

SUBCONTRACT BETWEEN
CENTRAL FLORIDA CARES HEALTH SYSTEM, INC.
AND
ABILITY HOUSING, INC.

Subcontract Number: ABH26
Subcontract Amount: \$601,879.72
Local Match Requirement: \$0.00
Begin and End Dates: 1/1/2025 - 6/30/2026

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

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

A. Services to be Provided

1. The Subcontractor is responsible for the administration and provision of programs and services in the following county or counties: **Orange**
 - 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 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

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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.

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- 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

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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 5th 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.

B. Method of Payment

1. Method of Payment for this contract includes a nonbundled fee-for service.

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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 individual's 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 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

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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.

| Table 1 – Subcontract Funding and Local Match Requirement | | |
|--|---------------------------|--------------------------------|
| State Fiscal Year | Subcontract Amount | Local Match Requirement |
| 2024-2025 | \$190,858.55 | \$0 |
| 2025-2026 | \$411,021.17 | \$0 |
| Total | \$601,879.72 | \$0 |

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 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

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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:

Shannon Nazworth
President/CEO
Ability Housing, Inc.
3740 Beach Blvd, Suite 304
Jacksonville, FL, 32207

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:

Leo Colomer, Lead Contract Manager
Central Florida Cares Health Systems, Inc.
707 Mendham Boulevard, Suite 201
Orlando, FL, 32825

D. 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

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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.

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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

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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.

E. 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

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- 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.

F. Hold Harmless

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

G. Assignments and Subcontractors

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

H. Financial Penalties for Failure to Take Corrective Action

1. In accordance with the provisions of subsection 402.73(1), F.S., and Rule 65-29.001, Florida Administrative Code (F.A.C.), corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this subcontract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

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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. 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.

J. Termination

Conditions governing the termination of this subcontract include:

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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.

K. 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.

L. 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.

M. 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.

N. Effective and Ending Dates

This is a multi-year subcontract for 18 months, with an effective date of January 1, 2025. It shall end at midnight, local time in Orlando, Florida, on 6/30/2026.

O. 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.

P. 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.

Attachments:

- Attachment I, Special Provisions**
- Attachment II, Audit Attachment**
- Attachment III, Certificate Regarding Lobbying**
- Attachment IV, Certification Regarding Debarment**
- Attachment V, Business Associate Agreement**

Exhibits:

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

Incorporated by Reference Documents:

- 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, Guidance 35 – Recovery Management Practices**

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, have caused this **42-page** contract to be executed on the date and year below.

Maria Bledsoe

Shannon Nazworth

Chief Executive Officer

President & CEO

Central Florida Cares Health System, Inc.

Ability Housing, Inc.

Maria Bledsoe

Signed: 12/30/2024

Shannon Nazworth

Signed: 12/27/2024

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.

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.

ATTACHMENT I SPECIAL PROVISIONS

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 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 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)

ATTACHMENT I SPECIAL PROVISIONS

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 |
|-------------|-------|---|---|---|
| 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 | All funders | DCF helpdesk; Nikaury Munoz |

**ATTACHMENT I
SPECIAL PROVISIONS**

| | | | | |
|------------------|-------|--|---|---|
| | | Consultant client progress updates | | |
| f. cfchsdata.org | CFCHS | <p>Web-based submission of:</p> <ol style="list-style-type: none"> 1) Service and client data in accordance with PAM 155-2 2) Daily CSU and Detox Bed Count in accordance with the User Manual 3) Weekly Substance Abuse bed count in accordance with the User Manual 4) Wait List data in accordance with DCF PAM155-2 Ch. 12 and CFCHS policy "Access to Care, Waiting List and Capacity Management" 5) Contract Financial Management in accordance with the User Manual 6) Final service and client data submission for fiscal year end by July 31. | <ol style="list-style-type: none"> 1) CFCHS 2) All funders 3) All funders; Disclose PHI only for CFCHS funded clients 4) CFCHS and Local Match 5) CFCHS and Local Match 6) Specific to the document | Five Points helpdesk; Mike Lupton; CFCHS Contract Manager |

**ATTACHMENT I
SPECIAL PROVISIONS**

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|--|---|--|-----------------------------|--|
| | | | | |
| 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 |

**ATTACHMENT I
SPECIAL PROVISIONS**

| | | | | |
|---|-------|--|-------------|-------------------------------|
| m. Report Tracking System (RTS) | CFCHS | Submission of all contract required documents | CFCHS | CFCHS Contract Manager |
| 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 |

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.

ATTACHMENT I SPECIAL PROVISIONS

- 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.

J) 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)

K) 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.

L) 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 AND COMPLIANCE AUDIT ATTACHMENT

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500- 200.521 and § 215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Department staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's inspector general, the state's Chief Financial Officer or the Auditor General.

Quarterly submission of Financial reports, inclusive of General Ledger Trial Balance, Statement of Financial Position (aka Balance Sheet), and a program level Profit and Loss Statement to aid in ensuring compliance with (CFR) §§ 200.500- 200.521 and § 215.97, F.S.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §§ 200.500-200.521.

In the event the recipient expends \$750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the

provisions of 2 CFR Part 200 §§ 200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

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

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends \$500,000 or more (\$750,000 or more for fiscal years beginning on or after July 1, 2016) in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 (less than \$750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 (federal) or 45 (State) days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

A. Contract manager for this contract (1 copy)

B. Department of Children & Families (1 electronic copy and management letter, if issued)

Office of the Inspector General
Single Audit Unit
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700

Email address: HQW.IG.Single.Audit@myflfamilies.com

C. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

and other Federal agencies and pass-through entities in accordance with 2 CFR § 200.512.

D. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

Email address: flaudgen_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the Department for audits done in accordance with 2 CFR §§ 200.500-200.521, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the

provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

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

ATTACHMENT III
CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: *Shannon Nazworth*
Signed: 12/27/2024

Application or Contract ID Number: ABH26

Name of Authorized Individual Application or Contractor: Ability Housing, Inc.

Address of Organization: 3740 Beach Blvd, Suite 304, Jacksonville, FL 32207

ATTACHMENT IV

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 - 20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal money must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
7. The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certification must be kept at the provider's business location.

CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

| | | | |
|------------------|-----------------|---|-------|
| Shannon Nazworth | President & CEO |  Signed: 12/27/2024 | _____ |
| Name | Title | Signature | |

Attachment V Business Associate Agreement

This Agreement contains the terms and conditions governing CFCHS Providers, Subcontractors and Vendors' access to and use of Protected Health Information; and provides the permissible uses and disclosures of protected health information by the Provider, Subcontractor and Vendors also called "Business Associate."

Section 1. Definitions

A. Catch-all definitions:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, Risk Analysis, Risk Assessment, and Use.

B. Specific definitions:

- a. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Agreement shall specifically refer to the Provider.
- b. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Agreement shall refer to Central Florida Cares Health System (CFCHS).
- c. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- d. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function, activity, service, other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

A. Business Associate agrees to:

- a. Not use or disclose protected health information other than as permitted or required by this Agreement or as required by law;

- b. Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, subcontractors, consultants, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of CFCHS;
- c. Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to CFCHS, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR § 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;
- d. Report to covered entity any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including breaches, or potential breaches, of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- e. Notify CFCHS Contract Manager and submit an incident report into CFCHS data system IRMS as soon as possible, but no later than one (1)-business days following the determination of any breach or potential breach of personal and confidential departmental data;
- f. Notify CFCHS Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
- g. Provide any additional information requested by CFCHS for purposes of investigating and responding to a breach; including a risk assessment that identifies the causes of the impermissible disclosure, the likelihood of data compromise due to the breach or potential breach, the mitigating circumstances the Business Associate is putting in place, and the protective measure that will be taken to avoid or minimize the likelihood of such incident from happening again.

- h. Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S.;
- i. Implement at Business Associate's own cost measures deemed appropriate by CFCHS to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
- j. Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by CFCHS;
- k. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);
- l. Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- m. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- n. Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- o. To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

- p. Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.
- q. An appropriately skilled individual shall be identified by the Business Associate to function as its Data Security Officer. The Data Security Officer shall act as a liaison and will maintain an appropriate level of data security for the information the Business Associate is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Business Associate employees that request or have access to any Client data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated Business Associate employees. In addition, the Data Security Officer will guide the Business Associate in developing a Risk Analysis to determine Business Associate level of Data security risk.
- r. The Business Associate shall provide the latest DCF Security Awareness Training to its staff and subcontractors who have access to Client information.
- s. All Business Associate employees who have access to Client information shall comply with, and be provided a copy of the DCF CFOP 50-2, and shall sign the DCF Security Agreement Form CF 0114 annually.
- t. The Business Associate shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in the DCF CFOP 50-2. If encryption of these devices is not possible, then the Business Associate shall assure that unencrypted personal and confidential Client data will not be stored on unencrypted storage devices. The Business Associate shall require the same of all subcontractors. This requirement includes encryption of mobile devices as well.

Section 3. Permitted Uses and Disclosures by Business Associate

- A. The Business associate may only use or disclose protected health information covered under this Agreement as listed below:
 - a. The Business Associate may use and disclose CFCHS's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to its contract with CFCHS.

- b. The Business Associate may use CFCHS' PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.
- c. The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of CFCHS for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.
- d. The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of CFCHS for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached, or potentially breached.
- e. The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Agreement with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing CFCHS with data analyses relating to the health care operations of CFCHS (as defined in 45 C.F.R. §164.501).
- f. The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Agreement, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).
- g. Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.
- h. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- A. Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

- B. Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- C. Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Section 5. Termination

A. Termination for Cause

- a. Upon CFCHS knowledge of a material breach by the Business Associate, CFCHS shall either:
 - i. Provide an opportunity for the Business Associate to cure the breach or end the violation. CFCHS shall terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by CFCHS; or
 - ii. Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Agreement and does not end the violation.
- b. The Business Associate shall report the violation to the Secretary of the Department of Health and Human Services and provide CFCHS written proof of such notification.

B. Obligations of Business Associate Upon Termination

- a. Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:
 - i. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to covered entity, or other entity as specified by CFCHS or, if permission is granted by CFCHS, destroy the remaining

protected health information that the Business Associate still maintains in any form;

- iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
- iv. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
- v. Return to covered entity, or other entity as specified by CFCHS or, if permission is granted by CFCHS, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.
- vi. The obligations of business associate under this Section shall survive the termination of this Agreement.

Section 6. Miscellaneous

- A. A regulatory reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- B. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- C. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

THIS SECTION INTENTIONALLY LEFT BLANK

Covered Entity

Maria Bledsoe

Chief Executive Officer

Central Florida Cares Health System, Inc.

Maria Bledsoe

Signed: 12/30/2024

Business Associate

Shannon Nazworth

President & CEO

Ability Housing, Inc.

Shannon Nazworth

Signed: 12/27/2024

**EXHIBIT A
TARGET POPULATIONS AND
PERFORMANCE MEASURES**

A. Target Population

To be eligible to receive substance abuse and mental health services funded by this subcontract, an individual must be a member of at least one of the target populations approved by the Legislature (394.674 F.S.). The Subcontractor agrees that funds provided in this contract will not be used to serve persons outside the target population(s) specified in the table below:

| Network Service Provider Output Measures – Persons Served | | |
|--|-----------------------|------------------|
| Annual Persons Served Targets – Unduplicated Individuals Served | | |
| Service Category | | FY Target |
| Adult Mental Health | Outpatient Care | 50 |
| | Peer Support Services | 20 |

B. Client/Participant Determination

Determination of client eligibility is exclusively the responsibility of the Subcontractor.

C. Performance Measures

For more information regarding a measure, refer to the DCF Performance Outcomes Measurement Manual at the following link:

<http://www.dcf.state.fl.us/programs/samh/ME/2014/IncDocs/Incorporated%20Document%2019%20-%20Performance%20Outcomes%20Measurement%20Manual.docx>

Number to be served includes persons whose services will be paid for in whole or in part by CFCHS funding or local match only. DO NOT include Medicaid funded services.

| Network Service Provider Performance Measures | Annual Target |
|--|----------------------|
| Adult Community Mental Health | |
| Average annual days worked for pay for adults with severe and persistent mental illness | 40 |
| Percent of adults with serious mental illness who are competitively employed | 24% |
| Percent of adults with severe and persistent mental illnesses who live in stable housing environment | 90% |
| Percent of adults in forensic involvement who live in stable housing environment | 67% |
| Percent of adults in mental health crisis who live in stable housing environment | 86% |

| Housing Support Project Specific | | |
|---|--|-----|
| a. | Percentage of clients served will have a case plan developed within 15 days of | 95% |

**EXHIBIT A
TARGET POPULATIONS AND
PERFORMANCE MEASURES**

| | | |
|-----------|---|-----|
| | admission identifying a permanent housing placement. | |
| b. | Percentage of care plans will address the following: Length of time residential and other treatment/housing resources are needed, Identification of behavioral health serviced needed and Service dollars needed in order to reach goals. | 95% |
| c. | Percentage of clients will meet care plan goals. | 75% |

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, 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 |
| 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 |

EXHIBIT B: REQUIRED REPORTS

| Report Name | Sub-reports | Citation | Frequency | Due (Calendar days unless otherwise specified) | Applicability |
|---|--|-------------------------------------|---|--|--|
| 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 | 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 Record --Projected Cost Center Operating & Capital Budget --Agency Capacity Report | 65E-14.021(5)(e)1, FAC | Once | March 1 prior to contract expiration | Yes - if annual contract amount is over \$200,000 |
| 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 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 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 |
| 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 |

EXHIBIT B: REQUIRED REPORTS

| Report Name | Sub-reports | Citation | Frequency | Due (Calendar days unless otherwise specified) | Applicability |
|--|---|---|--|---|--|
| 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 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 |
| 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 Description | 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 1 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 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 |

Record of Signing

For Ability Housing, Inc.
Name Shannon Nazworth
Title President & CEO

Shannon Nazworth

Signed on 2024-12-27 19:37:28 GMT

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SigningID: 02ye23S3Jv1c5V1u9fPoxx
Signing date: 12/27/2024
IP Address: 108.209.232.177
Email: snazworth@abilityhousing.org

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

Maria Bledsoe

Signed on 2024-12-30 14:22:04 GMT

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Signing date: 12/30/2024
IP Address: 75.112.141.50
Email: mbledsoe@cfchs.org

