

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CENTRAL FLORIDA CARES HEALTH SYSTEM, INC.**

**AND**

**THE MENTAL HEALTH ASSOCIATION OF CENTRAL FLORIDA, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT is entered into by and between **CENTRAL FLORIDA CARES HEALTH SYSTEM, INC.**, hereinafter referred to as the "Managing Entity" and **THE MENTAL HEALTH ASSOCIATION OF CENTRAL FLORIDA, INC.**, hereinafter referred to as the "Network Provider".

I. Services to be Provided

- a. This Agreement is for the purchase of the services specified in Attachment I, Scope of Work, attached hereto.

II. Term

- a. The term of this agreement shall be in effect beginning July 1, 2023, and end at midnight on June 30, 2024.

III. Representations

- a. The Network Provider shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed pursuant to this Agreement shall be done in a professional manner.
- b. The Network Provider hereby represents to the ME, with full knowledge that the ME is relying upon these representations when entering into this Agreement that Network Provider has the professional expertise, experience, and manpower, as well as holds the necessary certification and licenses required to perform the services to be provided by the Network Provider pursuant to the terms of this Agreement.
- c. Prior to commencing to provide any services pursuant to this Agreement, Network Provider shall provide copies of any and all business or professional licenses and certifications held by Network Provider to the ME related to the performance of the services required by this Agreement, and they shall be incorporated and made a specific part of this Agreement, whether or not attached hereto. Upon renewal of such licenses or

certifications during the term of this Agreement, Network Provider shall provide evidence of such renewal or re-issuance to the ME.

IV. Compensation

- a. The Network Provider shall be paid on a bi-annual basis based with a fixed fee of one-half (1/2) of the total contract amount. To include a final reconciliation to actual expenditures, no later than July 20, 2024.
- b. The total amount available for the services set forth in Attachment I, Scope of Work, shall not exceed One Hundred and Seventy-Five Thousand Dollars (\$175,000.00).

V. Payment Request

- a. The Network Provider shall submit the first bi-annual payment request by July 1, 2023 and second payment request by January 1, 2024. The template for the payment request is provided in Exhibit A.

VI. Required Reports

The Network Provider agrees to submit the following reports:

	<b>Report</b>	<b>Frequency</b>	<b>Deliver To</b>
1.	Performance Outcome Report (Network Provider template)	<i>Monthly</i> <b>5<sup>th</sup> of month, following services</b>	ME Contract Manager
2.	Return on Investment Report (Template in Exhibit B)	<i>Quarterly</i> <b>October 8, 2023</b> (Period: 7/1/23 – 9/30/23) <b>January 8, 2024</b> (Period: 10/1/23 – 12/31/23) <b>April 8, 2024</b> (Period: 1/1/24 – 3/31/24) <b>July 8, 2024</b> (Period: 4/1/24 – 6/30/24)	ME Contract Manager
3.	Payment Request (Template in Exhibit A)	<i>Bi-Annual</i> <b>July 1, 2023</b> <b>January 1, 2024</b>	ME Contract Manager

4.	Final Expenditure Reconciliation Report (Template Provided by ME)	<i>Annual</i> <b>July 20, 2024</b>	ME Contract Manager
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VII. Acceptance of Reports

The Network Provider must submit reports listed in this Agreement. In all cases, the delivery of reports, ad hoc or scheduled, must not be construed to mean acceptance of those reports.

VIII. Accounting For Payments

The Network Provider agrees that it will account for all payments from the ME organization.

IX. Protected Health Information

To the extent the Network Provider will have or be given access to Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 CFR Part 2, 45 CFR Parts 160, 162, and 164, and any applicable state and federal data privacy laws, as part of performing services hereunder, the Network Provider will be deemed a Business Associate and will comply with all requirements of a Business Associate under HIPAA.

X. Special Insurance Provisions

- a. The Network Provider shall obtain at its own expense all necessary insurance in such form and amount as required by the ME before beginning work under this contract including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the ME, including Professional Liability when appropriate. The Network Provider shall maintain such insurance in full force and effect during the life of this Agreement. The Network Provider shall provide to the ME certificates of all insurances required under this section prior to beginning any work under this contract. The Network Provider will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this Agreement.
- 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 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 Agreement, the Network Provider must obtain and provide proof to 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 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 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 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 as an additional insured or a form of additional insured endorsement that is acceptable to the ME in the reasonable exercise of its judgment.

## XI. 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 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, 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.
- 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.

XII. All Terms and Conditions Included

This Agreement, together with any documents incorporated by reference, contains all the terms and conditions agreed upon by the parties. This is the complete Agreement and supersedes all prior and contemporaneous understandings relating to the subject matter hereof and may not be amended or modified except in writing and shall be governed by the laws of the State of Florida.

XIII. Amendments

This Agreement may only be modified in writing and signed by the parties.

XIV. Cancelation of Agreement

This Agreement may be terminated by either party at any time, regardless of reason, with thirty (30) days written notice. No termination shall prejudice Network Provider's rights to payments for services properly completed prior to the effective date of termination. The Managing Entity reserves the right to unilaterally cancel this Agreement immediately upon discovery of fraud or misuse of public funds.

XV. List of Documents

- a. **Attachment 1**, Scope of Work
- b. **Exhibit A**, Payment Request Form
- c. **Exhibit B**, Return on Investment Report

XVI. Incorporated by Reference

- a. The Florida House of Representatives Appropriations Project Request - Fiscal Year 2023-2024: H0132, Mental Health Association of Central Florida - Adolescent Capacity Expansion Project.

XVII. Point of Contact

Managing Entity Representative

Trinity Schwab, COO  
707 Mendham Blvd., Suite 201  
Orlando, Florida 32825

Network Provider Representative

Marni Stahlman, President/CEO  
1525 E. Robinson Street  
Orlando, FL 32801

**THE PARTIES HERETO** by and through their dually authorized representatives, whose signatures appear below, has caused this 13-page agreement to be executed on the date and year below.

## Record of Signing

For Central Florida Cares Health System, Inc.  
Name Maria Bledsoe  
Title Chief Executive Officer

maria Bledsoe

Signed on 2023-09-14 18:57:43 GMT

Secured by Concord™  
DocumentID: NzM5NTk4MDItYT  
SigningID: OGM1MmYxYjtZT  
Signing date: 9/14/2023  
IP Address: 75.112.141.50  
Email: mbledsoe@cfchs.org

For The Mental Health Association of Central...  
Name Marni Stahlman  
Title President/CEO

Marni Stahlman

Signed on 2023-09-11 19:58:02 GMT

Secured by Concord™  
DocumentID: NzM5NTk4MDItYT  
SigningID: MDc3NWU3M2MtN2  
Signing date: 9/11/2023  
IP Address: 24.73.136.53  
Email: mstahlman@mhacf.org





**Attachment I**  
**Scope of Work**

As specified in the submitted Appropriations Project Request – Fiscal Year 2023 - 24

**I. Specific Purpose of Mental Health Association of Central Florida – Adolescent Capacity Expansion Project**

- a. Through a “wholistic” patient-centered approach, the MHACF aims to expand access to mental health care services, at it's Outlook Clinic, for uninsured adolescent patients and their families. The capacity expansion would include a full time licensed mental health counselor for Direct client treatments and a full-time care manager who would facilitate the recruitment and credentialing of additional volunteer mental health providers, via the Volunteer Health care Provider Program.

**II. Activities/ Services Provided with the Mental Health Association of Central Florida – Adolescent Capacity Expansion Project**

- a. With the funding of the appropriations request the MHACF's Outlook Clinic would have the opportunity for expansion of mental health treatment and services to hundreds of central Florida's uninsured children. Utilizing evidence-based and culturally appropriate interventions, to address the mental health needs identified, the building of an infrastructure of staff and volunteer mental health providers clinical therapists, and care coordinators uniquely qualified to address children's mental health.

**III. Describe the target population to be served (i.e., "the majority of the funds requested will serve these target populations or groups") with the Mental Health Association of Central Florida – Adolescent Capacity Expansion Project.**

- a. Persons with poor mental health
- b. At-risk youth
- c. Grade school students
- d. High school students

**IV. Outcomes - Mental Health Association of Central Florida – Adolescent Capacity Expansion Project**

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Improve Mental Health	Compared with persons who have medical insurance, the adolescent uninsured face numerous barriers to healthcare, resulting in poorer overall health status, delays in accessing treatment, and increased morbidity and mortality. Limited capacity to provide adequate access to mental health care for adolescents has forced many to rely on hospital emergency departments as a major source for their behavioral care needs while their conditions become exacerbated.	A PHQ-9 target goal of 50% reduction of Major Depressive Disorder or Anxiety Disorder in patients
	These patients, sometimes presenting with have medical insurance, the adolescent uninsured face numerous barriers to healthcare, resulting in poorer overall health status, delays in accessing treatment, and increased morbidity and mortality. Limited capacity to provide adequate access to mental health care for adolescents has forced many to rely on hospital emergency departments as a major source for their behavioral care needs while their conditions become exacerbated. These patients, sometimes presenting with..	A monthly patient no show/cancellation goal of less than 15%
		A 85% satisfaction rate by patients


**V. Project Costs for Fiscal Year 2023 – 2024 – Allocation through the Department of Children and Families - Mental Health Association of Central Florida – Adolescent Capacity Expansion Project**

Operational Costs		
Salaries and Benefits	1 Licensed Mental Health Counselor or Licensed Clinical Social Worker FTE specializing in adolescent behavioral care will work as part of an interdisciplinary collaborative care team.	\$ 175,000.00
	1 Masters level social worker who will be the primary worker who will be the primary point of contact for recruiting, point of contact for recruiting, orienting, training, and recognizing new behavioral care providers (LCSW, LMHC, LMFP, ARNP's, Psychologists and Psychiatrists) as active volunteers specializing in behavioral care therapies	
	1 Bachelors level social worker	

**VI. Penalties for unmet deliverables**

- a. The Network Provider agrees to return unspent money to the State of Florida, as indicated in the local funding initiative request.

## Exhibit A Payment Request

 <small>FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES MYFLFAMILIES.COM</small>		EXHIBIT A			
COST REIMBURSEMENT REPORT OF EXPENDITURES AND REQUEST FOR PAYMENT OR ADVANCE					
PROVIDER NAME:					
ADDRESS:					
TYPE OF REQUEST:					
CONTRACT #	APPR. CAT.	OCA	FUND		
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					
(b) FRINGE					
<b>TOTAL PERSONNEL =</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
II. EXPENSES					
(a) BUILDING OCCUPANCY					
(b) PROFESSIONAL SERVICES					
(c) TRAVEL					
(d) EQUIPMENT COSTS					
(e) FOOD SERVICES					
(f) MEDICAL AND PHARMACY					
(g) SUBCONTRACTED SERVICES					
(h) INSURANCE					
(i) INTEREST					
(j) OPERATING SUPPLIES & EXPENSES					
(k) OTHER					
(l) DONATED ITEMS					
(J) ENHANCEMENT EXPENSES					
<b>TOTAL EXPENSES =</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
III. NONEXPENDABLE PROPERTY					
(a) EQUIPMENT					
(b) PROPERTY					
<b>TOTAL NONEXPENDABLE PROPERTY =</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
IV. COMPUTER HARDWARE, SOFTWARE, & SERVICES					
<b>TOTAL COMPUTER EXPENSES =</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
V. ADMINISTRATION					
<b>GRAND TOTAL =</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
AMOUNT OF FUNDS REQUESTED				<b>\$0.00</b>	
AMOUNT OF ADVANCED FUNDS RECOUPED					
STATE AMOUNT OF PAYMENT					
<small>(to be completed by CFCHS contract manager)</small>					
I CERTIFY THE ABOVE REPORT IS 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		Date Invoice Received: _____			
TITLE		Date Goods/Services Received: _____			
DATE		Date Inspected and Approved: _____			
PHONE		Approved by: _____		Signature _____	
		Title _____		Date _____	

**Exhibit B**

**Template 30 - Proviso Project Return on Investment Report**

**Template 30 - Proviso Project Return on Investment Report**



**Purpose:** This report serves to track the progress of proviso projects and quantify the return on investment, in both financial and human terms. This report should be completed quarterly and submitted to the managing entity (ME) by October 15, January 15, April 15, and July 15.

**General Information**

\_\_\_\_ General Appropriations Act      Specific Appropriation #: \_\_\_\_      ME: \_\_\_\_  
Year

Provider: \_\_\_\_\_ Project Name: \_\_\_\_\_

\*Project Start Date: \_\_\_\_\_ Proviso Allocation Amount: \$ \_\_\_\_\_

Reporting Period:  Quarter (Q) 1 (July-Sep)  Q 2 (Oct-Dec)  Q 3 (Jan-March)  Q 4 (April-June)

**Brief Project Description**

Target Population: (check all that apply):  Adults  Children  At-Risk  Mental Health only  Substance Use only  Co-Occurring Disorders  Criminal/Juvenile Justice  Child Welfare  Homeless  Veterans  Other (provide details):

Individuals for involuntary and voluntary examination under the Baker Act.

Length of Services (if using an average, please note so):  
\_\_\_\_\_

Description of Services Offered:  
\_\_\_\_\_

Location of Service Provision (i.e., office, school, home, jail, etc.):  
\_\_\_\_\_

Project Staffing Plan and Credentials (i.e., # of staff, title, education level):  
\_\_\_\_\_

Project Goal(s) as stated on the Local Funding Initiative Request:  
\_\_\_\_\_

\*For projects that are operational, use the start date of the applicable Fiscal Year

**Outputs and Outcomes**

**Contracted Targets** (*list the performance measures and associated targets outlined in your contract*):

Individuals to be Served: \_\_\_\_\_

Contractual Performance Measures for this project:

\_\_\_\_\_

Actual unduplicated number of individuals served: Reporting Period \_\_\_\_\_ Year to Date \_\_\_\_\_

**Actual Performance Outcomes** (*i.e., improvement in functioning, decrease in substance use, increase in employment or school attendance, increase in recovery capital, etc.*):

\_\_\_\_\_

If not a service project, list applicable outputs (*i.e., # of individuals trained, # of site impressions, etc.*):

\_\_\_\_\_

If applicable, describe a success story:  N/A

\_\_\_\_\_

**Cost**

Expenditures for entire allocation: Reporting Period \$ \_\_\_\_\_ Year to Date \$ \_\_\_\_\_

Cost per person: \$ \_\_\_\_\_ (Divide Year to Date Expenditures by Year to Date Unduplicated # of individuals served)

Cost Avoidance this Quarter (use table below to demonstrate cost avoidance and provide a narrative on your methodology):

Example:

Intervention Avoided	# of Individuals Diverted	# of Days Diverted	Cost per Day	Cost Avoidance
Residential Treatment Center - SIPP	2	90	\$487.42	\$87,735.60

Intervention Avoided	# of Individuals Diverted	# of Days Diverted	Cost per Day	Cost Avoidance
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
			TOTAL	\$ 0.00

Cost Avoidance Narrative (explanation of methodology):