

AMENDMENT #0002

THIS AMENDMENT, entered into between the Florida Department of Children and Families, hereinafter referred to as the "department" and **Broward County, a political subdivision of the State of Florida**, hereinafter referred to as the "provider," amends **Contract #JD245**.

1. **Pages 1-7, Standard Contract, dated 02/2008**, are hereby deleted in their entirety and **Pages 1-7, Revised Standard Contract, dated 04/2009**, are inserted in lieu thereof, and attached hereto.
2. **Pages 8-28, Attachment I, dated 07/01/2008a**, are hereby deleted in their entirety and **Pages 8-32, Revised Attachment I, dated 07/01/2009**, are inserted in lieu thereof, and attached hereto.
3. **Pages 29-30, Exhibit A, Clients to be Served, dated 07/01/2008a**, are hereby deleted in their entirety and **Pages 33-34, Exhibit A, Clients to be Served, dated 07/01/2009**, are inserted in lieu thereof, and attached hereto.
4. **Pages 31-34, Exhibit B, Method of Payment, dated 07/01/2008a**, are hereby deleted in their entirety and **Pages 35-38, Revised Exhibit B, Method of Payment, dated 07/01/2009**, are inserted in lieu thereof, and attached hereto.
5. **Pages 35-36, Exhibit C, Required Reports, dated 07/01/2008a**, are deleted in their entirety and **Pages 39-40, Exhibit C, Required Reports, dated 07/01/2009**, are inserted in lieu thereof, and attached hereto.
6. **Pages 37-38, Exhibit D, Substance Abuse and Mental Health Required Performance Outcomes and Outputs for Fiscal Year 2008-2009, dated 07/01/2008d**, are hereby renumbered **Pages 41-42**.
7. **Pages 39-42, Exhibit D, Substance Abuse and Mental Health Required Performance Outcomes and Outputs for Fiscal Years 2009-2010 and 2010-2011, dated 07/01/2008d**, are hereby deleted in their entirety and **Pages 43-48, Revised Exhibit D, Substance Abuse and Mental Health Required Performance Outcomes and Outputs for Fiscal Years 2009-2010 and 2010-2011, dated 07/01/2009**, are inserted in lieu thereof, and attached hereto.
8. **Pages 43-48, Exhibit E-1, Substance Abuse and Mental Health Monthly Request for Non-TANF Payment/Advance, Exhibit E-2, Substance Abuse and Mental Health Monthly Request for TANF Payment/Advance, dated 07/01/2008a**, are hereby deleted in their entirety and **Pages 49-54, Revised Exhibit E-1, Substance Abuse and Mental Health Monthly Request for Non-TANF Payment/Advance, Revised Exhibit E-2, Substance Abuse and Mental**

Health Monthly Request for TANF Payment/Advance, dated 07/01/2009, are inserted in lieu thereof, and attached hereto.

9. **Pages 49-54, Exhibit F, Minimum Service Requirements, dated 07/01/2008a,** are hereby deleted in their entirety and **Pages 55-60, Exhibit F, Minimum Service Requirements, dated 07/01/2009,** are inserted in lieu thereof, and attached hereto.
10. **Pages 55-58, Exhibit G, State Funding by Program and Activity for Fiscal Year 2008-2009, dated 07/01/2008a,** are hereby renumbered **Pages 61-64.**
11. **Pages 59-66, Exhibit G, State Funding by Program and Activity for Fiscal Years 2009-2010 and 2010-2011, dated 07/01/2008a,** are hereby deleted in their entirety and **Pages 65-72, Revised Exhibit G, State Funding by Program and Activity for Fiscal Years 2009-2010 and 2010-2011, dated 07/01/2009,** are inserted in lieu thereof, and attached hereto.
12. **Pages 67-68, Exhibit H, Incident Reporting and Client Risk Prevention, dated 07/01/2007,** are hereby renumbered **Pages 73-74.**
13. **Pages 69-70, Exhibit I, Informed Consent for Follow-up Survey Guidelines, dated 07/01/2008a,** are hereby deleted in their entirety and **Pages 75-76, Revised Exhibit I, Informed Consent for Follow-up Survey Guidelines, dated 07/01/2009,** are inserted in lieu thereof, and attached hereto.
14. **Page 71, Exhibit J, Case Management Waiting List Report,** is hereby deleted in its entirety.
15. **Pages 72-75, Exhibit K, Use of Incidental/Contingency Funds,** are hereby deleted in their entirety.
16. **Pages 77-78, Exhibit L, Measurement of Co-Occurring Disorder Services, dated 07/01/2009 for Fiscal Years 2009-2010 and 2010-2011,** are hereby inserted and attached hereto.
17. **Pages 76-78, Attachment II, Financial and Compliance Audit, dated 03/01/08,** are hereby deleted in their entirety and **Pages 79-81, Attachment II, Financial and Compliance Audit, dated 07/01/09,** are inserted in lieu thereof, and attached hereto.
18. **Page 79, Attachment III, Certification Regarding Lobbying,** is hereby renumbered **Page 82.**

This amendment shall begin on **September 1, 2009** or the date on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with 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 76-page amendment to be executed by their undersigned officials as duly authorized.

PROVIDER:
BROWARD COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA

FLORIDA DEPARTMENT OF
CHILDREN AND FAMILIES

SIGNED
BY: _____

SIGNED
BY: _____

NAME: Ken Keechl

NAME: Nancy L. Merolla

TITLE: Broward County Mayor

TITLE: Circuit Administrator

DATE: _____

DATE: _____

FEDERAL EID # (or SSN): 59-6000531

Reviewed and approved as to form:
Jeffrey J. Newton, County Attorney

By K. Gordon

Contract No. JD245
FDA No. 93.959

Client Non-Client
Multi-District

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD CONTRACT

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "department" and **Broward County, a political subdivision of the State of Florida**, hereinafter referred to as the "provider".

I. THE PROVIDER AGREES:

A. Contract Document

To provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document.

B. Requirements of Section 287.058, Florida Statutes, (F.S.)

The provider shall provide units of deliverables, including reports, findings, and drafts, as specified in this contract. These deliverables must be received and accepted by the contract manager in writing prior to payment. The provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit; where itemized payment for travel expenses are permitted in this contract, submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this contract. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. and as prescribed by subsection 119.07(1) F.S., made or received by the provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the provider's failure to comply with this provision shall constitute an immediate breach of contract for which the department may unilaterally terminate the contract.

C. Governing Law

1. State of Florida Law

This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of laws.

2. Federal Law

a. If this contract contains federal funds, the provider shall comply with the provisions of 45 Code of Federal Regulations (CFR), Part 74, and/or 45 CFR, Part 92, and other applicable regulations.

b. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The provider shall report any violations of the above to the department.

c. No federal funds received in connection with this contract may be used by the provider, or agent acting for the provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment III. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract.

d. Unauthorized aliens shall not be employed. The department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the department.

e. If this contract contains \$10,000 or more of federal funds, the provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

f. If this contract contains federal funds and provides services to children up to age 18, the provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). 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 and/or the imposition of an administrative compliance order on the responsible entity.

D. Audits, Inspections, Investigations, Records and Retention

1. The provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the department under this contract

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 provider for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of 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 department.

3. Upon demand, at no additional cost to the department, the provider will facilitate the duplication and transfer of any records or documents during the required retention period in Section I, Paragraph D. 2.

4. 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 department.

5. At all reasonable times for as long as records are maintained, persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, section 92.36(i)(10), shall be allowed full access to and the right to examine any of the provider's contracts and related records and documents, regardless of the form in which kept.

6. A financial and compliance audit shall be provided to the department as specified in this contract and in Attachment II and to ensure that all related party transactions are disclosed to the auditor.

7. The provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

E. Monitoring by the Department

The provider shall permit all persons who are duly authorized by the department to inspect and copy any records, papers, documents, facilities, goods and services of the provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the provider to assure the department of the satisfactory performance of the terms and conditions of this contract. Following such review, the department will deliver to the provider a written report of its findings and request for development, by the provider of a corrective action plan where appropriate. The provider hereby agrees to timely correct all deficiencies identified in the corrective action plan.

F. Indemnification

1. Except to the extent permitted by section 768.28, F.S. or other Florida Law, Paragraph F, is not applicable to contracts executed between the department and state agencies or subdivisions defined in subsection 768.28(2), F.S.

2. To the extent permitted by Florida Law, the provider shall indemnify, save, defend, and hold the department harmless from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this agreement or performance of the services provided for herein. It is understood and agreed that the provider is not required to indemnify the department for claims, demands, actions or causes of action arising solely out of the department's negligence.

G. Insurance

Continuous adequate liability insurance coverage shall be maintained by the provider during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in this contract.

H. Confidentiality of Client Information

The provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

I. Assignments and Subcontracts

1. The provider shall neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the department shall be null and void.

2. The provider is responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The provider further agrees that the department shall not be liable to the subcontractor in any way or for any reason. The provider, at its expense, will defend the department against such claims.

3. The provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

4. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the provider or the department.

J. Return of Funds

The provider shall return to the department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that an overpayment has been made, the provider shall repay said overpayment immediately without prior notification from the department. In the event that the department first discovers an overpayment has been made, the contract manager, on behalf of the department, will notify the provider by letter of such findings. Should repayment not be made forthwith, the provider will be charged at the lawful rate of interest on the outstanding balance after department notification or provider discovery.

K. Client Risk Prevention and Incident Reporting

1. If services to clients are to be provided under this contract, the provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or circuit or region operating procedures.

2. The provider 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). As required by Chapters 39 and 415, F.S., this provision is binding upon both the provider and its employees.

L. Purchasing

1. Articles which are the subject of or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

2. The provider shall procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, F.S.

M. Civil Rights Requirements

1. In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the provider shall not discriminate against any employee (or applicant for employment) in the performance of this contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the provider agrees not to discriminate against any applicant/client or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

2. Complete the Civil Rights Compliance Checklist, CF Form 946 in accordance with CFOP 60-16 and 45 CFR 80. This is required of all providers that have fifteen (15) or more employees.

3. Subcontractors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of 287.134, F.S.

I. Independent Capacity of the Contractor

1. Act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the provider is a state agency. Neither the provider nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the department unless specifically authorized in writing to do so.

2. This contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.

3. The provider shall take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

4. The department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the provider, or its subcontractor or assignee, unless specifically agreed to by the department in this contract.

5. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the provider.

O. Sponsorship

As required by section 286.25, F.S., if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (provider's name) 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 the name of the organization.

P. Publicity

Without limitation, the provider and its employees, agents, and representatives will not, without prior departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the provider has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the provider's prospective customers.

Q. Final Invoice

The final invoice for payment shall be submitted to the department no more than 30 days after the contract ends or is terminated. If the provider fails to do so, all rights to payment are forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto, have been approved by the department.

R. Use of Funds for Lobbying Prohibited

The provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime

Pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

T. Gratuities

The provider agrees that it will not offer to give or give any gift to any department employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. In addition to any other remedies available to the department, any violation of this provision will result in referral of the provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the provider's name on the suspended vendors list for an appropriate period. The provider will ensure that its subcontractors, if any, comply with these provisions.

U. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.

2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.

3. The provider shall provide prompt written notification to the department of any claim of copyright or patent infringement arising from the performance of this contract. The provider may, at its option and expense, procure for the department, the right to continue use of, replace, or modify the article to render it non-infringing. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. If not a state agency, as that term is defined in subsection 768.28, F.S., the provider shall, without exception, indemnify and save harmless the department and its employees from any liability of any nature or kind whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the provider in the performance of this contract. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.

4. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract.

V. Construction or Renovation of Facilities Using State Funds

Any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

W. Information Security Obligations

1. An appropriately skilled individual shall be identified by the provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the department's security staff and will maintain an appropriate level of data security for the information the provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all provider employees that request or have access to any departmental 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 provider employees.

2. The provider shall hold the department harmless from any loss or damage incurred by the department as a result of information technology used, provided or accessed by the provider.

3. The provider shall provide the latest departmental security awareness training to its' staff and subcontractors who have access to departmental information.

4. All provider employees who have access to departmental information shall be provided a copy of CFOP 50-2 and shall sign the DCF Security Agreement form CF 0114 a copy of which may be obtained from the contract manager.

5. The provider 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 CFOP 50-2. If encryption of these devices is not possible, then the provider shall assure that unencrypted personal and confidential departmental data will not be stored on unencrypted storage devices. The provider shall require the same of all subcontractors.

6. The provider agrees to notify the contract manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data. The provider shall require the same notification requirements of all subcontractors.

7. The provider shall provide notice to affected parties no later than 45 days following the determination of any potential breach of personal and confidential departmental data provided in s. 817.5681, F.S. The provider shall require the same notification requirements of all subcontractors.

X. Accreditation

The department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of our providers will either be accredited, have a plan to meet national accreditation standards, or will initiate one within a reasonable period of time.

Y. Provider Employment Opportunities

1. Agency for Workforce Innovation and Workforce Florida

The provider understands that the department, the Agency for Workforce Innovation, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The department encourages provider participation with the Agency for Workforce Innovation and Workforce Florida.

2. Transitioning Young Adults

The provider understands the department's Operation Full Employment initiative to assist young adults aging out of the dependency system. The department encourages provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

Z. Health Insurance Portability and Accountability Act

The provider shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

AA. Emergency Preparedness

1. If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the provider shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term supervision includes the responsibility of the department, or its contracted agents to ensure the safety, permanency and well-being of a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting.

2. The department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the department may exercise oversight authority over such provider in order to assure implementation of agreed emergency relief provisions.

3. An updated emergency preparedness plan shall be submitted by the provider no later than 12 months following the acceptance of an original plan or acceptance of an updated plan. The department agrees to respond in writing within 30 days of receipt of the updated plan, accepting, rejecting, or requesting modification to the plan.

BB. PUR (Purchasing) 1000 Form

The PUR 1000 Form is hereby incorporated by reference. In the event of any conflict between the PUR 1000 Form, and any terms or conditions of this contract (including the department's Standard Contract), the terms or conditions of this contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

CC. Notification of Legal Action

The provider shall notify the department of legal actions taken against them or potential actions such as lawsuits, related to services provided through this contract or that may impact the provider's ability to deliver the contractual services, or adversely impact the department. The department's contract manager will be notified within 10 days of provider becoming aware of such actions or from the day of the legal filing, whichever comes first.

II. THE DEPARTMENT AGREES:

A. Contract Amount

The department shall pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **\$11,121,150.00** or the rate schedule, subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

B. Contract Payment

Pursuant to section 215.422, F.S., the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the date a properly completed invoice is received by the department or the goods or services are received, inspected, and approved, a separate interest penalty set by The Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the provider requests payment.

C. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in subsection 215.422, F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

D. Notice

Any notice that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the provider responsible for administration of the program, to the designated address contained in this contract.

III. THE PROVIDER AND DEPARTMENT MUTUALLY AGREE:

A. Effective and Ending Dates

This contract shall begin on July 1, 2008, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Fort Lauderdale, Florida, on June 30, 2011.

B. Financial Penalties for Failures to Comply with Requirement for Corrective Action.

1. In accordance with the provisions of Section 402.73(1), F.S., and Section 65-29.001, Florida Administrative Code, corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. 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 department 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 department may deduct the amount of the penalty from invoices submitted by the provider.

C. Termination

1. This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the provider responsible for administration of the program.

2. In the event funds for payment pursuant to this contract become unavailable, the department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed.

3. This contract may be terminated for the provider's non-performance upon no less than twenty-four (24) hours notice in writing to the provider. If applicable, the department may employ the default provisions in Rule 60A-1.006(3), Florida Administrative Code. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

4. Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

D. Renegotiations or Modifications

Modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the department's operating budget.

E. Official Payee and Representatives (Names, Addresses, Telephone Numbers, and e-mail addresses):

1. The provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:

Name: Broward Addiction Recovery Division

Address: 115 South Andrews Avenue, Room 318

City: Fort Lauderdale State:FL Zip Code:33301 Phone:954-3575458

e-mail: khamberger@broward.org

2. The name of the contact person and street address where financial and administrative records are maintained is:

Name: Marie McGinley

Address: Broward Addiction Recovery Division (BARC)

115 South Andrews Avenue, Room 318

City: Fort Lauderdale State:FL Zip Code:33301 Phone:954-3575450

e-mail:mmcginley@broward.org

3. The name, address, telephone number and e-mail address of the contract manager for the department for this contract is:

Name: Frank Jowdy

Address: 201 West Broward Blvd.

City: Fort Lauderdale State:FL Zip Code:33301 Phone:954-7133049

e-mail: frank_jowdy@dcf.state.fl.us

4. The name, address, telephone number and e-mail of the representative of the provider responsible for administration of the program under this contract is:

Name: Michael Elwell

Address: Broward Addiction Recovery Division (BARC)

115 South Andrews Avenue, Room 318

City: Fort Lauderdale State:FL Zip Code:33301 Phone:954-3575458

e-mail:melwell@broward.org

5. Upon change of representatives (names, addresses, telephone numbers and e-mail addresses) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

F. All Terms and Conditions Included

This contract and its attachments, III, IIII and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III. F. above.

IN WITNESS THEREOF, the parties hereto have caused this 82 page contract to be executed by their undersigned officials as duly authorized.

ATTACHMENT I**A. Services To Be Provided****1. Definition of Terms****a. Contract Terms**

Contract terms used in this document can be found in the Florida Department of Children and Families Glossary of Contract Terms, which is incorporated herein by reference and can be obtained from the contract manager.

b. Program/Service Specific Terms

(1) "Assessment Instrument" means a tool used for collection of detailed information concerning an individual's substance abuse, emotional and physical health, social roles, and other areas that may reflect the severity of the individual's abuse of alcohol or drugs, as a basis for identifying an appropriate treatment regimen.

(2) "CFP 155-2 Department of Children & Families, Pamphlet 155-2 - Mental Health and Substance Abuse Measurement and Data, effective September 2008 (9th edition, version 1)", or the latest revised edition thereof means a document promulgated by the department that contains required data-reporting elements for substance abuse and mental health services, hereafter referred to as "CFP 155-2", and which can be found at: <http://www.dcf.state.fl.us/mentalhealth/publications/index.shtml>, and is incorporated herein by reference.

(3) "Client" (synonymous with recipients of services) means any individual who is receiving services in any substance abuse or mental health program whose cost of care is paid, in part or in whole, by the department, Medicaid, Medicaid capitated managed care entities, or local match.

(4) "Clinician" means a substance abuse or mental health professional that provides one or more of the following services: assessment; individual, group, or family counseling services; or case management.

(5) "CODECAT™ (Co-occurring Disorders Educational Competency Assessment Tool)" means a tool used to evaluate clinicians' training needs based on a competency assessment to determine knowledge, skills, attitudes, and values relative to persons with co-occurring disorders.

(6) "Community-Based Services" mean mental health and/or substance abuse services provided outside a state mental health facility.

(7) "COMPASS™ (Comorbidity Program Audit and Self-Survey for Behavioral Health Services)" means a tool that can be used by behavioral health care systems to assess program competencies in multiple areas that reflect the basic expectations of program performance for mental health services, substance abuse disorder services and integrated systems of care.

(8) "Comprehensive, Continuous, Integrated System of Care (CCISC) model" means a system design and implementation model for organizing services for individuals and families with co-occurring disorders that is designed to improve services capability on a statewide or regional basis to achieve: system level change; efficient use of resources; use of evidence-based and consensus based practices; and integrated mental health and substance abuse services throughout the system, by organizing a process in which every program improves their provision of co-occurring disorder services, and every clinical staff person improves their level of co-occurring disorder service competency based on their job and level of training.

(9) "Continuous Quality Improvement" means continuous internal improvements in service provision and administrative functions. These include the systematic ongoing process of improving performance, both in process and end of process indicators.

(10) "Contract Manager" means the department employee who is responsible for enforcing the compliance with administrative and programmatic terms and conditions of a contract. The contract manager is the primary point of contact through which all contracting information flows between the department and the provider. All actions related to the contract shall be initiated by or coordinated with the contract manager.

(11) "Co-occurring disorder" means any combination of mental health and substance abuse in any individual, whether or not they have been already diagnosed. Co-occurring disorder family is characterized by a family where one member has one kind of problem, like a child with an emotional disturbance, and another member has another kind of problem, like a family member or caregiver with a substance abuse issue.

(12) "Co-occurring disorder service capability" means the ability of any program to organize every aspect of its program infrastructure (policies, procedures, practices, documentation, and staff competencies), within its existing resources, to be able to provide appropriately matched, integrated services to the individuals and families with co-occurring disorders that are routinely presenting for care in that program.

(13) "Evidence-Based" means substance abuse and mental health practices that have been validated and supported by scientific evidence.

(14) "Florida System of Care" means the department's initiative to integrate substance abuse and mental health service structures to promote co-occurring disorder service capability throughout the system of care from the initial point of client contact at assessment through conclusion of services.

(15) "Payor class" means Medicare, Medicare HMO, Medicaid, Medicaid HMO, private-pay health insurance, private-pay health maintenance organization, private preferred provider organization, the Department of Children and Family Services, other government programs, self-pay patients, and charity care.

(16) "Protected Health Information" (PHI) means any information whether oral or recorded in any form or medium that is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

(17) "SAMH" means the Substance Abuse and Mental Health Programs within the department.

(18) "Substance Abuse and Mental Health Information System (SAMHIS)" means the department's online data system that providers are required to use to collect and report data and performance outcomes on persons served whose services are paid for, in part or in whole, by the department's Substance Abuse and Mental Health (SAMH) contract, Medicaid, or local match.

2. General Description

a. General Statement

The services provided under this contract are community-based substance abuse and mental health services for adults and/or children, as authorized in s. 394.74, Florida Statutes (F.S.). This is a multi-year contract for 3 years.

The Substance Abuse and Mental Health Programs within the department are developing a system wide initiative to implement a Comprehensive, Continuous, and Integrated System of Care (CCISC) throughout Florida for persons with co-occurring substance abuse and mental health disorders. All providers shall review their existing business and clinical service practices to improve the identification of individuals and families with co-occurring disorders and engage in a quality improvement process to improve co-occurring disorder service capability. In this context, the provider shall work in partnership with the department to develop and implement the Florida System of Care (FSC) to better

meet the needs of individuals with co-occurring substance abuse and mental health disorders. The partnership process will be open, transparent, dynamic, fluid, and visible. The process shall also serve as an opportunity for collaboration to continuously improve the quality of services provided to the citizens of Florida. During the course of the contract period, the department will require that the provider participate in the process of improving co-occurring disorder service capability system wide.

b. Authority

Sections 20.19, 39.001(2), 39.001(4), 394.457(3), 397.305(2), and 397.321(5), F.S., provide the department with authority to contract.

c. Scope of Service

The following scope of service applies to each fiscal year of the contract period.

The provider is responsible for the administration and provision of services to the target population(s) indicated in **Exhibit A.**, and in accordance with the tasks outlined in Section B.1.a., of this contract attachment. Services shall also be delivered at the locations specified in, and in accordance with the Program Description, which is herein incorporated by reference.

d. Major Program Goals

(1) The intent of the Substance Abuse and Mental Health Programs is to promote and improve the behavioral health of the citizens of the state by making substance abuse and mental health treatment and support services available through a community-based system of care.

(2) It is the goal of the provider to improve co-occurring disorder service capability in all programs.

3. Clients to be Served

See **Exhibit A, Clients to be Served.**

B. Manner of Service Provision

1. Service Tasks

The following tasks must be completed for each fiscal year covered in the contract period.

a. Task List

(1) The provider shall use the Florida Supplement to the American Society of Addiction Medicine Patient Placement Criteria, Second Edition (ASAM PPC-2) revised effective July 10, 2006, or the latest revised edition thereof, for assessing and placing clients receiving substance abuse treatment services.

(2) Based on client needs, the provider agrees to provide appropriate services from the list of approved programs/activities described in **Exhibit G, State Funding by Program and Activity**, and the description of such services specified in the Program Description as required by Rule 65E-14.021, F.A.C.

(3) During the course of the contract period, the provider shall design services based on the recognition of the needs of individuals and families with co-occurring disorders in the population served, and participate with the department in a quality improvement process to improve co-occurring disorder service capability in all programs.

(4) The provider shall establish a grievance procedure that applicants for, and recipients of, services may use to present grievances to the governing authority of the provider regarding services being provided under this contract.

(5) If the provider provides medication management services, the provider shall ensure that clients discharged from state mental health treatment facilities will be maintained on the medication that was prescribed for them by the facility at discharge pursuant to s. 394.676, F.S. Maintenance includes performing required lab tests, providing the medication, and providing appropriate physician oversight.

(6) Substance Abuse Treatment Providers contracted for HIV Early Intervention Services will designate a representative to participate in the local Department of Health HIV/AIDS planning body's meetings. The provider will participate in a minimum of 50% of the meetings involving community service partners.

(7) The provider shall serve the number of persons indicated in **Exhibit D, Substance Abuse and Mental Health Required Performance Outcomes and Outputs** within the activities specified on **Exhibit G, State Funding by Program and Activity**.

(8) The provider shall ensure that clients who are receiving substance abuse treatment services shall be informed of procedures the department will use to gather follow-up information on clients after discharge.

(a) All providers shall develop and utilize a standardized informed consent form for the follow-up survey. Providers shall utilize the guidelines found in **Exhibit I, Informed Consent for Follow-Up Survey Guidelines**.

(b) The provider shall contact each client at least once during the three (3) months following discharge to update the client's contact information.

(9) The provider shall deliver services described in **Exhibit G, State Funding by Program and Activity**, according to the Program Description that is on file in the department contract manager's file and incorporated herein by reference.

(10) The provider shall perform the following tasks related to the co-occurring disorder service capability initiative:

(a) Develop and submit to the department for approval an action plan for assessing and referring clients with co-occurring disorders by October 1st of each year of the contract term that details:

- i. An overview of the provider's co-occurring disorder service capabilities with regard to service structure (assessment, stabilization, treatment, support, and other services);
- ii. Networking capacities with local providers in the community for persons with co-occurring disorders;
- iii. Strategies and activities to develop or improve co-occurring disorder service capability;
- iv. Scope of services and programs to be included in the process; and
- v. Timeframes for reviewing co-occurring disorder service capability within each provider program.

(b) Evaluate provider co-occurring disorder service capability as directed by the department using the COMPASS with:

- i. A focus group of administrators, clinicians, and support staff;
- ii. A minimum of one program or a sample of programs on or before 06/30/2010.
- iii. Follow-up evaluations done at least annually for each program or sample of programs; and
- iv. Programs or a sample of programs in accordance with timeframes outlined in the action plan for each contract year.

(c) Following evaluation of each program using the COMPASS, evaluate

clinicians' co-occurring disorder service capabilities as directed by the department using the CODECAT with:

- i. A minimum of one program or a sample of programs by 06/30/2010;
- ii. Follow-up evaluations done at least annually for clinicians within each program or sample of programs; and
- iii. Clinicians in programs or sample of programs in accordance with timeframes outlined in the action plan for each contract year.

(d) Develop and submit to the department a summary report by June 30th of each year that details:

- i. The types of provider involvement in state and local co-occurring planning processes;
- ii. The number of times the COMPASS was used and the composition of the focus group(s) for each use;
- iii. Brief narrative detailing the findings from the COMPASS, the action steps developed, and progress made for each action step;
- iv. The number of clinicians evaluated using the CODECAT;
- v. Brief narrative detailing the findings from the CODECAT and action steps developed to enhance clinicians' co-occurring attitudes, knowledge, values and skills; and
- vi. Overall progress toward co-occurring disorder service capability development in accordance with timeframes specified in the action plan.

(11) Any provider that does attain or that already has attained co-occurring disorder service capability must demonstrate prior use of the COMPASS and CODECAT assessment tools as part of their overall process to improve co-occurring disorder service capabilities, and must:

- (a)** Submit to the department for approval a compliance report by 06/30/2010 in lieu of repeating the administration of the COMPASS and CODECAT assessment tools. The compliance report must provide detail on when and how the assessment tools were used and the program(s) and staff participating in the evaluations; and

(b) Provide copies of training guidelines or curricula and co-occurring policies to demonstrate attainment of co-occurring disorder service capability. This compliance report and related documents shall be accepted, upon approval from the department, in lieu of the annual requirement for an action plan; and

(c) Submit a summary report by June 30th each year that describes through brief narrative, any changes to the co-occurring disorder service structure including new programs, training, or changes in policy and procedures.

b. Task Limits

The provider shall perform services in accordance with applicable rules, statutes, and licensing standards.

2. Staffing Requirements

a. Staffing Levels

The provider will maintain staffing levels in compliance with applicable rules, statutes, and licensing standards. See **Exhibit F, Minimum Service Requirements**.

b. Professional Qualifications

(1) The provider shall comply with applicable rules, statutes, and licensing standards with regard to professional qualifications. See **Exhibit F, Minimum Service Requirements**.

(2) The provider shall provide employment screening for mental health personnel and all owners, directors, and chief financial officers of service providers using the standards for Level II screening set forth in Chapter 435, F.S., except as otherwise specified in ss. 394.4572(1)(b)-(d), and 394.4572(3), F.S. "Mental Health personnel" includes all program directors, professional clinicians, staff members, and volunteers working in public or private mental health and substance abuse programs and facilities who have direct contact with clients of mental health services. Additionally, the provider shall provide employment screening for substance abuse personnel using the standards set forth in Chapter 397, F.S.

(3) As part of the Florida System of Care (FSC) initiative, the provider will participate with the department in a continuous quality improvement process to organize all programs to ensure staff that provide clinical care demonstrate improvement in their co-occurring disorder service capabilities.

c. Staffing Changes

The provider shall notify the department's contract manager, in writing, at least ten (10) calendar days prior to staffing changes regarding the positions of Chief Executive Officer, Chief Operating Officer and Chief Financial Officer pursuant to Rule 65E-14.021(8)(d)5., F.A.C.

d. Subcontractors

This contract allows the provider to subcontract for the provision of all services, subject to the provisions of Section I.I. of the Standard Contract. Written requests by the provider to subcontract for the provision of services under this contract will be routed through the contract manager for department approval. The act of subcontracting shall not in any way relieve the provider of any responsibility for the contractual obligations of this contract.

Substance Abuse Prevention and Treatment Block Grant (SAPTBG) funds cannot be subcontracted to a for-profit sub-recipient. Guidance for contracting SAPTBG funds can be obtained in the SAMH Funding Restrictions Guide at the following website:
<http://www.dcf.state.fl.us/mentalhealth/publications/samhfund.doc>

3. Service Location and Equipment

a. Service Delivery Location

The location of services will be as specified in the Program Description required by Rule 65E-14.021(8)(d)1.d.(III), F.A.C.

b. Service Times

(1) The days and times will be as specified in the Program Description.

(2) The provider shall notify the department's contract manager, in writing, at least ten (10) calendar days prior to any changes in days and times where services are being provided pursuant to Rule 65E-14.021(8)(d)5., F.A.C.

c. Changes in Location

The provider shall notify the department's contract manager, in writing, at least ten (10) calendar days prior to any changes in locations where services are being provided pursuant to Rule 65E-14.021(8)(d)5, F.A.C.

d. Equipment

The provider shall furnish all appropriate equipment necessary for the effective delivery of the services purchased.

4. Deliverables

a. Services

The provider shall deliver the services specified in and described in the Program Description submitted by the provider and as set forth in, **Exhibit G, State Funding by Program and Activity**.

b. Records and Documentation

The provider shall protect confidential records from disclosure and protect client confidentiality in accordance with ss. 397.501(7), 394.455(3), 394.4615, and 414.295, F.S.

c. Reports

(1) The provider shall submit to the department financial and programmatic reports specified in **Exhibit C, Required Reports**, by the timeframes specified.

(2) The provider shall ensure that its audit report will include the standard schedules that are outlined in Rule 65E-14.003, F.A.C.

(3) The provider shall submit data to the department, as required in s. 394.74(3) (e), F.S., and Rule 65E-14.022, F.A.C., and the provider shall submit the data electronically by the 15th of each month as specified in the Department of Children and Families' Pamphlet 155-2 - Mental Health and Substance Abuse Measurement and Data (CFP 155-2). The provider shall also:

(a) Ensure that the data submitted clearly documents all client admissions and discharges which occurred under this contract;

(b) Ensure that all data submitted to the Substance Abuse and Mental Health Information System (SAMHIS) is consistent with the data maintained in the provider's clients' files;

(c) Review the department's File Upload History screen in SAMHIS to determine the number of records accepted, updated and rejected. Based on this review, the provider shall download any associated error files to determine which provider records were rejected and to make sure that the rejected records are corrected and resubmitted in the SAMHIS;

(d) Resubmit corrected records no later than the next monthly submission deadline. The failure to submit any data set or the provider's total monthly submission per data set, which results in a rejection rate of 10% or higher

of the number of monthly records submitted will require the provider to submit a corrective action plan describing how and when the missing data will be submitted or how and when the rejected records will be corrected and resubmitted; and

(e) In accordance with the provisions of s. 402.73(7), F. S., and Rule 65-29.001 F.A.C., corrective action plans may be required for non-compliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

(4) A facility designated as a public receiving or treatment facility under this contract shall report the following Payor Class data to the department, unless such data are currently being submitted into SAMHIS. Public receiving or treatment facilities that do not submit data into SAMHIS, shall report these data annually as specified in **Exhibit C, Required Reports**, even if such data are currently being submitted to the Agency for Health Care Administration:

- (a) Number of licensed beds available by payor class;
- (b) Number of contract days by payor class;
- (c) Number of persons served (unduplicated) in program by payor class and diagnoses;
- (d) Number of utilized bed days by payor class;
- (e) Average length of stay by payor class; and
- (f) Total revenues by payor class.

(5) The provider shall obtain the format and directions for submitting Payor Class data from the department.

(6) The provider shall submit Payor Class data to the department no later than 90 days following the end of the facility's fiscal year.

(7) Delivery of reports shall not be construed to mean acceptance of those reports. The department reserves the right to reject reports as incomplete, inadequate, or unacceptable.

5. Performance Specifications

a. Performance Measures

(1) The provider shall meet the performance standards and required

outcomes specified in **Exhibit D, Substance Abuse and Mental Health Required Performance Outcomes and Outputs**.

(2) The provider agrees that the SAMH Information System will be the source for all data used to determine compliance with performance standards and outcomes in **Exhibit D, Substance Abuse and Mental Health Required Performance Outcomes and Outputs**. The provider shall submit all service related data for clients funded, in whole or in part, by SAMH funds, local match, or Medicaid.

(3) The provider shall also submit baseline data on the prevalence of co-occurring substance abuse and mental health disorders for services other than prevention by completing and submitting **Exhibit L Measurement of Co-occurring Disorder Services** by 6/30/2010.

(4) Collection of baseline data on the "prevalence" of co-occurring substance abuse and mental health disorders for services other than prevention should be based on data submitted to SAMHIS between 07/01/2009 and 03/31/2010. The department will use the baseline data to generate related performance targets to be entered into contracts the following contract year.

(5) The provider shall evaluate co-occurring disorder service capabilities within their agency and their clinical staff. Prevalence data shall be collected using the Substance Abuse and Mental Health Information System (SAMHIS). Specifically, prevalence data will be collected via the Substance Abuse Outcomes Admission, Mental Health Outcomes Admission, and Detoxification Outcome forms found in SAMHIS.

b. Performance Measurement Terms

CFP 155-2 provides the definitions of the data elements used for various performance measures which are quantitative indicators, outcomes, and outputs used by the department to objectively measure a provider's performance, and contains policies and procedures for submitting the required data into the department's data system.

c. Performance Evaluation Methodology

(1) Providers will collect information and submit performance data and individual client outcomes, to the department's data system in compliance with CFP 155-2 requirements. The specific methodologies for each performance measure may be found at the following website:
<http://dcfdashboard.dcf.state.fl.us>.

(2) The specific methodologies for each performance measure for the prevalence of co-occurring substance abuse and mental health disorders are

outlined in **Exhibit L, Measurement of Co-occurring Disorder Services**.

(3) The provider is expected to have the capability to engage in organized performance improvement activities, and to be able to participate in partnership with the department in performance improvement projects that are related to system wide transformation and improvement of services for individuals and families. Any additional indicators and targets developed during the course of the contract period in partnership with the provider will be incorporated in **Exhibit L, Measurement of Co-occurring Disorder Services**.

(4) By execution of this contract the provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth in this contract. If the provider fails to meet these standards, the department, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the department within the prescribed time, and if no extenuating circumstances can be documented by the provider to the department's satisfaction, the department must terminate the contract. The department has the sole authority to determine whether there are extenuating or mitigating circumstances.

(5) The department's contract manager will monitor the standards and outcomes specified in **Exhibit D, Substance Abuse and Mental Health Required Performance Outcomes and Outputs** during the contract period to determine if the provider is achieving the levels that are specified.

6. Provider Responsibilities

a. Provider Unique Activities

(1) The provider will ensure that the invoices submitted to the department reconcile with the amount of funding and services specified in this contract, as well as the provider's agency audit report and client information system.

(2) The provider shall provide services in accordance with the current Substance Abuse and Mental Health Funding Detail which is herein incorporated by reference, and can be obtained from the department's contract manager.

(3) The provider shall comply with all other applicable federal laws, state statutes and associated administrative rules as may be promulgated or amended. See **Exhibit F, Minimum Service Requirements**.

(4) Pursuant to s. 402.73, F.S., the provider shall maintain data on the

performance standards specified in **Exhibit D, Substance Abuse and Mental Health Required Performance Outcomes and Outputs**, for the types of services provided under this contract. The provider shall submit such data to the department upon request. Data submission requirements can be found in CFP 155-2.

(5) A provider that receives federal block grant funds from the Substance Abuse Prevention and Treatment or Community Mental Health Block Grants agrees to comply with Subparts I and II of Part B of Title XIX of the Public Health Service Act, s. 42 U.S.C. 300x-21 et seq. (as approved September 22, 2000) and the Health and Human Services (HHS) Block Grant regulations (45 CFR Part 96).

(6) A provider that receives funding from the Substance Abuse Prevention and Treatment Block Grant certifies compliance with all of the requirements of the Substance Abuse and Mental Health Services Administration (SAMHSA) Charitable Choice provisions and the implementing regulations of 42 CFR54a.

(7) The provider should be engaged in performance improvement activities to improve its ability to recognize accurate prevalence of co-occurring disorders in its data system.

(8) If required by 45 CFR Parts 160, 162, or 164; the following provisions shall apply [45 CFR 164.504(e)(2)(ii)]:

(a) The provider hereby agrees not to use or disclose protected health information (PHI) except as permitted or required by this contract, state or federal law.

(b) The provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this contract or applicable law.

(c) The provider agrees to report to the department any use or disclosure of the information not provided for by this contract or applicable law.

(d) The provider hereby assures the department that if any PHI received from the department, or received by the provider on the department's behalf, is furnished to provider's subcontractors or agents in the performance of tasks required by this contract, that those subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the provider with respect to such information.

(e) The provider agrees to make PHI available in accordance with 45 C.F.R. 164.524.

(f) The provider agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526.

(g) The provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528.

(h) The provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the department or created or received by the provider on behalf of the department available for purposes of determining the provider's compliance with these assurances.

(i) The provider agrees that at the termination of this contract, if feasible and where not inconsistent with other provisions of this contract concerning record retention, it will return or destroy all PHI received from the department or received by the provider on behalf of the department that the provider still maintains regardless of form. If not feasible, the protections of this contract are hereby extended to that PHI which may then be used only for such purposes as make the return or destruction infeasible.

(j) A violation or breach of any of these assurances shall constitute a material breach of this contract.

(9) Upon request from the department's contract manager, the provider will furnish supporting documentation and make available source documentation of units billed to the department.

(10) Providers serving clients under the Temporary Assistance to Needy Families Program (TANF) shall comply with the TANF Guidelines which are herein incorporated by reference and may be obtained from the contract manager, or can be found at:

<http://www.dcf.state.fl.us/mentalhealth/contract/index.shtml>.

(11) Client Trust Fund

(a) If the provider is the representative payee for Supplemental Security Income, Social Security Administration, Veterans Administration, or other federal benefits on behalf of the client, the provider shall comply with the applicable federal laws including the establishment and management of individual client trust accounts (20 CFR 416 and 31 CFR 240).

(b) Any provider assuming responsibility for administration of the personal property and/or funds of clients shall follow the department's Accounting

Procedures Manual 7 APM, 6, Volume 7, incorporated herein by reference. Department personnel or their designees upon request may review all records relating to this section. Any shortages of client funds that are attributable to the provider shall be repaid, plus applicable interest, within one week of the determination.

(c) The provider shall maintain all reconciliation records on-site for review.

b. Coordination with other Providers/Entities

(1) The provider agrees to coordinate services with other providers and state entities rendering services to children, adults, and families as the need is identified by either the department or the provider.

(2) The failure of other providers or entities does not relieve the provider of any accountability for tasks or services that the provider is obligated to perform pursuant to this contract.

(3) The provider hereby agrees to fulfill their designated role in implementing and/or maintaining a system of care with the department's contracted Community-Based Care providers within their communities through the execution of a department approved working agreement. The intent of the working agreement is to establish a formal linkage of partnerships with a shared vision for improving outcomes for families involved in the child welfare system by providing integrated community support and services.

(4) The working agreement shall be submitted to the department's contract manager within ninety (90) days of contract execution.

c. Minimum Service Requirements

See Exhibit F, Minimum Service Requirements.

7. Department Responsibilities

a. Department Obligations

(1) Upon written request to the department's contract manager and when deemed necessary by the department, the department agrees to provide technical assistance concerning the terms and conditions of this contract.

(2) The department will participate in the collaborative development and implementation of the working agreement with the Community-Based Care and Substance Abuse and Mental Health providers to ensure the integration of services and support within the community. The department will support the development and implementation of the working agreement by providing

an example of a policy working agreement, system of care information, data reporting requirements, and technical assistance.

(3) The department will obtain necessary licenses for use of the CODECAT and COMPASS assessment tools and will provide training to the provider on proper use of each tool.

b. Department Determinations

The department has exclusive authority to make the following determination(s) and to set the procedures that the provider must follow in obtaining the required determination(s):

The department will make the final determination as to whether or not the payment invoices submitted are properly completed and that payment under this contract is appropriate.

c. Monitoring Requirements

(1) The provider will be monitored in accordance with s. 394.741, F.S., and with Children and Families Operating Procedure 75-8 (CFOP 75-8), Contract Monitoring Operating Procedures which can be found at: <http://www.dcf.state.fl.us/publications/policies.shtml>, and is incorporated herein by reference.

(2) The provider will be monitored on its performance of all tasks and special provisions of the contract.

C. Method of Payment

Exhibit B, Method of Payment

Exhibit E-1 Substance Abuse and Mental Health Services Monthly Request for Non-TANF Payment /Advance

Exhibit E-2 Substance Abuse and Mental Health Services Monthly Request for TANF Payment /Advance

Exhibit G, State Funding by Program and Activity

D. Special Provisions

1. Renewals

This contract may not be renewed.

2. Service Provision Requirements for Substance Abuse Prevention and Treatment Block Grants

a. The provider agrees to comply with the data submission requirements outlined in CFP 155-2 and with the funding restrictions outlined in "SAMH OCA's And Funding Restrictions" which can be found at: <http://www.dcf.state.fl.us/mentalhealth/contract/SAMHFUNDINGRestrictionsResourceGuide3-7-06> and which are incorporated herein by reference.

b. The provider agrees to comply with applicable data submission requirements outlined in **Exhibit C, Required Reports**. This exhibit lists required annual reports for SAPTBG set-aside funded pregnant women and women with dependent children services, SAPTBG set-aside funded HIV Early Intervention Programs, and the SAPTBG for Evidenced-based Outreach Services to Injection Drug Users.

c. The provider shall make available, either directly or by arrangement with others, tuberculosis services to include counseling, testing, and referral for evaluation and treatment.

d. Substance Abuse Prevention and Treatment Block Grant funds provided under this contract may be used to support both substance abuse treatment services and appropriate co-occurring disorder treatment services for individuals with a co-occurring mental disorder as long as the funds allocated are used to support substance abuse prevention and treatment services and can be tracked to the specific substance abuse activity as listed in **Exhibit G, State Funding by Program and Activity**.

e. The provider is required to participate in the State's Peer Review process to assess the quality, appropriateness, and efficacy of treatment services provided to individuals under this contract pursuant to 45 CFR 96.136.

3. Transportation Disadvantaged

The provider agrees to comply with the provisions of Chapter 427, F.S., Part I, Transportation Services, and Chapter 41-2, F.A.C., Commission for the Transportation Disadvantaged, if public funds provided under this contract will be used to transport clients. The provider agrees to comply with the provisions of CFOP 40-5 if public funds provided under this contract will be used to purchase vehicles which will be used to transport clients.

4. Client Satisfaction Survey

The provider shall conduct client satisfaction surveys pursuant to CFP 155-2.

5. Incident Reports

The provider will report to the department, in writing, information related to client risk prevention and incidents as defined in the Children and Families Operating

Procedure ("CFOP") 215-6. The provider agrees to submit electronically, password protected incident reports to the designated department personnel. **The Incident Reporting and Client Risk Prevention form is attached hereto as Exhibit H and by reference made a part hereof.** The provider will be informed of procedural changes and updates by the department. The provider agrees to implement or incorporate said changes upon notification.

6. National Provider Identifier (NPI)

a. All providers must obtain and use an NPI, a Health Insurance Portability and Accountability Act standard unique health identifier for health care providers.

b. An application for an NPI may be submitted online at
<https://nppes.cms.hhs.gov/NPPES/StaticForward.do?forward=static.npistart>.

c. Additional information can be obtained from one of the following websites:

(1) The Florida Medicaid HIPAA located at:

<http://www.fdhc.state.fl.us/Medicaid/hipaa/NPI/npistart>

(2) The National Plan and Provider Enumeration System (NPPES) located at:

<https://nppes.cms.hhs.gov/NPPES/Welcome.do>

(3) The CMS NPI located at:

<http://www.cms.hhs.gov/NationalProviderIdentifierStand/>

7. Dispute Resolution

a. The parties agree to cooperate in resolving any differences in interpreting the contract. Within five (5) working days of the execution of this contract, each party shall designate one person to act as its representative for dispute resolution purposes and shall notify the other party of the person's name and business address and telephone number. Within five (5) working days from delivery to the designated representative of the other party of a written request for dispute resolution, the representatives will conduct a face-to-face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the Executive Director and the Program Supervisor of the respective parties. Upon referral to this second step, the Executive Director and the Program Supervisor shall confer in an attempt to resolve the issue.

b. If the Program Supervisor and Executive Director are unable to resolve the issue within ten (10) days, the parties' appointed representatives shall meet within ten (10) working days and select a third representative. These three representatives shall meet within ten (10) working days to seek resolution of the dispute. If the representatives' good faith efforts to resolve the dispute fail, the

representatives shall make written recommendations to the Secretary who will work with both parties to resolve the dispute. The parties reserve all their rights and remedies under Florida law. Venue for any court action will be in Leon County, Florida.

8. Medicaid Enrollment

Those providers with SAMH contracts in excess of \$500,000 annually and rendering substance abuse services shall enroll as a Medicaid provider. This process shall be initiated within 90 days of contract execution. A waiver of the 90 day requirement may be granted, in writing, by the department's Director of Substance Abuse.

9. Certified Minority Business Enterprise (CMBE)

The provider is encouraged to utilize Certified Minority Business Enterprises (CMBE) where possible, as vendors, suppliers and subcontractors and to maintain documentation regarding the name/date of transaction whereby a CMBE was used. All such documentation shall be submitted to the contract manager on a semi-annual basis.

A "needs assessment" may be implemented to collect pertinent baseline information to be utilized in validating culturally diverse needs and accomplishments.

10. Insurance

The provider will furnish a certificate of insurance to the department upon request that will include, but not be limited to employee dishonesty insurance to cover all officers, employees and agents of the provider authorized to handle funds received or disbursed under this contract. Any required insurance coverage shall be in an amount(s) commensurate with the funds and services provided by the provider as well as maintained and in accordance with good business practice.

11. Monitoring & Evaluation

All department providers are subject to unannounced random site visitation at their facilities under this agreement. Upon written notification of a scheduled monitoring by the department, its contracted provider, or its agent, the provider will submit all requested documentation within the time frames specified.

12. Organizational Profile

The Organizational Profile for Providers is a component of the Coordinating Council of Broward's (CCB) community assessment process to support coordinated health, education, and human services planning in the County. It is used for the purpose of collecting data for the Community Resource Inventory.

The provider will submit a completed/updated profile to those agencies providing the services herein, which will include, but not be limited to agencies such as First Call for Help. The provider's profile shall be submitted on an annual basis by January 15th. Directions for obtaining a data input form can be accessed by calling the information manager at First Call for Help (954) 390-7601.

13. Requirement

The provider shall comply with any requirements imposed by court order or settlement related to pending or future lawsuits against or related to the department that affect services provided under this contract.

14. Corporate Status

The provider agrees to provide written notification to the contract manager for the department of any change or event in the provider's corporate status, i.e. administrative dissolution, etc. within five (5) business days of said change or event.

15. Notification

The provider agrees to provide written notification to the department if an employee of the provider is convicted of committing fraud or a crime of dishonesty such as any theft related offense. As defined in CFOP 180-4, "Fraud" means to commit an intentional violation of law or a deliberate misrepresentation or concealment so as to secure unfair or unlawful financial or personal gain.

16. Cultural Proficiency

The provider will ensure that diverse populations within the community the provider serves has equal access to quality services by:

- a. Promoting and supporting the attitudes, behaviors, knowledge, and skills necessary for staff to work respectfully and effectively with client and each other in a culturally diverse work environment.
- b. Developing and implementing a strategy to recruit, train, and promote qualified, diverse, and culturally proficient administrative, clinical, and support staff that are trained and qualified to address the needs of the racial and ethnic communities being served.
- c. Requiring and arranging for ongoing education and training for administrative, clinical, and support staff in culturally and linguistically proficient service delivery.
- d. The provider will develop and maintain a plan utilizing the Department's Cultural Work Group and initiatives and where applicable, program specific standards as set forth by the Circuit in which the services are to be rendered by

the provider.

17. The Office of Consumer Affairs

The provider will support Circuit 17's Substance Abuse and Mental Health Office by allowing the Office of Consumer Affairs access to their provider's facilities providing services under this agreement. The Office of Consumer Affairs may sponsor consumer dialogues with the provider, results of which will be reported to the Circuit 17 Substance Abuse and Mental Health Office and the provider management. These reports are not to be considered as an official monitoring and as such are not to be used by the Circuit 17 Substance Abuse and Mental Health Office in any official monitoring capacity. The Office of Consumer Affairs will not have access to any client records.

All visits made by the Office of Consumer Affairs' staff shall be prearranged. Upon request of the provider, appropriate identification shall be given. Any concerns or issues by the provider regarding the Office of Consumer Affairs shall be brought to the attention of the Circuit 17 SAMH Office for the department

18. Integrated Services to Adults with a dual diagnosis

Provider is encouraged to participate in the Circuit's Integrated Services Workgroup and participate in all trainings and Circuit activities related to this area.

19. Broward 211 Special Provisions

The department utilizes or recommends the services of certain agencies or entities in order to ensure appropriate information regarding support services and referrals reaches clients and consumers in the community. One of the agencies utilized by the department is Broward 211. Upon receiving access by Broward 211, the provider agrees to update Broward 211's information and referral call center web site directly or through the Community Resource Inventory every three months in order to ensure its services are communicated within the Broward County community. For instructions to update your information please contact Broward 211 or you may go directly to the Online Resource Update located at <http://www.211-broward.org/>.

20. Board of Directors

The provider shall submit a list of all members of their current Board of Directors, (or Advisory Board as applicable) indicating the officers. This shall be updated and sent to the Department of Children & Families annually. Additionally, the department shall be notified in writing of all Board meetings (time and location) no later than 7 days prior to said meeting unless said board meeting is an emergency meeting in which case the provider shall provide written notification of the emergency meeting no later than 24 hours prior to said meeting. Department staff may attend any noticed meeting without prior notice.

21. Quality Improvement Program

The provider will establish a Quality improvement Program, which will include the development and implementation of a Quality Improvement Plan. Documentation of quality improvement activities, including periodic reports of progress made in achieving the goals enumerated in the plan, will be submitted to the department's contract manager upon request.

22. Substance Abuse Prevention and Treatment (SAPT) Block Grant FUNDING (Substance Abuse)

Substance Abuse Prevention and Treatment Block Grant set aside funding for HIV Early Intervention in the amount of **\$70,308.00** and Women's services in the amount of **\$887,996.00** are to be used as allocated and must be maintained at the levels negotiated for the contract.

23. Incidental Funds

Incidental funds as defined by F.A.C. 65E-14.021(j) are to be used to purchase those services, goods or other items needed to improve the quality of health and life of the individual served under this contract. Therefore, it may be used to secure shelter, to provide daily living essentials, and to assist in obtaining employment.

a. The use of incidental funds shall be in accordance with the Circuit 17 SAMH Program Office Policy on the Use of Contingency/Incident Funds. The policy is incorporated as part of this contract by reference made a part hereof. The provider will report to the department, in writing, information related to incidental funds usage on a monthly basis.

b. The provider may invoice the department for incidental expenses up to the monthly pro-rata share. The actual expenditure of these funds must be documented in accordance with the Circuit 17 SAMH Program Office Policy on the Use of Incidental/ Contingency Funds, and report must be submitted to the contract manager on the 15th of each month for the previous month's activities. Provider shall ensure that identifying information in the report does not include client names or social security numbers.

c. The provider will submit documentation of actual expenditures within 30 days of the contract termination date. Any incidental unearned funds that have not been expended by the provider pursuant to the department's policy within the stated time frame will be subtracted from the final invoice, or otherwise returned to the department no later than 30 days following contract termination.

d. The provider must develop an agency-specific policy and procedure on Tracking and Monitoring of Incidental Expenditures as referenced in the Circuit 17 SAMH Program Office Policy on the Use of Contingency/Incidental Funds and

submitted it to the Circuit 17 SAMH Program Office within 15 days of contract execution.

24. DETOX (Substance Abuse)

Funding allocations for both Substance Abuse Detoxification in the amount of **\$1,102,001.00** and Outpatient Detoxification in the amount of **\$0.00** must remain as allocated unless written approval for funding allocation changes are requested in writing from the Circuit Office to the Department.

25. Peer Specialists

A peer specialist is a person who is or has received mental health services for symptoms of mental illness. Because of their life experience with mental health services, and their willingness to share them as motivation and support to others to inspire hope, peer specialists provide expertise that professional training cannot replicate. Peer specialists are fully integrated team members who provide highly individualized services in the community and promote self-determination and decision-making. Peer specialists also provide essential expertise and consultation to the entire team to promote a culture in which each person's point of view and preferences are recognized, understood, respected, and integrated into treatment, rehabilitation, and community self-help activities. Peer specialists are to be compensated at a rate equivalent to any other professional on the team with similar education. Peer specialists who also meet mental health professional qualifications shall be considered for such positions and be compensated accordingly.

Providers with staff that meet the definition of peer specialist as established by the Circuit 17 Peer Network will support the Peer Specialist initiative sponsored by the Circuit 17 Substance Abuse and Mental Health Office by facilitating their staff's participation in the Peer Specialist Training that has been developed and implemented for the Department by Broward Regional Health Planning Council.

All agencies receiving funding for Peer Specialists, positions that are funded in total or in part by SAMH contracted dollars shall ensure this training is attended by that staff. Agencies that provide Peer Specialists, utilizing other funding, may also send those staff to this training as space is available.

E. The following exhibits, or the latest revisions thereof, are incorporated in and made a part of the contract.

- 1. Exhibit A, Clients to be Served**
- 2. Exhibit B, Method of Payment**
- 3. Exhibit C, Required Reports**

- 4. Exhibit D, Substance Abuse and Mental Health Required Performance Outcomes and Outputs**
- 5. Exhibit E-1, Substance Abuse and Mental Health Monthly Request for Non-TANF Payment/Advance**
Exhibit E-2, Substance Abuse and Mental Health Monthly Request for TANF Payment/Advance
- 6. Exhibit F, Minimum Service Requirements**
- 7. Exhibit G, State Funding by Program and Activity**
- 8. Exhibit H, Incident Reporting and Client Risk Prevention**
- 9. Exhibit I, Informed Consent for Follow-up Survey Guidelines**
- 10. Exhibit J, N/A**
- 11. Exhibit K, N/A**
- 12. Exhibit L, Measurement of Co-Occurring Disorder Services**

**CLIENTS
TO BE SERVED**

A. General Description

The provider shall furnish services funded by this contract to the target population(s) checked below:

Non-Prevention	Prevention
<input type="checkbox"/> Adult Mental Health-Forensic Involvement	<input type="checkbox"/> Adult Substance Abuse
<input type="checkbox"/> Adult Mental Health-Severe & Persistent Mental Illness	<input type="checkbox"/> Children's Substance Abuse
<input type="checkbox"/> Adult Mental Health-Serious & Acute Episodes of Mental Illness	<input type="checkbox"/> Indirect Prevention-Adult and/or Children SA
<input type="checkbox"/> Adult Mental Health-Mental Health Problems	
<input type="checkbox"/> Children's Mental Health-Emotional Disturbances	
<input type="checkbox"/> Children's Mental Health-At Risk of Emotional Disturbances	
<input type="checkbox"/> Children's Mental Health-Serious Emotional Disturbances	
<input checked="" type="checkbox"/> Adult Substance Abuse	
<input type="checkbox"/> Children's Substance Abuse	

B. Client Eligibility

(1) The provider agrees that all persons meeting the target population descriptions in the table above are eligible for services based on the availability of resources. A detailed description of each target population is contained in CFP 155-2.

(2) Crisis stabilization, substance abuse detoxification, and addiction receiving facility services shall be provided to all persons meeting the criteria for admission subject to the availability of beds and/or funds.

C. Client Determination

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

D. Contract Limits

(1) The provider is not authorized to bill the department for more units than are specified in **Exhibit G, State Funding by Program and Activity**, or for more units than can be purchased with the amount of funds specified in **Exhibit G, State Funding by Program and Activity**.

EXHIBIT A

**CLIENTS
TO BE SERVED**

(2) The provider agrees that funds provided in this contract will not be used to serve persons outside the target population(s) specified in the paragraph above.

(3) Services provided under this contract are limited by the availability of funds. The provider may not authorize or incur indebtedness on behalf of the department.

Method of Payment**1. Payment Clauses**

a. This is a fixed price (unit cost) contract. The department shall pay the provider for the delivery of service units provided in accordance with the terms and conditions of this contract for a total dollar amount not to exceed **\$11,121,150.00**, subject to the availability of funds. The unit prices are listed on **Exhibit G, State Funding by Program and Activity totaling \$3,753,922.00 for Fiscal Year 2008-2009, \$3,683,614.00 for Fiscal Year 2009-2010, and \$3,683,614.00 for Fiscal Year 2010-2011**, subject to the availability of funds.

b. Aftercare, Intervention, Outpatient, Comprehensive Community Service Teams (Mental Health), and Recovery Support Services (Substance Abuse) are eligible for special group rates. Group services shall be billed on the basis of a contact hour, at 25% of the contract's established rate for the individual services for the same cost center. Excluding Outpatient, total hourly reimbursement for group services shall not exceed the charges for ten individuals per group. Group size limitations outlined in the current Medicaid Handbook apply to Outpatient group services funded under this contract.

c. Pursuant to s. 394.76(3), Florida Statutes (F.S.), the provider agrees to provide local matching funds in the amount totaling **\$662,442.00 for Fiscal Year 2008-2009, \$731,197.00 for Fiscal Year 2009-2010, and \$731,197.00 for Fiscal Year 2010-2011 for a total match of \$2,124,836.00** for the contract period.

d. In accordance with the provisions of s. 402.73(7), F.S., and Rule 65-29.001, Florida Administrative Code (F.A.C.), corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

e. This contract is for multiple years. Rates may be adjusted up to **5%**, not to exceed the average annual percentage changes in the Medical Care Consumer Price Index, for **2009-2010 and 2010-2011** fiscal years within the availability of annual appropriations and in accordance with Rule 65E-14.021(9)(a)1., F.A.C. The Medical Care Consumer Price Index may be found at the following web site: <http://www.bls.gov/cpi/cpiovrwv.htm>

2. MyFloridaMarketPlace Transaction Fee

This contract is exempt from the MyFloridaMarketPlace Transaction Fee in accordance with Rule 60A-1.032(1)(e), F.A.C.

3. Additional Release of Funds

At its sole discretion, the department may approve the release of more than the monthly prorated amount when the provider submits a written request justifying the release of additional funds, if funds are available and services have been provided.

4. Medicaid Billing

a. The department and the provider specifically agree and acknowledge that the Medicaid Program is the payer of last resort (except as noted in the Temporary Assistance to Needy Families (TANF) Guidelines and in Section 5.b., below) when services are covered under the Florida Medicaid program for Medicaid recipients and the recipient has other third party coverage;

b. When services are covered under the Florida Medicaid program for Medicaid recipients and there is not a liable third party, the provider will bill the Medicaid Program as the first payer of services and not bill the department or the TANF SAMH program;

c. For Medicaid purposes, the department shall not be considered a liable third party for Mental Health and Substance Abuse Program payments funded through the department when services are covered under the Florida Medicaid program for Medicaid recipients;

d. In no event shall the provider bill the Medicaid program for services or expenses for Medicaid recipients for which the provider has already been paid by any other liable third party payor;

e. Provider services covered under the Florida Medicaid program for Medicaid recipients may be billed to the Medicaid Program by the provider, unless the provider is already being paid by any other liable third party;

f. Authorized provider services to non-Medicaid recipients, or for non-Medicaid covered services, may only be billed to the department or any other non-Medicaid first or third party payor;

g. The Medicaid enrolled provider may not bill the department for Medicaid covered services provided to Medicaid eligible recipients;

h. The provider shall identify and report Medicaid earnings separate from all other fees;

i. Medicaid earnings cannot be used as local match;

j. The provider shall ensure that Medicaid payments are accounted for in compliance with federal regulations;

k. In no event shall both Medicaid and the department be billed for the same service;

l. The provider operating a facility licensed as a crisis stabilization unit, detoxification facility, short-term residential treatment facility, residential treatment facility Levels 1 or 2, or therapeutic group home that is greater than 16 beds is not permitted to bill or knowingly access Medicaid Fee-For-Service programs for any services for recipients while in these facilities;

m. The provider operating a children's residential treatment center of greater than 16 beds is not permitted to bill or knowingly access Medicaid Fee-For-Service programs for any services for recipients in these facilities except as permitted under the Medicaid State Inpatient Psychiatric Program Waiver;

n. The provider agrees to assist clients who need assistance and who may be eligible for Medicaid to make application including assistance with medical documentation required in the disability determination process; and

o. The provider agrees to assist Medicaid recipients covered by a Medicaid capitated entity who need and request assistance to obtain covered mental health services that the treating provider considers to be medically necessary. This assistance shall include assisting clients in appealing a denial of services.

5. Payments from Medicaid Health Maintenance Organizations, Prepaid Mental Health Plans, or Provider Services Networks.

Unless waived in Section D (Special Provisions) of this contract, the provider agrees that payments from a health maintenance organization, prepaid mental health plan, or provider services network will be considered to be "third party payer" contractual fees as defined in Rule 65E-14.001(2)(z), F.A.C. Services which are covered by the subcapitated contracts and provided to persons covered by these contracts must not be billed to the department.

6. Temporary Assistance to Needy Families (TANF) Billing

a. The provider's attention is directed to its obligations under applicable parts of Part A or Title IV of the Social Security Act and the provider agrees that TANF funds shall be expended for TANF participants as outlined in the **Temporary Assistance to Needy Families (TANF) Guidelines**. TANF Guidelines can be obtained from the contract manager, or can be found at the following web site:

<http://www.dcf.state.fl.us/mentalhealth/contract/index.shtml>

b. The contract shall specify the unit cost rate for each cost center contracted for TANF funding, which shall be the same rate as for non-TANF funding, but

the contract shall not specify the number of TANF units or the amount of TANF funding for individual cost centers.

7. Invoice Requirements

- a. The provider shall request payment monthly through submission of a properly completed invoice, **Exhibit E-1, Substance Abuse and Mental Health Monthly Request for Non-TANF Payment** and/or **Exhibit E-2, Substance Abuse and Mental Health Monthly Request for TANF Payment/Advance** within thirty (30) days following the end of the month for which payment is being requested for the delivery of service.
- b. The provider's final invoice must reconcile actual service units provided during the contract period with the amount paid by the department. The provider shall submit their fiscal year final invoice to the department within 30 days after the end of each state fiscal year in the contract period.
- c. The total number of monthly service units paid under this contract cannot exceed the total amount of funding as specified on **Exhibit G, State Funding by Program and Activity**.
- d. If no services are due to be invoiced from the preceding month, the provider shall submit a written document to the department indicating this information within thirty (30) days following the end of the month.

8. Supporting Documentation

- a. The provider agrees to maintain service documentation for each service billed to the department pursuant to this contract. Proper service documentation for each SAMH cost center is outlined in Rule 65E-14.021(7), F.A.C.
- b. The department and the State's Chief Financial Officer reserve the right to request supporting documentation at any time after actual units have been delivered.

REQUIRED REPORTS

Provider Name: Broward Addiction Recovery Division Contract No. JD245 Date 09/1/2009 Amendment No: 0002

Response to Monitoring Reports and Corrective Action Plans	Within 30 days of receipt of report	1	Contract Manager
Sliding Fee Scale (reflecting the uniform schedule of discounts referenced in Rule 65E-14.018(4)), Florida Administrative Code	Within 30 days after the beginning of each fiscal year	1	Contract Manager
Final FY 2008-2009	Within 30 days after contract execution or upon request of the contract manager	1	Contract Manager
Draft FY 2011-2012	02/01/11		
Final FY 2008-2009	Within 30 days after contract execution or upon request of the contract manager	1	Contract Manager
Draft FY 2011-2012	02/01/11		
Final FY 2008-2009	Within 30 days after contract execution or upon request of the contract manager	1	Contract Manager
Draft FY 2011-2012	02/01/11		
Final FY 2008-2009	Within 30 days after contract execution or upon request of the contract manager	1	Contract Manager
Draft FY 2011-2012	02/01/11		
Monthly Data Required by CFP 155-2	Within 15 days after end of month	Electronic Submission	SAMHIS
Incident Report	Within 24 hours of occurrence	1 to Circuit	Janis_Blenden@dof.state.fl.us
Schedule of State Earnings	Based upon the requirement for an annual audit or 45 days after the end of the State Fiscal Year	1 to Circuit 1 to Headquarters *As directed in the Audit Attachment of the contract	Contract Manager Central SAMH Office

REQUIRED REPORTS

Schedule of related Party Transaction Adjustments	Based upon the requirement for an annual audit or 45 days after the end of the State Fiscal Year	1 to Circuit 1 to Headquarters *As directed in the Audit Attachment of the contract	Contract Manager Central SAMH Office
Program/Cost Center Actual Expenses & Revenues Schedule	Based upon the requirement for an annual audit or 45 days after the end of the State Fiscal Year	1 to Circuit 1 to Headquarters *As directed in the Audit Attachment of the contract	Contract Manager Central SAMH Office
Schedule of Bed-Day Availability Payments	Based upon the requirement for an annual audit or 45 days after the end of the State Fiscal Year	1 to Circuit 1 to Headquarters *As directed in the Audit Attachment of the contract	Contract Manager Central SAMH Office
Annual Report for HIV Early Intervention Services, SAPT Block Grant Set Aside Funded Services Only	Upon Request of Headquarters	1 to Circuit 1 to Program Office	Contract Manager Substance Abuse Program Office
Case Management – Waiting List Report (Exhibit J)	Within 15 days after end of month	1 to Circuit 1 to Program Office	Contract Manager Substance Abuse Program Office
Incidental Funds Report (Exhibit K)	Within 15 days after end of month	1	Contract Manager
Co-Occurring Action Plan	October 1 of each contract year	1 to Circuit 1 to Headquarters	Contract Manager Substance Abuse Program Office
Co-Occurring Disorder Service Capability Summary Report	June 30 of each contract year	1 to Circuit 1 to Headquarters	Contract Manager Substance Abuse Program Office
Invoice Review Support Documentation	As requested by the Contract Manager	1	Circuit SAMH
TANF SAMH Program Logs and Service Data	As requested by the Contract Manager	1	Circuit SAMH
Aggregate Payor Class Report	No later than 90 days following the end of the facility's fiscal year	1 to Headquarters	Mental Health Program Office
Emergency Preparedness Plan	Within 30 days of contract execution and thereafter, annually by May 1	1	Contract Manager
Updated Organizational Profile	Annually by January 15	1	First Call for Help
Financial and Compliance Audit	180 days after the end of Provider's fiscal year or within 30 days of receipt of audit report whichever occurs first	See Attachment II for instructions	

Exhibit D
Substance Abuse and Mental Health Required Performance Outcomes and Outputs
Fiscal Year 2009-2010

Provider Name: Broward Addiction Recovery Division Contract #: JD245 Date: 09/1/2009 Revision #: 0002

I. Mental Health Contracted Services

A. Required Performance Output Standards for Each Target Population (Including all clients paid for by SAMH, Medicaid and Local Match)

*Please explain in the comment section below if a target population is indicated in the section below, but there is no corresponding outcome standard for that population.

**Minimum
Numbers to
be Served**

1. Adult Mental Health

- a. Adults with Severe and Persistent Mental Illness (M0016)/(MH016)
- b. Adults with Serious and Acute Episodes of Mental Illness (M05301)/(MH5301)
- c. Adults with Mental Health Problems (M05302)/(MH5302)
- d. Adults with Forensic Involvement (M0018)/(MH018)

N/A
N/A
N/A
N/A

2. Children's Mental Health

- a. Children with Serious Emotional Disturbances (M0031)/(MH031)
- b. Children with Emotional Disturbances (M0032)/(MH032)
- c. Children at-risk of Emotional Disturbances (M0033)/(MH033)

N/A
N/A
N/A

B. Required Performance Outcome Standards for Each Target Population

*Please explain in the comment section below if there is an Outcome Standard but there is no corresponding target population indicated.

**Minimum
Contract
Standard**

1. Adult Mental Health - Adults with Severe and Persistent Mental Illness

- a. Average annual number of days (post admission assessments) spent in the community will be at least (M0001)/(MH001)
- b. Average annual number of days (post admission assessments) worked for pay will be at least (M0003)/(MH003)

N/A
N/A

2. Adult Mental Health - Adults in Mental Health Crisis, including Adults with Serious and Acute Episodes of Mental Illness and Adults with Mental Health Problems

- a. Median length of stay for adults in a CSU/inpatient unit will be no more than (M0376)/(MH376)

N/A

3. Adult Mental Health - Forensic Involvement

- a. Average annual number of days (post admission assessments) spent in the community will be at least (M0010)/(MH010)

N/A

4. Children's Mental Health - Seriously Emotionally Disturbed

- a. Average annual number of days (post admission assessments) spent in the community will be at least (M0011)/(MH405)
- b. Percent of children who improve their level of functioning will be at least (M0378)
- c. Percent of school days attended will be at least (M0012)/(MH404)

N/A
N/A
N/A

5. Children's Mental Health - Emotionally Disturbed

- a. Average annual number of days (post admission assessments) spent in the community will be at least (M0025)/(MH406)
- b. Percent of children who improve their level of functioning will be at least (M0377)/(MH377)

N/A
N/A

C. Required Internal Measures

1. Data Submission Outcomes for Mental Health

- a. Percent of persons receiving state-contracted mental health service event records which have matching mental health admission records in the Substance Abuse and Mental Health Information System (SAMHIS) (M0759)
The standard target for this measure is at least 95%

N/A

Exhibit D
Substance Abuse and Mental Health Required Performance Outcomes and Outputs
Fiscal Year 2009-2010

Provider Name: Broward Addiction Recovery Division Contract #: JD245 Date: 09/1/2009 Revision #: 0002

II. Substance Abuse Contracted Services

A. Required Performance Output Standards for Each Target Population (including all clients paid for by SAMH, Medicaid and Local Match)

*Please explain in the comment section below if a target population is indicated in the section below, but there is no corresponding outcome standard for that population.

**Minimum
Numbers to
be Served**

1. Adults with Substance Abuse Problems	
a. Number of Adults Served (M0063)/(SA063)	4,381
2. Children with Substance Abuse Problems	
a. Number of Children Served (M0052)/(SA052)	N/A
3. Adults At-Risk of Substance Abuse Problems- (Baseline)	
a. Number of at-risk Adults served in Prevention Services	N/A
b. Number of at-risk Adults served in Level 1 Prevention Programs	N/A
c. Number of at-risk Adults served in Level 2 Prevention Programs	N/A
d. Number of adults participating in Level 1 Prevention Programs who complete 75 percent of the program's schedule of activities	N/A
e. Number of adults participating in Level 2 Prevention Programs who complete 75 percent of the program's schedule of activities	N/A
4. Children At-Risk of Substance Abuse Problems- (Baseline)	
a. Number of at-risk children served in Prevention Services (M0382)/(SA382)	N/A
b. Number of at-risk children served in Level 1 Prevention Programs	N/A
c. Number of at-risk children served in Level 2 Prevention Programs (M0055/SA055)	N/A
d. Number of children participating in Level 1 Prevention Programs who complete 75 percent of the program's schedule of activities:	N/A
e. Number of children participating in Level 2 Prevention Programs who complete 75 percent of the program's schedule of activities:	N/A

B. Required Performance Outcome Standards for Each Target Population

*Please explain in the comment section below if there is an Outcome Standard but there is no corresponding target population indicated.

**Minimum
Contract
Standard**

1. Adults with Substance Abuse Problems	
a. Percent of adults discharged who successfully complete treatment with no alcohol and other drug use during the 30 days prior to discharge (M0062)/(SA062)	72%
b. Percent of adults discharged from treatment who are employed upon discharge (M0058)/(SA405)	78%
2. Adults At Risk of Substance Abuse Problems - (Baseline)	
a. Percent of adults participating in Level 1 Prevention Programs who complete 75 percent of the program's schedule of activities:	N/A
b. Percent of adults participating in Level 2 Prevention Programs who complete 75 percent of the program's schedule of activities:	N/A
3. Children with Substance Abuse Problems	
a. Percent of children discharged who successfully complete treatment with no alcohol and other drug use during the 30 days prior to discharge (M0045)/(SA045)	N/A
4. Children At Risk of Substance Abuse Problems - (Baseline)	
a. Percent of children participating in Level 1 Prevention Programs who complete 75 percent of the program's schedule of activities:	N/A
b. Percent of children participating in Level 2 Prevention Programs who complete 75 percent of the program's schedule of activities:	N/A

Exhibit D
Substance Abuse and Mental Health Required Performance Outcomes and Outputs
Fiscal Year 2010-2011

Provider Name: Broward Addiction Recovery Division Contract #: JD245 Date: 09/1/2009 Revision #: 0002

I. Mental Health Contracted Services**A. Required Performance Output Standards for Each Target Population (including all clients paid for by SAMH, Medicaid and Local Match)**

*Please explain in the comment section below if a target population is indicated in the section below, but there is no corresponding outcome standard for that population.

**Minimum
Numbers to
be Served**

1. Adult Mental Health

- a. Adults with Severe and Persistent Mental Illness (M0016)/(MH016)
- b. Adults with Serious and Acute Episodes of Mental Illness (M05301)/(MH5301)
- c. Adults with Mental Health Problems (M05302)/(MH5302)
- d. Adults with Forensic Involvement (M0018)/(MH018)

N/A

N/A

N/A

N/A

2. Children's Mental Health

- a. Children with Serious Emotional Disturbances (M0031)/(MH031)
- b. Children with Emotional Disturbances (M0032)/(MH032)
- c. Children at-risk of Emotional Disturbances (M0033)/(MH033)

N/A

N/A

N/A

B. Required Performance Outcome Standards for Each Target Population

*Please explain in the comment section below if there is an Outcome Standard but there is no corresponding target population indicated.

**Minimum
Contract
Standard**

1. Adult Mental Health - Adults with Severe and Persistent Mental Illness

- a. Average annual number of days (post admission assessments) spent in the community will be at least (M0001)/(MH001)
- b. Average annual number of days (post admission assessments) worked for pay will be at least (M0003)/(MH003)

N/A

N/A

2. Adult Mental Health - Adults in Mental Health Crisis, including Adults with Serious and Acute Episodes of Mental Illness and Adults with Mental Health Problems

- a. Median length of stay for adults in a CSU/inpatient unit will be no more than (M0376)/(MH376)

N/A

3. Adult Mental Health - Forensic Involvement

- a. Average annual number of days (post admission assessments) spent in the community will be at least (M0010)/(MH010)

N/A

4. Children's Mental Health - Seriously Emotionally Disturbed

- a. Average annual number of days (post admission assessments) spent in the community will be at least (M0011)/(MH405)
- b. Percent of children who improve their level of functioning will be at least (M0378)
- c. Percent of school days attended will be at least (M0012)/(MH404)

N/A

N/A

N/A

5. Children's Mental Health - Emotionally Disturbed

- a. Average annual number of days (post admission assessments) spent in the community will be at least (M0025)/(MH406)
- b. Percent of children who improve their level of functioning will be at least (M0377)/(MH377)

N/A

N/A

C. Required Internal Measures**1. Data Submission Outcomes for Mental Health**

- a. Percent of persons receiving state-contracted mental health service event records which have matching mental health admission records in the Substance Abuse and Mental Health Information System (SAMHIS) (M0759)
The standard target for this measure is at least 95%

N/A

Exhibit D
Substance Abuse and Mental Health Required Performance Outcomes and Outputs
Fiscal Year 2010-2011

Provider Name: Broward Addiction Recovery Division Contract #: JD245 Date: 09/1/2009 Revision #: 0002

II. Substance Abuse Contracted Services

A. Required Performance Output Standards for Each Target Population (including all clients paid for by SAMH, Medicaid and Local Match)

*Please explain in the comment section below if a target population is indicated in the section below, but there is no corresponding outcome standard for that population.

	Minimum Numbers to be Served
1. Adults with Substance Abuse Problems	
a. Number of Adults Served (M0063)/(SA063)	4,381
2. Children with Substance Abuse Problems	
a. Number of Children Served (M0052)/(SA052)	N/A
3. Adults At-Risk of Substance Abuse Problems- (Baseline)	
a. Number of at-risk Adults served in Prevention Services	N/A
b. Number of at-risk Adults served in Level 1 Prevention Programs	N/A
c. Number of at-risk Adults served in Level 2 Prevention Programs	N/A
d. Number of adults participating in Level 1 Prevention Programs who complete 75 percent of the program's schedule of activities	N/A
e. Number of adults participating in Level 2 Prevention Programs who complete 75 percent of the program's schedule of activities	N/A
4. Children At-Risk of Substance Abuse Problems- (Baseline)	
a. Number of at-risk children served in Prevention Services (M0382)/(SA382)	N/A
b. Number of at-risk children served in Level 1 Prevention Programs	N/A
c. Number of at-risk children served in Level 2 Prevention Programs (M0055/SA055)	N/A
d. Number of children participating in Level 1 Prevention Programs who complete 75 percent of the program's schedule of activities:	N/A
e. Number of children participating in Level 2 Prevention Programs who complete 75 percent of the program's schedule of activities:	N/A

B. Required Performance Outcome Standards for Each Target Population

*Please explain in the comment section below if there is an Outcome Standard but there is no corresponding target population indicated.

	Minimum Contract Standard
1. Adults with Substance Abuse Problems	
a. Percent of adults discharged who successfully complete treatment with no alcohol and other drug use during the 30 days prior to discharge (M0062)/(SA062)	72%
b. Percent of adults discharged from treatment who are employed upon discharge (M0058)/(SA405)	78%
2. Adults At Risk of Substance Abuse Problems - (Baseline)	
a. Percent of adults participating in Level 1 Prevention Programs who complete 75 percent of the program's schedule of activities:	N/A
b. Percent of adults participating in Level 2 Prevention Programs who complete 75 percent of the program's schedule of activities:	N/A
3. Children with Substance Abuse Problems	
a. Percent of children discharged who successfully complete treatment with no alcohol and other drug use during the 30 days prior to discharge (M0045)/(SA045)	N/A
4. Children At Risk of Substance Abuse Problems - (Baseline)	
a. Percent of children participating in Level 1 Prevention Programs who complete 75 percent of the program's schedule of activities:	N/A
b. Percent of children participating in Level 2 Prevention Programs who complete 75 percent of the program's schedule of activities:	N/A

**EXHIBIT E-1
ADULT SUBSTANCE ABUSE
Non-TANF
MONTHLY PAYMENT/ADVANCE REQUEST**

a. AGENCY NAME:
b. CONTRACT No.:
c. MONTH/YEAR OF:
d. 5-months remaining:
e. FEDERAL ID #:
f. VENDOR ID (if different than Fed ID):
g. ADDRESS (Number, City, State, Zip):

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PART 1 - EARNINGS	Specified Non-TANF Funding Level for the Activity Only	YTD Total Eligible Non-TANF \$ Earned	YTD SAMH Non-TANF Paid for Earnings	Difference (YTD Unpaid Earnings)	Prorated Share	Amount Due (Owed)	Cost Center Unit Rate	# of Non-TANF Units Paid for this Month
1	2 (from Exh G)	3 (col.1 of Wksht)	4	5 (col.3-col.4)	6	7	8 (col.C of Wksht)	9 (col.7 / col.8)
Budget Entity 60910603 ACTIVITY / Cost Centers								
Treatment & Aftercare - 603007								
Assessment	XXXXXX	\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
Case Management	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
Crisis Support/Emergency	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
Day Care	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
Day/Night	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
In-Home & On Site	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
Intensive Case Management	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
Intervention - Individual	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
Intervention - Group	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
Medical Services	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
Methodome Maintenance	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
Outpatient - Individual	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
Outpatient - Group	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
Outreach	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
Residential Level I	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
Residential Level II - Enhanced Rate	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
Residential Level II	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
Residential Level III	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
Residential Level IV	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
Respite Services	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
Supported Employment	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
Supportive Housing/Living	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
TASC	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
Aftercare - Individual	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
Aftercare - Group	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
Room & Board w/Supervision Lev I	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
Room & Board w/Supervision Lev II	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
Room & Board w/Supervision Lev III	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
Recovery Support - Individual	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
Recovery Support - Group	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
Treatment & Aftercare Total =		\$0.00	\$0.00	\$0.00	XXXXXXXX	\$0.00	\$0.00	0.00000
Detoxification - 608905								
Substance Abuse Detox	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
Outpatient Detoxification	XXXXXXXX	\$0.00		\$0.00	XXXXXXXX		\$0.00	0.00000
Detoxification Total =		\$0.00	\$0.00	\$0.00	XXXXXXXX	\$0.00	\$0.00	0.00000

the Cost Centers from Col.5 so that the total for each Activity is the lesser of Col.5 or Col.8.

For Activity only [(col. 2 - col 4) / months remaining]*

**EXHIBIT E-1
ADULT SUBSTANCE ABUSE
Non-TANF
MONTHLY PAYMENT/ADVANCE REQUEST**

a. AGENCY NAME: _____
 b. CONTRACT No.: _____
 c. MONTH/YEAR OF: _____
 d. *months remaining*: _____

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PART 1 - EARNINGS Continued :	Specified Non-TANF Funding Level for the Activity Only	YTD Total Eligible Non-TANF \$ Earned	YTD SAMH Non-TANF Paid for Earnings	Difference (YTD Unpaid Earnings)	Prorated Share	Amount Due (Owed)	Cost Center Unit Rate	# of Non-TANF Units Paid for this Month
1	2 (from Exh G)	3 (col.H of Wksht)	4	5 (col.3-col.4)	6	7	8 (col.B of Wksht)	9 (col.7 / col.8)
Budget Entity 60910603 ACTIVITY / Cost Centers						Enter and adjust the Cost Centers from Col.5 so that the total for each Activity is the lesser of		
Prevention - 603006								
Prevention Information & Referral	XXXXXX	\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
Prevention Total =	XXXXXX	\$0.00	\$0.00	\$0.00	XXXXXX		\$0.00	0.00000
FACT Teams - XXXXX			\$0.00	\$0.00	\$0.00			
FACT Team	XXXXXX	\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
FACT Total =		\$0.00	\$0.00	\$0.00	\$0.00			
Incidental Expenses								
Incidental Expenses	XXXXXX	\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
Incidental Expenses Total =	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
TOTAL:		\$0.00	\$0.00	\$0.00	\$0.00			

* Unless the contractor requests and the department approves payment in excess of the prorated share.

h. Less Recoupment of Interest =

i. Less Recoupment of Advance =

j. TOTAL AMOUNT OF STATE PAYMENT/ADVANCE = \$0.00

**EXHIBIT E-2
ADULT SUBSTANCE ABUSE
TANF
MONTHLY PAYMENT/ADVANCE REQUEST**

a. AGENCY NAME: _____
 b. CONTRACT No.: _____
 c. MONTH/YEAR OF: _____
 d. "months remaining": 12
 e. FEDERAL ID #: _____
 f. VENDOR ID (if different than Fed ID): _____
 g. ADDRESS (Number, City, State, Zip): _____

PART 1 - EARNINGS	Specified TANF		YTD Total Eligible TANF \$ Earned	YTD SAMH TANF Paid for Earnings	Difference (YTD Unpaid Earnings)	Prorated Share	Amount Due (Owed)	Cost Center Unit Rate	# of TANF Units Paid for this Month
	Funding Level for the Activity Only	(from Exh G)							
ACTIVITY / Cost Centers	1	2	3	4	5	6	7	8	9
	(col.1 of Worksheet)	(col.2 of Worksheet)	(col.3-col.4)	(col.5 or Col.6)	(col.6 of Worksheet)	(col.7 / col.8)	(col.8 of Worksheet)	(col.9 of Worksheet)	(col.10 of Worksheet)
Treatment & Aftercare - 602007									
Assessment	XXXXXX		\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
Case Management	XXXXXX		\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
Crisis Support/Emergency	XXXXXX		\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
Day Care	XXXXXX		\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
Day/Night	XXXXXX		\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
In-Home & On Site	XXXXXX		\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
Intensive Case Management	XXXXXX		\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
Intervention - Individual	XXXXXX		\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
Intervention - Group	XXXXXX		\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
Outpatient - Individual	XXXXXX		\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
Outpatient - Group	XXXXXX		\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
Outreach	XXXXXX		\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
Residential Level I - Enhanced Rates	XXXXXX		\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
Residential Level II	XXXXXX		\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
Residential Level III	XXXXXX		\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
Residential Level IV	XXXXXX		\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
Respite Services	XXXXXX		\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
Supported Employment	XXXXXX		\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
Supportive Housing/Living	XXXXXX		\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
TASC	XXXXXX		\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
Aftercare - Individual	XXXXXX		\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
Aftercare - Group	XXXXXX		\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
Floor & Board w/Supervision Lev I	XXXXXX		\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
Floor & Board w/Supervision Lev II	XXXXXX		\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
Floor & Board w/Supervision Lev III	XXXXXX		\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
Recovery - Individual	XXXXXX		\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
Recovery - Group	XXXXXX		\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
Treatment & Aftercare Total =			\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0.00000
Prevention - 602006									
Prevention	XXXXXX		\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
Prevention Total =			\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0.00000
Incidental Expenses	XXXXXX		\$0.00		\$0.00	XXXXXX		\$0.00	0.00000
Incidental Expenses Total =			\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0.00000
TOTAL:			\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	0.00000

Enter and adjust the Cost Centers from Col.5 so that the total for each Activity is the lesser of (col.2 - col.4) / months remaining* Col.5 or Col.6. (col.6 of Worksheet)

h. Less Recoupment of Interest = \$0.00
 i. Less Recoupment of Advance = \$0.00
j. TOTAL AMOUNT OF STATE PAYMENT/ADVANCE = \$0.00

CLIENT NON-SPECIFIC PERFORMANCE CONTRACT
WORKSHEET FOR REQUEST FOR PAYMENT
Adult Substance Abuse

- a. AGENCY NAME: _____
- b. CONTRACT No.: _____
- c. FROM: _____ TO: _____
- d. PROGRAM: _____
- e. FEDERAL ID #: _____
- f. VENDOR ID (if different than Fed ID): _____
- g. ADDRESS (Number, City, State, Zip): _____



ACTIVITY	A	B	C	Non-TANF - Units & Earnings				TANF - Units & Earnings			
				D	E	F	G	H	I	J	K
			Contracted Rate	YTD Total Enrolled Clients & Non-Client Specific Units	YTD Billable Medicaid Units to Enrolled Clients	YTD Local Match Units to Enrolled Clients & Non-Client Specific Units	YTD Total Non-TANF Units Eligible to be Billed to SAMH	YTD Total Non-TANF Units Eligible to be Billed to SAMH	YTD Total Non-TANF Units Eligible to be Billed to SAMH	YTD Total TANF Units Eligible to be Billed to SAMH	YTD Total TANF \$ Amount for Eligible Units
Treatment & Aftercare - 603007											
Assessment			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Case Management			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Crisis Support/Emergency			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Day Care			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Day/Night			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
In-Home & On Site			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Intensive Case Management			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Intervention - Individual			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Intervention - Group			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Medical Services (No TANF)			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Medication Maintenance (No TANF)			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Outpatient - Individual			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Outpatient - Group			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Outreach			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Residential Level I			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Residential Level I - Enhanced Rates			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Residential Level II			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Residential Level III			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Residential Level IV			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Respite Services			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Supported Employment			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Supportive Housing/Living			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
TASC			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Aftercare - Individual			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Aftercare - Group			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Room & Board w/Supervision Lev I			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Room & Board w/Supervision Lev II			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Room & Board w/Supervision Lev III			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Recovery Support - Individual			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Recovery Support - Group			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Detoxification - 603005			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Substance Abuse Detox (No TANF)			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Outpatient Detoxification (No TANF)			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Prevention - 603006			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Prevention Information & Referral (No TANF)			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
FACT Teams - xxxxxx			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Fact Team (No TANF)			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00
Incidental Expenses			\$0.00	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	\$0.00

Minimum Service Requirements

The provider and its subcontractors shall be knowledgeable of and fully comply with all applicable state and federal laws, rules and regulations, as amended from time to time, that affect the subject areas of the contract. Authorities include but are not limited to the following:

I. PROGRAMMATIC AUTHORITY (FEDERAL)

A. Mental Health

42 U.S.C. 300x to 300x-9 (*Block Grant for community Mental Health Services*)
<http://www4.law.cornell.edu/uscode/42/ch6AschXVIIpB.html>

B. Substance Abuse Prevention and Treatment Block Grant (SAPTBG)

42 U.S.C. 290kk, et seq. (*Limitation on use of funds for certain purposes*)
http://www4.law.cornell.edu/uscode/html/uscode42/usc_sec_42_0000029_0--kk000-.html

42 U.S.C. 300x-21 to 300x-35 and 300x-51 to 300x-66 (*SA Treatment & Prevention Block Grants*)
http://www4.law.cornell.edu/uscode/html/uscode42/usc_sup_01_42_10_6_A_20_XVII_30_B_40_ii.html

42 CFR, Part 54 (*Charitable choice*)
http://www.access.gpo.gov/nara/cfr/waisidx_03/42cfr54_03.html

45 CFR 96.120 – 137 (*SA Treatment & Prevention Block Grants*)
http://www.access.gpo.gov/nara/cfr/waisidx_03/45cfr96_03.html

Restrictions on expenditures of SAPTBG

45 CFR 96.135
http://www.access.gpo.gov/nara/cfr/waisidx_01/45cfr96_01.html

C. Substance Abuse-Confidentiality

42 CFR, Part 2
http://www.access.gpo.gov/nara/cfr/waisidx_03/42cfr2_03.html

D. Health Insurance Portability and Accountability Act (HIPAA)

45 CFR 164
http://www.access.gpo.gov/nara/cfr/waisidx_03/45cfr164_03.html

E. Social Security Income for the Aged, Blind and Disabled

20 CFR 416

http://www.access.gpo.gov/nara/cfr/waisidx_03/20cfr416_03.html**F. Endorsement and Payment of Checks Drawn on the United States Treasury**

31 CFR 240 relating to SSA

http://www.access.gpo.gov/nara/cfr/waisidx_03/31cfr240_03.html**G. Temporary Assistance to Needy Families (TANF)**

Part A, Title IV of the Social Security Act

45 CFR, Part 260

http://www.access.gpo.gov/nara/cfr/waisidx_03/45cfr260_03.html

Section 414.1585, F.S.

<http://www.leg.state.fl.us/statutes/index.cfm?Mode=ViewStatutes&Submenu=1>**H. Positive Alternatives to Homelessness (PATH)**

Public Health Services Act, Title V, Part C, Section 521, as amended

42 U.S.C. 290cc-21 et. seq.

<http://www4.law.cornell.edu/uscode/>

Stewart B. McKinney Homeless Assistance Amendments Act of 1990, Public Law 101-645

http://www4.law.cornell.edu/usc-cgi/get_external.cgi?type=pubL&target=101-645

42 CFR, Part 54

http://www.access.gpo.gov/nara/cfr/waisidx_03/42cfr54_03.html**I. Americans with Disabilities Act of 1990**

42 U.S.C. 12101 et seq.

<http://www4.law.cornell.edu/uscode/>**II. FLORIDA STATUTES**

All State of Florida Statutes can be found at the following website:

<http://www.leg.state.fl.us/statutes/index.cfm?Mode=ViewStatutes&Submenu=1>**A. Child Welfare and Community Based Care**

Chapter 39, F.S.

Proceedings Relating to Children

Chapter 119, F.S.	Public Records
Chapter 402, F.S.	Health and Human Services; Miscellaneous Provisions
Chapter 435, F.S.	Employment Screening
Chapter 490, F.S.	Psychological Services
Chapter 491, F.S.	Clinical, Counseling and Psychotherapy services
Chapter 1002, F.S.	Student and Parental Rights and Educational Choices
Section 402.3057, F.S.	Persons not required to be refingerprinted or rescreened
Section 414.295, F.S.	Temporary Cash Assistance; Public Records Exemptions

B. Substance Abuse and Mental Health Services

Chapter 381, F.S.	Public Health General Provisions
Chapter 386, F.S.	Particular Conditions Affecting Public Health
Chapter 395, F.S.	Hospital Licensing and Regulation
Chapter 394, F.S.	Mental Health
Chapter 397, F.S.	Substance Abuse Services
Chapter 400, F.S.	Nursing Home and Related Health Care Facilities
Chapter 435, F.S.	Employment Screening
Chapter 458, F.S.	Medical Practice
Chapter 459, F.S.	Osteopathic Medicine
Chapter 464, F.S.	Nursing
Chapter 465, F.S.	Pharmacy
Chapter 490, F.S.	Psychological Services
Chapter 491, F.S.	Clinical, Counseling and Psychotherapy Services
Chapter 499, F.S.	Drug, Cosmetic and Household Products
Chapter 553, F.S.	Building Construction Standards
Chapter 893, F.S.	Drug Abuse Prevention and Control
Section 409.906(8), F.S.	Optional Medicaid – Community Mental Health Services

C. Developmental Disabilities

Chapter 393, F.S.	Developmental Disabilities
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D. Adult Protective Services

Chapter 415, F.S.	Adult Protective Services
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E. Forensics

Chapter 916, F.S.	Mentally Deficient and Mentally Ill Defendants
Chapter 985, F.S.	Juvenile Justice; Interstate Compact on Juveniles
Section 985.19, F.S.	Incompetency in Juvenile Delinquency Cases
Section 985.24, F.S.	Interstate Compact on Juveniles; Use of detention; prohibitions;

F. Florida Assertive Community Treatment (FACT)

General Appropriations Act

<http://www.flsenate.gov/Welcome/index.cfm?CFID=105701865&CFTOKEN=34016817>**G. State Administrative Procedures and Services**

Chapter 120, F.S.	Administrative Procedures Act
Chapter 287, F.S.	Procurement of Personal Property and Services
Chapter 815, F.S.	Computer - Related Crimes
Section 112.061, F.S.	Per diem and Travel Expenses*
Section 112.3185, F.S.	Additional Standards for State Agency Employees
Section 215.422, F.S.	Payments, Warrants & Invoices; Processing Times
Section 216.181(16)(b), F.S.	Advanced funds invested in interest bearing accounts

*Travel Expenses are specified in the DFS Reference Guide for State Expenditures

http://www.myfloridacfo.com/aadir/reference%5Fguide/reference_guide.htm**III. FLORIDA ADMINISTRATIVE CODE (RULES)****A. Child Welfare and Community Based Care**

All references to F.A.C. may be found at the following website:

<https://www.flrules.org/default.asp>

Rule 65C-12, F.A.C.	Emergency Shelter Care
Rule 65C-13, F.A.C.	Substitute Care of Children
Rule 65C-14, F.A.C.	Group Care
Rule 65C-15, F.A.C.	Child Placing Agencies

B. Substance Abuse and Mental Health Services

Rule 65C-12, F.A.C.	Emergency Shelter Care
Rule 65D-30, F.A.C.	Substance Abuse Services Office
Rule 65E-4, F.A.C.	Community Mental Health Regulation
Rule 65E-5, F.A.C.	Mental Health Act Regulation
Rule 65E-10, F.A.C.	Psychotic and Emotionally Disturbed Children Purchase of Residential Services Rules
Rule 65E-12, F.A.C.	Public Mental Health, Crisis Stabilization Units, Short Term Residential Treatment Programs
Rule 65E-14, F.A.C.	Community Substance Abuse and Mental Health Services-Financial Rules
Rule 65E-15, F.A.C.	Continuity of Care Case Management
Rule 65E-20, F.A.C.	Forensic Client Services Act Regulation

C. Financial Penalties

Rule 65-29, F.A.C. Penalties on Service Providers

Reduction/withholding of funds

Rule 65-29.001, F.A.C. Financial Penalties for a Provider's Failure to Comply With
a Requirement for Corrective Action

IV. MISCELLANEOUS**A. Department of Children and Families Operating Procedures**

CFOP 155-10, Services for Children with Mental Health & Any Co-occurring
Substance Abuse Treatment Needs In Out of Home Care Placements
<http://www.dcf.state.fl.us/publications/policies/cfop155-10.pdf>

CFOP 215-6, Incident Reporting and Client Risk Prevention
<http://www.dcf.state.fl.us/publications/policies/215-6.pdf>

B. Federal Cost Principles

OMB Circular A-21, Cost Principles for Educational Institutions
<http://www.whitehouse.gov/omb/circulars/a021/a021.html>

OMB Circular A-87, Cost Principles for State, Local and Indian Tribal
Governments
<http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>

OMB Circular A102, Grants and Cooperative Agreements with State and Local
Governments
<http://www.whitehouse.gov/omb/circulars/a102/a102.html>

OMB Circular A-122, Cost Principles for Non-profit Organizations
<http://www.whitehouse.gov/omb/circulars/a122/a122.html>

C. Audits

OMB Circular A-133, Audits of States, Local Governments and Non-Profit
Organizations
<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

Section 215.97, F.S., Florida Single Audit Act
<http://www.leg.state.fl.us/statutes/index.cfm?Mode=ViewStatutes&Submenu=1>
Comptrollers Memorandum #03 (1999-2000): Florida Single Audit Act
Implementation

<http://www.fldfs.com/aadir/cmmaster9900.htm>

D. Administrative Requirements

45 CFR, Part 74 - Uniform Administration Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, other Non-Profit Organizations and Other Commercial Organizations
http://www.access.gpo.gov/nara/cfr/waisidx_06/45cfr74_06.html

45 CFR, Part 92 - Uniform Administration Requirements (State and Local Governments)\
http://www.access.gpo.gov/nara/cfr/waisidx_06/45cfr92_06.html

OMB Circular A110, Uniform Administrative Requirements for Grants and Other Agreements
<http://www.whitehouse.gov/omb/circulars/a110/a110.html>

E. Data Collection and Reporting Requirements

Rule 65E-14.022, F.A.C.
<https://www.flrules.org/gateway/ruleNo.asp?ID=65E-14.022>

Section 397.321(3)(c), F.S., Data collection & dissemination system
http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=Ch0397/tit0397.htm

Section 394.74(3)(e), F.S., Data Submission
http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=Ch0394/tit0394.htm

Section 394.77, F.S., Uniform management information, accounting, and reporting systems for providers.
http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=Ch0394/tit0394.htm

CFP 155-2, Mental Health and Substance Abuse Data Measurement Handbook
<http://www.dcf.state.fl.us/mentalhealth/publications/index.shtml>

STATE FUNDING BY PROGRAM & ACTIVITY
for Fiscal Year 2009 to 2010

Agency Name: Broward Addiction Recovery Division

Contract # JD245

Revision # 0002

Date: 8/15/2009

Activity / Cost Center	Adult Mental Health			Children's Mental Health		
	TANF \$? X = Yes	Unit Rate	Non-TANF Funding Only	TANF \$? X = Yes	Unit Rate	Non-TANF Funding Only
1	2	3	4	5	6	7
Emergency Stabilization						
03. Crisis Stabilization (No TANF) Unit: bed-day						
04. Crisis Support/Emergency Unit: staff hour						
09. Inpatient (No TANF) Unit: 24-hr day						
		Non-TANF=			Non-TANF=	\$0
		TANF =			TANF =	
		Tot. Emerg. Stabil. Support =	\$0		Tot. Emerg. Stabil. Support =	\$0
Recovery & Resiliency						
18. Residential Level I Unit: 24-hr day						
Residential Level I Enhanced Rate Unit: 24-hr day						
18. Residential Level II Unit: 24-hr day						
Residential Level II Enhanced Rate for Unit: 24-hr day						
20. Residential Level III Unit: 24-hr day						
21. Residential Level IV Unit: 24-hr day						
36. Room and Board w/Supervision Level I Unit: 24-hr day						
37. Room and Board w/Supervision Level II Unit: 24-hr day						
38. Room and Board w/Supervision Level III Unit: 24-hr day						
39. Short-Term Residential Treatment Unit: Bed-Day						
02. Case Management Unit: direct staff hour						
10. Intensive Case Management Unit: direct staff hour						
01. Assessment Unit: contact hour						
05. Day Care Unit: 4-hr day						
06. Day/Night Unit: 4-hr day						
11. Intervention - Individual Unit: direct staff hour						
42. Intervention - Group Unit: contact hour						
12. Medical Services (No TANF) Unit: contact hour						
14. Outpatient - Individual Unit: contact hour						
35. Outpatient - Group Unit: contact hour						
23. Sheltered Employment (No TANF) Unit: 4-hr day						
07. Drop-In/Self Help Centers (No-TANF) Unit: facility day						
08. In-Home and On Site Unit: direct staff hour						
15. Outreach Unit: non-direct staff hour						
16. Prevention Unit: non-direct staff hour						
17. Prevention/Intervention - Day Unit: 4-hr day						
22. Respite Services Unit: contact hour						
25. Supported Employment Unit: direct staff hour						
28. Supportive Housing/Living Unit: direct staff hour						

STATE FUNDING BY PROGRAM & ACTIVITY
for Fiscal Year 2009 to 2010

Agency Name: Broward Addiction Recovery Division

Contract # JD245

Revision # 0002

Activity / Cost Center	Adult Mental Health			Children's Mental Health		
	TANF \$? X = Yes	Unit Rate	Non-TANF Funding Only	TANF \$? X = Yes	Unit Rate	Non-TANF Funding Only
1	2	4	6	7	9	11
29. Aftercare - Individual Unit: direct staff hour						
43. Aftercare - Group Unit: Contact Hour						
30. Information and Referral (No TANF) Unit: staff hour						
40. Mental Health Clubhouse Services Unit: Clubhouse staff hour						
		Non-TANF =	\$0		Non-TANF =	\$0
		TANF =			TANF =	
		Total Recovery & Reallency =	\$0		Total Recovery & Reallency =	\$0
Recovery & Resiliency - FACT Teams 34. FACT Teams (No TANF) Unit: staff hour						
		FACT =			FACT =	
		Total FACT =	\$0		Total FACT =	\$0
Recovery & Resiliency - Comprehensive Community Services Teams 44. CCST Individual Unit: Staff Hour						
45. CCST Group Unit: Contact Hour						
		Non-TANF =			Non-TANF =	
		TANF =			TANF =	
		Total CCST Services =	\$0		Total CCST Services =	\$0
Recovery & Resiliency - Individual Expenses 28. Individual Expenses Unit: each 950 spent						
		Non-TANF =	\$0		Non-TANF =	\$0
		TANF =			TANF =	
		Total Individual Expenses =	\$0		Total Individual Expenses =	\$0
		Total Non-TANF =	\$0		Total Non-TANF =	\$0
		Total TANF =	\$0		Total TANF =	\$0
		Total Mental Health Funds =	\$0		Total Mental Health Funds =	\$0

STATE FUNDING BY PROGRAM & ACTIVITY
for Fiscal Year 2009 to 2010

Agency Name: Broward Addiction Recovery Division

Contract # JD245

Revision # 0002

Activity / Cost Center	Adult Substance Abuse			Children's Substance Abuse		
	TANF \$? X = Yes	Unit Rate	Non-TANF Funding Only	TANF \$? X = Yes	Unit Rate	Non-TANF Funding Only
1	2	3	4	5	6	7
Detoxification						
27. Substance Abuse Detoxification (No TANF) Unit: each day						
32. Outpatient Detoxification (No TANF) Unit: 4-hr day						
44. Clinical Support for Evidence-Based Practices Unit: each hour						
			Total Non-TANF = \$1,102,001 \$1,102,001			Total Non-TANF = \$0 Total Detoxification = \$0
Prevention						
16. Prevention Unit: each 30-min hour						
17. Prevention/Intervention - Day Unit: 4-hr day						
30. (Information and Referral) (No TANF) Unit: each hour						
			Total Non-TANF = \$0 Total TANF = \$0 Total Prevention = \$0			Total Non-TANF = \$0 Total TANF = \$0 Total Prevention = \$0
Incidental Expenses						
28. Incidental Expenses Unit: each \$50 spent		\$50.00				
			Total Non-TANF = \$14,400 Total TANF = \$0 Total Incidental Expenses = \$14,400			Total Non-TANF = \$0 Total TANF = \$0 Total Incidental Expenses = \$0
			Total Non-TANF = \$3,416,344 Total TANF = \$267,270 Total Subst. Abuse Funds = \$3,683,614			Total Non-TANF = \$0 Total TANF = \$0 Total Subst. Abuse Funds = \$0

STATE FUNDING BY PROGRAM & ACTIVITY
for Fiscal Year 2010 to 2011

Agency Name: Broward Addiction Recovery Division

Contract # JD245

Revision # 0002

Date: 8/15/2009

Activity / Cost Center	Adult Mental Health			Children's Mental Health		
	TANF \$? X = Yes	Unit Rate	Non-TANF Funding Only	TANF \$? X = Yes	Unit Rate	Non-TANF Funding Only
1	2	3	4	5	6	7
Emergency Stabilization						
03. Crisis Stabilization (No TANF)						
Unit: bed-day						
04. Crisis Support/Emergency						
Unit: staff hour						
09. Inpatient (No TANF)						
Unit: 24-hr day						
		Non-TANF=			Non-TANF=	\$0
		TANF =			TANF =	
		Tot. Emerg. Stabli. Support =	\$0		Tot. Emerg. Stabli. Support =	\$0
Recovery & Resiliency						
18. Residential Level I						
Unit: 24-hr day						
Residential Level I Enhanced Rate						
Unit: 24-hr day						
19. Residential Level II						
Unit: 24-hr day						
Residential Level II Enhanced Rate for						
Unit: 24-hr day						
20. Residential Level III						
Unit: 24-hr day						
21. Residential Level IV						
Unit: 24-hr day						
36. Room and Board w/Supervision Level I						
Unit: 24-hr day						
37. Room and Board w/Supervision Level II						
Unit: 24-hr day						
38. Room and Board w/Supervision Level III						
Unit: 24-hr day						
39. Short-Term Residential Treatment						
Unit: Bed-Day						
02. Case Management						
Unit: direct staff hour						
10. Intensive Case Management						
Unit: direct staff hour						
01. Assessment						
Unit: contact hour						
03. Day Club						
Unit: 4-hr day						
06. Day/Night						
Unit: 4-hr day						
11. Intervention - Individual						
Unit: direct staff hour						
42. Intervention - Group						
Unit: contact hour						
12. Medical Services (No TANF)						
Unit: contact hour						
14. Outpatient - Individual						
Unit: contact hour						
35. Outpatient - Group						
Unit: contact hour						
23. Sheltered Employment (No TANF)						
Unit: 4-hr day						
07. Drop-In/Self Help Centers (No-TANF)						
Unit: facility day						
08. In-Home and On Site						
Unit: direct staff hour						
15. Outreach						
Unit: non-direct staff hour						
16. Prevention						
Unit: non-direct staff hour						
17. Prevention/Intervention - Day						
Unit: 4-hr day						
22. Respite Services						
Unit: contact hour						
25. Supported Employment						
Unit: direct staff hour						
26. Supportive Housing/Living						
Unit: direct staff hour						

STATE FUNDING BY PROGRAM & ACTIVITY
for Fiscal Year 2010 to 2011

Agency Name: Broward Addiction Recovery Division

Contract # JD245

Revision # 0002

Activity / Cost Center	Adult Mental Health			Children's Mental Health		
	TANF \$? X = Yes	Unit Rate	Non-TANF Funding Only	TANF \$? X = Yes	Unit Rate	Non-TANF Funding Only
1	2	4	6	7	9	11
29. Aftercare - Individual Unit: direct staff hour						
43. Aftercare - Group Unit: contact hour						
30. Information and Referral (No TANF) Unit: staff hour						
40. Mental Health Outpatient Services Unit: Outpatient staff hour						
		Non-TANF =	\$0		Non-TANF =	\$0
		TANF =			TANF =	
		Total Recovery & Resiliency =	\$0		Total Recovery & Resiliency =	\$0
Recovery & Resiliency - FACT Teams						
34. FACT Teams (No TANF) Unit: staff hour						
		FACT =			FACT =	
		Total FACT =	\$0		Total FACT =	\$0
Recovery & Resiliency - Integrated Community Service Teams						
44. ICST Individual Unit: Staff Hour						
45. ICST Group Unit: Contact Hour						
		Non-TANF =			Non-TANF =	
		TANF =			TANF =	
		Total ICST Services =	\$0		Total ICST Services =	\$0
Recovery & Resiliency - Inpatient Expenses						
46. Inpatient Expenses Unit: each \$50 spent						
		Non-TANF =	\$0		Non-TANF =	\$0
		TANF =			TANF =	
		Total Inpatient Expenses =	\$0		Total Inpatient Expenses =	\$0
		Total Non-TANF =	\$0		Total Non-TANF =	\$0
		Total TANF =	\$0		Total TANF =	\$0
		Total Mental Health Funds =	\$0		Total Mental Health Funds =	\$0

STATE FUNDING BY PROGRAM & ACTIVITY
for Fiscal Year 2010 to 2011

Agency Name: Broward Addiction Recovery Division

Contract # JD245

Division # 0002

Activity / Cost Center	Adult Substance Abuse			Children's Substance Abuse		
	TANF \$? X = Yes	Unit Rate	Non-TANF Funding Only	TANF \$? X = Yes	Unit Rate	Non-TANF Funding Only
1	2	3	4	5	6	7
Detoxification						
31. Outpatient Detoxification (No TANF) Unit: each day		\$50.00				
32. Outpatient Detoxification (No TANF) Unit: 4-hr day						
49. Outpatient Detoxification (Evidence-Based Practices) Unit: contact hour						
			Total Non-TANF = \$1,102,001			Total Non-TANF = \$0
			\$1,102,001			Total Detoxification = \$0
Prevention						
16. Prevention Unit: non-direct staff hour						
17. Prevention/Intervention - Day Unit: 4-hr day						
30. Prevention and Referral (No TANF) Unit: staff hour						
			Total Non-TANF = \$0			Total Non-TANF = \$0
			Total TANF =			Total TANF =
			Total Prevention = \$0			Total Prevention = \$0
Incidental Expenses						
28. Incidental Expenses Unit: each \$50 spent		\$50.00				
			Total Non-TANF = \$14,400			Total Non-TANF = \$0
			Total TANF =			Total TANF =
			Total Incidental Expenses = \$14,400			Total Incidental Expenses = \$0
			Total Non-TANF = \$3,418,344			Total Non-TANF = \$0
			Total TANF = \$267,270			Total TANF = \$0
			Total Subst. Abuse Funds = \$3,685,614			Total Subst. Abuse Funds = \$0

Informed Consent for Follow-up Survey Guidelines

The Department of Children and Families (DCF) Substance Abuse Program Office recommends that providers use the following guidelines when drafting consent forms for the Post-Treatment Follow-up Survey. Please note that clients will be contacted at 12 months following their treatment discharge. The proposed guidelines are based on the standards outlined by the Health Insurance Portability and Accountability Act (HIPAA), [45 CFR 164.508(c)] and by the DCF policy CFOP 60-17, Chapter 4, Subsection 4.4.

1. A specific and meaningful description of the information to be used or disclosed. This includes statements regarding the purpose of the follow-up survey (*To determine if state funded substance abuse services are effective in reducing substance abuse/use*) and how the study will be conducted (*Contact information for discharged clients is identified through the Substance Abuse/Mental Health data system and forwarded to the University of Florida (UF). The University contacts clients via telephone to conduct a brief follow-up survey. UF generates a summary report of findings without individual identifying information and submits the report to the Department of Children and Families.*).
2. The name or identification of the person or class of person(s) authorized to make use or disclosure of the information (*In conjunction with the process outlined above, representatives/agents of the Department of Children and Families will use the data for the follow-up survey. All client information is protected by the department and its representatives/agents to ensure confidentiality.*).
3. The name or identification of the person or class of person(s) to whom the requested use or disclosure may be made (*In conjunction with the process outlined above, contracted employees at the University of Florida will use client data for follow-up contact only.*).
4. An expiration date, condition, or event that relates to the individual or the purpose of the use or disclosure (*Authorization of consent should expire after 18 months from the date of consent signature.*).
5. A statement of the individual's right to revoke authorization in writing, without penalty, and exceptions to the right to revoke, together with a description of how the individual may revoke the authorization. Upon written notice of revocation, further use or disclosure of protected health information shall cease immediately except to the extent that the office, facility, program or employee has acted in reliance upon the authorization or as use or disclosure is otherwise permitted or required by law.

6. A statement that the information may only be re-released with the written authorization of the individual, except as required by law.

7. The dated signature of the adult agreeing to the follow-up (Include signature, date, printed name, primary phone number and secondary phone number).

8. If authorization is signed by a legal guardian, or custodian of the individual, a description of the representative's authority to act on behalf of the individual should be included on the authorization form.

**Measurement of Co-Occurring Disorder Services
Fiscal Year 2009-2010**

Provider Name: Broward Addiction Recovery Division Contract #: JD245 Date: 09/1/2009 Revision #: 0002

BASELINE

- | | |
|--|-----|
| 1. Number of children and adolescents admitted to services that have both substance abuse and mental health diagnoses. | N/A |
| 2. Percentage of children and adolescents admitted to services that have both substance abuse and mental health diagnoses. | N/A |
| 3. Number of adults admitted to services that have both substance abuse and mental health diagnoses. | N/A |
| 4. Percentage of adults admitted to services that have both substance abuse and mental health diagnoses. | N/A |

METHODOLOGIES

1. The number of children and adolescents with co-occurring substance abuse and mental health shall be determined by the following methods:
 - a. Substance Abuse Outcomes Admission
 - i. ICD-9 indicating a substance abuse diagnosis and an ICD-9 indicating a mental health diagnosis.
 - b. Mental Health Outcomes Admission
 - i. ICD-9 indicating a mental health diagnosis and an ICD-9 indicating a substance abuse diagnosis.
 - c. Detoxification Outcome
 - i. ICD-9 indicating a substance abuse diagnosis and an ICD-9 indicating a mental health diagnosis.
2. The percentage of children and adolescents and adolescents admitted to services that have co-occurring substance abuse and mental health diagnoses shall be calculated using the total number derived from 1 above as the numerator and the total number of children and adolescents with any diagnosis admitted to services as the denominator. Client counts shall be unduplicated.
3. The number of adults with co-occurring substance abuse and mental health shall be determined by the following methods:
 - a. Substance Abuse Outcomes Admission
 - i. ICD-9 indicating a substance abuse diagnosis and an ICD-9 indicating a mental health diagnosis.
 - b. Mental Health Outcomes Admission
 - i. ICD-9 indicating a mental health diagnosis and an ICD-9 indicating a substance abuse diagnosis.
 - c. Detoxification Outcome
 - i. ICD-9 indicating a substance abuse diagnosis and an ICD-9 indicating a mental health diagnosis.
4. The percentage of adults admitted to services that have co-occurring substance abuse and mental health diagnoses shall be calculated using the total number derived from 3 above as the numerator and the total number of adults with any diagnosis admitted to services as the denominator. Client counts shall be unduplicated.

**Measurement of Co-Occurring Disorder Services
Fiscal Year 2010-2011**

Provider Name: Broward Addiction Recovery Division Contract #: JD245 Date: 09/1/2009 Revision #: 0002

BASELINE

- | | |
|--|------------|
| 1. Number of children and adolescents admitted to services that have both substance abuse and mental health diagnoses. | <u>N/A</u> |
| 2. Percentage of children and adolescents admitted to services that have both substance abuse and mental health diagnoses. | <u>N/A</u> |
| 3. Number of adults admitted to services that have both substance abuse and mental health diagnoses. | <u>N/A</u> |
| 4. Percentage of adults admitted to services that have both substance abuse and mental health diagnoses. | <u>N/A</u> |

METHODOLOGIES

1. The number of children and adolescents with co-occurring substance abuse and mental health shall be determined by the following methods:
 - a. Substance Abuse Outcomes Admission
 - i. ICD-9 indicating a substance abuse diagnosis and an ICD-9 indicating a mental health diagnosis.
 - b. Mental Health Outcomes Admission
 - i. ICD-9 indicating a mental health diagnosis and an ICD-9 indicating a substance abuse diagnosis.
 - c. Detoxification Outcome
 - i. ICD-9 indicating a substance abuse diagnosis and an ICD-9 indicating a mental health diagnosis.
2. The percentage of children and adolescents and adolescents admitted to services that have co-occurring substance abuse and mental health diagnoses shall be calculated using the total number derived from 1 above as the numerator and the total number of children and adolescents with any diagnosis admitted to services as the denominator. Client counts shall be unduplicated.
3. The number of adults with co-occurring substance abuse and mental health shall be determined by the following methods:
 - a. Substance Abuse Outcomes Admission
 - i. ICD-9 indicating a substance abuse diagnosis and an ICD-9 indicating a mental health diagnosis.
 - b. Mental Health Outcomes Admission
 - i. ICD-9 indicating a mental health diagnosis and an ICD-9 indicating a substance abuse diagnosis.
 - c. Detoxification Outcome
 - i. ICD-9 indicating a substance abuse diagnosis and an ICD-9 indicating a mental health diagnosis.
4. The percentage of adults admitted to services that have co-occurring substance abuse and mental health diagnoses shall be calculated using the total number derived from 3 above as the numerator and the total number of adults with any diagnosis admitted to services as the denominator. Client counts shall be unduplicated.

ATTACHMENT II

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

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, the department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by department staff, limited scope audits as defined by OMB Circular A-133, as revised, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the department. In the event the department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

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

Single Audit Information for Recipients of Recovery Act Funds:

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21, "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-102, Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

PART II: STATE REQUIREMENTS

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

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

PART III: REPORT SUBMISSION

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

- A. Contract manager for this contract (2 copies):..... Name: Frank Jowdy
Address: 201 W. Broward Boulevard, Suite 511
Fort Lauderdale, FL 33301
- B. Department of Children and Families
(1 electronic copy and management letter, if issued)
Office of the Inspector General
Single Audit Unit
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700
Email address: single_audit@dcf.state.fl.us

- C. Reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

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

and other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

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

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
Email address: flaudgen_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

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