

EXHIBIT B – SCOPE OF WORK**B.1 SCOPE OF SERVICE**

The Network Service Provider shall be responsible for the administration and delivery of a comprehensive array of Behavioral Health Services to individuals, including emergency, acute care, residential, outpatient, recovery support, consumer support and prevention services to the target population(s) identified in **Table 6 - Network Service Provider Output Measures Persons Served of Exhibit E – Minimum Performance Measures, Section B.5.**, and in accordance with the outcome measures outlined in **Exhibit E – Minimum Performance Measures** of this contract, pursuant to §394.674, F.S., and in compliance with federal requirements.

B.2 MAJOR CONTRACT GOALS

The Managing Entity is contracting with the Network Service Provider, pursuant to § 394.9082, F.S., to plan, coordinate, and subcontract for the delivery of community mental health and substance abuse services; to improve access to care and promote service continuity; and to support efficient and effective delivery of services.

B.3 SERVICE AREA/LOCATIONS/TIMES

B.3.1 The Network Service Provider shall subcontract for services within the counties listed in Attachment III.

B.3.2 SECTION INTENTIONALLY LEFT BLANK

B.3.3 The Network Service Provider shall maintain an administrative office within the service area defined in **Section B.3.1**.

B.3.4 The Network Service Provider shall notify the Managing Entity's Network Manager, in writing, at least 10 calendar days prior to any changes in locations where services are being provided. Changes must continue to meet the service needs of consumers without excessive time and travel requirements.

B.3.5 The Network Service Provider shall notify the Managing Entity's Network Manager, in writing, a minimum of 30 days prior to making changes in location that will affect the Managing Entity's ability to contact the Network Service Provider.

B.3.6 SECTION INTENTIONALLY LEFT BLANK**B.4 INDIVIDUALS TO BE SERVED**

The Network Service Providers shall provide Behavioral Health Services to individuals as detailed in **Section B.5**, and, where applicable as per this contract, to individuals residing in civil and forensic state Mental Health Treatment Facilities pursuant to §394.4573, Fla. Stat., and Rule 65E-15.031 and 65E-15.071, F.A.C.

B.5 CLIENT ELIGIBILITY

Behavioral Health services shall be provided to persons pursuant to § 394.674, F.S., including those individuals who have been identified as requiring priority by state or federal law. These identified priorities include, but are not limited to, the categories in **Sections B.5.1** through **B.5.10**. Persons in **Sections B.5.1** through **B.5.2** are specifically identified as persons to be given immediate priority over those in any other sections.

B.5.1 Pursuant to 45 CFR § 96.131, Network Service Providers shall prioritize admissions with pregnant women that inject drugs first, pregnant women second, all other individuals that inject drugs third, followed by all other individuals;

B.5.2 Pursuant to 45 CFR § 96.126, compliance with interim services, for injection drug users, by Network Service Providers receiving SUPTRS Block Grant funding and treating injection drug users;

B.5.3 Priority for services to families with children that have been determined to require substance abuse and mental health services by child protective investigators and also meet the target populations in **Section B.5.3.1** or **Section B.5.3.2**. Such priority shall be limited to individuals that are not enrolled in Medicaid or another insurance program, or require services that are not paid by another payor source:

B.5.3.1 Parents or caregivers in need of adult mental health services pursuant to § 394.674(1)(a)2., F.S., based upon the emotional crisis experienced from the potential removal of children; or

B.5.3.2 Parents or caregivers in need of adult substance abuse services pursuant to § 394.674(1)(c)3., F.S., based on the risk to the children due to a substance use disorder.

B.5.4 Individuals who reside in civil and forensic State Mental Health Treatment Facilities and individuals who are at risk of being admitted into a civil or forensic State Mental Health Treatment Facility;

B.5.5 Individuals who are voluntarily admitted, involuntarily examined, or placed under Part I, Chapter 394, F.S.;

B.5.6 Individuals who are involuntarily admitted under Part V, Chapter 397, F.S.;

B.5.7 Residents of assisted living facilities as required in § 394.4574 and 429.075, F.S.;

B.5.8 Children referred for residential placement in compliance with Ch. 65E-9.008, F.A.C

B.5.9 Inmates approaching the Expiration of Sentence pursuant to Children and Families Operating Procedure (CFOP) 155-47: "Processing Referrals from the Department of Corrections;" and

B.5.10 In the event of a Presidential Major Disaster Declaration, Crisis Counseling Program (CCP) services shall be contracted for according to the terms and conditions of any CCP grant award approved by representatives of the Federal Emergency Management Agency (FEMA) and the Substance Abuse and Mental Health Services Administration (SAMHSA).

B.6 CLIENT DETERMINATION

B.6.1 The Managing Entity may delegate determinations to the Network Service Providers, subject to the provisions of **Section B.6.4**.

B.6.2 In no circumstances shall an individual's county of residence be a factor that denies access to service.

B.6.3 The Network Service Provider shall submit a monthly attestation attached to an invoice to the Managing Entity, declaring that, at the time of submission, no other funding source was known for the invoiced services.

B.6.4 The Managing Entity, in accordance with state law, is exclusively responsible for defining Individuals Served for services provided through this Contract. In the event of a dispute, the determination made by the Managing Entity in accordance with the Department is final and binding on all parties.

B.7 EQUIPMENT

B.7.1 The Network Service Provider shall supply all equipment necessary to provide services and fulfill the terms and conditions of this Contract, including but not limited to; computers, telephones, copier, and fax machines, supplies and maintenance, and necessary office supplies.

The Network Service Provider shall comply with requirements in **Incorporated Document 13 – Tangible Property Requirements** and document compliance through the submission of the **Department's Template 1 – Provider Tangible Property Inventory Form**.

B.8 CONTRACT LIMITS

The Network Service Provider may not seek reimbursement from the Managing Entity for services not specified in this contract, or for services provided in excess of the funding amount specified in **Exhibit F1 - Funding Detail**.

B.8.1 The Managing Entity's obligation to pay for services provided under this Contract is expressly limited by the availability of funds and subject to annual appropriations by the Department and the Legislature.

B.8.2 The Network Service Provider is expressly prohibited from authorizing or incurring indebtedness on behalf of the Managing Entity or Department.

B.8.3 The Network Service Provider is expressly prohibited from utilizing accounting practices or redirecting funds to circumvent legislative intent.

B.8.4 Services paid for under this contract shall only be provided to eligible children and adults as outlined in **Section B.4** and **Section B.5**, receiving authorized service area outlined in **Section B.3.1**.

EXHIBIT B

B.8.5 Pursuant to 45 CFR § 96.135(a)(5), the Network Service Provider may not enter into subcontracts with a for-profit entity using Block Grant funds unless the for-profit entity subcontract is solely for providing goods and services for the Network Service Provider's own use in meeting its obligations under this Contract. A subcontract with a for-profit entity may not provide for services meeting the definition of a "subaward" as defined in 2 CFR § 200.92, using Block Grant funds. Restriction on the use of funds may be obtained from **Exhibit B1 - Federal Block Grant Requirements**, which is incorporated herein by reference and may be located on the Managing Entity's website.

B.8.6 The Network Service Provider shall not subcontract development, implementation, administrative, or monitoring responsibilities without prior written approval from the Managing Entity.

B.8.7 If this contract allows for the subcontract of services, as defined above, the Network Service Provider shall not subcontract for Behavioral Health Services with any person or entity which:

- B.8.7.1** Is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity in accordance with § 287.133, F.S.;
- B.8.7.2** Is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on its ability to provide services, or which adversely reflects its ability to properly handle public funds;
- B.8.7.3** Has had a contract terminated by the Department for failure to satisfactorily perform or for cause;
- B.8.7.4** Has failed to implement a corrective action plan approved by the Department or any other governmental entity, after having received due notice; or
- B.8.7.5** Is ineligible for contracting pursuant to the standards in § 215.473(2), F.S.

B.8.8 Regardless of the amount of the subcontract, the Network Service Provider shall immediately terminate a subcontract for cause, if at any time during the lifetime of the subcontract, a subcontractor is:

- B.8.8.1** Found to have submitted a false certification under § 287.135, F.S., or
- B.8.8.2** Is placed on the Scrutinized Companies with Activities in Sudan List or
- B.8.8.3** Is placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or
- B.8.8.4** Is placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

B.8.9 The Network Service Provider agrees that services funded by this Contract other than those set out in this Contract, will be provided only upon receipt of a written authorization from the Network Manager. The Managing Entity has final authority to make any and all determinations that affect the health, safety, and well-being of the people of the State of Florida.