, families, and communities.
5. Provide the resources to assist people with behavioral health conditions to achieve and sustain their wellness and build meaningful lives for themselves in their communities.

C. Best Practice Standards as defined in Table 1.

D. Performance Arenas for Quality Improvement Monitoring.

The practices below are aligned with the Department's Recovery Oriented Quality Improvement Monitoring process and protocols produced by Florida Certification Board.

1. Meeting Basic Needs indicated by assessment, planning and delivery of all services to first address basic needs.
2. Comprehensive Services indicated by treatment and recovery supports that provide for a variety of treatment and recovery support modalities.
3. Medication Assisted Treatment where applicable indicated by the provision of information on psychotropic medication and medication-assisted treatment (MAT).
4. Strength Based Approach indicated by treatment delivery and planning that are fundamentally oriented toward individual's strengths rather than deficits.
5. Customization and Choice indicated by the planning and delivery of all services and supports are designed to address the unique circumstances, history, needs, expressed preferences, and capabilities of individuals receiving services.
6. Opportunity to Engage in Self-Determination indicated by the level of involvement of the individual determining treatment approaches and other recovery-oriented services.
7. Network Supports and Community Engagement indicated by active efforts in the planning and delivery of services to involve environmental supports in the individual's treatment and overall recovery that promotes community integration.
8. Recovery Focus indicated by providing services that are centered on helping individuals to achieve recovery goals and ensuring ongoing and seamless connections with services and supports.

E. Potential Practice Changes as described in Table 1.

The Department's goal is to transform its publicly funded behavioral health services to a more recovery-oriented system. The Department also acknowledges regional and community variances in terms of visions, institutions, resources, and priorities. Due to these variations, transformation practices discussed here are not proscriptive of best practice standards and the Department does not expect that all practices will be executed in every region or community. Specific regional best practices will be directed by each Managing Entity in consultation with the Department and key stakeholders. **Table 1** includes a list of best practice standards and changes in practice.

Table 1 ROSC Implementation Crosswalk

Best Practice Standards	Performance Arenas for Quality Improvement Monitoring	Potential Practice Changes
Assessment: Greater use of global and strength-based assessment instruments and interview protocol; shift from assessment as an intake activity to assessment as a continuing activity focused on the developmental stages of recovery.	**Meeting Basic Needs**	***Conduct Global Assessments:*** Use holistic, culturally relevant assessments, use strengths-based assessment procedures and interview protocols; shift from assessment as an intake activity to assessment as a continuing activity focused on the developmental stage of recovery. Focus the assessment on multiple life domains rather than primarily on the presenting problems.
Clinical Care: Greater accountability for delivery of services that are evidence-based, gender-sensitive, culturally competent, and trauma informed; greater integration of professional counseling and peer-based recovery support services; considerable emphasis on understanding and modifying each client's recovery environment; use of formal recovery circles (recovery support network development). **Service Dose and Duration:** Dose and duration of total services will increase while number and duration of acute care episodes will decline; emphasis shifts from crisis stabilization to ongoing recovery coaching; great value placed in continuity of contact in a primary recovery support relationship over time. **Post-treatment Checkups and Support:** Emphasis on recovery resource development (e.g., supporting alumni groups and expansion/diversification of local recovery support groups); assertive linkage to communities of recovery; face-to-face, telephone-based, or Internet-based post-treatment monitoring and support; stage-appropriate recovery education; and, when needed, early re-intervention.	**Comprehensive Services**	***Promote Retention:*** Enhance rates of service retention and reduce rates of service disengagement and administrative discharge by utilizing outreach workers, enhancing peer-based recovery support services in the treatment context, providing culturally competent services, providing a menu of service options so that care is individualized, and incorporating family members and other important allies as desired. Develop assertive approaches to helping people remain connected to natural community-based supports.
		Expand the Focus of Services and Supports: Expand the focus beyond sobriety, symptom management, or biopsychosocial stabilization, to assisting individuals with building lives in the community and promoting community health. Focus on what people and communities want to become rather than what we want them to stop doing. Strengthen the family and community contexts so that individuals have increased access to natural supports, which sustain recovery and wellness beyond their involvement in a treatment episode. Facilitate the development of recovery maintenance skills rather than only recovery initiation skills. Provide clinical services that are recovery-focused, evidence-based, developmentally appropriate, gender-sensitive, culturally competent, trauma-informed and integrated with a broad spectrum of non-clinical recovery support services. Provide prevention supports that strengthen individual, family and community protective factors and reduce risk factors for substance use.
		Ensure a Sufficient Continuum of Care with Appropriate Dose/Duration of Services: Provide doses of treatment services across levels of care that are associated with positive recovery outcomes. Facilitate continuity of contact in a primary recovery-support relationship over time and across levels of care.
		Develop strong cross-system partnerships to achieve common goals: Build meaningful collaborations across systems such as criminal justice, behavioral health, child welfare, housing, public health, education, transportation, to strategically leverage resources and achieve intersecting goals.
		Increase Service Access: Assure rapid access to treatment with minimal wait times. During unavoidable wait times, engage people through peer-based supports within treatment. Ensure that there are no limitations to accessing treatment based on past utilization and/or outcomes.

Table 1 ROSC Implementation Crosswalk		
Best Practice Standards	**Performance Arenas for Quality Improvement Monitoring**	**Potential Practice Changes**
Clinical Care: Greater accountability for delivery of services that are evidence-based, gender-sensitive, culturally competent, and trauma informed; greater integration of professional counseling and peer-based recovery support services; considerable emphasis on understanding and modifying each client's recovery environment; use of formal recovery circles (recovery support network development).	MAT	***Conduct Global Assessments:*** Use holistic, culturally relevant assessments, use strengths-based assessment procedures and interview protocols; shift from assessment as an intake activity to assessment as a continuing activity focused on the developmental stage of recovery. Focus the assessment on multiple life domains rather than primarily on the presenting problems.
		Promote Health Activation: Shift towards philosophy of choice rather than prescription of pathways and styles of recovery/support, greater client authority and decision making within the service relationship, emphasis on empowering clients to self-manage their own recoveries and identify their personal life and treatment goals. Similarly, empower the community to identify their strengths that can be mobilized to promote wellness.
Assessment: Greater use of global and strength-based assessment instruments and interview protocol; shift from assessment as an intake activity to assessment as a continuing activity focused on the developmental stages of recovery. **Service Relationship:** Service relationships are less hierarchical with counselor serving more as ongoing recovery consultant than professional expert; more a stance of "How can I help you?" than "This is what you must do."	Strengths Based Approach	***Facilitate Individualized, Person Centered Service Planning:*** Ensure that treatment and recovery/wellness planning processes are individualized, directed by the person/family, and are grounded in the broader life goals that people have for themselves rather than clinical goals.
		Promote Health Activation: Shift towards philosophy of choice rather than prescription of pathways and styles of recovery/support, greater client authority and decision making within the service relationship, emphasis on empowering clients to self-manage their own recoveries and identify their personal life and treatment goals. Similarly, empower the community to identify their strengths that can be mobilized to promote wellness.
Role of Client: Shift toward philosophy of choice rather than prescription of pathways and styles of recovery; greater client authority and decision-making within the service relationship; emphasis on empowering clients to self-manage their own recoveries. **Service Relationship:** Service relationships are less hierarchical with counselor serving more as ongoing recovery consultant than professional expert; more a stance of "How can I help you?" than "This is what you must do."	Customization and Choice	***Promote Health Activation:*** Shift towards philosophy of choice rather than prescription of pathways and styles of recovery/support, greater client authority and decision making within the service relationship, emphasis on empowering clients to self-manage their own recoveries and identify their personal life and treatment goals. Similarly, empower the community to identify their strengths that can be mobilized to promote wellness.
		Promote Collaborative Service Relationships: Shift the relationship with clients and community members from a hierarchical expert-patient model to a partnership/consultant model. The helping stance changes from "this is what you must do" to "how can I help you?"
		Expand the Focus of Services and Supports: Expand the focus beyond sobriety, symptom management, or biopsychosocial stabilization, to assisting individuals with building lives in the community and promoting community health. Focus on what people and communities want to become rather than what we want them to stop doing. Strengthen the family and community contexts so that individuals have increased access to natural supports, which sustain recovery and wellness beyond their involvement in a treatment episode. Facilitate the development of recovery maintenance skills rather than only recovery initiation skills. Provide clinical services that are recovery-focused, evidence-based, developmentally appropriate, gender-sensitive, culturally competent, trauma-informed and integrated with a broad spectrum of non-clinical recovery support services. Provide prevention supports that strengthen individual, family and community protective factors and reduce risk factors for substance use.

Table 1 ROSC Implementation Crosswalk		
Best Practice Standards	**Performance Arenas for Quality Improvement Monitoring**	**Potential Practice Changes**
Engagement Greater focus on early identification via outreach and community education; emphasis on removing personal and environmental obstacles to recovery; shift in responsibility for motivation to change from the client to service provider; loosening of admission criteria; renewed focus on the quality of the service relationship. **Retention:** Increased focus on service retention and decreasing premature service disengagement; use of peers, outreach workers, recovery coaches, and advocates to reduce rates of client disengagement and administrative discharge. **Attitude toward Re-admission:** Returning clients are welcomed (not shamed); emphasis on transmitting principles and strategies of chronic disease management; focus on enhancement of recovery maintenance skills rather than recycling through standard programs focused on recovery initiation; emphasis on enhancing peer-based recovery supports and minimizing need for high-intensity professional services.	Opportunity to Engage in Self-Determination	***Facilitate Individualized, Person Centered Service Planning:*** *Ensure that treatment and recovery/wellness planning processes are individualized, directed by the person/family, and are grounded in the broader life goals that people have for themselves rather than clinical goals.* ***Peer-based Recovery Support Services:*** Expand the availability of non-clinical, formal (paid) and informal (non-paid) peer-based recovery support services and integrate them with professional and peer-based services.
Service Delivery Sites: Emphasis on transfer of learning from institutional to natural environments; greater emphasis on home-based and neighborhood-based service delivery; greater use of community organization skills to build or help revitalize indigenous recovery supports where they are absent or weak. **Service Relationship:** Service relationships are less hierarchical with counselor serving more as ongoing recovery consultant than professional expert; more a stance of "How can I help you?" than "This is what you must do." **Attitude toward Re-admission:** Returning clients are welcomed (not shamed); emphasis on transmitting principles and strategies of chronic disease management; focus on enhancement of recovery maintenance skills rather than recycling through standard programs focused on recovery initiation; emphasis on enhancing peer-based recovery supports and minimizing need for high-intensity professional services.	Network Supports and Community Integration	***Promote Community Integration:*** Facilitate community integration by supporting people in identifying their personal dreams, goals, and preferences for their life. Connect them to relevant resources and walk alongside them to develop the interest, skills and relationships that will enable them to enhance their life. Collaborate with indigenous recovery-support organizations (e.g., faith community); assertively link people to local communities of recovery; participate in local recovery education/celebration events in the larger community and advocate on issues that affect long-term recovery in the community (e.g., issues of stigma and discrimination). Mobilize and increase collaboration amongst diverse community resources. Partner with the community in a manner that values and integrates the knowledge, expertise, and strengths of community members. ***Promote Collaborative Service Relationships:*** Shift the relationship with clients and community members from a hierarchical expert-patient model to a partnership/consultant model. The helping stance changes from "this is what you must do" to "how can I help you?" ***Conduct Strength-Based Community Asset Mapping:*** Support prevention efforts that use a strategic approach to assess the strengths and assets within communities, rather than focus primarily on needs assessments, gaps, and identified problems. ***Assertively Engage All Community Members:*** Promote prevention, early engagement, and intervention via outreach and community education. For those in need of intervention, emphasize removing personal and environmental obstacles to recovery through meeting basic needs; ensure that the responsibility for motivation to change shifts from clients to service providers; use inclusive admission criteria rather than emphasis on exclusionary criteria. ***Broaden Service Delivery Sites:*** Increase the delivery of community integrated neighborhood and home-based services and expand recovery support services in high-need areas. Utilize and link people to existing community-based resources rather than duplicating efforts and recreating resources within segregated, institutional environments. Assist people in developing a network of natural recovery supports in order to increase their recovery capital.

III. MANANGING ENTITY RESPONSIBILITIES

Each Managing Entity shall demonstrate progress toward implementation of a ROSC framework within its service areas. The Managing Entity shall:

A. Incorporate specific Best Practice Standards and Potential Practice Changes in **Table 1** into Network Service Provider subcontracts and monitor compliance with the Performance Arenas for Quality Improvement Monitoring aligned with the specific standards and changes selected.

B. Incorporate concepts designed to bolster the role of peer support and ROSC concepts with Network Services Providers to Incorporate the elements of the Florida Peer Services Handbook 2016, available at:

Recovery Oriented System of Care (ROSC) Managing Entities | Florida DCF (myflfamilies.com)

C. Require subcontracted Network Service Providers who employ peers with direct recovery-support service roles to:

1. Use the Reaching for their Dreams Using Recovery Capital as a foundation to inform the individualized recovery planning process by developing goals among applicable domains.
2. Receive standardized supervision of peer-based support services training for peer supervisors Providers.

D. Support programmatic changes to include prevention and early intervention.

E. Promote adoption of sustainable recovery-oriented practices.

F. Analyze and assess current Managing Entity administrative, fiscal, policy, monitoring, and evaluation functions to align with recovery-oriented concepts using the Best Practices Standards in Table 1.

G. Identify opportunities to promote the expansion of peer-based recovery support services and recovery communities, enhance the role of peers in the workforce, and support development of peer-run organizations in their network.

H. Require subcontracted Network Service Providers providing direct services to use, at minimum the Self-Assessment Planning Tool (SAPT) and Recovery Self-Assessment (RSA) tools and the DATA Analysis and Strategic Planning Steps available to assess recovery-oriented activities. Applicable resources available at:

Recovery Oriented System of Care (ROSC) Providers | Florida DCF (myflfamilies.com)

Recovery Self-Assessment < Yale Program for Recovery and Community Health

I. Every two years, conduct a process for collecting data from the SAPT and the RSA Person in Recovery, Provider version, and where applicable Family Member/Significant Other version for implementing Recovery-Oriented Services.

J. Annually provide technical assistance to Network Service Providers for improvement among all domains and shall include development of individualized action plans.

K. Annually provide a regional summary report that includes data to demonstrate the extent to which services use the characteristics of recovery-oriented best-practices. This report shall also include a regional action plan to address opportunities for improvements and demonstrate progress towards identified goals.

L. Require direct Network Services Providers to receive standardized training on Recovery Management best practices in employee orientation and refresher training, developed by the Florida Certification Board.

M. Use the Recovery Oriented Quality Improvement Monitoring Blueprint, developed by the Florida Certification Board, to:

1. Conduct Recovery-Oriented Quality Improvement monitoring as a component of routine monitoring of Network Service Providers providing direct services.
2. Include findings from the monitoring in a final report that shall include all elements of the site visit, facility tour, policy and procedure review, person served interviews, surveys, clinical chart scoring outcomes, staff interviews, and where applicable, review of peer specialist staff job description(s).
3. In consultation with the Department, provide follow-up training and technical assistance on enhancing recovery management approaches and practices to monitored providers with a cumulative average score of less than 4.0 across all domains.
4. Reports shall be submitted to the Network Service Provider and the Department's regional office within 30 days of the site visit.

IV. RESOURCES

Managing Entities and Network Service Providers are encouraged to research the following recovery-oriented promising practices as examples of effective implementation:

Recovery Support Bridger's/Navigators - Certified Recovery Peer Specialists (CRPS) are utilized to assist individuals successfully transition back into the community following discharge from a SMHTF, CSU or Detox. The CRPS engages the individual while still inpatient and provides support and information on discharge options. They participate in discharge planning and assist the person in identifying community-based service and support needs and build self-directed recovery tools, such as a Wellness Recovery Action Plan (WRAP). The CRPS then supports the individual as they transition to the community. More information on WRAP may be accessed at: http://mentalhealthrecovery.com/

Care Transition Programs® - This intervention utilizes a Transition Coach to preferably meet an individual in the acute care setting to engage them and their family (as appropriate) and sets up in-home follow up visits and phone calls designated to increase self-management skills, personal goal attainment, and provide continuity across the transition.[4] More information on the Care Transition Programs may be accessed at: http://caretransitions.org/

Behavioral Health Homes - The SAMHSA – HRSA Center for Integrated Health Solutions has proposed a set of core clinical features of a behavioral health-based health home that serves people with mental health and substance use disorders, with the belief that application of these features will help organizations succeed as health homes.

This resource may be accessed at: http://www.integration.samhsa.gov/clinical-practice/CIHS_Health_Homes_Core_Clinical_Features.pdf

Reducing Avoidable Readmissions Effectively - The RARE Campaign in Minnesota was established to improve the quality of care for persons transitioning across care systems and to reduce avoidable readmissions by 20%.

Five areas were identified as a focus of these efforts:

- Patient/Family Engagement and Activation,
- Medication Management,

[4] See, http://caretransitions.org/about-the-care-transitions-intervention/, site accessed October 14, 2015.

- Comprehensive Transition Planning,
- Care Transition Support, and
- Transition Communication

For more detail, the RARE Campaign published recommendations on actions to address the above areas of focus which can be accessed at:
http://www.rarereadmissions.org/documents/Recommended_Actions_Mental_Health.pdf

Telehealth - Technology presents another promising practice in coordinating care, specifically related to access. For example, the Department of Veterans Affairs piloted a care coordination/home telehealth initiative that continually monitored veterans with chronic health conditions. Vital signs and other disease management data was transmitted to clinicians remotely located. The pilot reported reductions in hospital admissions and length of stay.[5]

Wraparound - Wraparound is an intensive, individualized care planning and management process for individuals with complex needs, most typically children, youth, and their families. The Wraparound approach provides a structured, holistic and highly individualized team planning process which includes meeting the needs of the entire family. The philosophy of care begins with the principal of "voice and choice", which stipulates the child and family perspective and drives the planning. The values further stipulate that care be community-based and culturally and linguistically competent. The staff to family ratio typically does not exceed one Wraparound facilitator to ten families. More information on Wraparound may be accessed at:
http://nwi.pdx.edu/.

Related Articles:

- Philadelphia Behavioral Health Services Transformation Practice Guidelines for Recovery and Resilience Oriented Treatment.
- Philadelphia Dept. of Behavioral Health and Intellectual Disabilities Services and Achara Consulting Inc. (2017). Peer Support Toolkit. Philadelphia, PA: DBHIDS.
- Davidson, L.; Tondora, J.; Ridgway, P.; & Rowe, M. (2012). Inventory of transformation characteristics for recovery-oriented systems of care. New Haven, CT: Yale University Program for Recovery and Community Health.
- Winarski, J., Dow., M, Hendry, P., & Robinson, P. (2018). Self-Assessment/Planning Tool for Implementing Recovery-Oriented Services (SAPT) Adapted for Florida's Recovery Oriented System of Care Initiative (ROSC). Tampa, FL: Louis de la Parte Florida Mental Health Institute, University of South Florida.
- Recovery concept finds common ground in mental health and addiction, Co-occurrences Newsletter of the Minnesota Co-Occurring State Incentive Grant Project.
- Recovery in Mental Health & Addiction, Davidson and White, Recovery to Practice Issue No. 14
- Kelly, J. & White, W. (Late 2010) Addiction recovery management: Theory, science and practice. New York: Springer Science.
- Monographs published by Great Lakes ATTC, available at http://www.williamwhitepapers.com/:
  - Recovery Management

[5] IOM (Institute of Medicine). 2010. The healthcare Imperative: Lowering Costs and Improving Outcomes: Workshop Series Summary. Washington, DC: The National Academies Press

- Peer-based Addiction Recovery Support: History, Theory, Practice, and Scientific Evaluation
- Recovery Management and Recovery-Oriented Systems of Care: Scientific Rationale and Promising Practices
- Practice Guidelines for Resilience and Recovery Oriented Treatment, Philadelphia Department of Behavioral Health and Intellectual Disability Services

Relevant Websites:

http://www.williamwhitepapers.com/

http://www.acharaconsulting.com/

http://www.acharaconsulting.com/peer-support-toolkit/

https://www.samhsa.gov/brss-tacs

https://inaps.memberclicks.net/assets/docs/RTP%20Next%20Steps%20Manual.pdf

https://store.samhsa.gov/sites/default/files/d7/priv/pep12-recdef.pdf

Exhibit BL
Guidance # 41
Coordinated Opioid Recovery (CORE) Network of Addiction Care

Contract Reference: Prime Contract, *Contract Exhibit A. Administration C-1.23*

Authority: *Section 394.9082, F.S. C-1.2.3.25*

Frequency: Data submission every other week

I. Purpose

This document provides direction and guidance for administration, implementation, and management of Florida's Coordinated Opioid Recovery (CORE) Network of Addiction Care. This document outlines the purpose, policy, and competencies intended to ensure that funds are used effectively to combat opioid use disorder in Florida, in accordance with state and federal laws and regulations.

To ensure the implementation and administration of this project, the Managing Entity shall require that Network Service Providers, Emergency Medical Providers, and Emergency Departments participating in a CORE project to continue with service delivery and reporting as previously required during FY 22/23.

The Managing Entity shall not make any changes or variations from fidelity to the structure, implementation, and data collection of the CORE model as stated in this document.

II. Program Requirements

1. Provide a 24/7 access point where an individual can access medication assisted treatment (MAT), including weekends.
2. Ensure a clinic provider is available to receive individuals in need of services from the 24/7 access point, and that first responders can provide MAT until the individual can be seen in the clinic.
3. Provide treatment for co-morbid alcohol and benzodiazepine use disorders.
4. Ensure individuals receiving services have access to higher levels of care if needed, including outpatient detox.
5. Ensure the availability of clinical experts in addiction medicine, including licensed therapists in outpatient services and access to primary care for all individuals served.
6. Perform necessary lab work on all individuals to identify any infectious diseases.
7. Ensure individuals served have access to psychiatric care at the providers clinic or in the community.
8. Ensure availability of peer support staff to assist in navigating the CORE network and other supportive services needed.
9. Ensure care coordination is available based on an individual's need.
10. Ensure access to a variety of MAT, including buprenorphine (Buprenorphine) and Vivitrol, and referrals for methadone, if appropriate.
11. Capacity to continue prescribing MAT as long as the prescriber determines the medication is clinically beneficial, without any arbitrary limits on length of care.

12. Approach to dosing MAT that considers the specific circumstances and use pattern of the individual.
13. Availability to test biological specimens (e.g., urine, blood, hair) for fentanyl at the 24/7 access point and the receiving clinic.
14. Network Service Providers, Emergency Medical Providers, and Hospital Emergency Departments shall use the established clinic intake process.
15. Network Service Providers, Emergency Medical Providers, and Hospital Emergency Departments shall use the established protocol for induction on buprenorphine.
16. Naloxone kits shall be available to individuals without specific conditional requirements.
17. Provide access to group and individual therapy and recovery support groups facilitated by recovery peer specialists, where appropriate.
18. Procedures to address phases of treatment.
19. Ability to provide care to pregnant and parenting women.
20. Consistent monitoring of outcome measures and data including the use of the Brief Addiction Monitoring (BAM) tool and reporting as outlined in Section VIII of this document.

III. Eligibility

The CORE model prioritizes adults aged 18 or older who experience any of the following:

1. A confirmed or suspected opioid overdose requiring naloxone administration.
2. Signs and symptoms of severe opioid withdrawal.
3. Acute opioid withdrawal as a chief complaint.
4. Individuals seeking support for opioid use disorder (OUD) at any county CORE partner location.

IV. CORE Program Model

The CORE model establishes a recovery-oriented continuum of care and support for those seeking treatment and recovery support services for OUD. This comprehensive approach expands every aspect of overdose response and treats all primary and secondary impacts of substance use disorder (SUD). The CORE model disrupts the revolving door of addiction and overdose by providing primary care and peer navigators within the emergency department and immediately connecting individuals to sustainable overall health care. Department approval is required before implementing any variation of the CORE model.

The model includes the following tiered approach:

1. Rescue Response
2. Stabilization/ Assessment
3. Long-term Treatment
4. Recovery Supports

V. CORE Sustainability

Sustaining CORE projects in all counties will require blending and braiding from various funding sources at different levels. All participating counties will be required to submit a CORE Sustainability Plan.

VI. Managing Entity Responsibilities

To ensure consistent statewide implementation and administration of CORE, the Managing Entity shall ensure all program requirements as outlined in section II, are met through subcontracts with Network Service Providers. The Managing Entity shall implement the CORE program model in accordance with the outlined programmatic standards and in accordance with Florida's Opioid Abatement requirements. The Managing Entity shall expend the funds on approved purposes only. The Statewide Council on Opioid Abatement may pass additional measures and requirements that the Department and Managing Entities must follow when evaluating compliance, performance, and implementation. The CORE model program standards are as follows:

1. Rescue Response
   a. Individual in need of services is treated by first responders (fire rescue/ Emergency Medical Services (EMS) personnel).
   b. Treatment includes use of specialized EMS protocols for overdose and acute withdrawal.

2. Stabilization/Assessment
   a. Individual receives treatment in an emergency department (ED) with an addiction stabilization center.
   b. Treatment options include medication-assisted treatment, which entails, at a minimum, the ability to induct individuals on buprenorphine and issue a prescription for buprenorphine that lasts until their initial appointment with a community-based provider prior to being released from the ED.
   c. Individual is assessed and treated for emergent unmet health needs.
   d. Specialty-trained medical staff recommend the care best suited for the individual and a peer navigator facilitates a warm hand off to the long-term treatment provider.

3. Long-Term Treatment
   a. Individual receives long-term-care and wrap around support.
   b. Individual is treated by a team of licensed and certified professionals that specialize in treating addiction.
   c. Services may include long-term management of medication-assisted treatment, therapy, psychiatric services, individualized care coordination, pharmacy services, and links to other health services.
   d. Individuals shall receive services to address any identified social service needs.

4. Recovery Support
   a. Certified Recovery Peer Specialists utilize direct lived experience with SUD and recovery to reduce stigma and increase engagement into services.

b. Certified Recovery Peer Specialists facilitate warm hand-offs to treatment and recovery community organizations.

5. Training
   a. Ensure clinical and systems training are provided to counties to promote use of evidence-based delivery of each component. Training topics should be developed based on need incounties.

Effective no later than October 1, 2023, Managing Entities in areas with an existing CORE program shall execute contracts or purchase orders with the pre-existing contracted partners for the implementation of the CORE Network of Addiction Care.

The Department will identify the next 17 counties to establish a CORE program for implementation in FY 23/24.

VII. Network Service Provider and System Partner Responsibilities

Network Service Providers, Emergency Departments, and Emergency Medical Services shall identify staff to be responsible for activities required through the CORE partnership. Network Service Providers and system partners including EDs and EMS shall implement a system of care, known as CORE, and shall provide eligible individuals with treatment that includes use of specialized protocols for overdose and acute withdrawal and provide MAT. CORE partners shall work together identifying a point of contact, preferably the peer specialist, to provide warm hand-offs as the individual transitions to different services.

Network Service Providers and system partners including EDs and EMS shall complete online CORE training available on the CORE website and any other training required by the Department.

1. **Emergency Medical Service** - Emergency Medical Service partners shall:
   a. Implement use of the EMS Pre-Hospital Buprenorphine-Naloxone Induction for Opioid Use Disorder.
   b. Hire and train staff on using appropriate equipment, medication, and protocols.
2. **Emergency Department-** Emergency Departments shall:
   a. Implement use of specialized protocols for overdose and acute withdrawal and provide medication assisted treatment.
3. **Network Service Providers/Receiving Clinics-** Network Service Providers/Receiving Clinics shall:
   a. Implement CORE model services and supports to provide treatment that includes use of specialized protocols for overdose and acute withdrawal and medication assisted treatment.
   b. Hire and train staff on the established protocols, medication assisted treatment and the use of the brief addiction monitoring tool (BAM) in accordance with protocols.

VIII. Data and Reporting

1. **Data Collection**

   Opioid settlement funds will be used to implement CORE. A required component of the state's opioid settlement is to use an evidence-based data collection process to analyze the effectiveness of substance

use abatement. The opioid settlement states that the State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

a. Managing Entities shall ensure that all CORE partners comply with the required data collection process.

b. Data collection should be based on standardized procedures to ensure consistency and accuracy across all service providers.

c. To evaluate the effectiveness of substance use abatement, the data collection process should include tracking and measuring key outcome indicators related to opioid use disorder treatment, such as retention rates, reduction in overdose incidents, and improvements in overall well-being.

2. **Data Management And Privacy**

a. All data collected should be stored in a secure and centralized database, accessible only to authorized personnel, to facilitate accurate reporting and analysis.

b. Regular data audits should be conducted to ensure data integrity and identify any discrepancies or errors for timely correction.

3. **Reporting Mechanism and Format**

All CORE partners are required to continue reporting CORE data into the ClearPoint system in the established format.

4. **Data Analysis and Utilization**

a. The Department and Managing Entity shall collaborate in analyzing the collected data to assess the impact and effectiveness of the CORE program.

b. Data analysis should be used to identify potential areas of improvement, refine program strategies, and inform evidence-based decision-making to enhance the overall effectiveness of the CORE program.

ATTACHMENT II
Financial and Audit Compliance

The administration of resources awarded by the Department of Children & Families, through the Managing Entity, to the Network Provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500- 200.521 and § 215.97, F.S., as revised, the Department 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 Department staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §§ 200.500-200.521.

In the event the recipient expends $750,000 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 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than $750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. 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 Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 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 2 CFR § 200.508.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department 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 Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART II: STATE REQUIREMENTS

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

In the event the recipient expends $500,000 or more ($750,000 or more for fiscal years beginning on or after July 1, 2016) in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than $500,000 (less than $750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. 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 Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department 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 Department 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 Department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 (federal) or 45 (State) 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. Contract manager for this contract (1 copy)

B. Department of Children & Families (1 electronic copy and management letter, if issued)

Office of the Inspector General

Single Audit Unit
The Centre, Suite 400-I
2415 Monroe Street
Tallahassee, Florida 32303
Email address: HQW.IG.Single.Audit@myflfamilies.com

C. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

https://harvester.census.gov/facweb/

and other Federal agencies and pass-through entities in accordance with 2 CFR § 200.512.

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

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
Email address: flaudgen_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the Department for audits done in accordance with 2 CFR §§ 200.500-200.521, 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 Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the Department 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 Department 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 Department.

ATTACHMENT III
CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature

3/21/2024
Date

James Reyes Chief of Public Safety
Name of Authorized Individual

ME225-13-14
Application or Contract Number

Miami-Dade County through the Miami-Dade Fire Rescue Department
Name of Organization

111 NW 1 Street, 29th Floor, Miami, FL 33128
Address of Organization

CF 1123, PDF 03/96