Central Florida Cares Health System, Inc. Amendment #3 to Contract No. LBH24

THIS AMENDMENT, entered into between Central Florida Cares Health System, Inc., hereinafter referred to as "CFCHS" and Lotus Healing Centers, Inc. d/b/a Lotus Behavioral Health, hereinafter referred to as the "Provider," amends Contract No. LBH24.

The purpose of this amendment is to update the Subcontract, Attachment I, and Exhibit B to align with contractual requirements. This amendment also aligns funding with the FY23-24 budget. A breakdown of the funding changes are as follows:

- Adult Substance Abuse
 - o \$125,000.00 decrease in MHCOM MHBG Supplemental 1
 - o \$125,000.00 non-recurring increase in MHARP MHBG Supplemental 2
- 1. Pages 1-12, Subcontract Agreement, dated 9/27/2022, are hereby deleted. Pages 1-12, Subcontract Agreement, dated 11/4/2023 are hereby inserted in lieu thereof and attached hereto.
- 2. Pages 13-18, Attachment I Special Provisions, dated 9/27/2022, are hereby deleted. Pages 13-18, Attachment I Special Provisions, dated 11/4/2023 are hereby inserted in lieu thereof and attached hereto.
- 3. Pages 25-28, Exhibit B Required Reports, dated 9/27/2022, are hereby deleted. Pages 25-27, Exhibit B- Required Reports, dated 12/4/2023 are hereby inserted in lieu thereof and attached hereto.

This amendment shall begin on <u>July 1, 2023</u> or the date in which the amendment has been signed by both parties, whichever is earlier.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all its attachments are hereby made a part of the contract.

Central Florida Cares Health System, Inc. Amendment #3 to Contract No. LBH24

IN WITNESS THEREOF, the parties hereto have caused this 23-page amendment to be executed by their officials thereunto duly authorized.

Maria Bledsoe	Gary Hazy
Chief Executive Officer	Executive Director
Central Florida Cares Health System, Inc.	Lotus Healing Centers
maria Bledsoe	Det Hoo
Signed: 2/28/2024	Signed: 2/21/2024

FEDERAL ID NUMBER: 85-0597330

SUBCONTRACT BETWEEN

CENTRAL FLORIDA CARES HEALTH SYSTEM, INC.

AND

LOTUS HEALING CENTERS, INC. D/B/A LOTUS BEHAVIORAL HEALTH

Subcontract Number: <u>LBH24</u>
Subcontract Amount: <u>\$625,000.00</u>
Local Match Requirement: <u>\$24,679.00</u>

Begin and End Dates: 04/01/2022 – 06/30/2024

THIS CONTRACT is entered into by and between **CENTRAL FLORIDA CARES HEALTH SYSTEM, INC.**, hereinafter referred to as the "Contractor" and **LOTUS HEALING CENTERS, INC. D/B/A LOTUS BEHAVIORAL HEALTH,** 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: **Seminole**.
 - a. In no circumstances shall an individual's county of residence be a factor that denies access to service.
- 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 reference by and mav 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).
- I. 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 Contactor's verification supporting the determination and existence of such insurance coverage. The Contractor reserves to 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 10th 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. The Subcontractor, if Medicaid-enrolled, prior to invoicing the Contractor for any services provided to Medicaid-enrolled recipients, must complete each of the following steps:
 - a. Submit a prior authorization request for any Medicaid-covered services provided.
 - b. Appeal any denied prior authorizations.
 - c. Provide assistance to appeal a denial of eligibility or coverage.
 - d. Verify 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.
 - e. In cases where the individuals Medicaid-covered service limit has been exhausted for mental health services, an appropriately licensed mental health professional shall issue a written clinical determination that the individual continues to need the specific mental health treatment service provided.
 - f. 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., shall issue a written clinical determination that the individual continues to need the specific service provided.
- 3. 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.
- 4. 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.

- 5. 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.
- 6. At the beginning of each fiscal year, the total subcontract amount in **Table 1** will be adjusted accordingly.

Table 1 – Subcontract Funding and Local Match Requirement					
State Fiscal Year	Subcontract Amount	Local Match Requirement			
2021-2022	\$75,000.00	\$0			
2022-2023	\$275,000.00	\$0			
2023-2024	\$275,000.00	\$24,679.00			
Total	\$625,000.00	\$24,679.00			

7. Subcontractor shall approve reverse invoices generated by data and/or expenditures submitted for services delivered according to the following schedule:

Month of Service	Data Due	Reverse Invoice Generated	Approval of Reverse Invoice Due
July	August 5	August 18	August 30
August	September 5	September 18	September 30
September	October 5	October 18	October 30
October	November 5	November 18	November 30
November	December 5	December 18	December 30
December	January 5	January 18	January 30
January	February 5	February 18	February 30
February	March 5	March 18	March 30
March	April 5	April 18	April 30
April	May 5	May 18	May 30
May	June 5	June 18	June 30
June	July 5	July 18	July 30

8. 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.

- 9. Subcontractor shall follow all requirements outlined in 65E-14, F.A.C. in the governance of funds paid through this subcontract.
- 10. Name and address of Payee:

Lotus Healing Centers, Inc. d/b/a Lotus Behavioral Health 1030 Spring Villas Point Winter Springs, Florida 32708

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:

Contract Representative
Lillie Hopkins, Contract Manager
707 Mendham Blvd., Suite 201
Orlando, Florida 32825

Subcontract Representative
Gary Hazy, Executive Director
1030 Spring Villas Point
Winter Springs, Florida 32708

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. 1851-1387), 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. 1851-1387). 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 18549 and 18689)—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 18549 (3 CFR part 1986 Comp., p. 189) and 18689 (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 18549.
 - 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(a) and (b), providers that receive Block Grant funds and 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. In accordance with 45 CFR s. 96.135, 42 U.S.C. s. 300x-5, and 42 U.S.C. s.300x-31 providers that receive Community Mental Health Services (CMHS) and Substance Abuse Prevention and Treatment (SAPT) block grant funding restricts the following, but not limited to:
 - a. 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.

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

- 4. 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 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 CMHS 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. 96.185;

- e. For all Subcontractors that receive block grant funding, compliance with monitoring of block grant requirements and activities;
- f. For all Subcontractors that receive SAPT and CMHS 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 automatic discharges or discontinuation of medications as a consequence of continued substance use or positive drug tests, unless the combination of substances used is medically contraindicated.
- j. 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 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. Permit the individual to access medication for FDA-approved medicationassisted 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.
 - v. Prohibited to place caps or limits on the length of medication-assisted treatment, except for limits imposed by a documented lack of eligible public funds.
 - vi. Prohibited to require mandatory counseling participation 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-30.0142(2)(o) and section 65D-30.0142(2)(q)2.a., Florida Administrative Code.

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

- 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 180 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 27 months, with an effective date of April 1, 2022. It shall end at midnight, local time in Orlando, Florida, on June 30, 2024.

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

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 <u>27</u>-page contract to be executed on the date and year below.

A) Complaints and Grievances

- a. Each subcontractor is responsible for processing, monitoring, and documenting complaints and grievances received, subsequent investigations of the complaint or grievance, and for responding to complainants in a timely manner.
- b. All subcontractors are required to include in their policies and procedures, client handbooks, brochures, posters and website CFCHS contact information for Complaints, Fraud, Waste and Abuse (FWA) https://centrafloridacares.ethicspoint.com or by calling toll free 1-844-302-0433.
- c. Annual quality improvement (QI) monitoring will confirm that contact information for CFCHS Compliance Line, and DCF are posted in areas accessible to staff, individuals receiving services and their family members.

B) Federal Health and Human Services (HHS) Requirements

All subcontractors shall develop a plan for the provision of Auxiliary Aid services for individuals who are deaf or hard of hearing, or who have Limited English Proficiency (LEP). Such plan shall also have an Auxiliary Aids monitoring component to ensure that all programs follow the requirements of the DCF-HHS Settlement Agreement and the DCF CFOP 60-10 Chapters 3 and 4. Subcontractors are also required to report monthly to HSS information about Auxiliary Aid services provided at https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html

Training and Quality

- a. Subcontractor shall provide the managing entity with their full accreditation and licensing reports upon request.
- b. Subcontractor agrees to participate in network training events.
- c. Subcontractor agrees to follow the procedures outlined in the managing entity's subcontractors manual or similar document which outlines network procedures and policies.
- d. Subcontractors must be accredited by a nationally recognized accreditation agency. Accreditation must be maintained during the life of the contract with CFCHS. Unaccredited providers must implement Commission on Accreditation of Rehabilitation Facilities (CARF) Standards for Unaccredited Participating Providers within six (6) months of contract execution.

C) Finance and Accounting

- a. Prior to execution of this contract and on by June 30 each year thereafter, Subcontractor shall submit and approve a completed Funding Detail to CFCHS. The Funding Detail shall be completed using the Financial Module at cfchsdata.org and reflect current year negotiated contracted dollars and services.
- b. Thirty (30) days after the execution of this contract and on July 30 each year thereafter, Subcontractor shall submit a final Cost Allocation Plan to CFCHS. This plan, submitted with the provider's fiscal reports as part of the proposal package, will be utilized in the analysis of that proposal package. If the Provider's Cost Allocation Plan changes during the contract period, Subcontractor shall provide CFCHS an updated copy of said no later than thirty (30) days after its implementation by Subcontractor.
- c. Subcontractor understands that there are limits to the administrative costs that can be allocated to its CFCHS funded activities. Subcontractor is required to comply with certain maximum administrative costs percentage for its CFCHS funding. Within the definitions of its Cost Allocation Plan, Subcontractor is required to allocate administrative costs to its CFCHS funded activities such that said costs do not exceed ten percent (10%).
- d. Each month, Subcontractor is required to review and approve the reverse invoice generated by CFCHS by returning the reverse paper invoice to CFCHS with a signature via email, to include reporting of sliding fees collected.
- e. Subcontractor shall analyze at minimum quarterly and notify CFCHS immediately upon discovery when the needs of the community require a change in programming and/or funding. Subcontractor is at risk of having allocated funds removed from this contract if utilization does not meet each quarter's target spending rate.

D) Community Person Served Satisfaction Survey (CPSSS)

As required by DCF FASAMS 155-2 Appendix 4, Subcontractors are required to administer the electronic DCF Community Person Served Satisfaction Survey (CPSSS) in each of the following four program areas:

Group 1: Adult Mental Health (AMH)

Group 2: Adult Substance Abuse (ASA)

Group 3: Children Mental Health (CMH)

Group 4: Children Substance Abuse (CSA).

Subcontractors shall administer the CPSSS on an ongoing basis. Subcontractors who are required to submit 12 or more CPSSS during the fiscal year are expected to administer surveys to DCF at least monthly for processing. The deadline for quarterly submissions is the 17th calendar day of the last month of the quarter (September 17, December 17, March 17, and June 17). Subcontractors who have not complied with the minimum quarterly submission will be subjected to financial consequences as specified in the contract.

E) Data Systems

Subcontractors shall use the following data systems as applicable including any future enhancements or modifications to those data systems. Subcontractors are responsible for maintaining the capacity and training to use the data systems.

Data System	Owner	Purpose	Clients whose services are paid in whole or in part by:	Technical Assistance Contact
a. IRMS	CFCHS	Not for reporting Incidents, but for documenting incident report updates.	CFCHS	Five Points; Geovanna Gonzalez
b. IRAS	DCF	Reporting unusual incidents in accordance with CFOP 215-6	CFCHS and all other funders	DCF helpdesk; Geovanna Gonzalez
c. SANDR	DCF	Reporting seclusion and restraint in accordance with DCF PAM 155-2 Ch. 14	CFCHS and all other funders	DCF helpdesk; Geovanna Gonzalez
d. SIPP	CFCHS	Web-based Submission of Application packets for SIPP		Bayshore Interactive helpdesk; Stephanie Smith
e. FSFN	DCF	Submission of Behavioral Health Consultant client progress updates	All funders	DCF helpdesk; Nikaury Munoz
f. cfchsdata.org	CFCHS	Web-based submission of: 1) Service and client data in accordance with PAM 155-2	1) CFCHS	Five Points helpdesk; Mike Lupton; CFCHS Contract Manager
		2) Daily CSU and Detox Bed Count in accordance with the User Manual	2) All funders	
		3) Weekly Substance Abuse	3) All funders, Disclose PHI only	

		bed count in	for CFCHS	
		accordance with	funded clients	
		the User Manual		
		4) \\/-!4 !-4 - -4- !	4) 0501101	
		4) Wait List data in	4) CFCHS and	
		accordance with	Local Match	
		DCF PAM155-2 Ch. 12 and		
		CFCHS policy		
		"Access to Care,		
		Waiting List and		
		Capacity		
		Management"		
		a.ragee.r		
		5) Contract Financial	5) CFCHS and	
		Management in	Local Match	
		accordance with		
		the User Manual		
		0, 5, 1		
		6) Final service and	0) 0 ': ' 1	
		client data	6) Specific to the	
		submission for	document	
		fiscal year end by		
		July 20.		
g. 2-1-1	2-1-1 Brevard and	Resource to provide	N/A	2-1-1 Brevard;
Community	2-1-1 Heart of	the community with		2-1-1 Heart of
Resource	Florida United Way	the mental health		Florida United Way;
Directory		and substance		CFCHS Contract
·		abuse services		Manager
		available.		
h. Homeless	Homeless Services	Link homeless	CFCHS	HSN
Management	Network (HSN)	clients or those at		
Information		risk of		
System(HMIS)/		homelessness to		
Vulnerability		eligible grant		
Index-Service		funding, housing		
Prioritization		opportunities and		
Decision		support services		
Assistance Tool		within the Continuum of Care.		
i. Concord	CFCHS	Execute and	CFCHS	CFCHS Contract
Contract	01 0110	maintain electronic	01 0110	Manager
Management		contracts and		Ividiago
Management		manage contract		
		lifecycle online.		
İ	1	1 55 5 5 5 1 1111 15 1		i

j. Cognito	Cognito	Collect responses for information requested in order to complete required reports and ad hoc requests.	Survey Specific	CFCHS Designated Department
k. NVRA	DS	Report number of voter applications provided	CFCHS and all other funders	Miralys Martinez
I. HHS Report	HHS	Report number of Auxiliary Aid Services provided	CFCHS and all other funders	Miralys Martinez

F) Health Insurance Portability and Accountability Act (HIPAA)

Subcontractors shall complete, at least annually, a Risk Analysis in accordance with the requirements of the HIPAA Security Rule (45 C.F.R. n § 164.308(a)(1)(ii)(A)). Further, in accordance with the Breach Notification Rule (45 CFR §§ 164.400-414), subcontractors shall complete a Risk Assessment following a breach, in addition to following all notification requirements under both HIPAA and section 817.5681, F.S.

Additionally, Subcontractors shall comply with the requirements of the Master Contract regarding breaches and/or potential breaches of confidentiality, which are more stringent than the Federal requirements.

Final guidance from Office of Civil Rights (OCR) on the Risk Analysis requirement can be found at:

http://www.hhs.gov/ocr/privacy/hipaa/administrative/securityrule/rafinalguidancepdf.pdf

G) National Voter Registration Act (NVRA) of 1993

All Network Subcontractors shall comply with, the National Voter Registration Act (NVRA) of 1993, Pub. L. 103-31 (1993), sections 97.021 and .058, F.S., and Ch. 2.048, F.A.C., in accordance with the Master Contract.

As a Voter Registration Agency (VRA) Subcontractors must provide people with an opportunity to register to vote or update their voter registration at the time of admission or change of address. Compliance with this requirement shall include, but not be limited to the following:

a. Designation of a Voting Registration Activities Coordinator, and notification thereof to CFCHS.

- b. The use of DS-DE77, incorporated herein by reference and available https://files.floridados.gov/media/693713/dsde77.pdf. This form shall be used at admission and change of address.
- c. The use of DS-DE131, incorporated herein by reference and available at: https://centralfloridacares.org/nvra-voter-registration-agencies-quarterly-activities-report-form/ This form shall be used to report the aggregate quarterly activities to CFCHS as specified in Exhibit B, Required Reports.
- d. Assist clients with the registration application with the same level of assistance as the Subcontractor would for completing their own forms.
- e. Submit the voter registration forms to the Supervisor of Elections.

H) Exception Reporting

Subcontractor shall review exceptions monthly submitted by CFCHS to the provider Data Liaisons, Contract Managers, CEOs, and CFOs. Subcontractor shall take appropriate steps to correct any inaccurate data found on the Exception Report no later than the next data submission/invoice processing cycle. The provider will sign an attestation that the data on the Exception Report is valid and any inaccurate data listed in exception reports will be backed out of the first invoice following the end of the quarter in accordance with the below schedule:

Quarter	Months of Service	Reconciliation Invoice	Reconciliation Invoice Processing Dates
Quarter 1	July, August, September	October	Nov 10-20
Quarter 2	October, November, December	January	January 10-20
Quarter 3	January, February, March	April	April 10-20
Quarter 4	April, May, June	Final	July 30 – Aug 10

EXHIBIT B: REQUIRED REPORTS

	E	XHIBIT B: REQUI	KED REPO		
Report Name	Sub-reports	Citation	Frequency	Due (Calendar days unless otherwise specified)	Applicability
Assisted Outpatient Therapy (AOT) Monthly Census		CFCHS Specific	Monthly	by the tenth (10th) day following the month of services	Yes- if contracted for AOT
Attestation - Completion of Auxiliary Aids Service and Monitoring Plan		Section 504, ADA CFOP 60-10	Annually	30 days after contract execution and July 30 annually thereafter	Yes - regardless of number of employees
Attestation - Completion of Risk Analysis as per HIPAA Security Rule		45 CFR § 164.308(a)(1)(ii)(A)	Annually	30 days after contract execution and July 30 annually thereafter	Yes
Attestation - Emergency Preparedness Plan training for staff		CFCHS Specific	Annually	30 days after contract execution	Yes
Attestation - Exception Report		CFCHS Exception Report P&P	Quarterly	Quarterly by October 10, January 10, April 10, July 10	Yes
Attestation - Serving Our Customers who are Deaf and Hard of Hearing training for direct service employees		Section 504, ADA CFOP 60-10	Annually	30 days after contract execution and July 30 annually thereafter	Yes - if 15 or more employees
Auxiliary Aid Service Record		Section 504, ADA CFOP 60-10	Monthly	by the fifth (5th) business day following the month of services, submitted to HHS Compliance Database, with copy of HHS receipt submitted to CFCHS	Yes - if 15 or more employees
Behavioral Health Consultant (BHC) Monthly Report		CFCHS BHC Protocol	Monthly	by the tenth (10th) day following the month of services, submitted to PBPS	Yes - if contracted for BHC
BNET Alternative Service Forms		Guidance 12 Template 7	Monthly	by the tenth (10th) day following the month of services	Yes - if contracted for BNET services
BNET Statement of Program Costs		Guidance 12	Annually	8/25 each year of the contract period	Yes - if contracted for BNET services
Adult Care Coordination Report		Guidance 4 Template 21	Monthly	by the tenth (10th) day following the month of services	Yes - if contracted for Adult Care Coordination services
Care Navigator Report		CFCHS Specific	Monthly	by the tenth (10th) day following the month of services	Yes - if contracted for Care Navigator services
CAT Appendix 1, 2, 3		Guidance 32	Quarterly	Quarterly by October 10, January 10, April 10, July 10	Yes - if contracted for CAT services
CAT Census		CFCHS Specific	Monthly	by the tenth (10th) day following the month of services	Yes - if contracted for CAT services
CAT Vacant Position Report		CFCHS Specific	Monthly	by the tenth (10th) day following the month of services	Yes - if contracted for CAT services
Children's Care Coordination Report		Guidance 4	Monthly	by the tenth (10th) day following the month of services	Yes - if contracted for Children's CC services
Civil Client Information Report		Guidance 7 DCF Request	Monthly	by the tenth (10th) day following the month of services	Yes - If contracted for Civil Liaison services
Civil Rights Compliance Checklist		45 CFR, Part 80 CFOP 60-16	Annually	30 days after contract execution and July 30 annually thereafter	Yes - if 15 or more employees
Community Competency Restoration Training Tracking Report		DCF Request	Monthly	by the tenth (10th) day following the month of services	Yes - if contracted for Competency Restoration Training
Community Person Served Satisfaction Survey (CPSSS)		DCF FASAMS 155-2 App 4	Monthly	by the tenth (10th) day following the month of services	Yes
Contract Provider Property Inventory Form		Guidance 2 Template 1	Annually	30 days after contract execution and July 30 annually thereafter	Yes
Cost Allocation Plan - Final		65E-14.021(5)(b), FAC Template 14	Once	30 days after contract execution	Yes
Cost Allocation Plan - Proposed		65E-14.021(5)(b), FAC Template 14	Once	120 days before contract expiration	Yes
CRS Financial Report and reconciliation		Guidance 27 CF-MH 1037	Annually	September 1 each year of the contract period	Yes - if contracted for CRS services
CRS Program Status Report on Performance Measures		Guidance 27	Quarterly	Quarterly by October 10, January 10, April 10, July 10	Yes - if contracted for CRS services
Current licenses		65E-14.021, FAC	As Needed	30 days after contract execution and ongoing upon renewal of expired licenses	Yes
EOG/OPB Return on Investment - Projected Estimates (Return on Investment - ROI)		GHME1 C2-3.2.1	Annually	July 20 each year of the contract period	Yes - if contracted for an EOG project
EOG/OPB Specific Appropriation Provisos- Return on Investment - Actuals		GHME1 C2-3.2.2	Quarterly	Quarterly by October 10, January 10, April 10, July 10	Yes - if contracted for an EOG project
FACT Ad Hoc Quarterly Report, Enhancement Reconciliation Report		Guidance 16	Quarterly	Quarterly by October 10, January 10, April 10, July 10	Yes - if contracted for FACT services
FACT Admission and Discharge Certificates		CFCHS Specific	Upon Admission and Discharge of all clients	Upon Admission and Discharge of all clients	Yes - if contracted for FACT services
FACT monthly census to include waitlist		CFCHS Specific	Monthly	by the tenth (10th) day following the month of services	Yes - if contracted for FACT services
		Concord - Document ID: 7	D7:7:000TatV		. 04 00

EXHIBIT B: REQUIRED REPORTS

Report Name	Sub-reports	Citation	Frequency	Due (Calendar days unless otherwise specified)	Applicability
FACT Monthly Vacant Position		Guidance 16	Monthly	by the tenth (10th) day following	Yes - if contracted for FACT
Report Family Intensive Treatment Team Services (FIT) Report		Guidance 18	Monthly	the month of services by the tenth (10th) day following the month of services	Yes - if contracted for FIT services
FEP fiscal year-end financial report	CF-MH 1037	CFCHS Specific	Annually	July 20 each year of the contract period	Yes - if contracted for FEP services
Final data submission for fiscal year end		CFCHS Specific	Annually	July 31 each year of the contract period	Yes
First Episode Psychosis (FEP) Monthly Report		CFCHS Request	Monthly	by the tenth (10th) day following the month of services	Yes - if contracted for FEP services
Fiscal Reports - Final	includes:Personnel Detail RecordProjected Cost Center Operating & Capital BudgetAgency Capacity Report	65E-14.021(5)(e)1, FAC	Once and as Needed	30 days after contract execution and after any negotiated rate or funding changes	Yes - if annual contract amount is over \$200,000
Fiscal Reports - Proposed	includes:Personnel Detail RecordProjected Cost Center Operating & Capital BudgetAgency Capacity Report	65E-14.021(5)(e)1, FAC	Once	120 days before contract expiration	Yes - if annual contract amount is over \$200,000
Fiscal Reports - Quarterly	includes:General Ledger Trial BalanceBalance SheetProgram Level Income Statement	65E-14.021(5)(e)1, FAC	Quarterly	30 days after the end of each quarter.	Yes - if annual contract amount is over \$200,000
FMT Quarterly Report		CFCHS Specific	Quarterly	Quarterly by October 10, January 10, April 10, July 10	Yes - if contracted for FMT services
FMT Vacant Position Report		CFCHS Specific	Monthly	by the tenth (10th) day following the month of services	Yes - if contracted for FMT services
FMT Weekly Census		CFCHS Specific	Weekly	Thursday	Yes - if contracted for FMT services
Forensic Reports	includes:Forensic Pre-Post Commitment Diversion Tracking ReportForensic Individuals Waiting to Return ReportForensic Conditional Release Report	Guidance 6 CFOP 155-18	Monthly	by the tenth (10th) day following the month of services	Yes - if contracted for Forensic Liaison services
Hospital & Jail Bridge Summary Report		CFCHS Specific	Monthly	by the tenth (10th) day following the month of services	Yes - if contracted for Hospital/Bridge services
Incident Report	Report only those incidents that involve persons served that are funded partially or in whole by CFCHS or local match, and incidents related to employees, facilities, or issues that can have media involvement or impact service provision	CFOP 215-6	As Needed	Within 1 business day of occurrence, submitted to IRAS	Yes
Independent Financial Audit		65E-14.003, FAC	Annually	180 days after end of provider fiscal year, submitted in accordance with Attachment II	Yes - if receive over \$700,000 annually in state or federal funds
Insurance Certificates	includes liability, auto, and medical malpractice with DCF and CFCHS named as additionally insured	GHME1 Section D.1 CFCHS Specific	Annually	at contract execution and ongoing upon renewal of expired certificates	Yes
Invoice Review Supporting Documentation	•		As Needed		
Invoice Support - Form CF-MH 1040		65E-14.020, FAC	Quarterly	Quarterly by October 10, January 10, April 10, July 10	Yes - if paid on a cost reimbursement basis or if reconciliation to 1/12 payments required (FITT, FEP, FMT, CAT, SERG)
Invoice Support - Outreach Activity Report		CFCHS Specific	Monthly	by the tenth (10th) day following the month of services	Yes - if contracted for Outreach services
JITP Tracking Log		Guidance 11	Monthly	by the tenth (10th) day following the month of services	Yes- Children's Home Society ONLY
Local Match Form - Actuals		Template 9	Annually	July 30 each year of the contract period	Yes - if CFCHS contract requires local match
Local Match Form - Projected		Template 9	Once	30 days after contract execution	Yes - if CFCHS contract requires local match
				by the tenth (10th) day following	

EXHIBIT B: REQUIRED REPORTS

Demont No.		(HIBIT B: REQUI		Due (Calendar days unless	A mustice at the
Report Name	Sub-reports	Citation	Frequency	otherwise specified)	Applicability
MRT Census		CFCHS Specific	Monthly	by the tenth (10th) day following the month of services by the tenth (10th) day following	Yes - if contracted for MRT services Yes - if contracted for MRT
MRT Vacant Position Report		CFCHS Specific	Monthly	the month of services	services
Other Reports as Requested			As Needed		
PATH Annual Report		Guidance 15	Annually	to https://www.pathpdx.org/	Yes - if contracted for PATH services
PATH Intended Use Plan (IUP)		Guidance 15	Annually	March 1 of each year during the contract period	Yes - if contracted for PATH services
PATH Summary Information		Guidance 15	Quarterly	Quarterly by October 10, January 10, April 10, July 10, submitted to https://www.pathpdx.org/	Yes - if contracted for PATH services
PPG Financial Status Report		Guidance 14	Annually	September 1 each year of the contract period	Yes - if contracted for PPG services
PPG Program Status Report		Guidance 14	Annually	September 1 each year of the contract period	Yes - if contracted for PPG services
Prevention Data		Guidance 10	Monthly	by the tenth (10th) day following the month of services, submitted to PBPS	Yes - if contracted for prevention services
Program Description - Final	includes:Organizational ProfileService Activity Description	65E-14.021(5)(e)1, FAC	Once and as Needed	30 days after contract execution and 10 calendar days before the end of the quarter if something changes	Yes
Program Description - Proposed	includes:Organizational ProfileService Activity Description	65E-14.021(5)(e)1, FAC	Once	120 days before contract expiration	Yes
Recovery Community Organization Report	·	CFCHS Specific	Monthly	by the tenth (10th) day following the month of services	Yes- if contracted for RCO services
Report of aggregate quarterly NVRA activities		Guidance 25 (form DS-DE13)	Quarterly	Quarterly by October 5, January 5, April 5, July 5	Yes - if required by Attachment I of CFCHS contract
Representative Payee accounting documentation		1 CFR § 305.91-3	Quarterly	Quarterly by October 10, January 10, April 10, July 10	Yes - LifeStream Only
Response to Monitoring Reports and Corrective Action Plans		402.7306, F.S.	As Needed	30 days after receipt of report	Yes
Risk Assessment as per Breach Notification Rule		45 CFR §§ 164.400-414	As Needed	Within 5 business days following a breach	Yes
SAMH Block Grant Report		Template 2	Semi-annually	3/10 and 8/25 each contract period	Yes - if receive block grant funding
Security Agreement Forms and Training Certificates for staff that touch CFCHS data systems		CFOP 50-2	Annually	30 days after contract execution and July 30 annually thereafter	Yes
Signs of Suicide Performance Measures Report		CFCHS Specific	Quarterly	Quarterly by October 10, January 10, April 10, July 10	Yes- if contracted for SOS services
Sliding Fee Scale - Annual Revision	reflecting annual Federal Poverty Guidelines revisions	65E-14.018, FAC CFCHS Sliding Fee P&P	Annually	February 1 each year of the contract period	Yes
Sliding Fee Scale - Original	reflecting the uniform schedule of discounts referenced in Rule 65E- 14.018, FAC	65E-14.018, FAC CFCHS Sliding Fee P&P	Once	30 days after contract execution	Yes
SOAR Data		Guidance 9	Monthly	by the eighteenth (18th) day following the month of services, submitted to OATS	Yes - if contracted for SOAR services
Special Audit Schedules	includes:Schedule of State EarningsSchedule of Related Party Transaction AdjustmentsProgram/Cost Center Actual Expenses & Revenues ScheduleSchedule of Bed-Day Availability Payments	65E-14.003, FAC	Annually	With Independent Financial Audit. Or within 45 days of end of provider fiscal year if no Independent Financial Audit required.	Yes
SRT Census and Waitlist		CFCHS Specific	Weekly	Monday	Yes - if contracted for SRT services
SRT Clinical Review Census		CFCHS Specific	Monthly	The day prior to the monthly call	Yes - if contracted for SRT services
TANF SAMH Participating Log		Guidance 16	Monthly	by the tenth (10th) day following the month of services	Yes- if contracted for TANF services.
Transitional Voucher Incidental Report		Template 32 Guidance 29	Quarterly	Quarterly by October 10, January 10, April 10, July 10	Yes - if contracted for Transitional Vouchers
Wraparound Quarterly Report		CFCHS Specific	Quarterly	Quarterly by October 10, January 10, April 10, July 10	Yes- if contracted for Wraparound services
		D	7D 7: 7: 0 0 0 T . \ /		

Concord - Document ID: ZDZiZjQ2OTctYj

Record of Signing

For **Lotus Healing Centers**

Name **Gary Hazy**

Title **Executive Director**

For Central Florida Cares Health System, Inc. Name

Maria Bledsoe

Chief Executive Officer

maria Bledsoe

Title

Signed on 2024-02-21 14:52:24 GMT

Secured by Concord™ DocumentID: ZDZiZjQ2OTctYj SigningID: YJVIYTVhNTEtNj Signing date: 2/21/2024 IP Address: 97.68.1.186 Email: gary.hazy@lotusbh.org Signed on 2024-02-28 18:58:33 GMT

Secured by ConcordTM
DocumentID: ZDZiZjQ2OTctYj
SigningID: 02vrJN8mXtseUxErEcMuvj
Signing date: 2/28/2024
IP Address: 75.112.141.50
Email: mbledsoe@cfchs.org

