

**SUBCONTRACT BETWEEN**  
**CENTRAL FLORIDA CARES HEALTH SYSTEM, INC.**

**AND**

**IMPOWER, INC.**

**Subcontract Number:** IMP23  
**Subcontract Amount:** \$5,168,769.00  
**Local Match Requirement:** \$793,287.00  
**Begin and End Dates:** 7/1/2020 – 6/30/2023

THIS CONTRACT is entered into by and between **CENTRAL FLORIDA CARES HEALTH SYSTEM, INC.**, hereinafter referred to as the "Contractor" and **IMPOWER, INC.**, hereinafter referred to as the "Subcontractor", for the provision of Substance Abuse and Mental Health services in accordance with those conditions specified in this subcontract and the Master Contract number GHME1 or any of its subsequent renewals or amendments between Central Florida Cares Health System, Inc. and the Florida Department of Children and Families, Central Region.

FOR AND IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, the Contractor and the Subcontractor agree as follows:

A. Services to be Provided

1. The Subcontractor is responsible for the administration and provision of programs and services in the following counties: **Brevard, Orange, Osceola and Seminole**.
2. Specific Subcontractor obligations under this subcontract require that the Subcontractor:
  - a. Comply with the provisions and conditions specified in the Master Contract, which is incorporated herein by reference and may be located at: <https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=600000&ContractId=GHME1> (Master Contract, includes the standard contract, its' attachments, any exhibits referenced in said attachments, any documents incorporated by reference, and any subsequent renewals and amendments). The Subcontractor shall provide services in accordance with the terms and conditions specified in the Master Contract including all attachments, exhibits, and documents incorporated by reference which constitutes the contract document. Any reference to the Department of Children and Families in the Master Contract documents is equivalent to the Contractor in relation to the Subcontractor, unless otherwise noted.

- b. Secure and maintain all necessary authority and licenses to provide the services allowable within the cost centers for which the Contractor shall be invoiced and to provide those services for the rates specified in their CFCHS approved Funding Detail, hereby incorporated by reference.
- c. Ensure Contractor access to the documentation necessary for ensuring compliance to the conditions of this subcontract.
- d. Ensure that all persons served under this subcontract are eligible, that services provided are allowable and that documentation is consistent with and maintained in accordance with the conditions of the Master Contract, including, where applicable, verification that the services provided cannot be paid for through Medicaid.
- e. Subcontractor and staff shall comply with the staffing qualifications and requirements of this subcontract and as required by applicable law, rule or regulations, including without limitation, the regulations of the Department of Children and Families. The Subcontractor shall enroll in the E-Verify program to initiate verification of employment eligibility prior to hiring. The Subcontractor will ensure that the standards for mental health personnel are used for Level II screening as set forth in Chapter 435 and s. 408.809, F.S., and, except as otherwise specified in ss. 394.4572(1)(b)-(d), and 394.4572(3), F.S. Additionally, the Subcontractor shall provide employment screening for substance abuse personnel using the standards set forth in Chapter 397, F.S.
- f. Each party shall comply with all confidentiality and non-disclosure requirements contained in the Master Contract or required by applicable law, rule or regulation. Further, each party shall not use or disclose to any unauthorized person any information relating to the business or affairs of the other party or of any qualified individual, except pursuant to the express written consent of the other party or the qualified individual, as applicable, court order, or as required by law, rule or regulation. This provision shall survive the termination or expiration of the subcontract.
- g. Subcontractor shall provide deliverables, including reports and data as specified in the included Attachments and Exhibits, in accordance with the stated standard terms and conditions of the contract. The failure to comply is considered a breach of contract as specified in the Master Contract and could result in denial of payment until acceptable deliverables are received.
- h. Contractor shall not be required to pay Subcontractors or other vendors if Contractor does not receive payment for the corresponding services and materials from its payment source. This shall not mean that Contractor is excused from payment unless Contractor is not paid due to no fault of its own. Contractor may make partial payments to the extent it receives partial funding. In the event the acts or omissions of a Subcontractor are a cause, in whole or in part, of a payment source's failure to pay Contractor, then Contractor may elect to apportion any payment received among Subcontractors or vendors whose acts are not a cause for non-payment. Subcontractors and vendors shall not be

subject to non-payment for reasons other than Contractor's failure to receive its funding, unless the Subcontractor or vendor has failed to comply with a corrective action plan and has received notice that its failure shall lead to non-payment as the next step of subcontract enforcement. Pursuant to s. 287.0582, F.S. the State of Florida's performance and obligation to pay under this subcontract is contingent upon an annual appropriation by the Legislature.

- i. Subcontractor agrees to participate in the Contractor's quality assurance and quality management activities, including: peer reviews, critical incident reporting, evaluations, reviews of both individuals served and administrative records, and compliance with contract management requirements. The Subcontractor shall grant staff of the Contractor access to programmatic files, fiscal files and individual served records for monitoring purposes. The purpose of the quality assurance monitoring shall be to objectively and systematically monitor and evaluate the appropriateness and quality of client care, to ensure that services are rendered consistent with reasonable, prevailing professional standards and to resolve identified problems. In addition, the Subcontractor shall grant access for the purpose of monitoring compliance with corrective action.
- j. The Subcontractor shall deliver services and system improvements as identified within their CFCHS approved Program Descriptions. The Subcontractor shall describe through their Program Description how consumers shall have access to care at each level of service delivery and how the care shall be coordinated to allow for seamless transition from one level of care to another. The Subcontractor shall also describe how the services shall be integrated to offer a total comprehensive array of services to accommodate the co-occurring population.
- k. The Subcontractor shall protect data in the CFCHS data system(s) from accidental or intentional unauthorized disclosure, modification, or destruction by persons by insuring that each user possesses a unique personal identifier and password known only to the user. Further, Subcontractors shall follow all guidelines, as specified by CFCHS, concerning required trainings and forms to be completed for staff with access to CFCHS data system(s).
- l. The Subcontractor shall maintain continuous adequate liability insurance during the existence of this subcontract and any renewal(s) and extension(s) of it. Each insurer must have a minimum rating of "A" by A.M. Best or an equivalent rating by a similar insurance rating firm, and shall name both Central Florida Cares Health System, Inc. and the Department of Children and Families as an additional insured under the policies. The Subcontractor accepts full responsibility for determining and identifying the type(s) and extent of liability insurance necessary to Subcontractor that provides reasonable financial protections for the Subcontractor and the clients. Upon execution of this subcontract the Subcontractor shall furnish the Contractor's verification supporting the determination and existence of such insurance coverage. The Contractor reserves the right to require additional insurance coverage as specified in the subcontract.

- m. If requested, the Subcontractor shall submit to the Contractor an actual expense report for every month of the subcontract period. The due date for the report is the 10<sup>th</sup> of the month following the end of the month. The Contractor shall provide the format of the report and shall determine the extent of cost analysis after reviewing the report.
- n. The Subcontractor shall make available and communicate all plans, policies, procedures, and manuals to the Contractor's staff, Subcontractor's staff, and to clients/ stakeholders if applicable.
- o. The Subcontractor agrees that all payments made for services will be based solely on data submitted to and accepted by Contractor or Contractor's data system. Any payments subsequently determined by the Contractor to not be in full compliance with subcontract requirements shall be deemed overpayments.

B. Method of Payment

1. This is a fee-for-service rate contract.
2. Contractor shall pay the Subcontractor for units of service, delivered in accordance with the terms and conditions of this subcontract at the unit price listed on their CFCHS approved Funding Detail hereby incorporated by reference, subject to the availability of funding. In the event that (i) Contractor has funds remaining after paying the Subcontractor the total amount outlined in the table below, and (ii) the Subcontractor has delivered additional units of service in accordance with the terms and conditions of this subcontract for which the Subcontractor has not been paid, Contractor may, in its sole discretion pay the Subcontractor for some or all of the additional units of service invoiced by Subcontractor.
3. The Subcontractor shall return to the Contractor any overpayments due to unearned funds or funds disallowed that were disbursed to the Subcontractor and any interest attributed to such funds. Should repayment not be made promptly upon discovery by the Subcontractor or its auditor or upon written notice by the Contractor, the Subcontractor will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by the Contractor to not be in full compliance with rate agreement requirements shall be deemed overpayments. The Contractor 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 Contractor from the Subcontractor under this or any other contract or agreement.
4. Pursuant to s. 394.76(3), Florida Statutes (F.S.), the Subcontractor agrees to provide local matching funds as outlined in the table below for each fiscal year of the subcontract.
5. At the beginning of each fiscal year, the total subcontract amount in **Table 1** will be adjusted accordingly.

<b>Table 1 – Subcontract Funding and Local Match Requirement</b>		
<b>State Fiscal Year</b>	<b>Subcontract Amount</b>	<b>Local Match Requirement</b>
2020-2021	\$1,722,923.00	\$264,429.00
2021-2022	\$1,722,923.00	\$264,429.00
2022-2023	\$1,722,923.00	\$264,429.00
<b>Total</b>	<b>\$5,168,769.00</b>	<b>\$793,287.00</b>

6. Subcontractor shall approve reverse invoices generated by data submitted for services delivered according to the following schedule:

<b>Month of Service</b>	<b>Data Due</b>	<b>Reverse Invoice Generated</b>	<b>Approval of Reverse Invoice Due</b>
July	August 10	August 12	August 15
August	September 10	September 12	September 15
September	October 10	October 12	October 15
October	November 10	November 12	November 15
November	December 10	December 12	December 15
December	January 10	January 12	January 15
January	February 10	February 12	February 15
February	March 10	March 12	March 15
March	April 10	April 12	April 15
April	May 10	May 12	May 15
May	June 10	June 12	June 15
June	July 10	July 12	July 15

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

8. Subcontractor shall follow all requirements outlined in 65E-14, F.A.C. in the governance of funds paid through this subcontract.

9. Name and address of Payee:

IMPOWER, Inc.  
111 West Magnolia Avenue  
Longwood, FL 32750

C. Venue

Venue for any court action pertaining to this Subcontract or Contract shall be in the courts of Orange County, Florida. The name and address of the Subcontractor representative designated to receive all legal notices pertaining to this subcontract is:

Contractor Representative:	Subcontractor
Representative: Spenser Strode, Contract Manager President/CEO 707 Mendham Blvd., Suite 201 Avenue Orlando, FL 32825	Anna Kesic, 111 West Magnolia Longwood, FL 32750

D. Compliance with Standard Federal Provisions

1. Subcontractor agrees to comply with 2 C.F.R. Part 200. Requirements include but are not limited to:

a. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—If this subcontract is of amounts in excess of \$150,000, Subcontractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

b. Debarment and Suspension (Executive Orders 12549 and 12689)—Subcontractor agrees that they are not listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “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.

- c. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Subcontractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
  
2. In accordance with 45 C.F.R. s. 96.131(b), providers 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.” According to 45 C.F.R. s. 96.131, this may be done by means of street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers, and social service agencies.
  
3. Subcontractor agrees to comply with Master Contract Section B1-5 in regards to Block Grant funding. Requirements include but are not limited to:
  - a. For Subcontractors that receive Substance Abuse Prevention and Treatment (SAPT) block grant funding or Projects for Assistance in Transition from Homelessness (PATH) grant funding and are religious organizations, compliance with SAMHSA Charitable Choice provisions and the implementing regulations of 42 C.F.R. s. 54a;
  - b. For Subcontractors that provide substance abuse education, treatment, or prevention; compliance with 42 C.F.R. Part 2 – Confidentiality of alcohol and drug abuse patient records;
  - c. For Subcontractors that receive Community Mental Health (CMH) block grant funding, and have been designated as a prevention provider for the purposes of H.R. Res. 3547, 113th Cong. (2014) (enacted), compliance with federal requirements.
  - d. For Subcontractors that receive SAPT block grant funding for the purpose of primary prevention, compliance with 45 C.F.R. s. 96.125;
  - e. For all Subcontractors that receive block grant funding, compliance with monitoring of block grant requirements and activities;

- f. For all Subcontractors that receive block grant funding, compliance with state or federal requests for information related to the block grant.
- g. For all Subcontractors that receive block grant funding for the purpose of treatment services, must discuss the option of medication-assisted treatment with individuals with opioid use disorders or alcohol use disorders.
- h. For all Subcontractors that receive block grant funding for the purpose of treatment services, compliance with linking individuals to medication-assisted treatment providers upon request from the individual served.
- i. For all Subcontractors that receive block grant funding for the purpose of treatment services, are prohibited from denying an eligible individual access to the Subcontractors program or services based on the individual's current or past use of FDA-approved medications for treatment of substance use disorders. To include, but not limited to:
  - i. The Subcontractors programs and services cannot prevent an individual from participating in methadone treatment rendered in accordance with current federal and state methadone dispensing regulations from an Opioid Treatment Program.
  - ii. Permit the individual to access medication 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. Permit continuation in medication-assisted treatment for as long as the prescriber or medication-assisted treatment provider determines that the medication is clinically beneficial.
  - iv. The Subcontractors program is prohibited from 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.

E. Compliance with Standard State Provisions

- 1. Subcontractor agrees to comply with any and all provisions applicable to Subcontractor as set out in the Master Contract and Exhibits as subsequently modified by amendments, which are incorporated into this subcontract. Provision headings in the Master Contract include but are not limited to:
  - a. Inspections and Corrective Action Plan
  - b. HIPAA
  - c. Data Security
  - d. Unauthorized Aliens
  - e. Civil Rights Requirements
  - f. Public Entity Crime and Discriminatory Contractors
  - g. Whistleblower's Act Requirements
  - h. Client Risk and Prevention



2. Subcontractor agrees that 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. Executive pay schedules can be obtained from the U.S. Office of Personnel Management.

F. Hold Harmless

1. Subcontractor shall defend, hold harmless and indemnify the Contractor from any and all liability, loss, claims, damages, costs, attorney's fees and expenses Contractor may sustain, incur or be required to pay either by reason of the loss or improper use of any moneys disbursed or to be disbursed hereunder to fraud, defalcation or dishonesty on the part of any person represented or employed by the Subcontractor or its agents, representatives and/or employees.
2. Contractor shall defend, hold harmless and indemnify the Subcontractor from any and all liability, loss, claims, damages, costs, attorney's fees and expenses Subcontractor may sustain, incur or be required to pay either by reason of the loss or improper use of any moneys disbursed or to be disbursed hereunder to fraud, defalcation or dishonesty on the part of any person represented or employed by the Contractor or its agents, representatives and/or employees.

G. Assignments and Subcontractors

Subcontractor may not assign the responsibility of the subcontract to another party or subcontract any of the work contemplated under this subcontract, unless so specified in an attachment, or unless the Subcontractor obtains the prior written approval of Contractor. No such approval shall obligate the Contractor for more than the total dollar amount stated in this subcontract. All such assignments and subcontracts shall be subject to the conditions of this subcontract and to any conditions Contractor deems necessary.

H. Financial Penalties for Failure to Take Corrective Action

1. In accordance with the provisions of subsection 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 subcontract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.
2. The increments of penalty imposition that shall apply, unless the Contractor determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not

exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

3. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.
4. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the Contractor may deduct the amount of the penalty from invoices submitted by the Subcontractor.

## I. Termination

Conditions governing the termination of this subcontract include:

### 1. Termination at Will.

Either party providing thirty (30) days written notification, unless a lesser time is mutually agreed upon in writing, shall accomplish termination of this subcontract, at the will of the Contractor or the Subcontractor, without cause. That notification shall be delivered by certified mail, return receipt requested.

### 2. Termination for Lack of Funds.

Termination for lack of funds, when such termination has been affected on the Contractor by Department of Children & Families for the Master Contract, shall be accomplished by the Contractor with no less than twenty-four (24) hour notice in writing delivered to the Subcontractor by certified mail, return receipt requested.

### 3. Termination for Cause.

Termination for cause, breach or non-performance may be accomplished by the Contractor with no less than twenty-four (24) hour notice delivered to the Subcontractor by certified mail, return receipt requested. The determination of cause, breach or non-performance of subcontract shall be made by the Contractor's Board of Directors. Termination for cause may include any of the following events:

- a. If Subcontractor is suspended or becomes disqualified from providing the services, found to be negligent or to have caused harm to a qualified individual, or otherwise is subject to disciplinary action which materially adversely affects the Subcontractor's ability to perform the services under this subcontract.

- b. If Subcontractor (or its officers or directors) is convicted of or pleads guilty, no contest or otherwise admits to any crime involving a morally corrupt act or practice or any felony offense.
- c. If the Subcontractor makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or has entered against it an order for any relief in any bankruptcy or insolvency proceeding or has an involuntary petition in bankruptcy or similar proceeding filed against it which has not been dismissed with 120 days after the commencement thereof.
- d. If Contractor, after exhausting appellate review, is enjoined by a court of competent jurisdiction from entering into, or continuing, this subcontract. A termination for cause under this subsection shall not be subject to a Board of Directors' determination.

#### J. Continuation of Services

The Contractor shall work with the current Subcontractor prior to cancellation date to ensure all consumer needs are identified and appropriate placements and transportation needs, as applicable, have been arranged. The Subcontractor shall maintain communication with the Contractor on the process of transferring consumers until all consumers are placed.

#### K. Curative Clause

Any disputes concerning performance of this subcontract that cannot be resolved informally shall be reduced to writing and delivered to the President of the Contractor's Board of Directors requesting resolution through Board action. When the Board action fails to resolve the dispute as described, the Contractor and Subcontractor agree to seek independent mediation and to accept and abide by the findings of the mediator as the final recourse.

#### L. Conflicting Documents.

In the event of a conflict between the provisions of referenced documents and this subcontract, the documents shall be interpreted in the following order of precedence:

1. This subcontract;
2. Any documents incorporated into this subcontract by reference;
3. Master Contract GHME1 or any of its subsequent renewals or amendments;
4. Any documents incorporated by reference into Master Contract GHME1 or any of its subsequent renewals or amendments.

M. Effective and Ending Dates

This is a multi-year subcontract for 36 months, with an effective date of **July 1, 2020**. It shall end at midnight, local time in Orlando, Florida, on June 30, 2023.

N. Renewals

Upon mutual agreement, the Subcontractor and the Contractor may renew the subcontract, in whole or in part, for a period that may not exceed 3 years or the term of the subcontract, whichever period is longer. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

O. Entire Agreement

The following Attachments, Exhibits, Incorporated by Reference Documents, or the latest revisions thereof, are incorporated herein and made a part of the subcontract.

**Attachment I**, Special Provisions  
**Attachment II**, Audit Attachment  
**Attachment III**, Certificate Regarding Lobbying

**Exhibit A**, Target Population and Performance Measures  
**Exhibit B**, Required Reports

**Incorporated by Reference Document 1**, Master Contract  
**Incorporated by Reference Document 2**, Program Description(s)  
**Incorporated by Reference Document 3**, Funding Detail  
**Incorporated by Reference Document 4**, Outreach Procedure  
**Incorporated by Reference Document 5**, Incidentals Procedure  
**Incorporated by Reference Document 6**, Department of Children and Families 2020 FL  
Emergency COVID-19 Budget Narrative

By signing the contract, the parties agree that they have read and agree to the entire contract.

THE PARTIES HERETO by and through their dually authorized representatives, whose signatures appear below, has caused this 27-page contract to be executed on the date and year below.



Signatures