

**Central Florida Cares Health System, Inc.**  
**Amendment #4 to Contract No. COC25**

**THIS AMENDMENT**, entered into between **Central Florida Cares Health System, Inc.**, hereinafter referred to as “CFCHS”, and **Circles of Care, Inc.**, hereinafter referred to as the “Provider,” amends **Contract No. COC25**.

The purpose of this amendment is to update the Subcontract, Attachment I, Attachment II, Exhibit B and Exhibit C, and align funding with the FY24-25 budget as shown below:

OCA	COC25 Amendment 3	COC25 Amendment 4	Difference
MH000	\$ 7,879,245.61	\$ 7,806,489.61	\$ (72,756.00)
MHFMH	\$ 115,000.00	\$ 115,000.00	\$ -
MH072	\$ 75,707.00	\$ 75,707.00	\$ -
MH076	\$ 17,742.00	\$ 17,742.00	\$ -
MHARP	\$ 190,000.00	\$ 262,756.00	\$ 72,756.00
MHOFH	\$ 652,000.00	\$ 652,000.00	\$ -
MHOCN	\$ 274,611.72	\$ 599,611.72	\$ 325,000.00
MHOPG	\$ 150,000.00	\$ 166,086.00	\$ 16,086.00
MHOTB	\$ 166,086.00	\$ 150,000.00	\$ (16,086.00)
MHTRV	\$ 75,603.00	\$ 75,603.00	\$ -
MHOCB	\$ -	\$ 547,506.33	\$ 547,506.33
MHSCR	\$ 1,151,773.00	\$ 1,256,239.03	\$ 104,466.03
MS000	\$ 2,775,995.00	\$ 1,250,090.00	\$ (1,525,905.00)
MSOCN	\$ 50,000.00	\$ 208,750.00	\$ 158,750.00
MS023	\$ 281,213.38	\$ 237,981.86	\$ (43,231.52)
MS025	\$ 307,722.00	\$ 275,260.13	\$ (32,461.87)
MSARP	\$ 50,000.00	\$ -	\$ (50,000.00)
MSSM4	\$ 37,589.76	\$ -	\$ (37,589.76)
MSSM5	\$ 582,907.60	\$ -	\$ (582,907.60)
MSSM6	\$ 521,143.66	\$ 672,945.00	\$ 151,801.34
MSSM7	\$ -	\$ 643,331.28	\$ 643,331.28
MSSP7	\$ -	\$ 32,461.88	\$ 32,461.88
MSOCB	\$ -	\$ 340,019.16	\$ 340,019.16
MSOPR	\$ 75,000.00	\$ 75,000.00	\$ -
MSOTR	\$ 1,000,000.00	\$ 1,935,273.08	\$ 935,273.08
MSTRV	\$ 49,094.00	\$ 44,374.50	\$ (4,719.50)
MSTV2	\$ 80,000.00	\$ -	\$ (80,000.00)
MSCBS	\$ 595,098.72	\$ 595,098.72	\$ -
MS0TB	\$ 123,520.00	\$ 123,521.00	\$ 1.00
<b>Total</b>	<b>\$17,277,052.45</b>	<b>\$18,158,847.30</b>	<b>\$881,794.85</b>

**Central Florida Cares Health System, Inc.**  
**Amendment #4 to Contract No. COC25**

1. Pages 1-12, Subcontract Agreement, dated 11/4/2023, are hereby deleted. Pages 1-12, Subcontract Agreement, dated 12/5/2024, are hereby inserted in lieu thereof and attached hereto.
2. Pages 13-18, Attachment I – Special Provisions, dated 1/9/2024, are hereby deleted. Pages 13-18, Attachment I – Special Provisions, dated 9/9/2024, are hereby inserted in lieu thereof and attached hereto.
3. Pages 19-21, Attachment II – Audits, dated 9/27/2022, are hereby deleted. Pages 19-21, Attachment II – Audits, dated 1/27/2025, are hereby inserted in lieu thereof and attached hereto.
4. Pages 26-28, Exhibit B – Required Reports, dated 12/4/2023, are hereby deleted. Pages 26-29, Exhibit B – Required Reports, dated 1/10/2025, are hereby inserted in lieu thereof and attached hereto.
5. Page 29, Exhibit C – Specific Programs/Services Allocations, dated 11/5/2023, is hereby deleted. Page 30, Exhibit C – Specific Program/Services Allocations, dated 11/5/2023, is hereby inserted in lieu thereof and attached hereto.

This amendment shall begin on **July 1, 2024** 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.

**IN WITNESS THEREOF**, the parties hereto have caused this **28-page** amendment to be executed by their officials thereunto duly authorized.

**FEDERAL ID NUMBER:** 59-1101553

**SUBCONTRACT BETWEEN**  
**CENTRAL FLORIDA CARES HEALTH SYSTEM, INC.**  
**AND**  
**CIRCLES OF CARE, INC.**

**Subcontract Number:** COC25  
**Subcontract Amount:** \$52,705,576.50  
**Local Match Requirement:** \$4,640,298.00  
**Begin and End Dates:** 7/1/2022 – 6/30/2025

THIS CONTRACT is entered into by and between **CENTRAL FLORIDA CARES HEALTH SYSTEM, INC.**, hereinafter referred to as the "Contractor" and **CIRCLES OF CARE, 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:

1. Services to be Provided
2. The Subcontractor is responsible for the administration and provision of programs and services in the following counties: **Brevard**.
  - a. In no circumstances shall an individual's county of residence be a factor that denies access to service.

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 Central Florida Cares Health System (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 and section 448.095(5), F.S. 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 section 408.809, Florida Statutes (F.S.), and, except as otherwise specified in subsection 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 section 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 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 5<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.
- p. Upon execution of an amendment for a new program/service, the provider shall have up to 90 days to implement, unless otherwise agreed in writing. Failure to implement within the agreed upon timeframe may result in enactment of the CFCHS Subcontractor Compliance and Performance Improvement policy.
- q. If the Subcontractor serves persons with substance use disorders, they shall utilize the American Society of Addiction Medicine (ASAM) level of care determination criteria. The

ASAM criteria are published at <https://www.asam.org/asam-criteria/about-the-asam-criteria>.

- r. The Subcontractor shall provide contact information for Mobile Response Teams to parents and caregivers of children, adolescents, and young adults between ages 18 and 25, inclusive, who receive behavioral health services.

A. Method of Payment

1. This is a non-bundled fee-for-service contract except for the Forensic Multidisciplinary Team (FMT) and the Assisted Outpatient Therapy (AOT). FMT and AOT will be paid through a bundled fee-for-service rate with a quarterly and final reconciliation to include a copy of a general ledger and trial balance for allowable expenditures of the FMT and AOT.
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:
  - b. Submit a prior authorization request for any Medicaid-covered services provided.
  - c. Appeal any denied prior authorizations.
  - d. Provide assistance to appeal a denial of eligibility or coverage.
  - e. 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.
  - f. 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.
  - g. 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 and/or actual expenditures, 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 and/or actual expenditures 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 and/or actual expenditures 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 section 394.76(3), 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.

<b>Table 1 – Subcontract Funding and Local Match Requirement</b>		
<b>State Fiscal Year</b>	<b>Subcontract Amount</b>	<b>Local Match Requirement</b>
2022-2023	\$17,269,676.75	\$2,159,413.00
2023-2024	\$17,277,052.45	\$1,240,013.00
2024-2025	\$18,158,847.30	\$1,240,872.00
<b>Total</b>	<b>\$52,705,576.50</b>	<b>\$4,640,298.00</b>

7. Subcontractor shall approve reverse invoices generated by data and/or expenditures 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 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 29
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:

Circles of Care, Inc.  
400 East Sheridan Road  
Melbourne, FL 32901

A. 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  
Angela Ruck, Contract Manager  
707 Mendham Blvd., Suite 201  
Orlando, FL 32825

Subcontractor Representative  
Stephen Lord, President/CEO  
400 East Sheridan Road  
Melbourne, FL 32901

B. Compliance with Standard Federal Provisions

1. Subcontractor agrees to comply with federal grant requirements, as applicable, and 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. section 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. section 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 section 96.135, 42 U.S.C. section 300x-5, and 42 U.S.C. section 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.
  - b. 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, including regarding maintenance of effort. 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. section 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 of substance use, compliance with 45 C.F.R. section 96.125;
  - e. Subcontractors that receive block grant funding must comply with monitoring of block grant requirements and activities;
  - f. Subcontractors that receive SAPT and CMHS block grant funding must comply with state or federal requests for information related to the block grant.

- g. Subcontractors that receive block grant funding for the purpose of treatment services must discuss with individuals with opioid use disorders or alcohol use disorders the option of medication-assisted treatment using FDA-approved medications.
- h. Subcontractors that receive block grant funding for the purpose of treatment services must comply with linking individuals to medication-assisted treatment providers upon request from the individual served.
- i. 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. 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 Subcontractor's 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 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 Subcontractor's 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.

C. Compliance with Standard State Provisions

1. Subcontractor agrees to comply with Department policies (CFOPs), Guidance Documents, the Reference Guide for State Expenditures and any and all provisions applicable to Subcontractor as required by state grants and 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. Subcontractors who receive 50 percent or more of its budget from either the State of Florida or a combination of state and federal funds agrees that none of the funds provided may be used to pay the salary of an individual at a rate in excess of Level II of the Executive Schedule. Executive pay schedules can be obtained from the U.S. Office of Personnel Management.

D. 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.

E. 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.

F. 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.

#### G. Notice of Legal or Regulatory Actions

1. The Subcontractor shall notify the Contractor of potential or actual legal or regulatory actions taken against the Subcontractor related to services provided through this Contract or that may impact the Subcontractor's ability to deliver the contractual services, or that may adversely impact the Contractor. This includes, but is not limited to, open investigations by regulatory agencies, law enforcement, accreditation entities or licensing boards involving the Subcontractor and/or any of its employees.
2. The Subcontractor shall notify their assigned Contract Manager within ten (10) days of Subcontractor becoming aware of such actions or potential actions or from the day of the legal filing or notice of regulatory action, whichever comes first.
3. The Subcontractor shall enter an incident report into the IRAS system under the Other category if the issue has, or is likely to have, a significant impact on individuals served, the Department of Children and Families, CFCHS, or the Subcontractor or if the issue has resulted in or is likely to result in media reports.

#### H. 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.

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.

### 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 written notice. 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.

#### I. 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.

#### J. 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.

#### K. 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.

L. Effective and Ending Dates

This is a multi-year subcontract for 36 months, with an effective date of **January 1, 2022**. It shall end at midnight, local time in Orlando, Florida, on June 30, 2025.

M. 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.

N. 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  
**Exhibit C**, Specific Program/Services Allocations

**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**, Incidentals Procedure  
**Incorporated by Reference Document 5**, Care Coordination Procedure  
**Incorporated by Reference Document 6**, CFCHS TANF Guide  
**Incorporated by Reference Document 7**, Reintegrating Discharge Ready Individuals Plan  
**Incorporated by Reference Document 8**, ALF-LMHL Plan  
**Incorporated by Reference Document 9**, CFCHS Access to Care, Waiting List and Capacity Management Policy  
**Incorporated by Reference Document 10**, Recovery Management Practices  
**Incorporated by Reference Document 11**, Forensic Multidisciplinary Team  
**Incorporated by Reference Document 12**, SOR Resource Guide  
**Incorporated by Reference Document 11**, Draft CFOP for the Opioid Settlement Trust Fund

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 **30**-page contract to be executed on the date and year below.

# ATTACHMENT I SPECIAL PROVISIONS

## 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) <http://www.centralfloridacares.org>, <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 shall ensure each of their staff members funded by CFCHS complete DCF's Support to the Deaf and Hard of Hearing Attestation Form annually. Subcontractors with fifteen (15) or more staff members are also required to report monthly to HHS information about Auxiliary Aid services provided at [https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form\\_login.html](https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html).

## C) 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 sub-contractors manual or similar documents which outline 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 by the second year of contract execution.

## D) Finance and Accounting

- a. Prior to execution of this contract and 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](http://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

## ATTACHMENT I SPECIAL PROVISIONS

proposal package. If the Provider's Cost Allocation Plan changes during the contract period, Subcontractor shall provide CFCHS with 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 invoice to CFCHS with a signature via email, to include reporting of sliding fees collected.
- e. Subcontractor shall analyze utilization 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.
- f. If Subcontractor receives TANF funding, Subcontractor shall include TANF eligibility screening in its financial screening process for all clients seeking services that are eligible to be reimbursed by TANF.

### E) 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. All surveys for the fiscal year shall be submitted by July 5 to count toward annual performance measures. Surveys shall be submitted by October 5, January 5 and April 5 to count toward quarterly performance measures. Subcontractors who have not complied with the minimum quarterly submission, which is 25% of the annual required number, will be subject to financial consequences as specified in the contract.

### F) 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. Any individual with access to confidential information and/or DCF or CFCHS information systems is required to complete DCF's Security Awareness training prior to system access, as well as annually thereafter.

Data System	Owner	Purpose	Clients whose services are paid in whole or in part by:	Technical Assistance Contact



## ATTACHMENT I SPECIAL PROVISIONS

a. IRMS	CFCHS	Not for reporting Incidents, but for documenting incident report updates.	CFCHS	CFCHS Data Department; 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;
d. SIPP	CFCHS	Web-based submission of application packets for SIPP	Medicaid Managed Care	CFCHS Data Department; Stephanie Smith
e. FSFN	DCF	Submission of Behavioral Health Consultant client progress updates	All funders	DCF helpdesk; Nikaury Munoz
f. cfchsdata.org	CFCHS	<p>Web-based submission of:</p> <ol style="list-style-type: none"> <li>1) Service and client data in accordance with PAM 155-2</li> <li>2) Daily CSU and Detox Bed Count in accordance with the User Manual</li> <li>3) Weekly Substance Abuse bed count in accordance with the User Manual</li> <li>4) Wait List data in accordance with DCF PAM155-2 Ch. 12 and CFCHS policy "Access to Care, Waiting List and Capacity Management"</li> <li>5) Contract Financial Management in accordance with the User Manual</li> <li>6) Final service and client data</li> </ol>	<ol style="list-style-type: none"> <li>1) CFCHS</li> <li>2) All funders</li> <li>3) All funders; Disclose PHI only for CFCHS funded clients</li> <li>4) CFCHS and Local Match</li> <li>5) CFCHS and Local Match</li> </ol>	Five Points helpdesk; Mike Lupton; CFCHS Contract Manager

**ATTACHMENT I  
SPECIAL PROVISIONS**

		submission for fiscal year end by July 31.	6) Specific to the document	
g. 2-1-1 Community Resource Directory	2-1-1 Brevard and 2-1-1 Heart of Florida United Way	Resource to provide the community with available mental health and substance abuse services.	N/A	2-1-1 Brevard; 2-1-1 Heart of Florida United Way; CFCHS Contract Manager
h. Homeless Management Information System (HMIS)/ Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT)	Homeless Services Network (HSN)	Link homeless clients or those at risk of homelessness to eligible grant funding, housing opportunities and support services within the Continuum of Care.	CFCHS	HSN
i. Concord Contract Management	CFCHS	Execute and maintain electronic contracts and manage contract lifecycle online.	CFCHS	CFCHS Contract Manager
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
l. HHS Report	HHS	Report number of Auxiliary Aid Services provided	CFCHS and all other funders	Miralys Martinez
m. Report Tracking System (RTS)	CFCHS	Submission of all contract required documents	CFCHS	CFCHS Contract Manager

## ATTACHMENT I SPECIAL PROVISIONS

n. Web Infrastructure for Treatment Services (WITS)	DCF	Required demographic and GPRA data entry for SOR funded clients.	CFCHS – SOR	Mike Lupton and Michelle Ball
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### G) 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>

Subcontractors shall ensure all staff with access to confidential information and/or DCF or CFCHS information systems complete HIPAA training annually.

### H) 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. 15-2.048, F.A.C., in accordance with the Master Contract and Guidance 25 – National Voter Registration Act Guidance.

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 at <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.

### I) Exception Reporting

Subcontractor shall comply with the CFCHS Exception Reports and Payments Memo originated on November 1, 2016 and updated periodically, as needed.

## **ATTACHMENT I SPECIAL PROVISIONS**

### **J) Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach, Access, and Recovery (SOAR)**

- a. Report data and outcomes to the RSTL and SOAR Technical Assistance Center using the Online Application Tracking (OAT) system including:
  - i. Number of SOAR-assisted SSI/SSDI applications;
  - ii. Decisions on applications, including appeals; and
  - iii. Numbers of days until applications are approved from date of application submission to date of decision.
- b. Subcontractors are encouraged to:
  - i. Attend the regularly convened local planning team meetings to explore and identify funding and sustainability as well as develop a collaborative effort to implement the SOAR model in the region.
  - ii. Sign up for a SOAR distribution list that will be organized by the ME for ongoing communication and dissemination of meeting minutes.
  - iii. Align their case manager training plans to the implementation of the SOAR local action plan and process.
  - iv. Report progress and challenges during regular meetings or by contacting the appropriate member of the ME staff if meetings cannot be attended by the provider. Providers are also encouraged to identify and address technical assistance needs as consistently as possible.

### **K) Staffing**

- a. The subcontractor shall, within five business days, submit written notification to their CFCHS Contract Manager if any of the following positions are to be changed and identify the individual and qualifications of the successor:
  - i) Chief Executive Officer (CEO)
  - ii) Chief Operating Officer (COO)
  - iii) Chief Financial Officer (CFO)

### **L) Opioid Settlement Funds**

Receipt of Opioid Settlement funds is an express acknowledgement of the obligation to report data on services funded by the Settlement. Recipients shall provide data to the Department of Children and Families (Department) through the Florida Opioid Implementation and Financial Reporting System (OIFRS) as prescribed by the Department. Opioid Settlement funding is contingent upon satisfactory data reporting

### **M) Peer Services**

Subcontractors utilizing peer specialists funded by CFCHS shall follow all requirements of 397.417, F.S. The Subcontractor will not submit to CFCHS for reimbursement any expenditures associated with peer specialists after one year of employment without attainment of certification, as required within 397.41, F.S. Attestation to compliance with this requirement will be submitted by any provider with peer specialists funded by CFCHS as specified in Exhibit B, Required Reports.

## ATTACHMENT II FINANCIAL COMPLIANCE

The administration of resources awarded by the Department to the Provider may be subject to audits as described in this Attachment.

### 1. **MONITORING**

1.1. In addition to reviews of audits conducted in accordance with 2 CFR §§200.500- 200.521 and §215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management, and programmatic requirements. Monitoring or oversight reviews include on-site visits by Department staff, agreed-upon-procedures engagements as described in 2 CFR §200.425, or other procedures. By entering into this agreement, the Provider shall comply and cooperate with any monitoring or oversight reviews deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Provider is appropriate, the Provider shall comply with any additional instructions provided by the Department regarding such audit. The Provider shall comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's Inspector General, the state's Chief Financial Officer or the Auditor General.

### 2. **AUDITS**

#### 2.1. **Part I: Federal Requirements**

2.1.1. This part is applicable if the Provider is a state or local government, or a nonprofit organization as defined in 2 CFR §§200.500-200.521.

2.1.2. In the event the Provider expends \$750,000 (\$1,000,000 for fiscal years beginning on or after October 1, 2024) or more in federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§200.500-200.521. The Provider shall provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the Provider expends less than \$750,000 (\$1,000,000 for fiscal years beginning on or after October 1, 2024) in federal awards during its fiscal year, the Provider shall provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. If the Provider elects to have an audit that is not required by these provisions, the cost of the audit must be paid from non-federal resources. In determining the federal awards expended during its fiscal year, the Provider shall consider all sources of federal awards, including federal resources received from the Department of Children & Families, federal government (direct), other state agencies, and other non-state entities. The determination of amounts of federal awards expended shall be in accordance with guidelines established by 2 CFR §§200.500-200.521. An audit of the Provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

2.1.3. The audit's schedule of expenditures shall disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The audit's financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

#### 2.2. **Part II: State Requirements**

2.2.1. This part is applicable if the Provider is a non-state entity as defined by §215.97(2), F.S.

2.2.2. In the event the Provider expends \$750,000 or more in state financial assistance during its fiscal year, the Provider must have a state single or project-specific audit conducted in accordance with §215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The Provider shall provide a copy of the single audit to the Department's Single Audit Unit and its

## ATTACHMENT II FINANCIAL COMPLIANCE

contract manager. In the event the Provider expends less than \$750,000 in state financial assistance during its fiscal year, the Provider shall provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. If the Provider elects to have an audit that is not required by these provisions, the cost of the audit must be paid from non-state resources. In determining the state financial assistance expended during its fiscal year, the Provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

**2.2.3.** In connection with the audit requirements addressed in the preceding paragraph, the Provider shall ensure that the audit complies with the requirements of §215.97(8), F.S. This includes submission of a financial reporting package as defined by §215.97(2), F.S., and Chapters 10.550 or 10.650, Rules of the Auditor General.

**2.2.4.** The audit's schedule of expenditures shall disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The audit's financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

### **2.3. Part III: Report Submission**

**2.3.1.** Audit reporting packages (including management letters, if issued) required pursuant to this agreement shall be submitted to the Department within 30 (federal) or 45 (state) days of the Provider's receipt of the audit report or within nine months after the end of the Provider's audit period, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

**2.3.1.1.** The Contract Manager.

**2.3.1.2.** Department of Children & Families, Office of the Inspector General, Single Audit Unit  
[HQW.IG.Single.Audit@myflfamilies.com](mailto:HQW.IG.Single.Audit@myflfamilies.com).

**2.3.1.3.** Reporting packages required by **Part I** of this attachment shall be submitted, when required by 2 CFR §200.512 (d), by or on behalf of the Provider directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System, located at: <https://www.fac.gov/>, and other federal agencies and pass-through entities in accordance with 2 CFR §200.512.

**2.3.1.4.** Reporting packages required by **Part II** of this agreement shall be submitted by or on behalf of the Provider directly to the state Auditor General (one paper copy and one electronic copy) at:

Auditor General  
Local Government Audits/251  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450  
[flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us).

The Auditor General's website (<https://flauditor.gov>) provides instructions for filing an electronic copy of a financial reporting package.

**2.3.2.** When submitting reporting packages to the Department for audits done in accordance with 2 CFR §§200.500-200.521, or Chapters 10.550 (local governmental entities), or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, the Provider shall include correspondence from the auditor indicating the date the audit report package was delivered to the Provider. When such

**ATTACHMENT II  
FINANCIAL COMPLIANCE**

correspondence is not available, the date that the audit report package was delivered by the auditor to the Provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

**2.3.3.** Certifications that audits were not required shall be submitted within 90 days of the end of the Provider's audit period.

**2.3.4.** Any other reports and information required to be submitted to the Department pursuant to this attachment shall be done so timely.

**2.4. Record Retention**

The Provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the Department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The Provider shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

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## EXHIBIT B: REQUIRED REPORTS

Report Name	Sub-reports	Citation	Frequency	Due (Calendar days unless otherwise specified)	Applicability
Accreditation Certificates		DCF Master Contract 7.8 CFCHS Specific	Once	by contract execution or within 10 days of receipt of accreditation/reaccreditation certificate	Yes
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
Attestation - Health Insurance Portability and Accountability Act (HIPAA) training for any employees with access to DCF/CFCHS information systems and/or access to client or other confidential information.		CFOP 60-17	Annually	30 days after contract execution and July 30 annually thereafter	Yes
Auxiliary Aid HHS Report		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		Guidance 32	Monthly	by the tenth (10th) day following the month of services	Yes - if contracted for CAT services
CAT Appendix 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		CFCHS Specific	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 fifth (5th) 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 and within 30 days of any change	Yes
Cost Allocation Plan - Proposed		65E-14.021(5)(b), FAC Template 14	Once	March 1 prior to 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 (ROI) - Projected Estimates		DCF Master Contract C2-3.1	Annually	July 20 each year of the contract period	Yes - if contracted for an EOG project
EOG/OPB Specific Appropriation Provisos- Return on Investment (ROI)- Actuals		DCF Master Contract C2-3.2	Quarterly	Quarterly by October 10, January 10, April 10, July 10	Yes - if contracted for an EOG project



## EXHIBIT B: REQUIRED REPORTS

Report Name	Sub-reports	Citation	Frequency	Due (Calendar days unless otherwise specified)	Applicability
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
FACT Monthly Vacant Position Report		Guidance 16	Monthly	by the tenth (10th) day following the month of services	Yes - if contracted for FACT services
Family Intensive Treatment Team Services (FIT) Report		Guidance 18	Monthly	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 Record --Projected Cost Center Operating & Capital Budget --Agency Capacity Report --Budget Narrative	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 \$200,000 or more
Fiscal Reports - Proposed	includes: --Personnel Detail Record --Projected Cost Center Operating & Capital Budget --Agency Capacity Report --Budget Narrative	65E-14.021(5)(e)1, FAC	Once	March 1 prior to contract expiration	Yes - if annual contract amount is \$200,000 or more
Financial Reports - Quarterly	includes: --General Ledger Trial Balance --Balance Sheet --Program 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 \$200,000 or more
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 Monthly Census		CFCHS Specific	Monthly	by the tenth (10th) day following the month of services	Yes - if contracted for FMT services
Forensic Reports	includes: --Forensic Pre-Post Commitment Diversion Tracking Report --Forensic Individuals Waiting to Return Report --Forensic 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
Incident Report Attestation		CFCHS Specific	Monthly	by the fifth (5th) day following the month of services	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	March 1 prior to contract execution and ongoing upon renewal of expired certificates	Yes
Invoice Supporting Documentation			As Needed		
Invoice Support - Form CF-MH 1040		65E-14.020, FAC	Quarterly	Quarterly by October 5, January 5, April 5, July 5	Yes - if paid on a cost reimbursement basis or if reconciliation to 1/12 payments required (bundled fee for service)
Signed Reverse Invoice		CFCHS Specific	Monthly	Within 5 business days following receipt of the invoice from CFCHS	Yes
Invoice Support - Outreach Activity Report		CFCHS Specific	Monthly	by the tenth (10th) day following the month of services	Yes - if contracted for Outreach services and requested by CFCHS

## EXHIBIT B: REQUIRED REPORTS

Report Name	Sub-reports	Citation	Frequency	Due (Calendar days unless otherwise specified)	Applicability
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
Monthly Data		FASAMS 155-2	Monthly	by the fifth (5th) day following the month of services, submitted to cfchsdata.org	Yes
MRT Census		CFCHS Specific	Monthly	by the tenth (10th) day following the month of services	Yes - if contracted for MRT services
MRT Vacant Position Report		CFCHS Specific	Monthly	by the tenth (10th) day following the month of services	Yes - if contracted for MRT services
Network Provider Contact List		CFCHS Specific	Semi-annually and as needed	July 30 and Jan 31 each year of the contract period as well as within 10 days of any changes	Yes
Other Reports as Requested			As Needed		
PATH Annual Report		Guidance 15	Annually	November 17 annually, submitted to <a href="https://www.pathpdx.org/">https://www.pathpdx.org/</a>	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 <a href="https://www.pathpdx.org/">https://www.pathpdx.org/</a>	Yes - if contracted for PATH services
Peer Log		CFCHS Specific	Monthly	by the fifth (5th) day following the month of services	Yes - if CFCHS funds any peer specialists
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 fifth (5th) day following the month of services, submitted to PBPS	Yes - if contracted for prevention services
Program Description - Final	includes: --Organizational Profile --Service Activity Description	65E-14.021(5)(e)1, FAC CFCHS Specific	Annually and as Needed	by July 30 each year of the contract period, 10 calendar days prior to any changes in service capacity, admission and discharge criteria or service location and 10 calendar days before the end of the quarter, if other changes	Yes
Program Description - Proposed	includes: --Organizational Profile --Service Activity	65E-14.021(5)(e)1, FAC	Once	March 1 prior to contract expiration	Yes
Recovery Community Organization Report		CFCHS Specific	Monthly	by the fifth (5th) day following the month of services	Yes- if contracted for RCO services
Report of aggregate quarterly National Voter Registration Activity (NVRA)		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	4/20 and 8/20 each contract period	Yes - if receive block grant funding
Attestation - Non-Disclosure Forms and Security Training for any employees with access to DCF/CFCHS information systems and/or access to client or other confidential information.		CFOP 50-2 DCF Master Standard Contract 5.5	Annually	30 days after contract execution and July 30 annually thereafter	Yes
Attestation - Recovery Management Curriculum Modules 1 through 7 completed during employee orientation with annual refresher		Guidance 35	Annually	30 days after contract execution and July 30 annually thereafter	Yes
SAMH Access Request Form, Non-Disclosure Form, Security and HIPAA Awareness training certificates		CFOP 50-2	Upon request to access DCF/CFCHS information systems	Prior to access to DCF/CFCHS information systems.	Yes - if requesting access to DCF/CFCHS information systems.
Self-Assessment Planning Tool		Guidance 35 CFCHS Specific	Bi-Annually	As directed by CFCHS	Yes - except prevention providers
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

## EXHIBIT B: REQUIRED REPORTS

Report Name	Sub-reports	Citation	Frequency	Due (Calendar days unless otherwise specified)	Applicability
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 Earnings --Schedule of Related Party Transaction Adjustments --Program/Cost Center Actual Expenses & Revenues Schedule --Schedule of Bed-Day Availability Reports	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

## EXHIBIT C SPECIFIC PROGRAM/SERVICES ALLOCATIONS

Description	Other Cost Accumulator (OCA)	# of FTE's	# of Beds	Specific to County(ies)	Part of State \$126M Plan (Y/N)	Allocation
Integrated Treatment Program	MS000	n/a	n/a	n/a	N	\$ 218,708.00
Men's Residential	MSCBS	n/a	5	n/a	N	\$ 529,250.00
Integrated Treatment Program	MSOTR	n/a	n/a	n/a	N	\$ 150,000.00
SOR CW - Non-Opioid Assessment/Treatment	MS000	n/a	n/a	n/a	N	\$ 50,000.00
Dedicated Forensic Liaison	MH072	1	n/a	n/a	N	\$ 75,707.00
Care Coordinators (includes FTEs and incidentals)	MHOCN	3	n/a	n/a	N	\$ 274,611.72
CAT- Certified Parent Coach	MHCAT	1	n/a	n/a	N	\$ 41,191.23
Expand CAT Program	MHCAT	n/a	n/a	Brevard	Y	\$ 750,000.00
Dedicated Case Manager	MH000	2	n/a	n/a	N	\$ 120,000.00
Dedicated Civil Liaison	MH000	1	n/a	n/a	N	\$ 75,707.00
Dedicated Child Care Coordinator (includes FTE and incidentals)	MH000	1	n/a	n/a	N	\$ 70,000.00
Dedicated SOAR Specialist	MH000	2	n/a	n/a	N	\$ 120,000.00
CSU Navigation Care Specialist	MH000	1	n/a	n/a	N	\$ 60,000.00
Assisted Outpatient Therapy (AOT)	MH000			n/a	Y	\$ 373,333.33
CSU beds	MH000	n/a	4	n/a	Y	\$ 624,536.90
Civil State Hospital D/C Beds	MH000	1	n/a	n/a	N	\$ 150,000.00
Incidentals for Housing (Care Coordination, Forensic Diversions, State Hosp D/C's) Could also fund immigration status expenditures, with approval	MH000	n/a	n/a	n/a	N	\$ 100,000.00
CCSU beds	MH000	n/a	1	n/a	N	\$ 135,780.00
CSU beds	MH000	n/a	19	n/a	N	\$ 2,579,820.00
Discharge Coordinator, part of HB7021	MHOCN	4	n/a	n/a	N	\$ 350,000.00
CSU Beds	MHOCSB	2	n/a	n/a	N	\$ 547,506.33
Inpatient Detox beds	MSOCB	n/a	2.99	n/a	N	\$ 340,019.16
Discharge Coordinator, part of HB7021	MSOCN	1.5	n/a	n/a	N	\$ 158,750.00
Inpatient Detox beds	MSOTR	n/a	10.04	n/a	N	\$ 1,142,369.84
Transitional Vouchers	MS000	n/a	n/a	n/a	N	\$ 56,484.50