

**Central Florida Cares Health System, Inc.  
Amendment #3 to Contract No. PSS26**

**THIS AMENDMENT**, entered into between **Central Florida Cares Health System, Inc.**, hereinafter referred to as “CFCHS”, and **Peer Support Space, Inc.**, hereinafter referred to as the “Provider,” amends **Contract No. PSS26**.

The purpose of this amendment is to insert a new Subcontract, Attachment I, Attachment IV, Attachment V, Exhibit A, Exhibit B, and Exhibit D contract templates, and to align funding with the FY25-26 budget.

1. Pages 1-12, Subcontract Agreement, dated 12/5/2024, are hereby deleted. Pages 1-22, Subcontract Agreement, dated 7/1/2025, are hereby inserted in lieu thereof and attached hereto.
2. Pages 13-18, Attachment I – Special Provisions, dated 9/9/2024, are hereby deleted. Pages 23-31, Attachment I – Special Provisions, dated 7/1/2025, are hereby inserted in lieu thereof and attached hereto.
3. Pages 19-21, Attachment II – Financial Compliance, v.24.1, are hereby renumbered pages 32-34.
4. Page 22, Attachment III – Certification Regarding Lobbying, is hereby renumbered page 35.
5. Page 36, Attachment IV – Certification Regarding Debarment, is hereby inserted and attached hereto.
6. Pages 37-44, Attachment V – Business Associate Agreement, dated 7/1/2025, are hereby inserted and attached hereto.
7. Pages 23-24, Exhibit A – Target Populations and Performance Measures, dated 11/1/2019, are hereby deleted. Pages 45-47, Exhibit A – Target Populations and Performance Measures, dated 7/1/2025, are hereby inserted in lieu thereof and attached hereto.
8. Pages 25-28, Exhibit B – Required Reports, dated 1/10/2025, are hereby deleted. Pages 48-51, Exhibit B – Required Reports, dated 7/1/2025, are hereby inserted in lieu thereof and attached hereto.
9. Page 29, Exhibit C – Specific Programs/Services Allocations, dated 11/5/2023, is hereby renumbered page 52.
10. Pages 53-56, Exhibit D – Standards for Mental Health Individuals Served Records, dated 7/1/2025, are hereby inserted and attached hereto.

This amendment shall begin on **July 1, 2025** or the date in which the amendment has been signed by both parties, whichever is earlier.

**Central Florida Cares Health System, Inc.  
Amendment #3 to Contract No. PSS26**

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

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

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

**IN WITNESS THEREOF**, the parties hereto have caused this **53**-page amendment to be executed by their officials thereunto duly authorized.

**FEDERAL ID NUMBER:** 84-2070075

Maria Bledsoe

Yasmin Flasterstein

Central Florida Cares Health System,  
Inc.

Peer Support Space

Chief Executive Officer

Co-Founder & Executive Director

*Maria Bledsoe*

*Yasmin Flasterstein*

Apr 22, 2026, 12:30 PM EDT

Apr 22, 2026, 12:26 PM EDT

**SUBCONTRACT BETWEEN**  
**CENTRAL FLORIDA CARES HEALTH SYSTEM, INC.**  
**AND**  
**PEER SUPPORT SPACE, INC.**

**Subcontract Number:** PSS26  
**Subcontract Amount:** \$2,535,000.00  
**Local Match Requirement:** \$469,650.00  
**Begin and End Dates:** 7/1/2023 – 6/30/2026

THIS CONTRACT is entered into by and between **CENTRAL FLORIDA CARES HEALTH SYSTEM, INC.**, hereinafter referred to as the "Contractor" and **PEER SUPPORT SPACE, 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 GHME2 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, hereinafter referred to as the "Department".

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

A. Services to be Provided

1. The Subcontractor is responsible for the administration and provision of programs and services in the following counties: **Orange & Brevard**.
  - 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=GHME2>. (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.
  
  - b. Secure and maintain all necessary authority and licenses to provide the services allowable within the cost centers for which the Contractor shall invoice and to provide those services for the rates specified in their Central Florida Cares' (CFC) 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. Each party shall comply with all confidentiality and non-disclosure requirements contained in the Master Contract or required by applicable law, rule or regulation, including 42 USC § 671(a)(8), 42 USC § 5106a(b)(2)(B), 7 USC § 2020(e)(8), 42 USC § 602, 2 CFR § 200.303, 2 CFR § 200.337, 7 CFR § 272.1(c), 42 CFR §§ 2.1-2.3, 42 CFR §§ 431.300-306, and 45 CFR Part 205. Summaries of Florida Statutes providing for confidentiality of this and other information are found in Appendix B of the Florida Office of the Attorney General's Government-in-the-Sunshine Manual. 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.
- e. Subcontractor shall provide deliverables, including reports and data as specified in the included Attachments, Exhibits and incorporated by reference documents, in accordance with the stated standard terms and conditions of the contract. Submission of such reports and documentation shall be through the Contractor's electronic system utilized for tracking receipt of such reports, unless otherwise specified by Contractor. 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.
- f. 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, or for reasons as noted in A.2.e. Pursuant to § 287.0582, Florida Statutes (F.S.) the State of Florida's performance and obligation to pay under this subcontract is contingent upon an annual appropriation by the Legislature.
- g. 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.
- h. The Subcontractor shall deliver services and system improvements as identified within their CFC 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 comprehensive array of services to accommodate the co-occurring population.

- i. The Subcontractor shall protect data in the Contractor's data system(s) from accidental or intentional unauthorized disclosure, modification, or destruction by persons by ensuring that each user possesses a unique personal identifier and password known only to the user. Further, Subcontractors shall follow all guidelines, as specified by Contractor, concerning required trainings and forms to be completed for staff with access to Contractor's data system(s).
- j. If requested, the Subcontractor shall submit to the Contractor an actual expense report for every month of the subcontract period. Backup documentation supporting the expenditures on the report shall also be provided, if requested. The due date for the report and backup is the 5<sup>th</sup> of the month following the end of the month. The Contractor shall provide the format of the report and shall determine the extent of cost analysis after reviewing the report.
- k. 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.
- l. The Subcontractor agrees that all payments made for services will be based solely on data/expenditures 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.
- m. Upon execution of an amendment for a new program/service, the Subcontractor 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 Contractor's Subcontractor Compliance and Performance Improvement policy.
- n. If the Subcontractor serves persons with substance use disorders, they shall utilize the American Society of Addiction Medicine (ASAM) level of care determination criteria.
- o. 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. This is a bundled fee-for-service rate contract with quarterly reconciliation for Eva's Casita. Additional recovery support and outreach services are provided at an unbundled fee-for-service rate.
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, Florida Administrative Code (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 § 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 CFC approved Funding Detail hereby incorporated by reference, subject to the availability of funding.
  4. Subcontractor shall only expend funds from this subcontract for allowable expenditures incurred during the specified effective and end dates of such financial assistance as required by § 215.971 (1)(d), F.S. 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 delivered by Subcontractor.
  5. The Subcontractor shall return to the Contractor any overpayments due to unearned funds or funds disallowed that were disbursed to the Subcontractor and any interest attributed to such funds. Should repayment not be made promptly upon discovery by the Subcontractor or its auditor or upon written notice by the Contractor, the Subcontractor will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by the Contractor to not be in full compliance with contractual 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.
  6. Pursuant to § 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.
  7. At the beginning of each fiscal year, the total subcontract amount in **Table 1** will be adjusted accordingly.

<b>Table 1 – Subcontract Funding and Local Match Requirement</b>		
<b>State Fiscal Year</b>	<b>Subcontract Amount</b>	<b>Local Match Requirement</b>
2023-2024	\$845,000.00	\$234,825.00
2024-2025	\$845,000.00	\$234,825.00
2025-2026	\$845,000.00	\$ 0.00
<b>Total</b>	<b>\$2,535,000.00</b>	<b>\$469,650.00</b>

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

<b>Month of Service</b>	<b>Data/Expenditures Due</b>	<b>Invoice Generated by CFC</b>	<b>Approval of Invoice Due</b>
July	August 5	August 18	August 30
August	September 5	September 18	September 30
September	October 5	October 18	October 30
October	November 5	November 18	November 30
November	December 5	December 18	December 30
December	January 5	January 18	January 30
January	February 5	February 18	February 29
February	March 5	March 18	March 30
March	April 5	April 18	April 30
April	May 5	May 18	May 30
May	June 5	June 18	June 30
June	July 5	July 18	July 30
June	July 31	August 18	August 31

9. Submission of data and/or expenditures utilized to complete the invoice shall be in sufficient detail to capture, report, and test the validity of expenditures and service utilization.
10. The Contractor, at its sole discretion and subject to the availability of funds, may authorize the release of an amount exceeding the monthly prorated allocation. If such release is requested by the Subcontractor, the Subcontractor shall submit a written justification supporting the request for additional funds.
11. The Contractor will not pay any data, expenditures or invoices submitted for reimbursement more than 30 days after this Subcontract ends or is terminated. Any payment due may be withheld until performance of services and all reports due from the Subcontractor and necessary adjustments thereto have been approved by the Contractor.
12. Subcontractor shall follow all requirements outlined in 65E-14, F.A.C. in the governance of funds paid through this subcontract.

13. Name and address of Payee:

Peer Support Space, Inc.  
P.O. Box 677032  
Orlando, FL 32867

C. Venue

Venue for any court action pertaining to this subcontract shall be in the courts of Orange County, Florida. The name and address of the Contractor and Subcontractor representatives designated to receive all legal notices pertaining to this subcontract are:

**Contractor Representative**

Sarah Chapman, Contract Manager  
707 Mendham Blvd., Suite 201  
Orlando, FL 32825

**Subcontractor Representative**

Yasmin Flasterstein, Executive Director  
P.O. Box 677032  
Orlando, FL 32867

D. Insurance

1. All insurance policies will be with insurers authorized, and through insurance agents licensed, to transact business in the State of Florida, as required by Chapter 624, F.S., or, upon approval by the Contractor, with a commercial self-insurance trust fund authorized under § 624.462, F.S. Each insurer must have a minimum rating of "A" by A.M. Best or an equivalent rating by a similar insurance rating firm and shall name both Central Florida Cares Health System, Inc. and the Department of Children and Families as an additional insured under general, automobile and professional liability policies.
2. The Subcontractor will provide thirty (30) calendar days written notice of cancellation of any insurance required by this Contract. The Subcontractor will submit certificates of insurance coverage, or other evidence of insurance coverage acceptable to the Contractor, prior to Contract execution, and provide the Contractor 10 days prior notice of any cancellation or nonrenewal.
3. The Subcontractor shall maintain continuous adequate comprehensive general liability insurance, including bodily injury, property damage, personal and advertising injury, and products and completed operations, during the existence of this subcontract and any renewal(s) and extension(s) of it. This insurance will provide coverage for all claims that may arise from the services completed under this Contract, whether such services are by the Subcontractor or anyone employed by it. The Subcontractor shall set the limits of liability necessary to provide reasonable financial protections to the Subcontractor, the State, and the Contractor under this Contract to include no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000. Upon execution of this subcontract, the Subcontractor shall furnish the Contractor with verification supporting the determination and existence of such insurance coverage.
4. If any officer, employee, or agent of the Subcontractor, at all tiers, operates a motor vehicle in the course of the performance of the duties of the Subcontractor, the Subcontractor shall provide proof to the Contractor of comprehensive automobile liability insurance coverage of no less than \$300,000 per occurrence with a minimal annual aggregate of no less than \$1,000,000.

5. If any officer, employee, or agent of the Subcontractor, at all tiers, provides any professional services or provides or administers any prescription drug or medication or controlled substance in the course of the performance of the duties of the Subcontractor, the Subcontractor shall provide proof to the Contractor of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all Subcontractor employees with coverage of no less than \$300,000 per occurrence and a minimal annual aggregate of no less than \$1,000,000.
6. To the extent and degree required by law, the Subcontractor shall self-insure or maintain Workers Compensation Insurance (WCI) covering its employees connected with the services provided hereby. The Subcontractor shall require any of their subcontractors provide WCI for its employees absent coverage by the Subcontractor's WCI.
7. The Subcontractor will, for itself if providing Cyber/Network solutions or handling confidential information, secure and maintain, and ensure any subcontractor providing Cyber/Network solutions or handling confidential information, secure and maintain liability insurance, written on an occurrence basis, covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information with minimum limits. The Subcontractor shall set the limits of liability necessary to provide reasonable financial protections to the Subcontractor, the State, the Department and the Contractor under this Contract.

#### E. Employment Screening

1. Subcontractor and staff shall comply with the staffing qualifications and requirements of this Contract and as required by applicable law, rule or regulations, including without limitation the regulations of the Department and § 448.095(5), F.S.
2. As described in CFOP 60-25, Chapter 2 (implementing § 110.1127, F.S.), as a condition of initial and continued employment, the Subcontractor shall ensure all staff, whether employees or independent contractors, are screened by the Department in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards in § 435.04, 110.1127, and 39.001(2), F.S., including:
  - a. Employment history checks
  - b. Fingerprinting for all criminal record checks
  - c. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement
  - d. Federal criminal records checks through the Federal Bureau of Investigation via the Florida Department of Law Enforcement
  - e. Security background investigation to include criminal records checks by local law enforcement agencies
3. Prior to hiring and if the applicant has previously worked for the Department, the Subcontractor shall submit a check with the Office of the Inspector General (OIG) using the OIG's Request for Reference Check (Form CF 774) to determine if the individual is or has been the subject of an investigation with the OIG.

4. The Subcontractor will ensure that the standards for mental health personnel are used for Level 2 screening as set forth in Chapter 435 and § 408.809, F.S., except as otherwise specified in §§ 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.
5. Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Contractor for violation of § 274A of the Immigration and Nationality Act. The Subcontractor and its subcontractors will enroll in and use the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employees assigned to this Contract means all persons employed or assigned (including subcontractors) by the Subcontractor or a subcontractor of the Subcontractor during this Contract term to perform work pursuant to this Contract within the United States and its territories.

#### F. Client Eligibility

1. The Subcontractor shall ensure that all persons served under this subcontract are eligible pursuant to § 394.674, F.S., and that services provided are allowable and 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.
2. The Subcontractor shall give priority in service provision to those identified by the state or federal law as requiring priority, including, but not limited to, those populations listed below.
  - a. Pursuant to 45 CFR § 96.131, the Subcontractor shall prioritize admissions with pregnant women that inject drugs first, pregnant women second, all other individuals that inject drugs third, followed by all other individuals.
  - b. Pursuant to 45 CFR § 96.126, Subcontractors treating injection drug users shall comply with the provision of interim services for injection drug users. If the clinically appropriate services cannot be provided for a pregnant woman, interim services shall be provided no later than 48 hours after the woman seeks treatment.
  - c. For individuals not enrolled in Medicaid or another insurance program or who require services that are not paid by another payor, the Subcontractor shall prioritize services to families with children that have been determined to require substance abuse and mental health services by child protective investigators and also meet the target populations listed below:
    - i. Parents or caregivers in need of adult mental health services pursuant to § 394.674(1)(a)2., F.S., based upon the emotional crisis experienced from the potential removal of children; or
    - ii. Parents or caregivers in need of adult substance abuse services pursuant to § 394.674(1)(c)3., F.S., based on the risk to the children due to a substance use disorder.
3. The Subcontractor shall further prioritize the following populations:
  - a. Individuals who reside in civil and forensic State Mental Health Treatment Facilities;

- b. Individuals who are at risk of being admitted into a civil or forensic State Mental Health Treatment Facility;
- c. Individuals who are voluntarily admitted, involuntarily examined, or placed under Part I, Chapter 394, F.S.;
- d. Individuals who are involuntarily admitted under Part V, Chapter 397, F.S.;
- e. Residents of assisted living facilities as required in §§ 394.4574 and 429.075, F.S.;
- f. Children referred for residential placement in compliance with 65E-9.008, F.A.C; and
- g. Inmates approaching the Expiration of Sentence pursuant to Children and Families Operating Procedure (CFOP) 155-47: "Processing Referrals from the Department of Corrections."

G. Compliance with Standard Federal Provisions

1. Subcontractor agrees to comply with federal grant requirements, as applicable, and 2 CFR, Part 200. Requirements include but are not limited to:
  - a. If this Contract contains \$10,000 or more of Federal Funds, the Subcontractor shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in 41 CFR, Part 60, if applicable.
  - b. If this Contract contains over \$150,000 of Federal Funds, the Subcontractor shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 USC §7401 et seq.), §508 of the Federal Water Pollution Control Act, as amended (33 USC §1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Subcontractor shall report any violations of the above to the Department and the Contractor.
  - c. If this Contract provides services to children up to age 18, the Subcontractor shall comply with the Pro-Children Act of 1994 (20 USC §6081 et seq). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.
  - d. In accordance with 2 CFR, Part 180 and Executive Orders 12549 and 12689, if the Subcontractor is a federal sub-recipient or pass-through entity, the Subcontractor shall register in the System for Award Management (SAM) at SAM.gov to get a unique entity ID.
  - e. Debarment and Suspension (Executive Orders 18549 and 18689)—Subcontractor agrees that they are not listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 18549 (3 CFR part 1986 Comp., p. 189) and 18689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 18549.
  - f. If the Subcontractor is a federal subrecipient or pass-through entity, the Subcontractor and its subcontractors who are federal subrecipients or pass-through entities must determine if its subcontracts are being awarded to a "contractor" or a "subrecipient", as



compliance with SAMHSA Charitable Choice provisions and the implementing regulations of 42 CFR Part 54a;

- b. Compliance with 42 CFR 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 SUPTRS block grant funding for the purpose of primary prevention of substance use, compliance with 45 CFR § 96.125;
- e. Subcontractors that receive block grant funding must comply with monitoring of block grant requirements and activities;
- f. Subcontractors that receive SUPTRS and CMHS block grant funding must comply with state or federal requests for information related to the block grant.
- g. Subcontractors that provide treatment services must discuss with individuals with opioid use disorders or alcohol use disorders the option of medication-assisted treatment using FDA-approved medications, which includes but is not limited to methadone, buprenorphine-based products and naltrexone for opioid use disorders and disulfiram and acamprosate products for alcohol use disorders.
- h. Subcontractors that provide treatment services shall actively link individuals to medication-assisted treatment providers upon request from the individual served.
- i. Subcontractor's that provide treatment services are prohibited from automatic discharges or discontinuation of medications as a consequence of continued substance use or positive drug tests, unless the combination of substances used is medically contraindicated.
- j. Subcontractors that receive block grant funding for the purpose of treatment services are prohibited from denying an eligible individual access to the Subcontractors program or services based on the individual's current or past use of FDA-approved medications for treatment of substance use disorders. To include, but not limited to:
  - i. The Subcontractor's programs and services cannot prevent an individual from participating in methadone treatment rendered in accordance with current federal and state methadone dispensing regulations from an Opioid Treatment Program when ordered by a physician who has evaluated the client and determined that methadone is an appropriate medication treatment for the individual's opioid use disorder;
  - ii. Permit the individual to access medications 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. The Subcontractor's program is prohibited from placing caps or limits on the length of medication-assisted treatment, except for limits imposed by a documented lack of eligible public funds.
- vi. The Subcontractor's program is prohibited from requiring mandatory counseling participation and mandatory self-help group participation 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 65D-30.0142(2)(o) and 65D-30.0142(2)(q)2.a., F.A.C.

#### H. 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, all of which are incorporated into this subcontract. Provision headings in the Master Contract include but are not limited to:
  - a. Legal Compliance
  - b. Certifications and Attestations
  - c. Records, Audits and Data Security
  - d. Inspections, Penalties, and Termination
  - e. Health Insurance Portability and Accountability Act (HIPAA)
  - f. Unauthorized Aliens
  - g. Public Entity Crime and Discriminatory Contractors
  - h. Federal Whistleblower Requirements
  - i. Client Risk 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.
3. Subcontractor agrees that no State funding under this Contract is being provided for promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" (DEI). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.
4. In accordance with § 787.06(13), F.S., under penalty of perjury, the Subcontractor's duly authorized official and signatory hereof declares the Subcontractor does not use coercion for labor or services as those terms are defined in § 787.06(2), F.S.
5. The Subcontractor represents and warrants that no part of the funding under this Contract will be used in violation of any federal or state law, including, but not limited to, 8 USC § 1324 or 8 USC § 1325, or to aid or abet another in violating federal or state law. The Contractor may terminate this Contract at any time if the Subcontractor violates, or aids or abets another in violating, any state or federal law.

6. In accordance with § 394.9082 (5)(x), F.S., the Subcontractor will use person-first language and trauma-informed responsive care among peer organizations and family members, including, but not limited to, through training and sharing best practices. For purposes of this paragraph, the term “person-first language” means language used which emphasizes the patient as a person rather than that patient’s disability, illness, or condition.
7. In accordance with § 394.9082 (5)(y), F.S., the Subcontractor must use the most recent version of the Daily Living Activities 20 (DLA-20) functional assessment tool, unless the Department specifies in rule the use of a different assessment tool.

I. Mandatory Reporting Requirements

1. The Subcontractor shall comply with and inform its employees of the following mandatory reporting requirements.
  - a. The Subcontractor will comply with CFOP 180-4 and 215-6, as well as CFC’s Subcontractor Reporting to CFC Incident Reporting and Management System (IRMS) policy. The Subcontractor shall enter an incident report into the Incident Reporting and Analysis System (IRAS) system under the Other category if the issue has, or is likely to have, a significant impact on individuals served, the Department, the Contractor, or the Subcontractor or if the issue has resulted in or is likely to result in media reports.
  - b. The Subcontractor shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number 1-800-96ABUSE (1-800-962-2873).

J. Records, Retention, Audits, Inspections and Investigations

1. The Subcontractor will establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Contractor under this Contract. Upon demand, at no additional cost to the Contractor, the Subcontractor shall facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in J.2. of this Contract. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Contractor.
2. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Subcontractor during the term of this Contract and retained for six (6) years after completion of this Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Contractor.
3. At all reasonable times, for as long as records are maintained, persons duly authorized by the Contractor and State and Federal auditors, pursuant to § 216.1366, F.S. and CFR § 200.337, shall be allowed full access to and the right to examine any of the Subcontractor’s contracts and related records and documents, regardless of their form.

4. The Subcontractor shall not withhold any record or attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

K. Property

1. The following only applies to this Contract if funded by state financial assistance.
2. The word "property" in this section means equipment, fixtures, and other property of a nonconsumable and nonexpendable nature, the original acquisition cost or estimated fair market value of which is \$5,000 or more and the normal expected life of which is one year or more. This definition also includes hardback-covered bound books circulated to students or the general public, the original acquisition cost or estimated fair market value of which is \$25 or more, hardback-covered bound books, the cost or value of which is \$250 or more, and all computers.
3. Each item of property which it is practicable to identify by marking will be marked in the manner required by the Auditor General. Each custodian will maintain an adequate record of property in his or her custody, which record will contain such information as will be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian will take an inventory of property in his or her custody. The inventory will be compared with the property record, and all discrepancies will be traced and reconciled. All books identified by these records as missing will be traced and reconciled, and the library inventory shall be adjusted accordingly.
4. If any property is purchased by the Subcontractor with funds provided by this Contract, the Subcontractor will inventory all nonexpendable property including all computers. A copy of the inventory will be submitted to the Contractor along with the expenditure report for the period in which it was purchased. At least annually the Subcontractor will submit a complete inventory of all such property to the Department whether new purchases have been made or not.
5. The inventory will include: the identification number; year and/or model, a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the Vehicle Identification Number (VIN) and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost.
6. The Contract Manager must provide disposition instructions to the Subcontractor prior to the End Date. The Subcontractor cannot dispose of any property reverting to the Contractor without the Contract Manager's approval. The Subcontractor will furnish a closeout inventory no later than 30 days before the completion or termination of this Contract. The closeout inventory will include all nonexpendable property including all computers purchased by the Subcontractor. The closeout inventory will contain the same information required by the annual inventory.
7. The Subcontractor hereby agrees all inventories required by this Contract will be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property

item is not available at the time of inventory, an estimated value will be agreed upon by both the Subcontractor and the Contractor and will be used in place of the original acquisition cost.

8. Title (ownership) to and possession of all property purchased by the Subcontractor pursuant to this Contract vests in the Contractor upon completion or termination of this Contract.
9. During the term of this Contract, the Subcontractor is responsible for insuring all property purchased by or transferred to the Subcontractor is in good working order. The Subcontractor hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title.
10. The Subcontractor is responsible for repaying to the Contractor, the replacement cost of any property inventoried and not transferred to the Contractor upon completion or termination of this Contract. When property transfers from the Subcontractor to the Contractor, the Subcontractor is responsible for paying for the title transfer.
11. If the Subcontractor replaces or disposes of property purchased by the Subcontractor pursuant to this Contract, the Subcontractor is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Subcontractor's annual inventory.
12. An amended budget approved by CFC is required prior to the purchase of any property item not specifically listed in the originally approved budget.

#### L. Information Security

1. The Subcontractor shall comply and ensure their subcontractors providing services under this Contract comply with the following information security requirements whenever the Subcontractor or its subcontractors have access to the Contractor's or the Department's information systems or maintains any client or other confidential information in electronic form.
2. The Subcontractor shall designate an Information Security Officer competent to liaise with the Contractor on security matters and maintain an appropriate level of information security for the Contractor's and the Department's information systems, or any client or other confidential information the Subcontractor is collecting or using in the performance of this Contract.
3. An appropriate level of security includes approving and tracking all who request or have access, through the Subcontractor's access, to Contractor or the Department's information systems or any client or other confidential information.
4. The Information Security Officer will ensure any access to the Contractor's or the Department's information systems or any client or other confidential information is removed immediately upon such access no longer being required for the Subcontractor's performance under this Contract. For systems in which the Subcontractor possesses no user access controls, immediate notification to the Contractor's Information Security Officer is required to ensure termination.

5. The Subcontractor shall provide the Department's latest security awareness training to all persons prior to granting access to the Contractor's or the Department's information systems or any client or other confidential information.
6. The Subcontractor shall require all persons granted access to comply with, and be provided a copy of, CFOP 50-2, and sign the Department's Access Confidentiality and Nondisclosure Agreement (Form CF 0112) annually.
7. The Subcontractor shall prevent unauthorized disclosure or access, from or to, the Contractor's and/or the Department's information systems or client or other confidential information. Client or other confidential information on systems and network capable devices will be encrypted per CFOP 50-2.
8. The Subcontractor shall notify their CFC Contract Manager and submit an incident report into CFC's data system IRMS as soon as possible but no later than one (1) business day following the determination of any potential or actual unauthorized disclosure or access to the Contractor's or the Department's information systems or to any client or other confidential information.
9. The Subcontractor shall, at its own cost, comply with § 501.171, F.S.
10. The Subcontractor shall also, at its own cost, implement measures deemed appropriate by the Contractor to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to the Contractor's or the Department's information systems or to any client or other confidential information.
11. The Subcontractor's confidentiality procedures shall be at least as protective as the most recent version of the Department's security policies and comply with any applicable professional confidentiality standards

M. Sponsorship

1. As required by § 286.25, F.S., if the Subcontractor is a non-governmental organization which sponsors a program financed wholly or in part by funds through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by CFC, Inc. and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as that used for CFC, Inc.
2. The Subcontractor shall submit any such publicity, advertising, social media platforms or sponsorship description to their assigned CFC Contract Manager for written approval prior to printing or publishing.
3. If the sponsorship reference is in printed or visual material, the placement, size and usage of the CFC and Department logos will be approved by CFC's Contract Manager. The content of the material wherein the Contractor's sponsorship is described shall be approved by the CFC CEO or COO.

N. Hold Harmless and Indemnify

1. Subcontractor shall indemnify, defend, and hold harmless the Contractor, the State of Florida, the Department, and their officers, agents, and employees, from suits, actions,

damages, and costs of every name and description, including any and all attorney's fees, arising from or relating to any alleged act or omission by Subcontractor, its officers, employees, agents, partners, subcontractors, assignees, or delegees alleged caused in whole or in part by Subcontractor, its agents, employees, partners or subcontractors; provided, however, that Subcontractor will not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of Contractor, the State of Florida, or the Department.

2. Contractor shall defend, hold harmless, and indemnify the Subcontractor, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, arising from or relating to any alleged act or omission by the Contractor, their officers, employees, agents, partners, subcontractors, assignees, or delegees alleged to have caused in whole or in part by contracted entities, their agents, employees, partners or subcontractors; provided, however, that contracted entities will not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of the Contractor. The Contractor shall indemnify, defend, and hold harmless the Subcontractor from the consequences of such a breach.

O. Independent Contractor, Assignments and Subcontractors

1. In performing its obligations under this Contract, the Subcontractor is an independent contractor and not an officer, employee or agent of the Contractor. The Subcontractor, its agents, employees, subcontractors or assignees shall not represent to others they are agents of or have authority to bind by virtue of this Contract, unless specifically authorized to do so.
2. The Contractor will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Subcontractor or its subcontractors or assignees, unless specifically agreed to by the Contractor in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Subcontractor, the Subcontractor's officers, employees, agents, subcontractors, or assignees are the sole responsibility of the Subcontractor and its subcontractors. No joint employment is intended and regardless of any provision directing the manner of provision of services, the Subcontractor and its subcontractors alone are responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.
3. Subcontractor may not assign the responsibility of this 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.
4. The Subcontractor is responsible for all work performed pursuant to this subcontract whether actually furnished by the Subcontractor or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Subcontractor further agrees the Contractor shall not be liable to the subcontractor in any way or for any reason relating to this subcontract.
5. The Subcontractor shall include the substance of all clauses contained in this Contract relevant to subcontractor compliance in all subcontracts.

P. Financial Penalties for Failure to Take Corrective Action

1. In accordance with the provisions of § 402.73(1), F.S. and Rule 65-29.001, F.A.C., corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this subcontract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.
2. The increments of penalty imposition that shall apply, unless the Contractor determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
3. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.
4. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment, the Contractor may deduct the amount of the penalty from invoices submitted by the Subcontractor.

Q. 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 subcontract 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.

R. Termination

1. Conditions governing the termination of this subcontract include:
  - a. 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.

b. Termination for Lack of Funds.

Termination for lack of funds, when such termination has been affected on the Contractor by the Department for the Master Contract, shall be accomplished by the Contractor with no less than twenty-four (24) hour notice in writing.

c. 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, but is not limited to, any of the following events:

- i. 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.
- ii. If the Subcontractor is placed on any of the Scrutinized Vendor Lists for the State of Florida or found to have submitted a false certification under § 287.135, F.S.
- iii. If Subcontractor is barred, suspended, or otherwise prohibited from doing business with any government entity in accordance with § 287.133, F.S.
- iv. If the Subcontractor, or any of its officers or directors, is under investigation or indictment for criminal conduct, or has been convicted of, pled guilty or no contest to, or otherwise admitted to any criminal offense involving moral turpitude, fraud, or any act that adversely reflects on the Subcontractor's integrity, ability to manage public funds, or capacity to perform obligations under this Contract.
- v. If the Subcontractor has had a contract terminated by the Contractor or the Department for failure to satisfactorily perform or for cause.
- vi. If the Subcontractor becomes ineligible for contracting pursuant to § 215.473(2), F.S.
- vii. 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 within 180 days after the commencement thereof.
- viii. 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.

ix. If the Subcontractor fails to fully cure noncompliance within the time specified in a Notice of noncompliance issued by the Contractor specifying the nature of the noncompliance and the actions required to cure such noncompliance. The Contractor's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Contractor's waiver of any one breach of any provision of this Contract is not a waiver of any other breach and neither event is a modification of the terms and conditions of this Contract.

2. Notification of termination by the Subcontractor shall include a summary of existing services funded by Contractor and any loss of service anticipated to impact persons served. Such notice shall also include whether any property is required to be transferred to Contractor per the Department's Guidance Document 2 and 65E-14, F.A.C.

S. Continuation of Services

The Subcontractor shall work with the Contractor prior to termination of this Contract 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. The Subcontractor shall provide the Contractor with a list of all individuals served who will be impacted by termination of the contract and shall provide updates on the status of each individual's transition to other services as requested by the Contractor. The Subcontractor shall, without additional compensation, complete all actions necessary to smoothly transition service to a new provider, including following all requirements of Contractor's Termination of Subcontract Agreements policy.

T. Curative Clause

1. 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.
2. Dispute resolution processes shall in no way impact on the ability of the Subcontractor or the Contractor to exercise the right to terminate this contract under clause R.1. of this subcontract.

U. 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 GHME2 or any of its subsequent renewals or amendments.
4. Any documents incorporated by reference into Master Contract GHME2 or any of its subsequent renewals or amendments.

V. Effective and Ending Dates

This is a multi-year subcontract for 36 months, with an effective date of 7/1/2023. It shall end at midnight, local time in Orlando, Florida, on 6/30/2026.

W. Renewals

This contract may not be renewed.

X. 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. This is not an exclusive list of all documents incorporated by reference. Any hyperlinks in this subcontract existed at the time of this subcontract's entry. It is the Subcontractor's duty to stay abreast of any updates to such hyperlinks without amending this subcontract.

**Attachment I**, Special Provisions

**Attachment II**, Audit Attachment

**Attachment III**, Certificate Regarding Lobbying

**Attachment IV**, Certification Regarding Debarment

**Attachment V**, Business Associate Agreement

**Exhibit A**, Target Population and Performance Measures

**Exhibit B**, Required Reports

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

**Exhibit D**, Standards for Mental Health Individual Served Records

**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**, Reference Guide for State Expenditures

**Incorporated by Reference Document 5**, Financial and Services Accountability Management System (FASAMS) Pamphlet 155-2

**Incorporated by Reference Document 6**, Chapter 65E-14, F.A.C.

**Incorporated by Reference Document 7**, CFC Access to Care, Waiting List and Capacity Management Policy

**Incorporated by Reference Document 8**, Department Guidance Document 2 – Tangible Property Requirements

**Incorporated by Reference Document 9**, Department Guidance Document 22 – Federal Grant Financial Management Requirements

**Incorporated by Reference Document 10**, Department Guidance Document 24 - Performance Outcomes Measurement Manual

**Incorporated by Reference Document 11**, Department Guidance Document 25 - National Voter Registration Act

**Incorporated by Reference Document 12**, Department Guidance Document 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 56-page contract to be executed on the date and year below.

## **ATTACHMENT I SPECIAL PROVISIONS**

### **A) Complaints and Grievances**

- a. Each subcontractor is responsible for processing, monitoring, and documenting complaints and grievances received, subsequent investigations of the complaint or grievance, and for responding to complainants in a timely manner.
- b. All subcontractors are required to include in their policies and procedures, client handbooks, brochures, posters and website CFC's 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 CFC 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. Subcontractors shall ensure each of their staff members funded by CFC complete DCF's Support to the Deaf and Hard of Hearing Attestation Form annually. Subcontractors with fifteen (15) or more staff members are also required to report monthly to HHS information about Auxiliary Aid services provided at [https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form\\_login.html](https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html).

### **C) Training and Quality**

- a. Subcontractor shall provide the managing entity with their full accreditation and licensing reports upon request.
- b. Subcontractor agrees to participate in network training events.
- c. Subcontractor agrees to follow the procedures outlined in the managing entity's subcontractors 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 subcontract with CFC. Unaccredited providers must implement Commission on Accreditation of Rehabilitation Facilities (CARF) Standards for Unaccredited Participating Providers by the second year of subcontract execution.

## **ATTACHMENT I SPECIAL PROVISIONS**

### **D) Finance and Accounting**

- a. The Subcontractor shall review and approve the Funding Detail within CFC's designated electronic system. The Funding Detail must accurately reflect the current year's negotiated contract amounts, rates and services and shall be updated periodically throughout the contract term to ensure alignment with the services and funding allocated under this Contract.
- 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 CFC. 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 CFC with an updated copy of said Cost Allocation Plan no later than thirty (30) days after its implementation by Subcontractor.
- c. Subcontractor understands there are limits to the administrative costs that can be allocated to its CFC funded activities. Subcontractor is required to comply with certain maximum administrative costs percentage for its CFC funding. Within the definitions of its Cost Allocation Plan, Subcontractor is required to allocate administrative costs to its CFC funded activities such that said costs do not exceed ten percent (10%).
- d. Each month, Subcontractor is required to review and approve the invoice provided by CFC by returning the invoice to CFC with a signature via the electronic system utilized by CFC to receive and track receipt of required contract documents, to include reporting of sliding fees collected. The invoice shall be signed and returned within five (5) business days following receipt of the invoice from CFC.
- e. Subcontractor shall analyze utilization at minimum quarterly and notify CFC 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 subcontract 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, as applicable to the program areas funded under this subcontract:

Group 1: Adult Mental Health (AMH)

## ATTACHMENT I SPECIAL PROVISIONS

- Group 2: Adult Substance Abuse (ASA)
- Group 3: Children Mental Health (CMH)
- Group 4: Children Substance Abuse (CSA).

Subcontractors shall administer the CPSSS on an ongoing basis. Subcontractors who are required to submit 12 or more CPSSS during the fiscal year are expected to submit surveys to the Department at least monthly for processing. All surveys for the fiscal year shall be submitted by June 30 to count toward annual performance measures. Surveys shall be submitted by September 30, December 31 and March 31 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 subcontract.

### F) Data Systems

Subcontractors shall use the following data systems, as applicable, including any future enhancements or modifications to those data systems or transitions to replacement data systems for the existing systems. Subcontractors are responsible for maintaining the capacity and training to use the data systems. Any individual with access to confidential information and/or the Department (DCF) or CFC information systems is required to complete the Department's Security Awareness training and a HIPAA awareness training prior to system access, as well as annually thereafter. The subcontractor is responsible for submitting annually to the assigned CFC Contract Manager an attestation of compliance to these training requirements as well as compliance to the requirement for staff to annually complete the Department's Access Confidentiality and Nondisclosure Agreement (Form CF 0112).

Data System	Owner	Purpose	Clients whose services are paid in whole or in part by:	Technical Assistance Contact
a. IRMS	CFC	Not for reporting incidents but for documenting incident report updates	CFC	CFC Data or Compliance Departments
b. IRAS	DCF	Reporting critical incidents in accordance with CFOP 215-6	CFC and all other funders, if the incident relates to employee misconduct, safety issues, media or events that could negatively impact the Department, CFC, the	DCF helpdesk; CFC Compliance Department

**ATTACHMENT I  
SPECIAL PROVISIONS**

			Subcontractor or the individual served	
c. SANDR	DCF	Reporting seclusion and restraint in accordance with DCF PAM 155-2 Ch. 14	All funders	DCF helpdesk
d. SIPP	CFC	Web-based submission of application packets for SIPP	Medicaid Managed Care or CFC	CFC Data Department; CFC System of Care Manager
e. FSFN	DCF	Submission of Behavioral Health Consultant client progress updates	All funders	DCF helpdesk; CFC Chief Integration Officer
f. FivePoints/ Carisk	CFC	Web-based submission of:  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 CFC policy "Access to Care, Waiting List and Capacity Management"  5) Contract Financial Management in accordance with the User Manual	1) CFC and Local Match  2) All funders  3) All funders; Disclose PHI only for CFC funded clients  4) CFC and Local Match  5) CFC and Local Match	Five Points or Carisk helpdesk; CFC Chief Information Officer; CFC Contract Manager

**ATTACHMENT I  
SPECIAL PROVISIONS**

		6) Final service and client data submission for fiscal year-end by July 31.	6) CFC and Local Match	
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
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.	CFC	HSN
i. Concord Contract Management	CFC	Execute and maintain electronic contracts and manage contract lifecycle online.	CFC	CFC Contract Manager
j. Cognito	Cognito	Web-based application that allows for collection of information, including but not limited to: a. responses for information requested to complete required reports and ad hoc requests  b. NVRA Voter Registration Quarterly Activity Reports  c. Auxiliary Aid HHS Report	a. CFC  b. CFC and all other funders  c. CFC and all other funders	a. CFC Specified Department  b. CFC Risk Management Specialist  c. CFC Risk Management Specialist

**ATTACHMENT I  
SPECIAL PROVISIONS**

		<p>d. Incidental/ Residential/ Forensic/Civil Bed/ Pre-Authorization Form</p> <p>e. Report Tracking System (RTS) to be replaced by Carisk upon written notification from CFC</p>	<p>d. CFC</p> <p>e. CFC</p>	<p>d. CFC Risk Management Specialist/CFC Children’s Care Coordinator/CFC Forensic Coordinator/CFC System of Care Manager/CFC Risk Management Specialist</p> <p>e. CFC Contract Manager</p>
k. TANF	DCF	Submission of TANF eligibility/enrollment data including initial, redeterminations and discharges	CFC/TANF	CFC Chief Information Officer; CFC System of Care Manager
l. Web Infrastructure for Treatment Services (WITS)	DCF	Required demographic and assessment tool data entry for SOR funded clients.	CFC/State Opioid Response (SOR) Grant	CFC Chief Information Officer; CFC Contracts Director
m. Opioid Data Management System (ODMS)	DCF	Submission of required client and service data	CFC/Opioid Settlement Funds and all funds for Medication Assisted Treatment providers plus substance use peer recovery support providers	<a href="mailto:HQW.SAMH.Opioid.Data.Access.Support@myflfamilies.com">HQW.SAMH.Opioid.Data.Access.Support@myflfamilies.com</a>

## **ATTACHMENT I SPECIAL PROVISIONS**

### **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 CFR § 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 § 817.5681, F.S. The Subcontractor shall submit annually by July 30 to the Contract Manager an attestation of compliance to this requirement.

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 the Department or CFC information systems complete HIPAA training annually.

### **H) National Voter Registration Act (NVRA) of 1993**

All Network Subcontractors providing direct client services shall comply with the National Voter Registration Act (NVRA) of 1993, Pub. L. 103-31 (1993), §§ 97.021 and 97.058, F.S., and Rule 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 CFC.
- 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 CFC 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.

## **ATTACHMENT I SPECIAL PROVISIONS**

- e. Submit the voter registration forms to the Supervisor of Elections.

### **I) Exception Reporting**

Subcontractor shall comply with the CFC 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 CFC 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) Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) Outreach, Access, and Recovery (SOAR)**

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

## **ATTACHMENT I SPECIAL PROVISIONS**

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

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

### **M) Peer Services**

Subcontractors utilizing peer specialists funded by CFC shall follow all requirements of 397.417, F.S. The Subcontractor will not submit to CFC 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 CFC as specified in the Required Reports Exhibit of this subcontract.

## 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.

Yasmin Flasterstein

Co-Founder & Executive Director

*Yasmin Flasterstein*

Apr 22, 2026, 12:26 PM EDT

Name

Title

Signature

## **Attachment V Business Associate Agreement**

This Agreement contains the terms and conditions governing Central Florida Cares (CFC) 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 Subcontractor.
- 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 CFC.
- 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 Covered Entity;
- 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 Covered Entity, and (b) the Business Associate 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 CFC Contract Manager and submit an incident report into Covered Entity's data system IRMS as soon as possible, but no later than one (1) business day following the determination of any breach or potential breach of personal and confidential departmental data;
- f. Notify CFC Contract Manager within twenty-four (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 Covered Entity 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 30 days following the determination of any potential breach of personal or confidential departmental data as provided in § 817.5681, F.S.;
- i. Implement at Business Associate's own cost measures deemed appropriate by Covered Entity 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 Covered Entity;
- 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 must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate or subcontractors 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 Business Associate 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 Access Confidentiality and Nondisclosure Agreement Form CF 0112 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 Covered Entity'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 Covered Entity.

- b. The Business Associate may use Covered Entity's 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 Covered Entity 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 Covered Entity 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 Covered Entity with data analyses relating to the health care operations of Covered Entity (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 Covered Entity's knowledge of a material breach by the Business Associate, Covered Entity shall either:
  - i. Provide an opportunity for the Business Associate to cure the breach or end the violation. Covered Entity 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 Covered Entity; 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 Covered Entity 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 Covered Entity or, if permission is granted by Covered Entity, 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 Covered Entity or, if permission is granted by Covered Entity, 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

Central Florida Cares Health System,  
Inc

Chief Executive Officer

*Maria Bledsoe*

Apr 22, 2026, 12:30 PM EDT

**Business Associate**

Yasmin Flasterstein

Peer Support Space

Co-Founder & Executive Director

*Yasmin Flasterstein*

Apr 22, 2026, 12:26 PM EDT

**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	
<b>Adult Mental Health</b>	Residential Care	
	Outpatient Care	
	Crisis Care	
	State Hospital Discharges	
	Peer Support Services	26

**EXHIBIT A  
TARGET POPULATIONS AND  
PERFORMANCE MEASURES**

**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:

[https://www.myflfamilies.com/sites/default/files/2025-07/2025-2026%20Guidance%2024%20-%20Performance%20Measurement%20Manual\\_1.pdf](https://www.myflfamilies.com/sites/default/files/2025-07/2025-2026%20Guidance%2024%20-%20Performance%20Measurement%20Manual_1.pdf)

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

If the Subcontractor fails to perform in accordance with this Contract or fails to perform the minimum level of service required by this Contract, the Contractor will apply financial consequences as stated in the Subcontract between the Subcontractor and Central Florida Cares, P. Financial Penalties for Failure to Take Corrective Action and CFC's Policy on Subcontractor Compliance and Performance Improvement.

<b>Network Service Provider Performance Measures</b>	<b>Annual Target</b>	<b>Minimum Acceptable Performance</b>
<b>Adult Community Mental Health</b>		
Average annual days worked for pay for adults with severe and persistent mental illness	40	36
Percent of adults with serious mental illness who are competitively employed	24%	21.6%
Percent of adults with severe and persistent mental illnesses who live in stable housing environment	90%	81.0%
Percent of adults in forensic involvement who live in stable housing environment	67%	60.3%
Percent of adults in mental health crisis who live in stable housing environment	86%	77.4%

**EXHIBIT A  
TARGET POPULATIONS AND  
PERFORMANCE MEASURES**

<b>Network Service Provider Timely Access Measures</b>			
<b>Measure Description</b>	<b>Minimum Acceptable Performance</b>		
	<b>Effective 7/1/2025</b>	<b>Effective 7/1/2027</b>	<b>Effective 7/1/2029</b>
Appointments for urgent services (services needed to preclude a crisis) provided within 48 hours of a request.	70%	80%	90%
Appointments for rapid intervention for children, families, or individuals in distress or at risk for entry into foster care, justice systems or more intensive services within 72 hours from the date of a referral or request for assistance	70%	80%	90%
Appointments for outpatient follow-up services provided within 7 days after discharge from an inpatient or residential setting.	70%	80%	90%
Percent of adults in forensic involvement who live in stable housing environment	70%	80%	90%
Appointments for initial assessment are provided within 14 days of a request for treatment.	70%	80%	90%

<b>Network Service Provider Behavioral Health Quality Indicators Reporting</b>
<b>Measure Description</b>
Measure 1 – The number and percentage of individuals who are high utilizers of crisis behavioral health services.
Measure 2 – The number and percentage of individuals referred to outpatient behavioral health services after their discharge from a receiving or treatment facility, an emergency department under this chapter, or an inpatient or residential licensed service component under chapter 397 and who begin receiving such services within 7 days after discharge.
Measure 3 – The average wait time for initial appointments for behavioral health services, categorized by the type of service.
Measure 4 – The number and percentage of individuals with significant behavioral health symptoms who are seeking urgent but noncrisis acute care and who are scheduled to be seen by a provider within 1 business day after initial contact with the provider.
Measure 5 – The number and percentage of emergency department (ED) visits per capita for behavioral health-related issues.
Measure 6 – The incidence of medication errors (for DCF funded clients).
Measure 7 – The number and percentage of adverse incidents, including, but not limited to, self-harm, occurring during inpatient and outpatient behavioral health services.
Measure 8 – The number and percentage of individuals with co-occurring conditions who receive integrated care.
Measure 9 – The number and percentage of individuals discharged from a receiving or treatment facility under this chapter or an inpatient or residential licensed service component under chapter 397 who successfully transition to ongoing services at the appropriate level of care.

\*Minimum performance measures

## EXHIBIT B: REQUIRED REPORTS

Report Name	Sub-reports	Citation	Frequency	Due (Calendar days unless otherwise specified)	Applicability
988 Monthly Performance Measures Report		Guidance 43	Monthly	by the tenth (10th) day following the month of services	Yes - if contracted for 988 services
Accreditation Certificates and Reports		Attachment I, section C)	Once	by contract execution or within 10 days of receipt of accreditation/reaccreditation certificate/report	Yes
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
Assisted Outpatient Therapy (AOT) Monthly Census		CFC 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 - Compliance to the Medication Access and Training Expansion (MATE) Act		Guidance Document 42 Consolidated Appropriations Act, 2023, Pub. L. No. 117-328, 136 Stat. 4459 (Dec. 29 2022) CFC Specific Attestation Format	Annually	30 days after contract execution and July 30 annually thereafter	Yes - if CFC funds prescribed medications and/or provider prescribes medications for opioid use disorder
Attestation - Emergency Preparedness Plan training for staff		Master Contract 9.2	Annually	30 days after contract execution	Yes
Attestation - Exception Report		Exception Reports and Payments Memo Exception Reports Guide	Quarterly	Quarterly by October 10, January 10, April 10, July 10	Yes - if submit data into CFC's data system
Attestation - Foundations of Disability Rights training for direct service employees and Serving Our Customers Who Are Deaf and Hard of Hearing for SPOC Designees		Section 504, ADA CFOP 60-10 CFOP 60-16	Annually	30 days after contract execution and July 30 annually thereafter	Yes
Attestation - Health Insurance Portability and Accountability Act (HIPAA) training for any employees with access to DCF/CFC 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
Attestation - Non-Disclosure Forms and Security Training for any employees with access to DCF/CFC information systems and/or access to client or other confidential information.		CFOP 50-2 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 and as refresher trainings become available		Guidance 35 CFC Specific Attestation format	Annually	30 days after contract execution and July 30 annually thereafter	Yes - for direct service providers
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 CFC	Yes - if 15 or more employees
Behavioral Health Quality Indicators Report (HB633)		GHME2 C.1.4.18 and E.2, Table 4a CFC Template	Monthly	by the tenth (10th) day following the month of services	Yes - if contracted to provide client specific services
Behavioral Health Consultant (BHC) Monthly Report		CFC 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
CAT Appendix 1		Guidance 32	Monthly	by the tenth (10th) day following the month of services	Yes - if contracted for CAT services
CAT Appendix 2		Guidance 32	Quarterly	Quarterly by October 10, January 10, April 10, July 10	Yes - if contracted for CAT services
CAT Appendix 3		Guidance 32	Quarterly	Quarterly by October 10, January 10, April 10, July 10	Yes - if contracted for CAT services
CAT Census		CFC Specific	Monthly	by the tenth (10th) day following the month of services	Yes - if contracted for CAT services
CAT Vacant Position Report		CFC Specific	Monthly	by the tenth (10th) day following the month of services	Yes - if contracted for CAT services

## EXHIBIT B: REQUIRED REPORTS

Report Name	Sub-reports	Citation	Frequency	Due (Calendar days unless otherwise specified)	Applicability
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 Department 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 Form CF 946	Annually	30 days after contract execution and July 15 annually thereafter	Yes - if 15 or more employees
Community Competency Restoration Training Tracking Report		CFC 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 Appendix 4	Monthly	by the fifth (5th) day following the month of services;	Yes
Coordinated Opioid Recovery (CORe) Quarterly Data and Narrative Reports		Guidance 41 Template 37 Template 38	Quarterly	Quarterly by October 10, January 10, April 10, July 10	Yes - if a Medication Assisted Treatment (MAT) provider, Substance Use treatment provider supporting MAT services, or a Substance Use Peer Recovery Support provider
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
Current licenses		65E-14.021, FAC	As Needed	30 days after contract execution and ongoing upon renewal of expired licenses	Yes
EOG/OPB Specific Appropriation Provisos- Return on Investment (ROI)- Actuals		Master Contract C2.6	Quarterly	Quarterly by October 10, January 10, April 10, July 10	Yes - if contracted for an EOG project
FACT Ad Hoc Quarterly Report		Guidance 16	Quarterly	Quarterly by October 10, January 10, April 10, July 10	Yes - if contracted for FACT services
FACT Enhancement (Incidentals) Reconciliation Report to include case manager certifications, as required		Guidance 16	Monthly	by the fifth (5th) day following the month of service	Yes - if contracted for FACT services
FACT Monthly Reports (Vacant Positions, Weekly Enrollment Report, Census, Waitlist, Output and Outcomes)		Guidance 16	Monthly	by the fifth (5th) 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
Final data submission for fiscal year end		CFC Specific	Annually	July 31 each year of the contract period	Yes
Financial Reports - Quarterly	includes: --General Ledger Trial Balance --Balance Sheet --Program Level Income Statement	CFC Specific	Quarterly	30 days after the end of each quarter.	Yes - if annual contract amount is \$200,000 or more
First Episode Psychosis (FEP) Monthly Report		CFC Specific	Monthly	by the tenth (10th) day following the month of services	Yes - if contracted for FEP services
Fiscal Reports - Final	includes: --Personnel Detail Record --Projected Cost Center Operating & Capital Budget --Agency Capacity Report --Budget Narrative	65E-14.021(5)(e)1, FAC GHME2 section C.1.5.6.	Annually	30 days after contract execution and annually thereafter by 7/31	Yes
Fiscal Reports - Proposed	includes: --Personnel Detail Record --Projected Cost Center Operating & Capital Budget --Agency Capacity Report --Budget Narrative	65E-14.021(5)(e)1, FAC	Once	March 1 prior to contract expiration	Yes
FMT Monthly Census		CFC Specific	Monthly	by the tenth (10th) day following the month of services	Yes - if contracted for FMT services
FMT Quarterly Report		CFC Specific	Quarterly	Quarterly by October 10, January 10, April 10, July 10	Yes - if contracted for FMT services
FMT Vacant Position Report		CFC Specific	Monthly	by the tenth (10th) day following the month of services	Yes - if contracted for FMT services

## EXHIBIT B: REQUIRED REPORTS

Report Name	Sub-reports	Citation	Frequency	Due (Calendar days unless otherwise specified)	Applicability
Incident Report	Report only those incidents that involve persons served that are funded partially or in whole by CFC 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		CFC Specific	Monthly	by the fifth (5th) day following the month of services	Yes
Independent Financial Audit/Federal Single Audit	Includes any management letters issued and proof of submission to the Federal Audit Clearinghouse	65E-14.003, FAC 2 CFR §§ 200.500-200.521 §215.97(2), F.S.	Annually	180 days after end of provider fiscal year, submitted in accordance with Attachment II	Yes - if receive \$750,000 or more annually in state or \$1,000,000 or more annually in federal funds
Insurance Certificates	includes general liability, auto liability, and professional liability with DCF and CFC named as additionally insured as well as workers' compensation, cyber/network security and privacy liability and medical practice liability, as applicable.	GHME2 Section 4.8 and A.4.2	Annually	March 1 prior to contract execution and ongoing upon renewal of expired certificates	Yes - as applicable per Section D. of the Subcontract Agreement
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)
Invoice Support - Form CF-MH 1040		65E-14.020, FAC	Monthly or Quarterly	by the fifth (5th) day following the month of service for monthly reconciliation or quarterly by October 5, January 5, April 5, July 5 for those with a quarterly reconciliation	Yes - if paid on a cost reimbursement basis with monthly or quarterly reconciliation (bundled fee for service)
Invoice Supporting Documentation			As Requested		
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 CFC contract requires local match
Monitoring/Regulatory Reports from non-CFC funders specific to the overall organization or the programs funded by CFC		CFC Specific	Annually	June 30 each year of the contract period to reflect all monitoring reports received during the contract year	Yes
Monthly Data			Monthly	by the fifth (5th) day following the month of services, submitted to CFC's data system	Yes
MRT Census		CFC Specific	Monthly	by the tenth (10th) day following the month of services	Yes - if contracted for MRT services
MRT Outcomes Report		CFCHS Specific	Monthly	by the tenth (10th) day following the month of services	Yes - if contracted for MRT services
MRT Vacant Position Report		CFC Specific	Monthly	by the tenth (10th) day following the month of services	Yes - if contracted for MRT services
Network Provider Contact List		CFC 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
Opioid Data Management System (ODMS)		Guidance 41	Monthly	the eighteenth (18th) day following the month of services	Yes - if receiving Opioid Settlement Funding
Other Reports as Requested			As Needed		
PATH Annual Report		Guidance 15	Annually	November 1 annually, submitted to <a href="https://www.pathpdx.org/">https://www.pathpdx.org/</a>	Yes - if contracted for PATH services
PATH Intended Use Plan (IUP)		Guidance 15	Annually	August 30 of each year during the contract period	Yes - if contracted for PATH services
PATH Summary Information		Guidance 15	Quarterly	Quarterly by October 10, January 10, April 10, July 10, submitted to <a href="https://www.pathpdx.org/">https://www.pathpdx.org/</a>	Yes - if contracted for PATH services
Peer Log		CFC Specific	Monthly	by the fifth (5th) day following the month of services	Yes - if CFC funds any peer specialists
PPG Financial Status Report		Guidance 14	Annually	July 31 each year of the contract period	Yes - if contracted for PPG services
PPG Program Status Report		Guidance 14	Quarterly	Quarterly by October 10, January 10, April 10, July 31	Yes - if contracted for PPG services

## EXHIBIT B: REQUIRED REPORTS

Report Name	Sub-reports	Citation	Frequency	Due (Calendar days unless otherwise specified)	Applicability
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 CFC 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
Provider Tangible Property Inventory Form		Guidance 2 Template 1	Annually	30 days after contract execution and July 30 annually thereafter	Yes
Report of aggregate quarterly National Voter Registration Activity (NVRA)		Guidance 25 (form DS-DE13)	Quarterly	Quarterly by October 5, January 5, April 5, July 5	Yes - if required by Attachment I of CFC contract
Representative Payee accounting documentation		5 CFR Part 849	Quarterly	Quarterly by October 10, January 10, April 10, July 10	Yes - if a representative payee
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 Access Request Form, Non-Disclosure Form, Security and HIPAA Awareness training certificates		CFOP 50-2	Upon request to access DCF/CFC information systems	Prior to access to DCF/CFC information systems.	Yes - if requesting access to DCF/CFC information systems.
SAMH Block Grant Report		Template 2	Semi-annually	4/20 and 8/20 each contract period	Yes - if receive block grant funding
Self-Assessment Planning Tool		Guidance 35 CFC Specific	Bi-Annually	As directed by CFC	Yes - except prevention providers
Signed Invoice		CFC Specific	Monthly	Within 5 business days following receipt of the invoice from CFC	Yes
Signs of Suicide Performance Measures Report		CFC 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 CFC 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 CFC Sliding Fee P&P	Once	30 days after contract execution	Yes
SOR (State Opioid Response) Report	Activity report Bridge report Recovery Community Organization (RCO) report	Guidance 42 Template 34	Monthly	by the tenth (10th) day following the month of services	Yes - if receive SOR grant funding, hospital/jail bridge funding or RCO funding.
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		CFC Specific	Weekly	Monday	Yes - if contracted for SRT services
SRT Clinical Review Census		CFC Specific	Monthly	The day prior to the monthly call	Yes - if contracted for SRT services
TANF SAMH Participant Log		Guidance 17	Monthly	by the fifth (5th) 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 31	Yes - if contracted for Transitional Vouchers
Wraparound Quarterly Report		CFC Specific	Quarterly	Quarterly by October 10, January 10, April 10, July 10	Yes - if contracted for Wraparound services

**EXHIBIT D  
STANDARDS FOR MENTAL HEALTH  
INDIVIDUALS SERVED RECORDS**

- I. **Purpose:** This Exhibit establishes record and treatment standards for individuals receiving mental health services exclusive of alcohol and drug abuse services through this Contract and any amendments or revisions thereto.
  
- II. **Record Standards:**
  - A. Subcontract shall develop an individualized record for each individual it serves except for those individuals seen on a brief emergency basis, and for whom no further services are indicated. The detail and comprehensiveness of each record will depend upon the amount of contact the subcontractor has with the individual served.
  
  - B. The individual record developed must be current and accurate.
  
- III. **Record Elements:**
  - A. **Required Basic Record Information:** The Subcontractor must obtain from or develop and maintain for each individual for which it provides mental health services a record which includes the following information:
    1. Name, address, telephone number, marital status, sex, race, date of birth, names and addresses of next of kin or guardian, referral source, presenting problem and financial eligibility information;
    2. The name of the individual having primary responsibility for the treatment of the individual served;
    3. Assessment information;
    4. Information on results from diagnosis and evaluation;
    5. Service Plan and Service Plan updates as applicable;
    6. Progress notes;
    7. Medication profile;
    8. As necessary, a time-specific statement authorizing release of confidential information, signed and dated by the individual served or guardian, which designates the agency to receive the information;
    9. Termination reports;
    10. Treatment Plan and Treatment Plan updates as applicable; and
    11. Legal status.

**EXHIBIT D  
STANDARDS FOR MENTAL HEALTH  
INDIVIDUALS SERVED RECORDS**

**B. Progress Notes:** Progress notes, activity notes or status reports shall be prepared at least monthly for individuals served who have a Service Plan or Treatment Plan unless the plan indicates less frequent need. Progress Notes content shall include:

1. Dates of contact with individual served, and, as needed, the family, friends, and involved service or resource agencies of the individual served;
2. Description of the progress, or lack thereof, relative to the Service Plan or Treatment Plan for the individual served; and
3. Description of any modification to the Service Plan or Treatment Plan resulting from such factors as changes in the needs, resources and new assessment findings of the individual served.

**C. Screening and Intake Procedures:** The Network Provider must have written screening and intake procedures which minimally assure that:

1. A single telephone number is established that is available 24 hours daily, 7 days per week through which an individual served may secure information and referral for initial intake with an appropriate Provider;
2. Upon initial request for service, a screening is done to determine the immediacy of the needs of the individual served;
3. Screening services are conducted by staff members specifically trained to perform this function to ascertain the appropriateness of the agency's services to meet the needs of the individual served;
4. For cases determined to be non-emergency, initial intake services are offered as immediately as appropriate to meet the needs of the individual served;
5. When the services offered by the agency are found to be inappropriate for the needs of a potential individual served, the agency shall secure a timely referral for the person to a more appropriate agency or service and make all reasonable efforts to confirm that the individual served has been accepted for service. The Subcontractor will follow its linkage and referral process.
6. During the intake process, all potential individuals served will have explained to them the nature of the services offered, the procedures, fees, and hours involved, and their choices, rights, and responsibilities while receiving services; and,
7. A smooth and effective transition occurs from intake to initiation of services. For individuals served who are not eligible for assignment to a case manager, a primary therapist or treatment coordinator must be assigned.

**EXHIBIT D**  
**STANDARDS FOR MENTAL HEALTH**  
**INDIVIDUALS SERVED RECORDS**

**D. Assessment and Plan Development:** The Assessment and Treatment Plan must be completed, and the actions specified in the plan must be initiated for each active individual served within 30 days after completion of intake. The Assessment must, with input from the individual served, include:

1. Description and evaluation of presenting problem;
2. Information from the intake and evaluation; and,
3. Description of the current and potential strengths and problems of the individual served, the family and friends of the individual served, pertinent service agencies with whom the individual served has been involved, and other social support systems that may contribute to the course of treatment.
4. Treatment Plan goals or objectives must be individualized and derived from the initial Assessment of the needs and strengths of the individual served.
5. Each goal or objective must be developed with the individual served, be achievable, have a reasonable timeframe for achievement, and be stated in terms of observable and measurable outcomes.
6. For each goal or objective, the actions needed to attain that goal, and the responsible individual or individuals must be listed.
7. A minimum of one goal or objective shall be developed with the individual served for each treatment environment serving the individual served. Social programs, networks, and clubs are exempt from this requirement.
8. For individuals served who are assessed to be in need of services or resources external to the Subcontractor and who do not meet case management criteria for the assignment of a case manager, externally related service or resource goals or objectives shall be developed by the primary therapist or treatment coordinator on either the Treatment Plan or Service Plan.
9. If the agency does not offer the services needed, the primary therapist for the non-individual served must refer and link the individual to appropriate agencies which provide the needed services. A copy of the relevant parts of the Service Plan or Treatment Plan and other relevant individual served information shall be submitted to referral agencies when authorized by the individual served or guardian.
10. If the service needed is not available in the community, this information shall be reported to the Contractor.
11. Dates and results of follow-up contacts by the primary therapist must be entered into the individual served record.

**E. Termination Reports:** A termination report must be filed in the record within 4 weeks after official termination of services.

For individuals served not requiring additional services and for whom services are being terminated, the report shall contain the following:

**EXHIBIT D  
STANDARDS FOR MENTAL HEALTH  
INDIVIDUALS SERVED RECORDS**

1. Reason for termination – Cases with no contact over a 90-day period must be closed or terminated except in those cases where the Service Plan or Treatment Plan does not indicate the need for such frequent contact. Examples of reasons to close a case are refusal of services, no longer in need of services, referred to another agency, left the area and deceased;
2. Evaluation of impact of agency's services on the Service Plan or Treatment Plan goals or objectives of the individual served;
3. Signature of individual preparing report and date of preparation; and
4. For an individual served whose case is being closed and who is being referred to another agency for further services that are not provided by the referring agency, the report must also include the reason for referral.

## Record of Signing

For Peer Support Space  
Name Yasmin Flasterstein  
Title Co-Founder & Executive Director

*Yasmin Flasterstein*

**Signed on Apr 22, 2026 12:26 PM EDT**

Secured by Concord™  
DocumentID: 03347R1ANOXjUmqPUPVuDr  
SigningID: 03347R19tAuGosPbEoVWkJ  
UTC Signing time: 2026-04-22 16:26:09 UTC  
IP Address: 104.136.151.96  
Email: yasmin@peersupportspace.org

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

*Maria Bledsoe*

**Signed on Apr 22, 2026 12:30 PM EDT**

Secured by Concord™  
DocumentID: 03347R1ANOXjUmqPUPVuDr  
SigningID: 03347XP3TfQwSjnzKBeiPi  
UTC Signing time: 2026-04-22 16:30:20 UTC  
IP Address: 99.101.87.241  
Email: mbledsoe@cfchs.org

